

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

“THE MAGIC CITY: A DIVERSE, WELCOMING COMMUNITY WHERE PEOPLE PROSPER AND BUSINESS SUCCEEDS.”

AGENDA

COUNCIL CHAMBERS

April 13, 2015

6:30 P.M.

CALL TO ORDER: Mayor Hanel

PLEDGE OF ALLEGIANCE: Mayor Hanel

INVOCATION: Councilmember McCall

ROLL CALL: Councilmembers present on roll call were:

MINUTES: March 23, 2015

COURTESIES:

PROCLAMATIONS:

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1 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. **Bid Awards:**

1. **W.O. 12-31 East End Storm Drain Improvements, Phase II.** (Opened 2/24/2015) Recommend COP Construction, LLC; \$7,622,290.
 2. **W.O. 13-15 Calhoun Lane Improvements.** (Opened 3/24/2015) Recommend Knife River; \$2,515,778.83.
 3. **W.O. 14-09--Briarwood Reservoir Expansion.** (Opened 3/31/2015) Recommend Western Municipal Construction; \$3,043,112.
 4. **W.O. 14-13; Elysian Area Water & Sanitary Sewer Extension.** (Opened 3/24/2015) Recommend Western Municipal Construction; \$3,187,168.50.
 5. **Ponderosa School Path.** (Opened 3/31/2015) Recommend delay of award until April 27, 2015.
 6. **Reroofing IP-9 Office Building and Portions of Airport Terminal Building.** (Opened 3/24/2015) Recommend Progressive Roofing; \$253,500.
 7. **Interior Painting of Airport IP-9 Office Building.** (Opened 3/24/2015) Recommend rejection of sole bid.
- B. License Agreement Renewal** with PM&M, LLC, Max E. Thornton, and Katherine K. Thornton Testamentary Trust for access to Briarwood Reservoir site; at no cost to the City.
- C. Memorandum of Understanding** with Beartooth RC&D Economic Development District; \$9,871.54 annual expense.
- D. Approval** of Assignment and Transfer of the Commercial Aviation Ground Lease from Industrial Properties, Inc. to Daniel W. Wells and Julane Wells, Joint Tenants; the Revised Commercial Aviation Ground Lease with the Wellses; and the Lessor's Consent to Assignment to Secure Bank Loan.
- E. Approval** of 20-year West End Hangar Ground Lease to Morledge-Hampton Family, LLC (4/1/2015-3/31/2035); revenue first year - \$1,309; revenue subsequent years adjusted by CPI-U.

- F. **Approval** of 10-year Commercial Non-Aviation Ground Lease for Use as a Communications Equipment Site with Network Information Systems (5/1/2015-4/30/2025); first year revenue - \$10,000; revenue subsequent years adjusted by CPI-U.
- G. **Amendment** to Miller Crossing Development Agreement.
- H. **Amendment #3, W.O. 12-43, Water Treatment Plant (WTP) Backup Power, Phase III**, Professional Services Contract, HDR Engineering, Inc.; \$11,700.
- I. **Amendment #19**, Airport Engineering Services for Pavement Condition Index (PCI) Survey, Morrison-Maierle, Inc.; \$60,410.
- J. **Confirmation of Probationary Police Officers** - Ryan Kramer, Jeremiah Adams, and Jeffrey Stovall.
- K. **Perpetual Right-of-Way Easements** with Gary Armstrong, Jock and Kathy Clause, Quarnburg Farming, and Leroy and Norma Walter for W.O. 14-13, Elysian Area Water & Sanitary Sewer Extension.
- L. **Acceptance of Warranty Deed** for a street tract for Barrett Road from School District #2.
- M. **Acceptance** of Federal Aviation Administration Airport Improvement Program Grants for 2015.
- N. **Second/Final Reading Ordinance for Zone Change #933**: A zone change from Residential 9600 to Residential 6000 on a 17,500 square-foot parcel of land described as Lots 15-19, Block 1, College Subdivision, 1st Filing, located at 1229-1239 Poly Drive. Approval of the zone change and adoption of the determinations of the 10 criteria.
- O. **Resolution of Intent** to create SILMD 316, Josephine Crossing Subdivision, and set a public hearing date of May 11, 2015.
- P. **Resolution** authorizing the issuance and calling for the negotiated sale of up to \$435,000 pooled special improvement district bonds (SID 1382 and SID 1397).

- Q. **Resolution** relating to Tax Increment Urban Renewal Revenue Refunding Bonds, Series 2015; authorizing the issuance and private negotiated sale. (SID 1385 - South Billings Boulevard Urban Renewal District)
- R. **Resolution** approving \$3,700,000 Water System Revenue Bonds, Series 2015; authorizing the issuance and fixing the terms and conditions (DNRC Drinking Water State Revolving Loan Program).
- S. **Approval** of amendments to the Subdivision Improvements Agreement and Declaration of Restrictions on Transfers and Conveyances for Skyview Ridge Subdivision, 1st Filing.
- T. **Final Plan** of Lee Manufactured Home Park Subdivision generally located on the south side of Sharron Lane between Lake Elmo Drive and Main Street in the Billings Heights; Han B. Lee and John Johnson, owners; Blueline Engineering, agent.
- U. **Bills and Payroll:**
 - 1. March 9, 2015
 - 2. March 16, 2015
 - 3. March 23, 2015

REGULAR AGENDA:

- 2. **PUBLIC HEARING AND FIRST READING ORDINANCE** relating to the modifications of the East Billings Urban Renewal Area and adopting a modified Urban Renewal Plan, including a tax increment provision. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 3. **PUBLIC HEARING AND RESOLUTION** vacating the alley within Block 38, Fosters Addition, generally located between North 26th Street and North 27th Street and 7th Avenue North and 8th Avenue North; Honaker Realty and Thomas Properties, petitioners. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

4. **PUBLIC HEARING AND RESOLUTION** ordering improvements identified in W.O. 15-02, Miscellaneous Improvements Program. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

5. **PUBLIC HEARING AND RESOLUTION** ordering improvements identified in W.O. 15-06, Poly Drive - 32nd Street West to 38th Street West. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

PUBLIC COMMENT on Non-Agenda Items -- Speaker Sign-in required.
(Restricted to ONLY items not on this printed agenda. 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: 04/13/2015

TITLE: W.O. 12-31 East End Storm Drain Improvements Phase II Bid Award

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

The purpose of this project is to alleviate surcharging and flooding of the storm drains in 4th and 6th Avenues North. This contract will install a 72-inch storm drain under 4th Avenue North from N. 23rd St. to N. 15th St. and a 10-foot by 4-foot box culvert in N. 15th St. from 4th Avenue North to Minnesota Avenue.

Staff opened bids on February 24, 2015, for the Work Order 12-31, East End Storm Drain Improvements, Phase II. The contract was advertised on January 15th, 19th, 29th, February 5th, and 12th in the Billings Times and on the City's website. COP Construction LLC submitted the lowest responsible bid. Council delayed awarding the contract until the April 13 meeting so bonds could be sold to cover the project's cost.

ALTERNATIVES ANALYZED

City Council may:

- Approve the construction contract for W.O. 12-31 East End Storm Drain Improvements Phase II with COP Construction, LLC in the amount of \$7,622,290.00; or,
- Disapprove the construction contract with COP Construction, LLC. If the project is not constructed, the storm drain improvements to help alleviate flooding downtown will not be built.

FINANCIAL IMPACT

The following bids were received and evaluated:

Contractor	Bid Amount
COP Construction, LLC	\$7,622,290.00
Western Municipal	\$7,678,463.20
Williams Civil Construction	\$8,644,357.00
Wilson Bros. Construction, Inc.	\$7,950,661.40
Mountain View Building of MT, Inc.	\$8,696,335.00
Nelcon, Inc.	\$9,994,053.00

Funding for this project is from stormwater funds. The remaining budget will be used for the Yegan Drain section of the project which will be bid this spring and constructed this fall.

Project Budget	\$13,213,741
Previously Encumbered	\$ 1,192,382
This Contract	\$ 7,622,290
Budget Remaining	\$ 4,399,069

RECOMMENDATION

Staff recommends that Council approve a contract with COP Construction, LLC. for W.O. 12-31, East End Storm Drain Improvements Phase II in the amount of \$7,622,290.00

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Bid Award: W.O. 13-15 Calhoun Lane Improvements

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

W.O. 13-15 Calhoun Lane Improvements is a project to reconstruct Calhoun and Simpson and is mostly funded by TIF funds from the SBURD. The improvements on Calhoun will include a reconstructed street and overlay to provide two travel lanes, a two way left turn lane, and bike lanes between Underpass Ave and King Ave East. Simpson Street improvements will include a reconstructed street. On both streets, new sidewalk and corner radii will be constructed. The project was bid with three schedules. Schedules 1 and 2 are the Base Bid. Schedule 3 is an additive alternate for the street lighting conduit that was added at the Council's request. Staff opened bids on March 24, 2015. The contract was advertised on February 26th and March 5th, 12th, 19th in the Billings Times and on the City's website. Knife River submitted the lowest responsible bid.

ALTERNATIVES ANALYZED

The Council may:

- Award W.O. 15-03, Calhoun Lane Improvements to Knife River in the amount of \$2,515,778.83 for the Base Bid (Schedules 1 & 2); or award the Base Bid + Additive Alternate Schedule 3 in the amount of \$2,524,978.83; or
- Do not award a contract and reject all bids. If this project is not awarded, Calhoun Lane and Simpson Street will not be reconstructed.

FINANCIAL IMPACT

The following bids were received and evaluated:

Contractor	Base Bid (Sch. 1 & 2)	Schedule 3	Base Bid + Sch. 3
Knife River - Billings	\$2,515,778.83	\$9,200	\$2,524,978.83
CMG Construction, Inc.	\$2,599,187.00	\$10,250	\$2,609,437.00

JEM Contracting, Inc.	\$2,752,683.10	\$10,200	\$2,762,883.10
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The funding for the project was budgeted in FY15 and the sources are TIF funds with CTEP, Water, Sewer, and Gas Tax.

Project Budget	\$2,579,920
Previously Encumbered	\$13,934
This Contract	\$2,515,778.83
Budget Remaining	\$50,207.17

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 13-15, Calhoun Lane Improvements to Knife River in the amount of \$2,515,778.83 pending CTEP approval and not award Schedule 3. Staff recommends not awarding Schedule 3 for the following reasons: 1. The SILMD 314 had significant protest and was not created. 2. TIF Funds are being used to pay for the project and the SBURA is requesting that the conduit be omitted. 3. Empty conduit can be difficult to locate and cut or broken from adjacent landowners or utilities causing blockages making them unusable. 4. Conduit can be installed later with a possible future street light project.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: W.O. 14-09--Briarwood Reservoir Expansion, Contract Award

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

Zone 4 South of the City's water distribution system serves the Briarwood area. It is greatly deficient in the amount of water storage needed to meet peak usage and fire flow demands. To alleviate this problem, W.O. 14-09 includes the construction of a new 750,000 gallon prestressed concrete water reservoir; all associated piping, valves, and site work; and demolition and removal of the existing 186,000 gallon tank. The project includes provisions for an aeration mixing system in the new reservoir to help reduce issues with water age and disinfection by-products; instrumentation control modifications; and electrical modifications. Due to a very limited area for the tank site, the existing tank will be taken off-line and removed before starting construction of the new tank, and a temporary tank and piping system will be placed into service.

The project was advertised March 12 thru March 26 in the Billings Times and on the City's website. Bids were opened March 31, 2015 and there were two bidders. Western Municipal submitted the apparent low bid. Staff requests that the City Council award a contract based on those bids.

ALTERNATIVES ANALYZED

The Council may:

- Award a construction contract to Western Municipal Construction in the amount of \$3,043,112.00; or
- Reject all bids, which will delay the project and the ability to provide needed water storage.

FINANCIAL IMPACT

CONTRACTOR(S)	COP Construction	Western Municipal Construction
TOTAL LUMP SUM BASE BID	\$ 3,327,000.00	\$ 3,043,112.00

The low bidder is Western Municipal Construction. The project is being funded from a SRF (State Revolving Fund) loan and water funds budgeted in FY 15.

RECOMMENDATION

Staff recommends that Council approve the award of W.O. 14-09--Briarwood Reservoir Expansion to Western Municipal Construction in the amount of \$3,043,112.00.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: W.O. 14-13; Elysian Area Water & Sanitary Sewer Extension Bid Award

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

The City Council will consider awarding a construction contract to Western Municipal Construction (WMC) in the amount of \$3,187,168.50 for the W.O. 14-13, Elysian Area Water & Sanitary Sewer Extension project. Schedule 1 of the project would be funded by the City and install approximately 1.0 mile of 16-inch water main, 500 feet of 24-inch water main and 1.5 miles of 24-inch sanitary sewer main as City trunk utilities (general benefit facilities). The use of 16 and 24-inch PVC water main in lieu of ductile iron was evaluated, determined appropriate for this project, and selection of the PVC bid alternates would save more than \$100,000 in materials and installation costs on the project. Project water and sewer utilities would be installed in Elysian Road and Right-of-Way Easements west and southwest from the Mallowney Lane area to East Lane.

Project Schedule 2 would be constructed under the City's contract with WMC but funded by Elysian School. Schedule 2 would install approximately 340 feet of 8-inch lateral sanitary sewer main (special benefit facilities) in East Lane to provide service to the school. Elysian School has agreed to compensate the City \$181,943.50 in engineering and construction costs associated with this work.

After being advertised in the Billings Times and on the City website March 5, 12 and 26, the project was bid on March 24. Staff recommends that Schedule 1 and 2 of W.O. 14-13 be awarded to WMC in the amount of \$3,187,168.50.

ALTERNATIVES ANALYZED

City Council may:

- Approve the construction contract with Western Municipal Construction (WMC) in the amount of \$3,187,168.50, or;
- Disapprove the construction contract with WMC. If the project is not constructed, development may proceed in the area around Elysian Road west of Mallowney Lane without City water and sanitary sewer service in place, or development dependent on these City services will not proceed at all.

FINANCIAL IMPACT

Bids were received on March 24, 2015 for W.O. 14-13, Elysian Area Water & Sanitary Sewer Extension, and the following table shows the results:

	Western Municipal	COP Construction	Kinkaid Civil	Williams Civil
Schedule 1 Base Bid (Ductile Iron)	\$3,155,306.50	\$3,150,945.00	\$3,225,635.00	\$4,169,860.00

24-inch DR18 C905 PVC Bid Alternate Savings	\$7,050.00	\$11,280.00	\$2,350.00	\$2,585.00
16-inch DR18 C905 PVC Bid Alternate Savings	\$97,800.00	\$113,937.00	\$44,010.00	\$88,020.00
Schedule 1 Base Bid Total (using DR18 C905 PVC)	\$3,050,456.50	\$3,025,728.00	\$3,179,275.00	\$4,079,255.00
Schedule 2 Bid Total	\$136,712.00	\$182,735.00	\$150,635.00	\$163,820.00
TOTAL BID--Schedule 1 + Schedule 2	\$3,187,168.50	\$3,208,463.00	\$3,329,910.00	\$4,243,075.00

Staff recommends that the project be awarded to Western Municipal Construction in the amount of \$3,187,168.50 based on their lowest combined bid for Schedules 1 and 2. Since Elysian School is responsible for Schedule 2 sewer construction, they have agreed to compensate the City \$181,943.44 in engineering and construction fees.

The City's project cost responsibility is for Schedule 1 construction only. City costs after factoring-in compensation from Elysian School totals \$1,010,080.50 for water and \$2,015,647.50 for sewer. Funding sources are water and sanitary sewer revenues.

RECOMMENDATION

Staff recommends that Council approve a contract with Western Municipal Construction for W.O. 14-13, Elysian Area Water & Sanitary Sewer Extension project in the amount of \$3,187,168.50.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Ponderosa School Path - Construction Contract Award

PRESENTED BY: Mike Whitaker

Department: Parks/Rec/Public Lands

PROBLEM/ISSUE STATEMENT

The Ponderosa School Path project is funded through CTEP with the local matching funds coming from the South Billings Urban Renewal Tax Increment Finance District. The project will connect to the existing trail at Kings Green Subdivision and go west to the Ponderosa Elementary School and then west from the school through Ponderosa Park and connecting to the sidewalk along the west side of Orchard Land near the Sam's Club. Bids were opened on Tuesday March 31, 2015, and there were 3 companies that submitted bid proposals. More time is needed to allow for further bid review and for the CTEP Administrator to review and issue a concurrence letter. Staff recommends delaying project award until the April 27 Council meeting.

ALTERNATIVES ANALYZED

The City Council may:

1. Delay awarding a project contract until the April 27, 2015 Council Meeting; or
2. Do not award a contract and reject all bids.

FINANCIAL IMPACT

There will be no financial impact to the City.

RECOMMENDATION

The Billings Parks, Recreation and Public Land Department recommends delaying award of a project contract until the April 27, 2015 Council Meeting to allow for further bid review and to obtain the CTEP Administrator's concurrence letter.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Award of the Reroofing of the IP-9 Office Building and Portions of the Airport Terminal Building

PRESENTED BY: Tom Binford, Director of Aviation & Transit

Department: Airport

PROBLEM/ISSUE STATEMENT

Included in the Airport's Capital Improvement Program is the Reroofing of the IP-9 Office Building and sections of the Airport Terminal Building. The adhered rubber membrane roofing on IP-9 is 26 years old, and the Terminal Building's rubber membrane roof is 22 years old. This type of roofing system has a life expectancy of 15 to 20 years. As this material ages it loses its elasticity and begins to shrink, causing the roofing to pull away from the roof edges, and the seams in the middle of the roof to begin to split open. This project will remove the old roofing and insulation and replace it with new roofing and insulation. This project was advertised in the *Billings Times* on March 5, 12, and 19, and posted on the City's Web site. On March 24, 2015, the following bids were received:

CONTRACTOR	IP-9 BASE BID (BASIS OF AWARD)	TERMINAL ROOF SCHEDULES 1, 2	TOTAL
Progressive Roofing	\$107,750.00	\$145,750.00	\$253,500.00
Summit Roofing	\$117,395.00	\$137,485.00	\$254,880.00
Empire Roofing	\$114,331.00	\$143,038.00	\$257,369.00
Commercial Roofing	\$107,983.00	\$152,936.00	\$260,919.00
ACE Roofing	\$189,112.66	\$187,100.37	\$376,213.03
Engineer's Estimate	\$244,800.00	\$252,000.00	\$496,800.00

Staff has reviewed the bids received and recommends award of this project to the low bidder, Progressive Roofing.

ALTERNATIVES ANALYZED

City Council may:

- Approve the award of the Reroofing of the IP-9 Office Building and Portions of the Airport Terminal Building project to Progressive Roofing; or
- Decline the bid award, reject all bids, and delay the project.

FINANCIAL IMPACT

The total cost of this project is \$253,500.00. The funding source for this project is available in the Airport's Capital Fund.

RECOMMENDATION

Staff recommends the City Council approve the award of the Reroofing of IP-9 Office Building and Portions of the Airport Terminal Building to Progressive Roofing, for the amount of \$253,500.00.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Reject Sole Bid for the Interior Painting of the IP-9 Office Building

PRESENTED BY: Tom Binford, Director of Aviation & Transit

Department: Airport

PROBLEM/ISSUE STATEMENT

Included in the Airport's Capital Improvement Program is the Interior Painting of the IP-9 Office Building. The first and second floor office areas of the IP-9 Office Building are currently leased by the Montana Department of Environmental Quality and the Department of Natural Resources and Conservation. The building was built in 1966 and was last painted in 2005. This project will patch and repaint all the painted walls and ceilings on both floors totaling approximately 40,000 square feet of surface area. Staff will coordinate the painting of each area with the tenants. This project was advertised in the *Billings Times* on March 5, 12, and 19, and posted on the City's Web site. On March 24, 2015, the following bid was received:

CONTRACTOR	BID
High Roller Painting	\$105,000
Estimate	\$30,000

After reviewing the sole bid, staff recommends rejecting that bid and rebidding the project at another time.

ALTERNATIVES ANALYZED

City Council may:

- Approve, the recommendation to reject the sole bid for the Interior Painting of the IP-9 Office Building; or
- Decline the recommendation to reject the sole bid and award the project at a cost that exceeds budget.

FINANCIAL IMPACT

If awarded, the total cost of this project would be \$105,000. The funding source for this project would come from the Airport's Capital Fund.

RECOMMENDATION

Staff recommends the City Council decline to award the sole bid for the Interior Painting of the IP-9 Office Building and rebid the project later.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: License Agreement for Ingress/Egress to Briarwood Reservoir

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

City Staff utilize multiple License Agreements and Easements for the right to access the Briarwood Reservoir site located on a ridge north of Briarwood Subdivision. One of these License Agreements is with PM&M, LLC; Max E. Thornton; and Katherine K. Thornton Testamentary Trust (collectively referred to as Paasch & Thornton). This renewable agreement grants the City, for the purpose of constructing, operating, and/or maintaining its municipal water tank(s) and associated pipe lines, ingress and egress to the utility site on which the Briarwood Reservoir sits. The agreement would be in effect from February 6, 2013 (retroactive to this date when the last access agreement expired) until February 6, 2017, at which time the agreement may be renewed again if other means of access have not been obtained. This needs to be approved to provide the necessary ingress/egress to the Briarwood Reservoir site. In addition, an error in the legal description was discovered during review of the old agreement and was corrected in this new agreement. Upon the conclusion of construction of a new Briarwood tank, scheduled for late 2015 or early 2016, Paasch & Thornton have agreed to discuss a potential permanent easement with the City to replace the License Agreement.

ALTERNATIVES ANALYZED

City Council may:

- Approve the renewal of a license agreement with Paasch & Thornton for ingress/egress to the Briarwood Reservoir site, or;
- Disapprove the renewal, which would result in the City having to find an alternate means of accessing this site. The topography of this area does not lend itself to many other options, so it would likely be expensive to make any other route feasible.

FINANCIAL IMPACT

There is no monetary compensation associated with this license agreement. Rather, the consideration given by the City is that the Briarwood Reservoir will provide a supply of municipal water to properties in the Briarwood area.

RECOMMENDATION

Staff recommends Council approve the renewal of the access License Agreement with PM&M, LLC, Max E. Thornton, and Katherine K. Thornton Testamentary Trust.

APPROVED BY CITY ADMINISTRATOR

Attachments

Paasch & Thornton License Agreement

Paasch & Thornton Agreement Exhibit

**LICENSE AGREEMENT
ACCESS TO WATER TANK SITE**

This Agreement made and entered into this ___ day of _____, 2015, by and between the **P M & M, LLC**, of 2060 Rimrock Road, Billings, Montana, **MAX E. THORNTON**, individually, of 11842 Pryor Road, Billings, MT, and the **KATHERINE K. THORNTON TESTAMENTARY TRUST**, of P.O. Box 30918, Billings, MT 59116-0918, (all of whom are hereinafter referred to as ‘Licensor’), and the **CITY OF BILLINGS**, a Montana Municipal Corporation, of P.O. Box 1178, Billings, Montana 59103 (hereinafter referred to as ‘Licensee’).

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**SECTION ONE
GRANT OF LICENSE AND DESCRIPTION OF PREMISES**

Licensor grants to Licensee a license, *nunc pro tunc*, to occupy and use, subject to all of the terms and conditions of this Agreement, a strip of land, which is sixty (60) feet wide for one thousand five hundred ninety-two and 64/100 (1592.64) feet, and thirty (30) feet wide for seven hundred thirty-nine and 50/100 (739.50) feet, in all, two thousand three hundred thirty-two and 14/100 (2332.14) feet long, across, over and through certain real property located in the NW ¼ Section 26 and the NE ¼ Section 27, Township 1 South, Range, 26 East, P.M.M. Yellowstone County, Montana, more particularly described as follows:

Commencing at the SE corner of Tract 46A, Certificate of Survey 2165, of Amended Plat Of Tracts 35, 36, 45, and 46, of Certificate of Survey 2165, Recorded January 9, 2003, Under Document No. 3209200, Records of Yellowstone County, Montana; thence N 00°

01' 13" W for a distance of 425.25 feet to the True Point of Beginning, being also the beginning of the centerline of a 60.00 foot wide access easement being 30.00 feet on each side of the following described centerline: N55°03'46"E for a distance of 369.99 feet; thence on a curve to the left with a radius of 295.00 feet and an arc length of 347.58 feet (chord bearing N21°18'32"E and a chord length of 327.82 feet); thence N12°26'44"W for a distance of 97.35 feet; thence on a curve to the left with a radius of 60.00 feet and an arc length of 97.47 feet (chord bearing N58°58'56"W and a chord length of 87.10 feet); thence S74°28'52"W for a distance of 344.98 feet; thence on a curve to the right with a radius of 1000.00 feet and an arc length of 265.83 feet (chord bearing S82°05'47"W and a chord length of 265.04 feet); thence S89°42'43"W for a distance of 69.44 feet, to the beginning of a 30.00 foot wide access easement being 15.00 feet on each side of the following described centerline; thence N31°31'53"W for a distance of 88.62 feet, along the centerline of the 30.00 foot wide access easement; thence on a curve to the left with a radius of 100 feet and an arc length of 40.83 feet (chord bearing N43°13'41"W and a chord length of 40.55 feet); thence N54°55'29"W for a distance of 221.77 feet; thence N47°49'12"W for a distance of 77.76 feet; thence N69°55'48"W for a distance of 39.05 feet; thence N72°18'30"W for a distance of 76.95 feet; thence N80°13'26"W for a distance of 124.90 feet; thence N66°57'42"W for a distance of 69.62 feet to a point on the north line of Certificate of Survey 2165, Tract 34A of Amended Tracts 34, 35A, 36A, 37-44, 45A, 68-77 of Certificate of Survey 2165, Recorded August 12, 2004, Under Document No. 3300403, Records of Yellowstone County, Montana.

See Exhibit "A" Attached

SECTION TWO LIMITATION TO DESCRIBED PURPOSE AND TERM

The above-described property may be occupied and used by Licensee solely for the purpose of providing Licensee ingress and egress to the utility site in the NE ¼ NE ¼ Section 27, Township 1 South, Range, 26 East, P.M.M. Yellowstone County, Montana on which Licensee will construct and/or operate a municipal water tank or tanks, and for incidental purposes related to such purpose during the period beginning the 6th day of February, 2013, and continuing for a period of four (4) years from that date, until the 6th day of February, 2017. No major construction or repair shall be accomplished by the Licensee during the term of this agreement without the express written consent of the Licensor. Licensee may perform minor road repairs such as graveling or grading, or repairs that are necessary to maintain Licensee's access to the water tank site. Licensor may lock any gate or gates upon the premises, provided that Licensor provides Licensee with duplicate keys for any such locks. Licensee shall close and re-lock all gates immediately upon passing through them. No gates shall be left standing open, and no locked gates shall be left unlocked.

SECTION THREE RENEWAL

This license may be renewed at the conclusion of the term of this agreement for additional three (3) year periods upon such terms and conditions as the parties may then agree, in writing. Licensor will cooperate with Licensee in identifying and securing permission to use an alternative route for ingress and egress to Licensee's

water tank site in the event the route secured by this agreement becomes unavailable for any reason.

SECTION FOUR CONSIDERATION

The parties agree that the consideration given by Licensee to Licensor shall be the construction, operation and maintenance of water tanks with which the Licensee shall provide a supply of municipal water to privately-owned parcels of property in the Briarwood area. The parties further agree that Licensor will receive a benefit from this activity by Licensee when municipal water is supplied to privately-owned parcels of property in the area.

SECTION FIVE TERMINATION

If Licensee fails to comply with any condition of this Agreement at the time or in the manner provided for, the Licensor may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within sixty (60) calendar days after written notice is provided to the Licensee. Said notice shall set forth the items to be cured. 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.

SECTION SIX LICENSOR AS AN ADDITIONAL INSURED

Licensee shall name Licensor as a “non-municipal” additional covered party under its Memorandum of Coverage with the Montana Municipal Insurance Authority so that Licensor is an additional covered party for any damages caused by Licensee’s actions, activities, or infrastructure.

SECTION SEVEN GOVERNING LAW

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.

SECTION EIGHT ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties relating to the subject matter contained herein. No agent or representative of either party has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments of this agreement, including the

appendices, must be in writing and signed by an authorized representative of each of the parties hereto.

**SECTION NINE
NOTICES**

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by United States Mail, First Class postage prepaid, if sent to the respective address of each party as set forth at the beginning of this agreement.

**SECTION TEN
ASSIGNMENTS**

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior written consent of the other party, which consent shall not be unreasonably denied.

**SECTION ELEVEN
LICENSE RUNS WITH THE LAND**

This license shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, their respective heirs, successors, or assigns.

IN WITNESS WHEREOF the parties have hereunto affixed their hands and seals the date first hereinabove written.

PM & M LLC

By: RICHARD W. PAASCH, Manager

STATE OF MONTANA)
 :ss
County of Yellowstone)

On this ___ day of _____, 2015, before me, personally appeared **RICHARD W PAASCH**, known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the same as the Manager of the **PM & M LLC**.

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

Notarial Seal

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

MAX E. THORNTON, In his individual capacity

STATE OF MONTANA)

:ss

County of Yellowstone)

On this ____ day of _____, 2015, before me, personally appeared **MAX E. THORNTON**, known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the.

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

Notarial Seal

Notary Public for the State of Montana

Printed Name:_____

Residing at Billings, Montana

My Commission Expires:_____

KATHERINE K. THORNTON TESTAMENTARY TRUST

MAX E. THORNTON, Co-Trustee

STATE OF MONTANA)

:ss

County of Yellowstone)

On this ____ day of _____, 2015, before me, personally appeared **MAX E. THORNTON**, known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the same as the Co-Trustee of the **KATHERINE K. THORNTON TESTAMENTARY TRUST**.

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

Notarial Seal

Notary Public for the State of Montana

Printed Name:_____

Residing at Billings, Montana

My Commission Expires:_____

LICENSEE:

ACKNOWLEDGMENT AND ACCEPTANCE
OF INTEREST IN PROPERTY

The Mayor and City Council of the City of Billings acknowledge receipt of this license agreement and hereby accept the property interest conveyed through this instrument.

**CITY OF BILLINGS, a Montana
Municipal Corporation**

By: _____
THOMAS W. HANEL, Mayor

ATTEST:

By: _____
CARI MARTIN, City Clerk

STATE OF MONTANA)

: ss.
County of Yellowstone)

On this _____ day of _____, 2015 before me, a Notary Public for the State of Montana, personally appeared **THOMAS W. HANEL** and **CARI MARTIN**, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, and acknowledged to me that they executed the foregoing instrument.

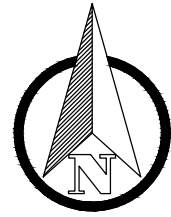
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

_____ (Signature)

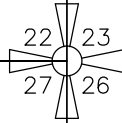
(NOTARIAL SEAL)

_____ (Printed Name)

Notary Public for the State of Montana
Residing in Billings, Montana
My Commission Expires: _____



E 1/16 SEC 22



BOOK 1244 PAGE 1856
BOOK 1244 PAGE 1903
DESCRIPTION NO. 3-PIPE LINE
and WATER STORAGE
RESERVOIR EASEMENT
2.53 ACRES MORE OR LESS

BOOK 1229 PAGE 247
DESCRIPTION NO. 3-PIPE LINE
and WATER STORAGE
RESERVOIR EASEMENT
3.37 ACRES MORE OR LESS

EXISTING
WATER TANK
Unplatted B.M.C.

LICENSE AGREEMENT
WITH RICHARD W PAASCH,
MAX E THORNTON &
KATHERINE K THORNTON
TESTAMENTARY TRUST

1/6 SEC 27

STEEL FENCE POST
PAINTED BLUE

C/S 2165
Tract 34A
Of Amended Tracts
34, 35A, 36A, 37-44, 45A,
68-77 Of C/S 2165

TERS
ROAD

COS 2165
UTILITY EASEMENT
DOC #3209200

C/S 2165
Tract 46A
Of Amended Tracts
35, 36, 45 & 46

LICENSE AGREEMENT
WITH RICHARD W PAASCH,
MAX E THORNTON &
KATHERINE K THORNTON
TESTAMENTARY TRUST

BRIARWOOD BLVD

CE 1/16 SEC 27



Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Beartooth RC&D Memorandum of Understanding

PRESENTED BY: Tina Volek, City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The Beartooth Resource Conservation and Development Area, Inc. (Beartooth RC&D) is asking the City Council to renew a Memorandum of Understanding (MOU) for Beartooth's economic development services through Dec. 31, 2015.

Beartooth RC&D is a Federal grant-funded rural and economic development agency that has operated since 1969 in five south-central Montana counties, including Yellowstone County. Federal funds are matched in Yellowstone County by a \$3,500 membership fee and a \$22,920.95 assessment, both of which are split among the County, the Big Sky Economic Development Authority (BSEDA) and the cities of Billings and Laurel. The City of Billings' portion of that amount is \$9,871.54. Those paying membership fees are represented on the Beartooth Board of Directors; Billings' representative currently is Council Member Al Swanson.

Projects for 2014-15 through the Beartooth Big Sky Trust Fund included:

- A \$26,250 planning grant to the BillingsWorks Workforce Council for a strategic plan in partnership with BSEDA;
- A \$26,250 planning grant to the Billings Area Chamber of Commerce for a convention and conference center feasibility study;
- A \$21,100 grant for an economic impact study for the proposed Trailhead Commerce Park project;
- A \$26,285 planning grant to offset building expansion expenses for Promise Holdings, LLC;
- A \$26,250 planning grant to offset expenses for creating a training protocol to export GTUIT, LLC, technology to Egypt;
- Planning to help expand the Yellowstone County Museum into the Museum of the Yellowstone; and
- Identifying funding opportunities for the Lockwood Pedestrian Safety District.

Beartooth RC&D also is a state-recognized Certified Regional Development District, the state Food and Ag Development Center and the Montana Cooperative Development Center.

ALTERNATIVES ANALYZED

City Council may:

- Approve the MOU and payment;
- Postpone action on the MOU and payments, or;
- Disapprove the MOU and/or payments.

FINANCIAL IMPACT

The City of Billings' annual Board dues are \$9,871.54. These represent 36% of Yellowstone County's base fee of \$3,500, plus an assessment of .1537 cents per capita, based on the most current Federal Census estimate. A total of \$10,000 is budgeted for the Beartooth RC&D contributions in FY 2015.

Other contributions from the area are \$6,581.03 (24%) from Yellowstone County; \$1,645.26 (6%) from Laurel; and \$9,323.12 (34%) from BSEDA.

RECOMMENDATION

Staff recommends that the City Council approve the MOU and payment of the invoices.

APPROVED BY CITY ADMINISTRATOR

Attachments

Beartooth RC&D Request Letter

Beartooth 2015 MOU

Beartooth Accomplishments

Beartooth

RESOURCE CONSERVATION AND DEVELOPMENT AREA, INC.

PO Box 180, 128 So. Main St., Joliet, MT 59041 406-962-3914 FAX 406-392-3647
On the web at <http://WWW.BEARTOOTH.ORG>



City of Billings
Attn: Ms. Volek, Administrator
P. O. Box 1178
Billings, MT 59101

March 25, 2014

Re: Beartooth RC&D Annual MOU

Dear Ms. Volek,

Thank you for your assistance in scheduling our request with the City Council. I have enclosed the draft Memorandum of Understanding for 2014, along with the relevant invoices for the City's portion of the county-wide assessment and Board dues.

I was pleased to learn that the Council will be taking action soon to appoint a successor for Ed Ulledalen to our Board of Directors. When the appointment is decided, we will schedule a meeting with the appointee to familiarize them with our Board structure and meeting schedule. Our next Board meeting will be held May 15th in Columbus. This will be an excellent opportunity to introduce our newest Council representative to the rest of our Directors.

This MOU is being presented concurrently to the Yellowstone County Commission, Big Sky EDA and the City of Laurel. Upon completion of approval and signatures from all participants, I will return a signed copy with all signature pages to you for your record.

We greatly appreciate the support and participation of the City of Billings in the regional services we provide, which in many cases touch on projects that have a direct effect on the Billings economy. Please let me know if I should provide further information prior to the working session on April 7th to assist the Council members with their review.

Sincerely,

A handwritten signature in black ink that reads "Earl Atwood". The signature is written in a cursive style and is located below the word "Sincerely,".

Earl Atwood
Office Manager
Ph. 406-962-3914

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 _____, 2014, 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, 2014**, 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 \$62,000.00 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 **\$26,844.26**. This figure is a total of the **\$3,500.00** county fee plus **\$23,344.26** per capita formula using a population of **151,882** as per the 2013 Census data. 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 **\$9,127.05**, City of Billings- 36% or **\$9,663.93**, City of Laurel- 6% or **\$1,610.66** and Yellowstone County- 24% or **\$6,442.62**.

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, 2014, 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 work.

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 14: NONDISCRIMINATION:

The Beartooth RC&D will not discriminate against any employee or applicant for employment relating to this project on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin. All hiring associated with any project shall be on the basis of merit and qualifications related to the requirements of the particular position being filled.

ARTICLE 15: INDEPENDENT CONTRATOR:

The Beartooth RC&D and the Entity agree that the Beartooth RC&D is an independent contractor with respect to the services provided pursuant to this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Beartooth RC&D nor any employee of the Beartooth RC&D shall be entitled to any benefits accorded Entity employees by virtue of the services provided under this Memorandum of Understanding. The Entity shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state Worker's Compensation program, nor shall the Entity be deemed in any way to assume the duties of an employer with respect to the Beartooth RC&D, or any employee of the Beartooth RC&D.

ARTICLE 16: ASSIGNMENT:

The Beartooth RC&D shall not sublet or assign any of the services covered by this Memorandum of Understanding without the express written consent of the Entity.

ARTICLE 17: NON-WAIVER:

Waiver by the County of any provision of this memorandum of understanding or any time limitation provided for in this memorandum of understanding shall not constitute a waiver of any other provision.

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
Chairman

ATTEST: _____

Date: _____



Beartooth RC&D

PO Box 180
Joliet, Montana 59041
Phone: 962-3914 Fax: 962-3647

Invoice No. _____

INVOICE

Customer

Name City of Billings
Address P.O. Box 1178
City Billings State MT ZIP 59103
Phone 406-657-8222

Date 03/25/14
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
1	2014 Board Membership Dues	\$100.00	\$100.00
<i>Thank you for your continued support of the Beartooth RC&D Area, Inc.</i>			

Payment Details

Cash
 Check
 Credit Card
Name _____
CC # _____
Expires _____

SubTotal	\$100.00
Shipping & Handling	_____
Taxes	_____
State	_____
TOTAL	\$100.00

Office Use Only

Citizens building stronger communities!

Thank You!



Beartooth RC&D

PO Box 180
Joliet, Montana 59041
Phone: 962-3914 Fax: 962-3647

Invoice No. _____

INVOICE

Customer

Name City of Billings
Address P.O. Box 1178
City Billings State MT ZIP 59103
Phone 406-657-8222

Date 3/25/2014
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
	2014 Beartooth RC&D/EDD Assessment Population 151,882 (2013 Census) Base Assessment \$3500 Per Capita (.1537 x 151,882) = \$23,344.26	\$3,500.00 \$23,344.26	
	Sub-Total for Yellowstone County	\$26,844.26	
1	36% of Total Cost (\$26,565.61) = \$9,447.59	\$9,663.93	\$9,663.93

Payment Details

- Cash
- Check
- Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$9,663.93
Shipping & Handling	
Taxes State	
TOTAL	\$9,663.93

Office Use Only

Citizens building stronger communities!

Thank You!

A
MEMORANDUM OF UNDERSTANDING
between
**Yellowstone County Commissioners, Big Sky Economic Development Authority,
City of Billings, City of Laurel**
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The term of this Memorandum of Understanding shall be from the date it is signed through **December 31, 2015**, 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 \$62,000.00 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 **\$27,420.95**. This figure is a total of the **\$3,500.00** county fee plus **\$23,920.95** per capita formula using a population of **155,634** as per the 2014 Census data. 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 **\$9,323.12**, City of Billings- 36% or **\$9,871.54**, City of Laurel- 6% or **\$1,645.26** and Yellowstone County- 24% or **\$6,581.03**.

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, 2015, 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 work.

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 14: NONDISCRIMINATION:

The Beartooth RC&D will not discriminate against any employee or applicant for employment relating to this project on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin. All hiring associated with any project shall be on the basis of merit and qualifications related to the requirements of the particular position being filled.

ARTICLE 15: INDEPENDENT CONTRATOR:

The Beartooth RC&D and the Entity agree that the Beartooth RC&D is an independent contractor with respect to the services provided pursuant to this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Beartooth RC&D nor any employee of the Beartooth RC&D shall be entitled to any benefits accorded Entity employees by virtue of the services provided under this Memorandum of Understanding. The Entity shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state Worker's Compensation program, nor shall the Entity be deemed in any way to assume the duties of an employer with respect to the Beartooth RC&D, or any employee of the Beartooth RC&D.

ARTICLE 16: ASSIGNMENT:

The Beartooth RC&D shall not sublet or assign any of the services covered by this Memorandum of Understanding without the express written consent of the Entity.

ARTICLE 17: NON-WAIVER:

Waiver by the County of any provision of this memorandum of understanding or any time limitation provided for in this memorandum of understanding shall not constitute a waiver of any other provision.

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
Chairman

ATTEST: _____

Date: _____

Billings City Council

2015 Memorandum of Understanding with Beartooth RC&D

April 13, 2015



Faces of Beartooth RC&D!



Luke Walawander,
Economic Development Director



Earl Atwood,
Office Manager



Joel Bertolino,
Food & Ag Program Director



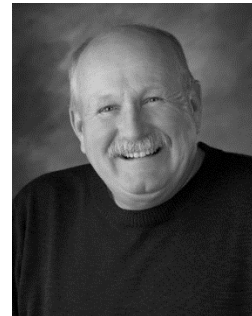
Faces of Beartooth RC&D continued...



Jillann Knutson,
Revolving Loan Fund Manager
and Bookkeeper



Dick Rath,
Forester/Fuels Program



Who we are...



- Established in 1969, the Beartooth RC&D serves as a regional entity for the cooperative efforts of 5 counties in South Central Montana in rural and economic development.
- The leadership of this non-profit corporation is comprised of elected officials and community leaders from the counties, incorporated towns and cities, conservation districts and tribal reservations.
- In February of 1996 the Economic Development Administration of the US Department of Commerce designated Beartooth RC&D as the Economic Development District for the region.

What we do....



- For economic development, our primary services include needs assessment, planning and development of business projects. *We deliver:*
 - **business development and financial planning assistance**
 - **direct business lending through the Revolving Loan Fund (RLF)**
 - **specialized agricultural business planning and development**
 - **regional and local economic development planning and facilitation**
 - **maintenance and improvement of public services, infrastructure and facilities**

What we do....



In providing these services we serve the region as:

- the federally recognized ***Economic Development District***,
- state recognized ***Certified Regional Development District***, state ***Food and Ag Development Center*** and ***Montana Cooperative Development Center***, and
- As of December 31, 2014, the region's **NeighborWorks Montana** homeownership education and counseling satellite services were transferred to the Home Center in Billings.

How do our services benefit the City of Billings?



The recent CEDS (Comprehensive Economic Development Strategy) was submitted to the EDA in July 2014. We encourage those with a project to contact Beartooth RC&D so that it can be incorporated within the document.

Viewers of the CEDS will notice:

- More concise format
- More frequent updates to plan (annual vs previous 5-year cycle)
- More convenient access through electronic publication

How do our services benefit the City of Billings?



Beartooth as a CRDC, continues to be a gateway to grant funding and grant administration:

- Big Sky Trust Fund Category II Planning Grant (exclusive)
- CRDC - Dept. of Commerce
- Dept. of Agriculture, FADC and Growth Through Ag
- DNRC and BLM (wild land urban interface fire assistance)
- EDA

How do our services benefit the City of Billings?



Our projects throughout 2014 and 2015 include planning grants and other efforts directly affecting Billings and the immediate vicinity, many of these in cooperation with or supporting Big Sky EDA projects.

2014-2015 BSTF Planning Grant Figures:

Dollars in Grants: \$126,135

Leveraged: \$163,091

Our Billings area projects...



Big Sky Trust Fund Grants

- **BillingsWorks Workforce Council:** \$26,250 planning grant received for strategic plan consultant work in partnership with Big Sky Economic Development Authority. Final presentation of work made in March 2015.
- **Billings Chamber of Commerce:** \$26,250 planning grant received to conduct convention and conference center feasibility study. Final presentation of work made in March 2015.
- **Trailhead Commerce Park:** Potential development near the Johnson Lane Interchange which would include construction of a large rail loading and unloading hub. Received 3 planning grants for this effort; most recent award in 2014 for \$21,100 to produce economic impact study.

Our Billings area projects...



Big Sky Trust Fund Grants Continued

- **Promise Holdings, LLC:** \$26,285 planning grant to offset expenses related to building expansion. Expansion will help company hire new jobs.
- **GTUIT, LLC:** \$26,250 planning grant to offset expenses related to developing a training protocol and manuals for export of GTUIT's technology to Egypt.

Other Billings Projects

- **Museum of the Yellowstone:** Planning effort to expand the Yellowstone County Museum into a proposed Museum of the Yellowstone. Possible Big Sky Trust Fund planning grant application to be submitted.
- **Lockwood Pedestrian Safety District:** Submitted Big Sky Trust Fund grant on behalf of the District. Unfortunately, was not successful. Continue to assist the District and its team in identifying future funding opportunities.

2015 MOU



- **Primary Purpose of the MOU is to** provide matching funds for federal EDA grant which establishes our five-county Economic Development District, assessed annually.



- **In Yellowstone County, per a negotiated agreement, the annual assessment is allocated:**

Yellowstone Co.	24%	\$6,581.03
City of Billings	36%	\$9,871.54
City of Laurel	6%	\$1,645.26
Big Sky EDA	34%	\$9,323.12

*Total County Assessment for 2015 is \$27,420.95, formulated using a base fee of \$3,500 plus a per capita assessment of .1537 cents using most current Federal Census estimate .
(2014 was 155,634)*

Thank You!



We sincerely appreciate your time, and we value this opportunity to update the Council on our activities.

Please contact any member of our team if you would like more information about our programs or projects in the area.

**Beartooth RC&D Area, Inc.
Ph. 406-962-3914
<http://www.beartooth.org>**

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Assignment and Transfer of Commercial Aviation Ground Lease from Industrial Properties, Inc. to Daniel W. Wells and Julane Wells

PRESENTED BY: Tom Binford, Director of Aviation & Transit

Department: Airport

PROBLEM/ISSUE STATEMENT

On May 24, 1999, Corporate Air entered into a twenty-five year Commercial Aviation Ground Lease with the City of Billings and subsequently built a 12,400 square foot building to accommodate a new U.S. Postal Service sort facility on the leased parcel located at 1761 Aviation Place on the east end of the Airport. The parcel contains 161,892.89 square feet. In October 2004, Corporate Air sold the building and assigned its Lease interest to Industrial Properties, Inc., the current Lessee. Industrial Properties now desires to sell the building it owns and assign its Lease interest to Daniel W. Wells and Julane Wells, Joint Tenants (Wellses). This Assignment and Transfer will formally transfer the Lease on this parcel from Industrial Properties, Inc. to the Wellses. However, since the original ground Lease is dated and requires updated language, the ground Lease has been revised to reflect an updated property description and current insurance and non-discrimination language. Additionally, the revised Lease will extend the Lease term to accommodate the amortization of the Wellses' investment in the purchase of the sort facility building from Industrial Properties. Lastly, since the Wellses will be financing the building purchase, a Lessor's Consent to Assignment of Lessee's Interest to Secure Bank Loan is also required. Copies of the Assignment and Transfer, revised Commercial Aviation Ground Lease, and Lessor's Consent to Assignment of Lessee's Interest to Secure Bank Loan are on file in the City Clerk's Office.

ALTERNATIVES ANALYZED

City Council may:

- Approve the Assignment and Transfer, revised Commercial Aviation Ground Lease, and Lessor's Consent to Assignment of Lessee's Interest to Secure Bank Loan; or
- Disapprove the Assignment and Transfer transaction.

FINANCIAL IMPACT

There is no financial impact from the Assignment and Transfer; the name on the Lease is all that changes with this action. The new Lease commences May 1, 2015 and terminates on April 30, 2025. Annual rent for the first year is \$35,616.48 and will be adjusted annually on the Lease's anniversary date by the Department of Labor Consumer Price Index For All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics, for the previous twelve months to keep pace with annual inflation.

RECOMMENDATION

Staff recommends that City Council approve the following: (1) Assignment and Transfer of the Commercial Aviation Ground Lease from Industrial Properties, Inc. to Daniel W. Wells and Julane Wells, Joint Tenants, (2) Revised Commercial Aviation Ground Lease with the Wellses, and (3) Lessor's Consent to Assignment to Secure Bank Loan.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: West End Hangar Ground Lease with Morledge-Hampton Family, LLC

PRESENTED BY: Tom Binford, Director of Aviation & Transit

Department: Airport

PROBLEM/ISSUE STATEMENT

Scott Morledge-Hampton, the Director of Morledge-Hampton Family, LLC desires to enter into a new West End Hangar Ground Lease and to construct a new 60' x 60' hangar on a parcel located at 2903 Overlook Drive. This Lease is for a 5,950 square foot parcel located in the general aviation area on the west end of the Airport. This will be the 26th lease in this area. The Lease is for twenty years, commencing April 1, 2015 and terminating on March 31, 2035. A copy of the Lease is on file in the City Clerk's Office.

ALTERNATIVES ANALYZED

City Council may:

- Approve the new twenty-year Ground Lease with Morledge-Hampton Family, LLC; or
- Disapprove the Ground Lease.

FINANCIAL IMPACT

The first year of this Lease will generate \$1,309 of revenue for the City's Airport. Subsequent years will be adjusted annually by the Department of Labor Consumer Price Index For All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics, for the previous twelve months to keep pace with annual inflation.

RECOMMENDATION

Staff recommends City Council approve the twenty-year West End Hangar Ground Lease to Morledge-Hampton Family LLC, for the term beginning April 1, 2015 and terminating on March 31, 2035.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Commercial Non-Aviation Ground Lease for Use as a Communications Equipment Site with Network Information Systems

PRESENTED BY: Tom Binford, Director of Aviation & Transit

Department: Airport

PROBLEM/ISSUE STATEMENT

Network Information Systems desires to enter into a new ground Lease for the purpose of constructing a new 100-foot tall wireless communication tower with supporting ground equipment. Network Information Systems intends to supply reliable data services to Billings businesses as an independent provider not associated with a large carrier. The location proposed in this Lease is a vacant 4,200 square foot parcel on the west end of the Airport, adjacent to the Verizon cell tower and a water reservoir owned by the City of Billings. The term is for ten years, beginning May 1, 2015 and ending April 30, 2025. The proposed tower is within one mile of another communication tower over 50 feet in height, and therefore required a special review. The Zoning Commission held a public hearing on Special Review #922 on February 3, 2015, and recommended conditional approval on a 4-0 vote. The City Council held a public hearing on Special Review #922 on February 23, 2015, and approved the Zoning Commission recommendation. A copy of the Lease is on file in the City Clerk's Office.

ALTERNATIVES ANALYZED

City Council may:

- Approve a new ten-year Ground Lease with Network Information Systems for use as a communications equipment site; or
- Disapprove a new ten-year Ground Lease with Network Information Systems for use as a communications equipment site.

FINANCIAL IMPACT

This Lease will generate \$10,000 in rental income for the first year. The annual amount is split between the ground rental, which will start at \$5,000 per year, and a charge of \$5,000 for each antenna installed. Both charges will be adjusted annually by the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics. As required by City Code, the Lease allows for co-location of antennas owned by other providers on the tower structure.

RECOMMENDATION

Staff recommends the City Council approve a new Commercial Non-Aviation Ground Lease for Use as a Communications Equipment Site with Network Information Systems for a ten-year term beginning May 1, 2015 and ending on April 30, 2025.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Amendment to Miller Crossing Development Agreement

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Miller Crossing is a commercial subdivision located south of King Avenue East, between South Billings Blvd and Orchard Lane. Cabela's, Sam's Club and a hotel (RW Billings, LLC) occupy some of the property and the remainder is vacant. In order for Cabela's and Sam's to build their stores, King Avenue East had to be improved to a five (5) lane urban road, which was completed in 2009. The City intended to pay for the improvements with a Tax Increment Finance (TIF) revenue bond. The 2008-2010 recession and lack of other development in the subdivision made it impossible for the City to sell TIF bonds. Therefore, the City, the developer and Cabela's signed a development agreement and the City sold Special Improvement District (SID) bonds to finance the street improvements. The development agreement requires the City to reimburse the property owners for their SID assessment payments, up to the amount of increment generated by the development. The City paid partial reimbursements for the past few years and is required to make additional ones in the future as the taxable value and tax increment increase.

The South Billings TIF board voted in December 2014, to recommend that the City sell TIF revenue bonds to retire the SID bonds. To accomplish this the City needed Cabela's, Sam's, RW Billings and South Billings Center (Developer) to sign an amendment to the original development agreement. The amendment eliminates paying for past SID reimbursement shortfalls and it discontinues future reimbursements to all four entities once the SID bonds are retired on July 1, 2015.

All four entities have signed the amendment to the Miller Crossing development agreement and staff is requesting that the City Council also approve the amendment.

ALTERNATIVES ANALYZED

City Council may:

- Approve, or;
- Disapprove the Amendment to Miller Crossing Development Agreement. Both alternatives' financial consequences are described below.

FINANCIAL IMPACT

The Miller Crossing tax increment is approximately \$270,000 per year, and the new TIF revenue bond debt service payment is approximately \$348,000 per year. The South Billings TIF district is generating about \$1.6 million of increment per year, so there is enough money in the annual tax collections to pay the \$78,000 per year difference between the TIF bond debt and the Miller Crossing tax increment. When fully developed, Miller Crossing may produce enough increment to pay the entire annual debt service.

RECOMMENDATION

Staff recommends that the City Council approve the Amendment to the Miller Crossing Development Agreement.

APPROVED BY CITY ADMINISTRATOR

Attachments

Amendment

Return To:
City of Billings, Montana
Office of City Clerk
201 North 27th Street
Billings, Montana 59101

FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this “First Amendment”) shall be dated as of _____, 2015, and is made by and among **SOUTH BILLINGS CENTER, LLC**, a Delaware limited liability company whose address is c/o Retail Properties of America Inc., 2021 Spring Road Suite 200, Oak Brook, Illinois 60523 (the “Developer”), **CABELA’S WHOLESALE, INC.**, a Nebraska corporation whose address is One Cabela Drive, Sidney, Nebraska 69160, as successor by merger to Cabela’s Retail, Inc., a Nebraska corporation (“Cabela’s”), **RW BILLINGS, LLC**, a South Dakota limited liability partnership whose address is 1910 8th Avenue NE, Aberdeen, South Dakota 57401 (“RW Billings”), **SAM’S REAL ESTATE BUSINESS TRUST**, a Delaware trust company whose address is 702 SW 8th Street, Bentonville, Arkansas 72716 (“Sam’s Club” and, together with the Developer, Cabela’s and RW Billings, the “**Property Owners**”) and the **CITY OF BILLINGS, MONTANA**, a municipal corporation whose address is 210 North 27th Street Billings, Montana 59101 (the “City” and, together with the Property Owners, the “Parties”).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Development Agreement dated as of August 11, 2008 originally by and among the Developer, Cabela’s and the City (the “Development Agreement”), the Developer and Cabela’s agreed to undertake the development of the Billings Town Square Shopping Center (the “Project”) and the City agreed to construct certain public improvements described in the Development Agreement (the “Public Improvements”); and

WHEREAS, the City created Special Improvement District No. 1385 (the “District”) and issued special improvement district bonds (the “Special Improvement District Bonds”) to finance the costs of the Public Improvements which are currently outstanding in the aggregate principal amount of \$5,520,000; and

WHEREAS, the City has pursuant to Ordinance No. 08-5462 (the “Ordinance”) created the South Billings Boulevard Urban Renewal District which contains a tax increment provision (the “Urban Renewal District”) and determined that the Project and the Public Improvements are urban renewal projects eligible for tax increment financing; and

WHEREAS, the Special Improvement District Bonds are payable from special assessments levied against the Property in the District (the “Assessments”) and pursuant to the Development Agreement the City agreed to use the tax increment revenue generated from the Project (the “Project Tax Increment”) to reimburse the Property Owners for the payment of the Assessments; and

WHEREAS, subsequent to the issuance of the Special Improvement District Bonds, the Developer sold lots within the Project area to RW Billings and Sam’s Club, whereupon RW Billings and Sam’s Club became assignees of certain of the Developer’s rights and obligations under the Development Agreement and became parties thereto; and

WHEREAS, pursuant to the Development Agreement, the Developer agreed to complete the Project substantially in accordance with the five year schedule of development provided by the Developer and set forth in the report of King and Associates dated as of July 11, 2008 (the “King Report”); and

WHEREAS, as of the date hereof, approximately 60% of the Project has been completed and the Project Tax Increment is approximately 60% of the amount projected to be generated by the King Report; and

WHEREAS, pursuant to the Development Agreement, the City stated its intention to refund the Special Improvement District Bonds from the proceeds of tax increment revenue bonds payable from the Project Tax Increment when and to the extent that the Project Tax Increment is adequate to successfully market a principal amount of bonds sufficient to redeem the Special Improvement District Bonds, fund a debt service reserve, to pay costs associated with the sale and issuance of the Bonds, without any additional credit support of the Developer, at which time the Assessments would be permanently and unconditionally removed from the Property in the District; and

WHEREAS, the Project Tax Increment is insufficient for purposes of reimbursing the Property Owners for the payment of all Assessments and/or undertaking the refunding of the Special Improvement District Bonds; and

WHEREAS, the Property Owners request that the City refund the Special Improvement District Bonds from the proceeds of tax increment revenue bonds payable from the District as a whole (and not just from the Project Tax Increment as set forth in the Development Agreement) in consideration for which the Property Owners shall forfeit reimbursement of the Assessments, including but not limited to any accumulated aggregate unreimbursed portion of the Assessments.

NOW THEREFORE, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Parties hereto hereby agree, covenant and represent as follows:

Section 1. Refunding of the Special Improvement District Bonds. The City agrees to undertake the refunding of the Special Improvement District Bonds from the proceeds of tax increment revenue bonds payable from the District as a whole (and not just from the Project Tax Increment as set forth in the Development Agreement) as soon as practicable and in accordance with the terms and conditions set forth in Section 6 of the Development Agreement. Upon the refunding of the Special Improvement District Bonds, the Assessments shall be permanently and unconditionally removed from the Property in the District.

Section 2. Reimbursements. Notwithstanding anything in the Development Agreement to the contrary, on and after the refunding of the Special Improvement District Bonds as described in Section 1 hereof, the City shall no longer be required to reimburse the Property Owners for the payment of the Assessments, including but not limited to any accumulated aggregate unreimbursed portion of the Assessments.

Section 3. Governing Law. This First Amendment shall be governed by and construed in accordance with the applicable laws of the State of Montana.

Section 4. Construction. If any provision of this First Amendment is found invalid to any extent, the remainder of this First Amendment shall not be affected thereby, and any provision of this First Amendment shall be valid and enforceable to the fullest extent permitted by law.

Section 5. Successors and Assigns. The stipulations and agreements of this First Amendment shall be binding on the successors and assigns of the Parties.

Section 6. Defined Terms. Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Development Agreement.

SOUTH BILLINGS CENTER, LLC,
a Delaware limited liability company

By: IWR Protective Corporation,
a Delaware corporation, its sole member

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
 : ss
County of _____)

On this _____ day of _____, 20___, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of South Billings Center, LLC, the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

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

Notary Public for the State of Illinois
Printed name: _____
Residing at: _____
My commission expires: _____

RW BILLINGS LLC

By: _____

Name: _____

Title: _____

STATE OF SOUTH DAKOTA)

County of _____ : ss
(_____)

On this _____ day of _____, 20__, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of RW Billings LLC, the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

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

Notary Public for the State of South Dakota
Printed name: _____
Residing at: _____
My commission expires: _____

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: W.O. 12-43, Backup Power Phase III - Professional Services Contract Amendment No. 3

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

Staff is requesting that the City Council consider authorizing and executing a Contract Amendment for Professional Services with HDR Engineering to provide additional construction administration services for W.O. 12-43 Water Treatment Plant (WTP) Backup Power Phase III. The purpose of this project is to provide backup power and electrical upgrades to the Voelker, Willett, Chapple, Staples, and Leavens Pump Stations in the City's water distribution system.

HDR is under contract to provide part time inspection, which is typical for these types of electrical projects. However, change orders and contractor coordination has taken considerably more time than anticipated, which has required HDR to provide closer to full-time construction inspection. This contract amendment adds the additional inspection time needed for HDR to provide construction inspection for the remainder of the project.

ALTERNATIVES ANALYZED

City Council may:

- Approve the Contract Amendment No. 3 with HDR Engineering in the amount of \$11,700; or;
- Disapprove Contract Amendment No. 3 with HDR Engineering. If the contract amendment is not approved, then adequate construction inspection will not be provided.

FINANCIAL IMPACT

Funds for Contract Amendment No. 3 are available from Water Funds budgeted in FY15. If approved, the Professional Services Contract with HDR Engineering will total \$165,700.00.

RECOMMENDATION

Staff recommends that Council authorize W.O. 12-43 Contract Amendment No. 3 with HDR Engineering in the amount of \$11,700.00

APPROVED BY CITY ADMINISTRATOR

Attachments

W.O. 12-43 Contract Amendment No. 3

AMENDMENT NO. 3
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
W.O. 12-43
WTP BACKUP POWER PHASE III

THIS AGREEMENT, made and entered into on December 17, 2012, by and between the following:

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

and

HDR Engineering, Inc.
2913 Millenium Circle
Billings, Montana 59102
Hereinafter designated the Contractor

WITNESSETH:

WHEREAS, the City and Contractor have entered into a contract dated December 17, 2012, for Contractor to provide engineering services to the City for Work Order 12-43 WTP Backup Power Phase III, and;

WHEREAS, the City has need for additional engineering services, and;

WHEREAS, the City has authority to contract for consulting engineering services, and;

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

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the Parties hereto agree as follows:

Part I, Section 3. Change the Termination of Contractor's Services date to July 31, 2015.

Part I, Section 4. is amended as follows:

Increase the amount of compensation by Eleven Thousand Seven Hundred and no/100 DOLLARS (\$11,700.00) to One Hundred Sixty Five Thousand Seven Hundred and no/100 DOLLARS (\$165,700.00).

Appendix A, Section 3. Change the 6th Bullet Item in Amendment No. 2 for Scope of Work, Chapple Pump Station Electrical Upgrades to read as follows:

- Remove all controls in original station control panel. Hardwire all controls and instruments directly to the PLC Control Cabinet.

Appendix A, Section 3. Add 44 hours to Task 403 – Field Services for a total of 265 hours.

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

CONSULTANT

NAME: _____

BY: _____

TITLE: _____

DATE: _____

CITY OF BILLINGS, MONTANA

BY: _____
Mayor

DATE: _____

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Approval of Amendment 19 with Morrison-Maierle, Inc. for a Pavement Condition Index Survey for Billings Logan International Airport

PRESENTED BY: Tom Binford, Director of Aviation & Transit

Department: Airport

PROBLEM/ISSUE STATEMENT

On April 9, 2012, the City Council approved a five-year contract with Morrison-Maierle, Inc. to provide all the project designs, surveys, development of project plans, and contract administration. The five-year term contract is amended each time a project is undertaken, and Amendment 19, for \$60,410, includes all of the services listed above for this project. This project will provide the engineering services for a Pavement Condition Index (PCI) Survey. Every three years the Federal Aviation Administration (FAA) requires the Airport to survey all airfield pavement surfaces in order to provide information on the condition of those pavement surfaces. The information from this survey is used to develop a preventative maintenance schedule and to program the needed pavement repairs or replacement projects before the pavement fails and costly emergency repairs are needed. The scope of work and associated engineering fees for these services have been reviewed and negotiated by staff and approved by the FAA.

ALTERNATIVES ANALYZED

City Council may:

- Approve Amendment 19 with Morrison-Maierle, Inc. for engineering services to provide the PCI Survey; or
- Decline to Approve Amendment 19, delaying the project.

FINANCIAL IMPACT

The total cost of Amendment 19 with Morrison-Maierle, Inc. for the engineering services to provide a PCI Survey is \$60,410, and will be funded 90% with an FAA AIP Entitlement Grant and with 10% local match funds. The Federal share will be \$54,369, and the Airport's local share will be \$6,041. This project is included in the current budget and the local match funds are budgeted and available in the Airport's Capital account.

RECOMMENDATION

Staff recommends the City Council Approve Amendment 19 with Morrison-Maierle, Inc. for the engineering services associated with the PCI Survey for the amount of \$60,410.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Confirmation of Probationary Police Officers Kramer, Adams, and Stovall

PRESENTED BY: Rich St. John, Police Chief

Department: Police

PROBLEM/ISSUE STATEMENT

On March 31, 2014, Officers Ryan Kramer, Jeremiah Adams, and Jeffrey Stovall 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 the officers 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

There is no financial impact to the City.

RECOMMENDATION

Staff recommends that the City Council confirm Officers Ryan Kramer, Jeremiah Adams, and Jeffrey Stovall as Billings Police Officers.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: W.O. 14-13; Elysian Area Water & Sanitary Sewer Extension Easements

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

The City Council will consider approving four (4) Perpetual Right-of-Way Easements associated with the W.O. 14-13, Elysian Area Water & Sanitary Sewer Extension project. The easement Grantors are Armstrong, Clause, Quarnburg, and Walter. City water and/or sanitary sewer utilities will be located within the easements. None of the Grantors are seeking compensation.

The easements are necessary to complete the water and sanitary sewer extension project which will install approximately 1.0 mile of 16-inch water main, 500 feet of 24-inch water main and 1.5 miles of 24-inch sanitary sewer main as City trunk (general benefit) facilities in Elysian Road and the easements west and southwest from the Mullowney Lane area to East Lane.

The utility extension project was bid on March 24 and construction of the improvements will take place this summer between early May and late August. Staff is recommending construction project award to Western Municipal Construction in the amount of \$3.2 million (\$3.03M City and \$0.16M Elysian School shares).

ALTERNATIVES ANALYZED

City Council may:

- Approve the four water and sanitary sewer Perpetual Right-of-Way easements, or;
- Disapprove the the water and sanitary sewer Perpetual Right-of-Way easements. If the easements are not approved and the project is not constructed, development may proceed in the area around Elysian Road west of Mullowney Lane without City water and sanitary sewer service in place, or development dependent on these City services will not proceed at all.

FINANCIAL IMPACT

None of the four easement Grantors are seeking compensation for the easements.

RECOMMENDATION

Staff recommends that Council approve four Perpetual Right-of-Way Easements associated with the W.O. 14-13, Elysian Area Water & Sanitary Sewer Extension project.

APPROVED BY CITY ADMINISTRATOR

Attachments

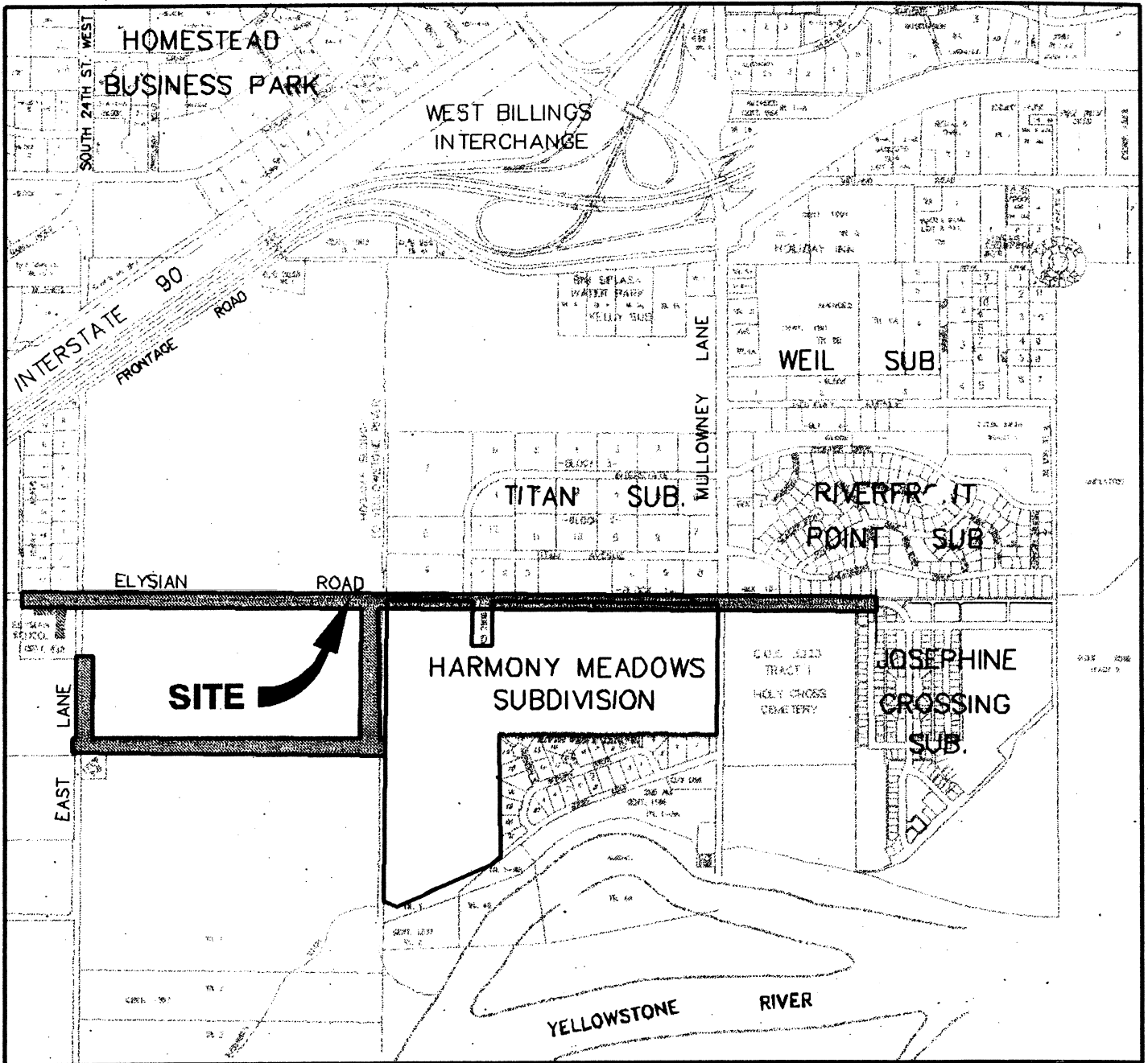
WO 14-13 Vicinity Map

WO 14-13 Armstrong Perpetual ROW Easement

WO 14-13 Clause Perpetual ROW Easement

WO 14-13 Quanburg Perpetual ROW Easement

WO 14-13 Walter Perpetual ROW Easement



VICINITY MAP

FINAL DRAFT

PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this _____ day of _____, 20____, the undersigned, GARY J. ARMSTRONG LIVING TRUST, 1701 East Lane, Billings, MT 59101, hereinafter called "Grantors", hereby grant and convey unto THE CITY OF BILLINGS, a municipal corporation and political subdivision of the State of Montana, of the address of City Hall, Billings, Montana 59101, hereinafter called "Grantee", a perpetual easement and right-of-way over, across, under and through the following described tracts of real property in Yellowstone County Montana:

An easement situated within a parcel of land described as Government Lot 1 and the NE1/4NW1/4 of Section 19, T. 1 S., R. 26 E., P.M.M., excepting therefrom the north 30' for county road (Elysian Road) as conveyed to Yellowstone County by Deed recorded February 6, 1904 in Book P of Deeds, Page 21; also excepting therefrom the east 20' more or less as conveyed to the Yellowstone Canyon Creek Ditch Company by Deed recorded in Book 67, Page 368, under Document No. 115489; also excepting therefrom the west 16.5' of the east 36.5' more or less as conveyed to the Canyon Creek Ditch Company by Deed recorded in Book 149, Page 206, under Document No. 242974; said easement being more particularly described as follows:

Commencing at the N1/4 corner of said Section 19; thence S 00°07'22" E along the north-south midsection line of said Section 19, a distance of 30.00 feet to a point on the southerly right-of-way line of Elysian Road; thence S 89°58'20" W along said right-of-way line, a distance of 42.88 feet to the true Point of Beginning; thence, from said Point of Beginning, leaving said right-of-way line, S 01°58'02" W a distance of 387.26 feet; thence S 00°07'22" E a distance of 907.23 feet to a point on the south line of said Government Lot 1 and the NE1/4NW1/4 of Section 19; thence S 89°58'09" W along said south line a distance of 2349.15 feet to the N1/16 corner (west) of said Section 19; thence N 00°01'18" W along the west line of said Section 19 a distance of 30.00 feet; thence, leaving said west line, N 89°58'09" E a distance of 579.13 feet; thence S 88°33'45" E a distance of 390.21 feet; thence N 89°58'09" E a distance of 1349.91 feet; thence N 00°07'22" W a distance of 887.73 feet; thence N 01°58'02" E a distance of 331.34 feet; thence along a tangent curve to the left with a central angle of 72°10'56", a radius of 15.00 feet, and a length of 18.90 feet (chord bears N 34°07'26" W a distance of 17.67 feet); thence along a reversing curve to the right with a central angle of 68°10'27", a radius of 45.00 feet, and a length of 53.54 feet (chord bears N 36°07'40" W a distance of 50.44 feet) to a point on said southerly right-of-way line of Elysian Road; thence N 89°58'20" E along said right-of-way line a distance of 71.57 feet to said Point of Beginning; said easement having an area of 94,326 square feet; said easement also being as shown on attached Exhibits 'A-1' & 'A-2'.

This Perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing sanitary sewer lines over, across, under and through the said real property, together with the right of free ingress and egress at all times for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing said sanitary sewer lines and appurtenances, and adding additional sanitary sewer lines.

The Grantor grants this easement under the condition that no damage be done to the existing center pivot irrigation system and associated facilities located along the easterly and southerly lines of said parcel. Should damage be done to said irrigation system and/or the associated facilities, the Grantor requires that repairs be made to the Grantor's satisfaction.

FINAL DRAFT

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt and hereby accepts the property interest conveyed through this instrument.

Mayor, City of Billings

ATTEST: _____
City Clerk

**FINAL
DRAFT**

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 _____ and _____, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they executed the foregoing instrument.

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

(SEAL)

Signature of Notary

Printed name of Notary

NOTARIAL SEAL * STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES _____

EXHIBIT A-1

SANITARY SEWER EASEMENT LOCATED WITHIN GOV'T LOT 1
& THE NE1/4NW1/4 OF SECT. 19, T1S, R26E, PMM

PREPARED FOR : THE CITY OF BILLINGS

FEBRUARY, 2015

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA

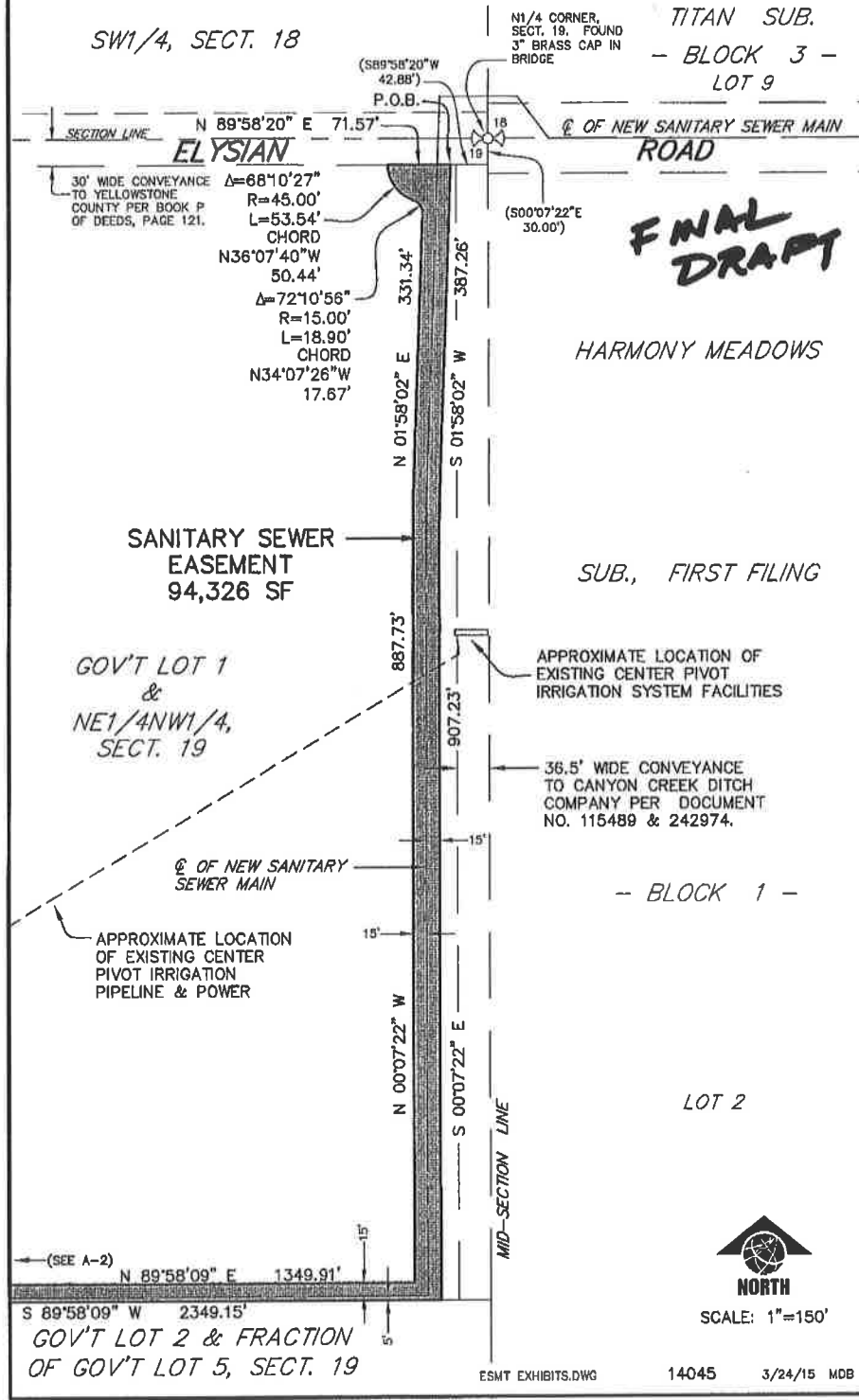


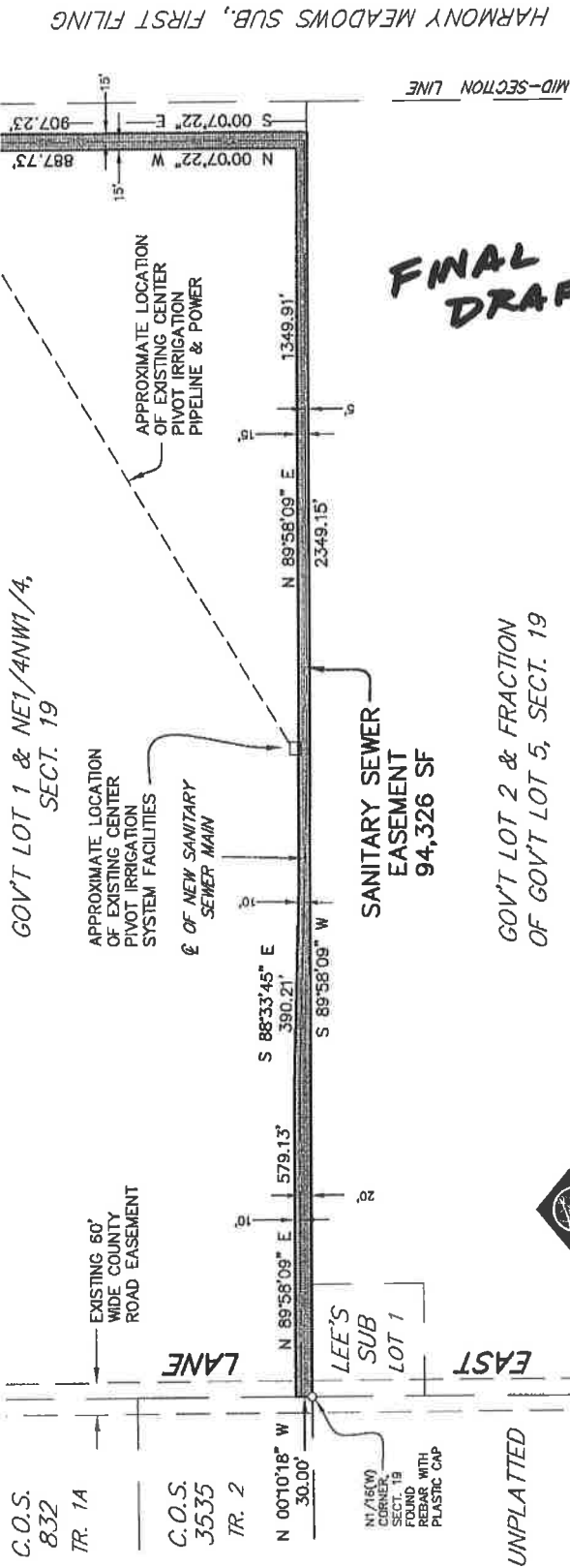
EXHIBIT A-2

SANITARY SEWER EASEMENT LOCATED WITHIN GOV'T LOT 1
& THE NE1/4NW1/4 OF SECT. 19, T1S, R26E, PMM

PREPARED FOR : THE CITY OF BILLINGS
PREPARED BY : SANDERSON STEWART

FEBRUARY, 2015
BILLINGS, MONTANA

GOV'T LOT 1 & NE1/4NW1/4,
SECT. 19



FINAL DRAFT

PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this 13 day of MARCH, 2015, the undersigned, JOCK CLAUSE & KATHY CLAUSE, 926 Main Street, Billings, MT 59105, hereinafter called "Grantors", hereby grant and convey unto THE CITY OF BILLINGS, a municipal corporation and political subdivision of the State of Montana, of the address of City Hall, Billings, Montana 59101, hereinafter called "Grantee", a perpetual easement and right-of-way over, across, under and through the following described tracts of real property in Yellowstone County Montana:

An easement situated in the southwest corner of Lot 9, Block 3, Titan Subdivision, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3133913; said easement being more particularly described as follows:

Beginning at a point being the southwest corner of said Lot 9; thence, from said Point of Beginning, N 00°07'44" E along the west line of said Lot 9 a distance of 23.00 feet; thence, leaving said west line, N 89°58'02" E a distance of 40.56 feet; thence S 36°49'17" E a distance of 28.72 feet to a point on the south line of said Lot 9; thence S 89°58'02" W along said south line a distance of 57.77 feet to said Point of Beginning; said easement having an area of 1,130 square feet; said easement also being as shown on attached Exhibit 'A'.

This Perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing sanitary sewers and/or water lines over, across, under and through the said real property, together with the right of free ingress and egress at all times for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing said sanitary sewers and/or water lines and appurtenances, and adding additional sanitary sewer and/or water lines.

Grantors shall continue to have the right to use and enjoy the above-described property, except as to the rights herein granted, subject to the following restrictions:

1. Grantors and their successors agree not to construct, nor cause to be constructed, within the easement right-of-way, any type of building or structure, such as, but not limited to, houses, garages, sheds, kennels, fences, nor any other fixed objects of any kind, shape or form, except as many be licensed by Grantee.
2. Grantors agree not to plant, nor cause to be planted within the easement right-of-way any trees, bushes, shrubs, hedges nor any other plantings of a similar nature, except as may be licensed by Grantee.
3. Grantors agree that authorized representatives of the City of Billings can freely travel within the easement right-of-way with their equipment in the performance of their duties at any time, day or night, regardless of outside weather conditions.
4. Grantors agree to obtain the permission of the Public Works Department or Grantee prior to placing or removing any fill dirt within the easement right-of-way and, in addition, in the event such permission is granted, the Grantors agree to perform any work necessary to modify the existing sanitary sewers and/or water lines and appurtenances, which work may be required prior to placing or removing any fill dirt within the easement right-of-

way and all such work shall be done at the Grantor's expense and without expense to the City.

- 5. Grantors agree that the sole responsibility of the City of Billings for any surface restoration due to any construction, replacement, repair or service work to the sanitary sewer and/or water lines by the City of Billings, shall be limited to trench backfill compaction and placement of backfill material to existing grade by the City of Billings.

6. HOLD HARMLESS AGREEMENT:

- Grantors agree that the owner or owners of the above described property shall at all times fully relieve and save harmless the City of Billings and its authorized representatives for any and all damages of property that may be caused within said easement right-of-way, such as, but not limited to, ruts or deep tracks in lawns, gardens, or flower beds, broken or crushed shrubs, bushes, hedges, trees or any other type of plantings; crushed, cracked split or otherwise damaged, irrigation piping and appurtenances; and, any other damage to any other type of object, material or equipment located within the easement right-of-way which cannot, with a minimum of human effort and within a few minutes time period, be removed from easement right-of-way by authorized representatives of the City of Billings in exercise of any of their rights under this easement right-of-way.
- Grantors agree the owners of the above described real property shall reimburse the City of Billings for any and all damage claims paid by the City for damages of any type or nature to any and all persons and entities in the event such damage results from or was caused to happen by such owner's failure to comply with any portion of the rights, restrictions, obligations or responsibilities contained in this agreement.

- 7. The restrictions, Covenants and Hold Harmless Agreements herein contained shall attach to and run with the land and shall bind the parties hereto and all persons claiming thereunder.

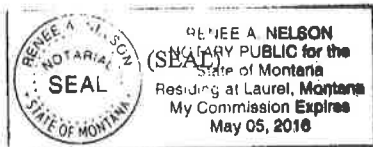
Grantors warrant and covenant that there are no liens or other encumbrances on the described tract or tracts.

Jock Clause
 Jock Clause

STATE OF MONTANA)
) ss.
 County of Yellowstone)

On this 13 day of March, 2015, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jock Clause to me known to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same.

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



Renee A. Nelson
 Signature of Notary
Renee A. Nelson
 Printed name of Notary

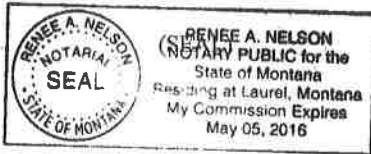
NOTARIAL SEAL * STATE OF MONTANA
 RESIDING AT BILLINGS, MONTANA
 MY COMMISSION EXPIRES 5/5/2016

Kathy L. Clause
Kathy Clause

STATE OF MONTANA)
) ss.
County of Yellowstone)

On this 13 day of March, 2015, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Kathy L. Clause to me known to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same.

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



Renee A. Nelson
Signature of Notary
RENEE A Nelson
Printed name of Notary

NOTARIAL SEAL * STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES 5/5/2016

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt and hereby accepts the property interest conveyed through this instrument.

Mayor, City of Billings

ATTEST: _____
City Clerk

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 _____ and _____, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they executed the foregoing instrument.

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

(SEAL)

Signature of Notary

Printed name of Notary

NOTARIAL SEAL * STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES _____

EXHIBIT A

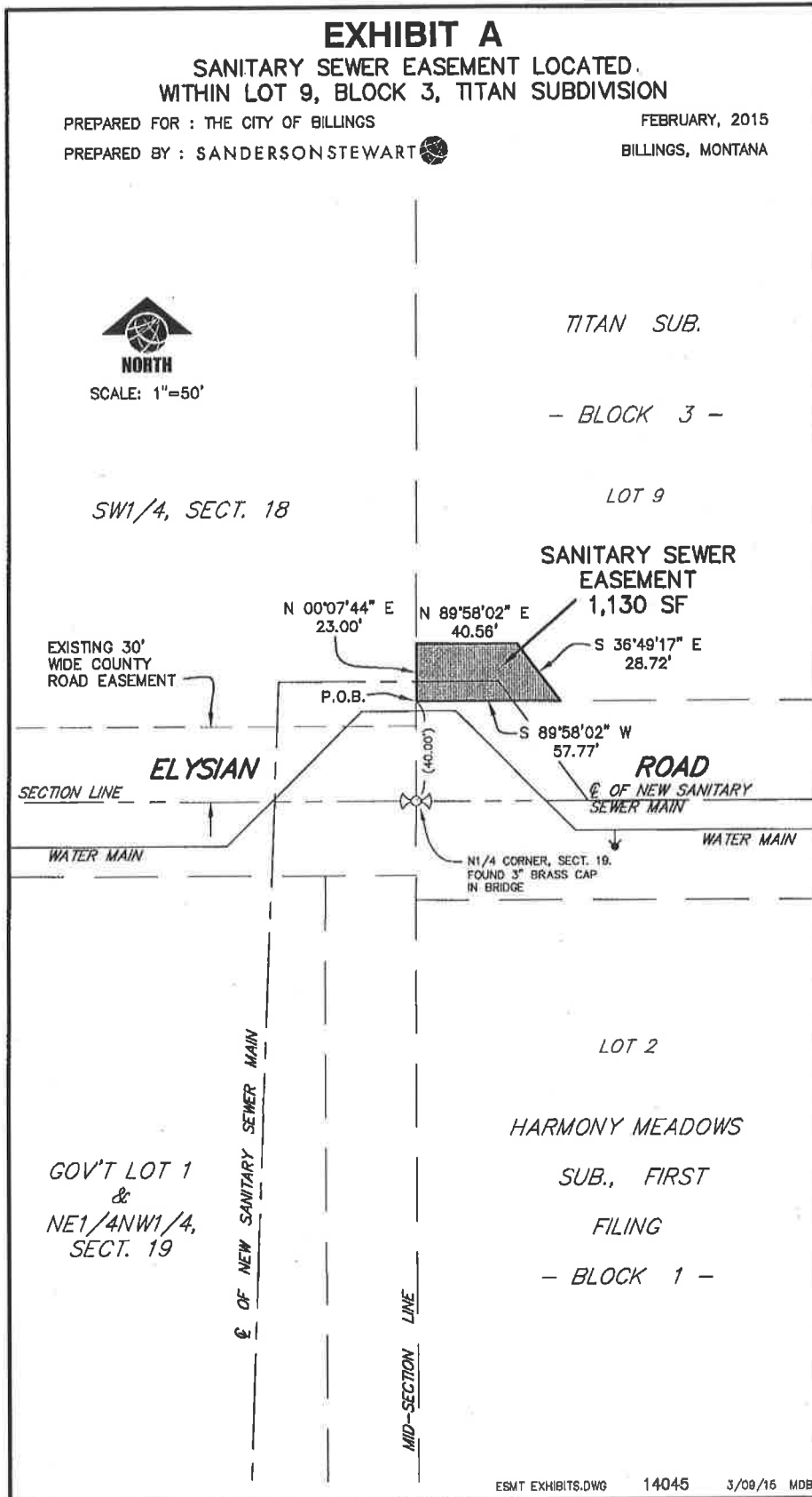
SANITARY SEWER EASEMENT LOCATED WITHIN LOT 9, BLOCK 3, TITAN SUBDIVISION

PREPARED FOR : THE CITY OF BILLINGS

FEBRUARY, 2015

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



FINAL DRAFT

PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, including construction by Grantee of the 8-inch lateral stubs shown on the attached Exhibit 'A', the undersigned, QUARNBURG FARMING CORP., 6132 S. Frontage Road, Billings, MT 59101, hereinafter called "Grantors", does, on this _____ day of _____, 20____, hereby grant and convey unto THE CITY OF BILLINGS, a municipal corporation and political subdivision of the State of Montana, of the address of City Hall, Billings, Montana 59101, hereinafter called "Grantee", a perpetual easement and right-of-way over, across, under and through the following described tracts of real property in Yellowstone County Montana:

An easement situated in the southeast corner of a parcel of land described as the SW1/4 of Section 18, T. 1 S., R. 26 E., P.M.M., less highway right-of-way, Certificate of Survey No. 1614, & Certificate of Survey No. 2038; said easement being more particularly described as follows:

Beginning at a point on the south line of said Section 18, whence said point bears S 89°58'20" W along said south line a distance of 36.69 feet from the S1/4 corner of said Section 18; thence, from said Point of Beginning, S 89°58'20" W along said south line a distance of 35.11 feet; thence, leaving said south line, N 01°58'02" E a distance of 63.04 feet; thence N 89°58'20" E a distance of 69.78 feet to a point on the north-south midsection line of said Section 18; thence S 00°07'44" W along said midsection line a distance of 42.00 feet; thence, leaving said midsection line, S 89°58'20" W a distance of 15.74 feet; thence S 44°58'14" W a distance of 29.70 feet to said Point of Beginning; said easement having an area of 3,909 square feet; said easement also being as shown on attached Exhibit 'A'.

This Perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing sanitary sewers and water lines over, across, under and through the said real property, together with the right of free ingress and egress at all times for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing said sanitary sewers and water lines and appurtenances, and adding additional sanitary sewer and water lines.

Grantors shall continue to have the right to use and enjoy the above-described property, except as to the rights herein granted, subject to the following restrictions:

1. Grantors and their successors agree not to construct, nor cause to be constructed, within the easement right-of-way, any type of building or structure, such as, but not limited to, houses, garages, sheds, kennels, fences, nor any other fixed objects of any kind, shape or form, except as many be licensed by Grantee.
2. Grantors agree not to plant, nor cause to be planted within the easement right-of-way any trees, bushes, shrubs, hedges nor any other plantings of a similar nature, except as may be licensed by Grantee or required by City or County ordinance or development agreement.
3. Grantors agree that authorized representatives of the City of Billings can freely travel within the easement right-of-way with their equipment in the performance of their duties at any time, day or night, regardless of outside weather conditions.
4. Grantors agree to obtain the permission of the Public Works Department or Grantee prior to placing or removing any fill dirt within the easement right-of-way and, in addition, in

FINAL DRAFT

FINAL DRAFT

the event such permission is granted, the Grantors agree to perform any work necessary to modify the existing sanitary sewers and water lines and appurtenances, which work may be required prior to placing or removing any fill dirt within the easement right-of-way and all such work shall be done at the Grantor's expense and without expense to the City.

5. Grantors agree that the sole responsibility of the City of Billings for any surface restoration due to any construction, replacement, repair or service work to the sanitary sewer and water lines by the City of Billings, shall be limited to trench backfill compaction and placement of backfill material to existing grade by the City of Billings, and for restoration of any driveway or road placed within the easement by the Grantor, its successors or assigns; Grantee hereby authorizes the placement of a road or driveway within the easement, and continued use of the existing dirt road which crosses this easement.
6. HOLD HARMLESS AGREEMENT:
 - Grantors agree that the owner or owners of the above described property shall at all times fully relieve and save harmless the City of Billings and its authorized representatives for any and all damages of property that may be caused within said easement right-of-way, such as, but not limited to, ruts or deep tracks in lawns, gardens, or flower beds, broken or crushed shrubs, bushes, hedges, trees or any other type of plantings; crushed, cracked split or otherwise damaged, irrigation piping and appurtenances; and, any other damage to any other type of object, material or equipment located within the easement right-of-way which cannot, with a minimum of human effort and within a few minutes time period, be removed from easement right-of-way by authorized representatives of the City of Billings in exercise of any of their rights under this easement right-of-way.
 - Grantors agree the owners of the above described real property shall reimburse the City of Billings for any and all damage claims paid by the City for damages of any type or nature to any and all persons and entities in the event such damage results from or was caused to happen by such owner's failure to comply with any portion of the rights, restrictions, obligations or responsibilities contained in this agreement.
7. The restrictions, Covenants and Hold Harmless Agreements herein contained shall attach to and run with the land and shall bind the parties hereto and all persons claiming thereunder.

Grantors warrant and covenant that there are no liens or other encumbrances on the described tract or tracts, except any existing easement for Hogan's Slough. This easement is subject to the terms of any existing easement for Hogan's Slough.

FINAL DRAFT

QUARNBURG FARMING CORP.

By: _____

Title: _____

FINAL DRAFT

STATE OF MONTANA)
) ss.
County of Yellowstone)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____ to me known to be the _____ of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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

(SEAL)

Signature of Notary

Printed name of Notary

NOTARIAL SEAL * STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt and hereby accepts the property interest conveyed through this instrument.

Mayor, City of Billings

ATTEST: _____
City Clerk

**FINAL
DRAFT**

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 _____ and _____, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they executed the foregoing instrument.

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

(SEAL)

Signature of Notary

Printed name of Notary

NOTARIAL SEAL * STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES _____

EXHIBIT A

SANITARY SEWER & WATER MAIN EASEMENT LOCATED
WITHIN THE SW1/4 OF SECT. 18, T1S, R26E, PMM

PREPARED FOR : THE CITY OF BILLINGS

FEBRUARY, 2015

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



NORTH

SCALE: 1"=40'

**FINAL
DRAFT**

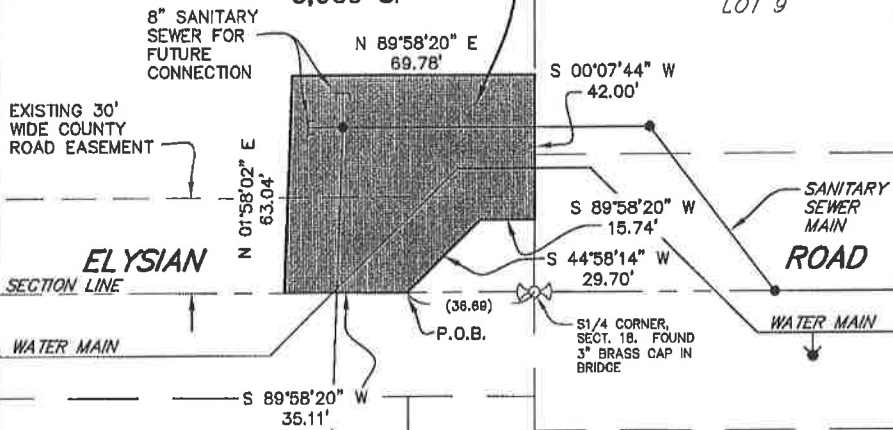
TITAN SUB.

SW1/4, SECT. 18

- BLOCK 3 -

SANITARY SEWER
& WATER MAIN
EASEMENT
3,909 SF

LOT 9



LOT 2

HARMONY MEADOWS

SUB., FIRST

FILING

- BLOCK 1 -

GOV'T LOT 1
&
NE1/4NW1/4,
SECT. 19

SANITARY SEWER MAIN

MID-SECTION LINE

FINAL DRAFT

PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this _____ day of _____, 20____, the undersigned, LEROY J. WALTER & NORMA J. WALTER, 1807 East Lane, Billings, MT 59101, hereinafter called "Grantors", hereby grant and convey unto THE CITY OF BILLINGS, a municipal corporation and political subdivision of the State of Montana, of the address of City Hall, Billings, Montana 59101, hereinafter called "Grantee", a perpetual easement and right-of-way over, across, under and through the following described tracts of real property in Yellowstone County Montana:

An easement situated in a parcel of land described as Government Lot 2 and a fraction of Government Lot 5 in Section 19, T. 1 S., R. 26 E., P.M.M., less Lee Subdivision; said easement being more particularly described as follows:

Beginning at a point on the north line of said Gov't Lots 2 & 5, whence said point bears S 89°58'09" W along said north line a distance of 57.00 feet from the northeast corner of said Gov't Lots 2 & 5; thence, from said Point of Beginning, leaving said north line, S 00°07'22" E a distance of 10.00 feet; thence S 89°58'09" W a distance of 1380.35 feet; thence N 88°33'45" W a distance of 390.20 feet to a point on said north line of Gov't Lots 2 & 5; thence N 89°58'09" E along said north line a distance of 1770.40 feet to said Point of Beginning; said easement having an area of 15,573 square feet; said easement also being as shown on attached Exhibit 'A'.

This Perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing sanitary sewer lines over, across, under and through the said real property, together with the right of free ingress and egress at all times for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing said sanitary sewer lines and appurtenances, and adding additional sanitary sewer lines.

Grantors shall continue to have the right to use and enjoy the above-described property, except as to the rights herein granted, subject to the following restrictions:

1. Grantors and their successors agree not to construct, nor cause to be constructed, within the easement right-of-way, any type of building or structure, such as, but not limited to, houses, garages, sheds, kennels, fences, nor any other fixed objects of any kind, shape or form, except as many be licensed by Grantee.
2. Grantors agree not to plant, nor cause to be planted within the easement right-of-way any trees, bushes, shrubs, hedges nor any other plantings of a similar nature, except as may be licensed by Grantee.
3. Grantors agree that authorized representatives of the City of Billings can freely travel within the easement right-of-way with their equipment in the performance of their duties at any time, day or night, regardless of outside weather conditions.
4. Grantors agree to obtain the permission of the Public Works Department or Grantee prior to placing or removing any fill dirt within the easement right-of-way and, in addition, in the event such permission is granted, the Grantors agree to perform any work necessary to modify the existing sanitary sewer lines and appurtenances, which work may be required prior to placing or removing any fill dirt within the easement right-of-way and all such work shall be done at the Grantor's expense and without expense to the City.

FINAL DRAFT

NORMA J. WALTER

**FINAL
DRAFT**

STATE OF MONTANA)
) ss.
County of Yellowstone)

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

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

(SEAL)

Signature of Notary

Printed name of Notary

NOTARIAL SEAL * STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES _____

EXHIBIT A

SANITARY SEWER EASEMENT LOCATED WITHIN
GOV'T LOTS 2 & 5, SECT. 19, T1S, R26E, PMM

PREPARED FOR : THE CITY OF BILLINGS
PREPARED BY : SANDERSON STEWART

FEBRUARY, 2015

BILLINGS, MONTANA

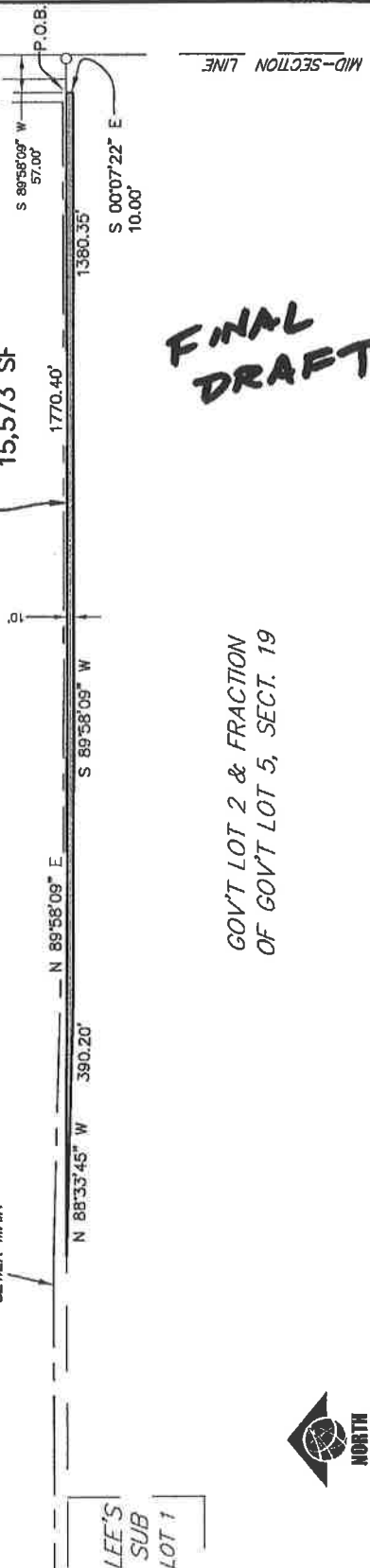
GOV'T LOT 1
&
NE1/4NW1/4,
SECT. 19

☉ OF NEW SANITARY
SEWER MAIN

☉ OF NEW SANITARY SEWER MAIN

36.5' WIDE CONVEYANCE
TO CANYON CREEK DITCH
COMPANY PER DOCUMENT
NO. 115489 & 242974.

SANITARY SEWER
EASEMENT
15,573 SF



**FINAL
DRAFT**

GOV'T LOT 2 & FRACTION
OF GOV'T LOT 5, SECT. 19



SCALE: 1"=200'

LEE'S
SUB
LOT 1

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Warranty Deed for Right of Way for Barrett Road

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

School District 2 recently completed a Certificate of Survey which splits off a street tract for Barrett Road, adjacent to the new Medicine Crow Middle School. The District is deeding this tract to the City. A portion of the newly-constructed street exists within this street tract. The Certificate of Survey will be assigned a number once it is filed and that information will be written into the warranty deed.

ALTERNATIVES ANALYZED

There is no viable alternative to accepting the warranty deed because the street exists within it.

FINANCIAL IMPACT

There is no significant financial impact with acceptance of the warranty deed.

RECOMMENDATION

Staff recommends Council accept the warranty deed for the street tract for Barrett Road.

APPROVED BY CITY ADMINISTRATOR

Attachments

Certificate of Survey

Warranty Deed

CERTIFICATE OF SURVEY No.

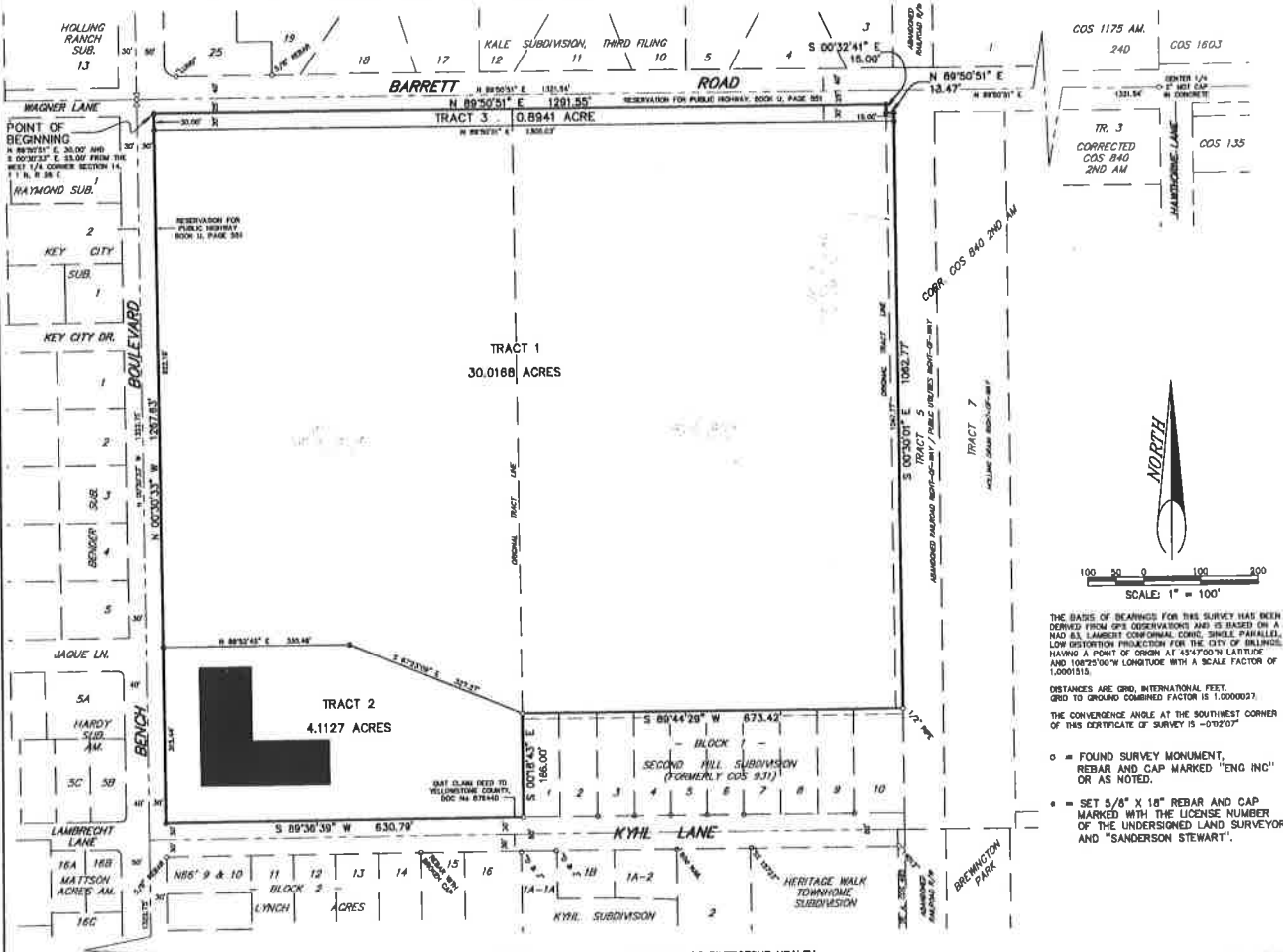
SITUATED IN THE SW1/4 OF SECTION 14, T. 1 N., R. 26 E., P.M.M.
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : SCHOOL DISTRICT #2

OCTOBER 2014

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



THE BASIS OF BEARINGS FOR THIS SURVEY HAS BEEN DERIVED FROM GPS OBSERVATIONS AND IS BASED ON A NAD 83 LAMBERT CONFORMAL CONIC SINGLE PARALLEL, LOW DISTORTION PROJECTION FOR THE CITY OF BILLINGS, HAVING A POINT OF ORIGIN AT 45°17'00" N LATITUDE AND 108°25'00" W LONGITUDE WITH A SCALE FACTOR OF 1.000015.

DISTANCES ARE GRID, INTERNATIONAL FEET, GRID TO GROUND CORRECTION FACTOR IS 1.000002.

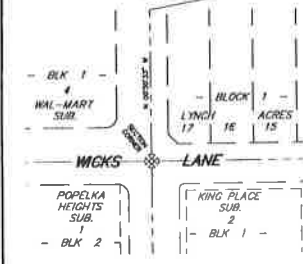
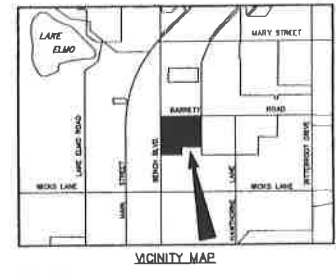
THE CONVERGENCE ANGLE AT THE SOUTHWEST CORNER OF THIS CERTIFICATE OF SURVEY IS -0°02'07"

o = FOUND SURVEY MONUMENT, REBAR AND CAP MARKED "ENG INC" OR AS NOTED.

e = SET 3/8" X 18" REBAR AND CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART".

CERTIFICATE OF COUNTY ATTORNEY
This document has been reviewed by the County Attorney's office and is acceptable as to form.

CERTIFICATE OF RIVERSTONE HEALTH
This Certificate of Survey has been reviewed and approved by Riverstone Health.
Health Officer or authorized Representative
Yellowstone City/County Health Department
doe riverstone Health



ERRORS AND OMISSIONS REVIEW
I hereby certify that I have examined the original and foregoing plat for errors and omissions in compilation and drafting.

[Signature] 03/20/2015
Examining Land Surveyor Date

PURPOSE OF SURVEY - RETRACE EXISTING BOUNDARY - RELOCATE EXISTING BOUNDARY LINES

The undersigned hereby certifies that the purpose of this survey is to retrace the outside boundaries of three tracts of land as described in deeds recorded under Document No. 854814 and Document No. 370650, records of Yellowstone County, Montana and to relocate the common boundary lines between these three adjoining properties.

This survey has been prepared pursuant to Section 78-3-40(1)(a), M.C.A. to provide material evidence not appearing on my map filed with the County Clerk and Recorder or contained in the records of the United States Bureau of Land Management and is exempt from review as a subdivision pursuant to Section 78-3-207(1)(a), M.C.A. for "divisions made outside of platted subdivisions for the purpose of retrace common boundary lines between adjoining properties."

This survey is not subject to review by the Department of Environmental Quality pursuant to ARN 17.36.605(2)(b)(i) & (6) for "a parcel that has a previous approval issued under Title 76, chapter 4, part 1, M.C.A."

SCHOOL DISTRICT No 2 of YELLOWSTONE COUNTY, MONTANA
also known as
Billings Elementary School District No. 2, Yellowstone County, Montana

[Signature]
The Band Project Manager

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

DATED: _____
Reviewed by: _____

STATE OF MONTANA)
County of Yellowstone)

On this 12 day of February, 2015, before me, a Notary Public in and for the State of Montana, personally appeared *[Signature]*, known to me to be the person who signed the foregoing instrument as *[Signature]*, of School District No. 2 of Yellowstone County, Montana, a.k.a. Billings Elementary School District No. 2, Yellowstone County, Montana and who acknowledged to me that he executed the same. Witness my hand and seal the day and year herein above written.

[Signature]
Signature of Notary



CERTIFICATE OF SURVEYOR
STATE OF MONTANA)
County of Yellowstone)

The undersigned, a Montana Registered Land Surveyor, being first duly sworn, deposes and says that during the month of October 2014, a survey was performed under the supervision of a tract of land situated in the SW1/4 of Section 14, T. 1 N., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to-wit:

Beginning at a point which is situated N 89°50'51" E a distance of 30.00 feet and S 00°30'33" E a distance of 25.00 feet from the west one quarter corner of Section 14, T. 1 N., R. 26 E., P.M.M., thence, from said point of beginning, N 89°50'51" E a distance of 1,291.55 feet to a point; thence S 00°32'41" E a distance of 15.00 feet to the northwest corner of Tract 8 in Corrected Certificate of Survey No. 840 Issued and approved by the State of Montana, thence, along the north line of said Tract 8, N 89°50'51" E a distance of 13.47 feet to the northeast corner of said Tract 8; thence, along the east line of said Tract 8, S 00°30'33" E a distance of 1092.77 feet to the northeast corner of Block 1 in Second Hill Subdivision, thence, along the north line of said Block 1, S 89°44'29" W a distance of 873.42 feet to the northwest corner of said Block 1; thence, along the west line of said Block 1, S 00°18'43" E a distance of 180.00 feet to a point on the north right-of-way line of Kuhl Lane, thence, along said north right-of-way line, S 89°46'39" W a distance of 830.79 feet to a point on the east right-of-way line of Bench Boulevard, thence, along said east right-of-way line, N 00°30'33" W a distance of 1,267.83 feet to the Point of Beginning, said described tract containing a gross acre and net area of 33.2236 acres, subject to all assessments of record or apparent on the ground.

That the monuments found and set out of the character and occupy the positions shown hereon, that said survey and the plat hereof show true and correct dimensions and that the plat conforms with the work on the ground.

SANDERSON STEWART
By: *[Signature]*
Montana Registration No. 8377-S
Date: February 23, 2015

CERTIFICATE OF COUNTY TREASURER
I hereby certify that all real property taxes and special assessments have been paid per 78-3-811(1)(b) / 78-3-207(3), M.C.A.

Date: _____
Yellowstone County Treasurer
BY: _____
Deputy

DEED
Document No. _____

Return to:
City of Billings
P.O. Box 1178
Billings, MT 59103

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 20 ____.

FOR VALUABLE CONSIDERATION, lawful money of the United States to them in hand paid by the **CITY OF BILLINGS**, THE receipt whereof is acknowledged, **WITNESSTH THAT:**

Billings Elementary School District No. 2,
Yellowstone County, Montana
415 North 30th Street
Billings, MT 59101

does hereby **GRANT, BARGAIN, SELL CONVEY, WARRANT AND CONFIRM** unto the **CITY OF BILLINGS** for the benefit and use of **The Public** the following described real property, to wit:

A tract of land situated the SW1/4 of Section 14, T. 1 N., R. 26 E., P.M.M. described as Tract 3, Certificate of Survey No _____, on file and of record in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. _____ more particularly described as follows:

Beginning at a point which is situated N 89°50'51" E a distance of 30.00 feet and S 00°30'33" E a distance of 25.00 feet from the west one quarter corner of Section 14, T. 1 N., R. 26 E., P.M.M.; thence, from said point of beginning, N 89°50'51" E a distance of 1,291.55 feet; thence S 00°32'41" E a distance of 15.00 feet; thence N 89°50'51" E a distance of 13.47 feet; thence S 00°30'01" E a distance of 15.00 feet; thence S 89°50'51" W a distance of 1305.03 feet; thence N 00°30'33" W a distance of 30.00 feet to the Point of Beginning; containing an area of 0.8941 acres, more or less.

PURPOSE OF ACQUISITION is to create a right-of way parcel for construction and use of public road, utility and related appurtenant structures, pursuant to 76-3-201(1)(h) M.C.A. and A.R.M. 24.183.1104 as a division of land that creates rights-of-way or utility sites.

EXCEPTING AND RESERVING, however, all gas and oil, beneath the surface of the above described and conveyed premises, together with the right to extract the same, provided that in the exercise of such right the surface thereof shall not be disturbed, interfered with, or in anyway damaged.

FURTHER EXCEPTING AND RESERVING, unto the grantors, their successors and assigns all water, water rights, ditches, canals, irrigation systems, existing or as relocated, if any, including but not limited to, water stock or shares, bonds, certificates, contracts and any and all other indicia, of water, water right and ditch ownership, or any interest therein, appurtenant to the land described herein.

TO HAVE AND TO HOLD the above described and conveyed premises, with all the reversions, remainders, tenements, hereditaments and appurtenances thereto, unto the CITY OF BILLINGS, and to its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned have executed these premises the day and year first above written.

Billings Elementary School District No. 2, Yellowstone County, Montana

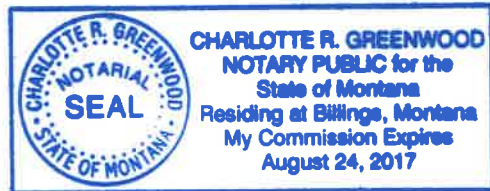
By: Lew Bush

Title: Bond Project Manager

STATE OF MONTANA)
County of Yellowstone) :ss

On this 18th day of February, 2015, before me the undersigned Notary Public for the State of Montana, personally appeared Lew Bush, known to me to be the person who signed the foregoing instrument as Bond Project Manager of Billings Elementary School District No. 2, Yellowstone County, Montana and who acknowledged to me that he executed the same. Witness my hand and seal the day and year herein above written.

Charlotte R. Greenwood
Signature of Notary Public



ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this deed and hereby accepts the property interest conveyed through this instrument.

Mayor, City of Billings Date

ATTEST: _____
City Clerk

STATE OF MONTANA)
County of Yellowstone) :ss

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____ as Mayor and _____ City Clerk of Billings known to me to be the persons who signed, respectively, and acknowledge to me that they executed the foregoing instrument. IN WITNESS WHEREOF, I have hereunto set my hand and my seal the day and year herein above written.

Signature of Notary Public

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Acceptance of Federal Aviation Administration Airport Improvement Program Grants for 2015

PRESENTED BY: Tom Binford, Director of Aviation & Transit

Department: Airport

PROBLEM/ISSUE STATEMENT

Staff requests that the City Council's approve and authorize the Mayor to execute this year's Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grants. This year's grants provide the entitlement and carryover funding needed to undertake the engineering and construction for this year's projects. This year's total grant allocation will be a combination of the Airport's annual grant entitlements and previous year's entitlement carryovers. This year's projects and estimated costs include \$65,000 for a Pavement Condition Index Survey, \$1,300,000 for the Airport Business Park North Parking Ramp project, \$450,000 for the Design of the Terminal Concourse Hold Rooms, \$200,000 for Safety Management System (SMS) Implementation, and \$2,500,000 for boring 2-36 inch tunnels under Runway 10L/28R for Storm Culvert Crossings. Since the Airport may receive the grant funds for these projects in smaller individual grants as they are released by the FAA, Council is being asked to authorize the Mayor to execute each grant as it is received.

ALTERNATIVES ANALYZED

City Council may:

- Approve the acceptance of this year's AIP grants, authorizing the Mayor to execute each Grant offer; or
- Decline to approve the acceptance of this year's AIP grants, and not complete the projects at this time.

FINANCIAL IMPACT

The estimated costs of engineering services and construction totals \$4,415,000. This will be funded with a 90% FAA AIP Grant and a 10% local match. The Federal share will be \$4,063,500, and the Airport's local share will be \$451,500 and paid with local capital funds.

RECOMMENDATION

Staff recommends that the City Council accept this year's AIP Grants and authorize the Mayor to execute each of the FAA AIP grants as they are received by the Airport.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Zone Change 933 - 2nd reading

PRESENTED BY: Candi Millar, Planning & Community Services Department
Director

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

This is a zone change from Residential 9,600 (R-96) to Residential 6,000 (R-60) on Lots 15-19, Block 1, College Subdivision, 1st Filing, a 17,500 square foot parcel of land, for an existing 6-plex multi-family dwelling, generally located at 1229-1239 Poly Drive. The City Council initiated this zone change on January 12, 2015 at the request of the property owner. The Zoning Commission conducted a public hearing on March 3, 2015, and is forwarding a recommendation of approval and adoption of the findings of the 10 criteria on a 4 to 0 vote. The City Council adopted the zone change on first reading on March 23, 2015.

ALTERNATIVES ANALYZED

City Council may:

- Approve the zone change and adopt the findings of the 10 criteria as recommended by the Zoning Commission ;
- Deny the zone change and adopt different findings of the 10 criteria;
- Allow the applicant to withdraw the zone change; or
- Delay action on the zone change request for up to 30 days.

FINANCIAL IMPACT

If the zone change is approved the property will become more financially secure and sustain its property value in the future.

RECOMMENDATION

The Zoning Commission recommends approval and adoption of the findings of the 10 criteria for Zone Change 933 on a 4 to 0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

ORDINANCE NO. 15-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR Lots 15-19, Block 1, College Subdivision, 1st Filing, a 17,500 square foot parcel of land, generally located at 1229/1239 Poly Drive

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 Lots 15-19, Block 1, College Subdivision, 1st Filing, a 17,500 square foot parcel of land, generally located at 1229/1239 Poly Drive is presently zoned **Residential 9,600 (R-96)** and is shown on the official zoning maps within these zones.
3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcel** is hereby changed from **Residential 9,600 (R-96) to Residential 6,000 (R-60)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Residential 6,000 (R-60)** 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 23, 2015

PASSED, ADOPTED AND APPROVED on second reading April 13, 2015.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk
Zone Change #933 – 1229/1239 Poly Drive

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Resolution of Intent to Create SILMD 316 and set a public hearing date

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

McCall Development, Inc. is ready to start development of the final phase of Josephine Crossing Subdivision. The developers have worked with Northwestern Energy to design a lighting layout similar to the lighting in the first four (4) filings of the subdivision. Costs of installing and operating the lighting will be assessed against the properties within Josephine Crossing, 5th Filing. Passage of this Resolution of Intent is the first step in the legal process of creating a lighting maintenance district to pay the costs of installing, operating and maintaining the new lighting. Passage of this Resolution of Intent will trigger the mailing of legal notices and set a Council public hearing on creation of the district at the May 11, 2015, Council meeting.

The lighting will use 100 watt high pressure sodium lamps in decorative pendant cone style fixtures, mounted on 20 foot black fiberglass poles with underground wiring. The poles, fixtures and wiring will be installed and owned by Northwestern Energy. Creation of a light district at this time will allow N.W.E. to install the underground conduits and wiring at the same time they are installing the other electrical lines to serve the subdivision.

ALTERNATIVES ANALYZED

The Council may:

- Pass the Resolution of Intent to create SILMD 316 to provide a source of funding for the street lighting and set a public hearing for May 11, 2015; or
- Do not pass the Resolution of Intent or set a public hearing date. If the Council does not adopt the Resolution, the property owners cannot be assessed and the lighting will not be installed.

FINANCIAL IMPACT

All costs of installing, operating, and maintaining the lighting are paid from assessments against the properties within the district. There are no City owned properties within the proposed district.

RECOMMENDATION

Staff recommends the City Council approve the Resolution of Intent to create SLMD 316 and set a public hearing for May 11, 2015.

APPROVED BY CITY ADMINISTRATOR

Attachments

SILMD 316 Res of Intent

SILMD Exhibit A--Map

SILMD Exhibit B

SILMD 316 Exhibit C

SILMD 316

RESOLUTION NO. 15 - _____

A RESOLUTION OF INTENTION TO CREATE SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 316 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. 316" hereinafter called the District, and the boundaries of the District are hereby declared to include lots, parcels and pieces of land in proposed Josephine Crossing Subdivision, 5th Filing as shown on the map designated as Exhibit "A" attached hereto, and as described in Exhibit "C" 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

poles and served by underground wiring. NorthWestern Energy shall own and install the streetlights and all associated appurtenant structures and materials.

SECTION 5:

The City of Billings intends to establish the approximate contract rate for installation & operation of the street lighting as follows: \$4.58 per 100 watt unit, per month for supplying electrical energy; \$1.24 per unit, per month for operation & maintenance; and \$45.36 per unit, per month for installation and ownership costs. These rates are in accordance with the applicable rate schedules approved by the Montana Public Service Commission. NorthWestern Energy Company shall provide energy to all of the lights and shall at all times own the light fixtures, poles, cables, and other incidental equipment, and shall provide maintenance and repairs to said equipment as part of the monthly rate for these lights.

SECTION 6:

The estimate of the cost of the District per year, including City administrative costs, is the sum of \$14,605; that the entire cost of said District shall be paid by the owners of the property listed in Exhibit "B" attached hereto, with each lot, parcel or piece of land within the District to be assessed for that portion of the whole cost which it's assessable area bears to the total assessable area 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 \$0.032190 per square foot of assessed area.

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. 316 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 11th day of May, 2015, at 6:30 o'clock p.m., at the Council Chambers of the City Hall in said City,

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. 316. Said notice is to be published and mailed on the same date.

PASSED by the City Council and APPROVED this 13th day of April, 2015.

CITY OF BILLINGS

By _____
Thomas W. Hanel Mayor

ATTEST:

By _____
Cari Martin City Clerk

AMENDED PLAT OF LOT 33, BLOCK 1 OF JOSEPHINE CROSSING SUBDIVISION, THIRD FILING

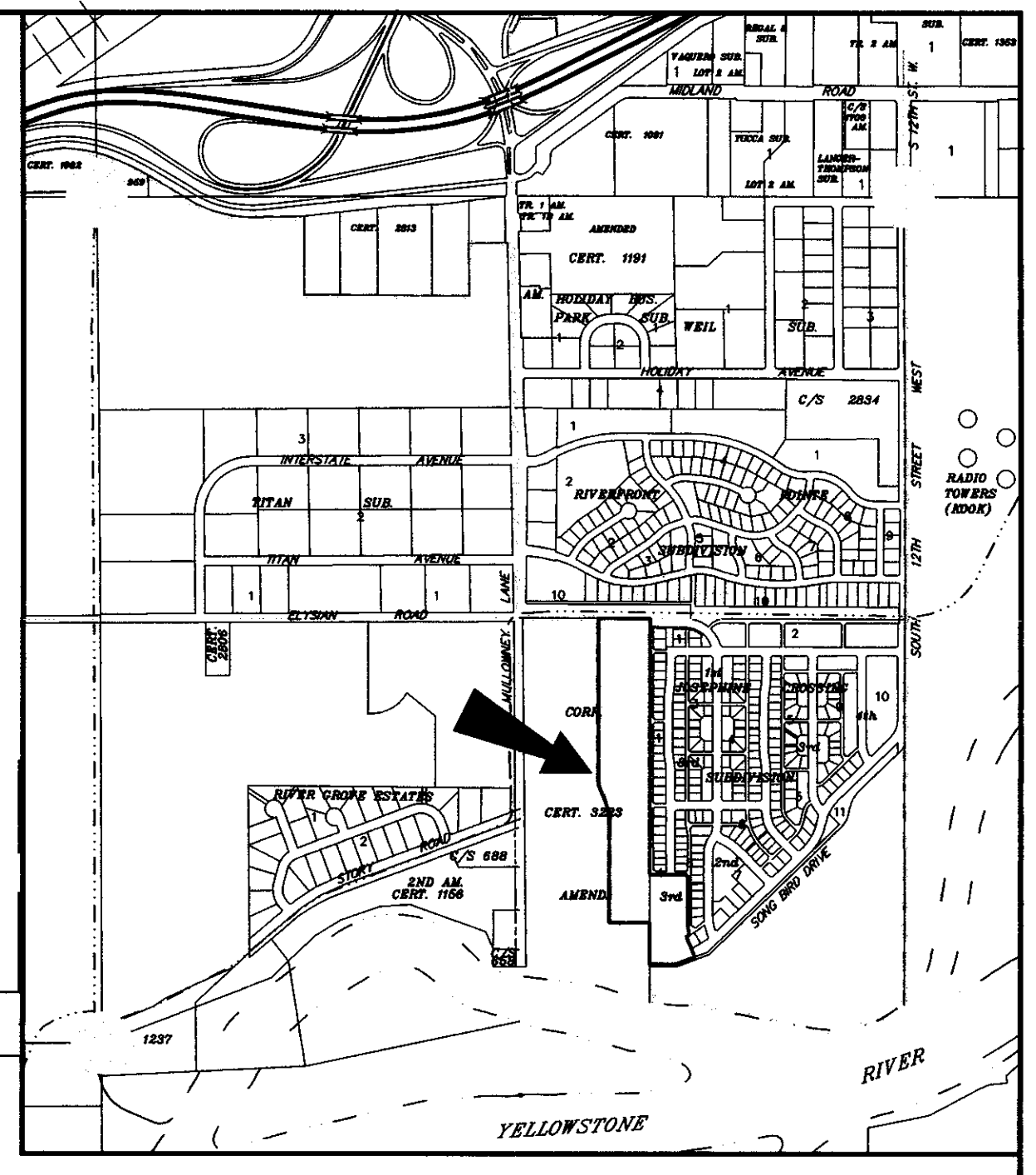
SITUATED IN THE NW1/4 OF SECTION 20, T. 1 S., R. 26 E., P.M.M.,
IN THE CITY OF BILLINGS. YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : McCALL DEVELOPMENT, INC.

AUGUST, 2014

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



VICINITY MAP
NOT TO SCALE

PURPOSE OF SURVEY: RETRACE EXISTING PARCEL BOUNDARY

The undersigned owner does hereby certify that the purpose of this survey is to retrace the existing boundary of an existing tract of record subsequent to the recording of a deed under Document No. _____, records of Yellowstone County, Montana, and no new or additional tracts are being created.

This amended plat is exempt from review as a subdivision and has been prepared pursuant to Section 76-3-404(1)(a), M.C.A. to "provide material evidence not appearing on any map filed with the County Clerk and Recorder or contained in the records of the United States Bureau of Land Management".

This survey is not subject to review by the Department of Environmental Quality pursuant to ARM 17.36.605(2)(b)(i) & (ii) for "a parcel that has a previous approval issued under Title 76, chapter 4, part 1, M.C.A.".

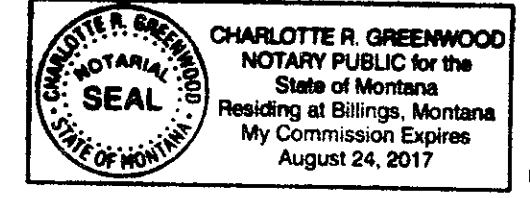
McCALL DEVELOPMENT, INC.

By: *[Signature]*
Title: Treasurer

STATE OF MONTANA)
County of Yellowstone) SS

On this 30th day of September, 2014, before me, a Notary Public in and for the State of Montana, personally appeared Dwain McCall, known to me to be the person who signed the foregoing instrument as Treasurer of McCALL DEVELOPMENT, INC., and who acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

[Signature]
Notary Public for the State of Montana



CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
County of Yellowstone) SS

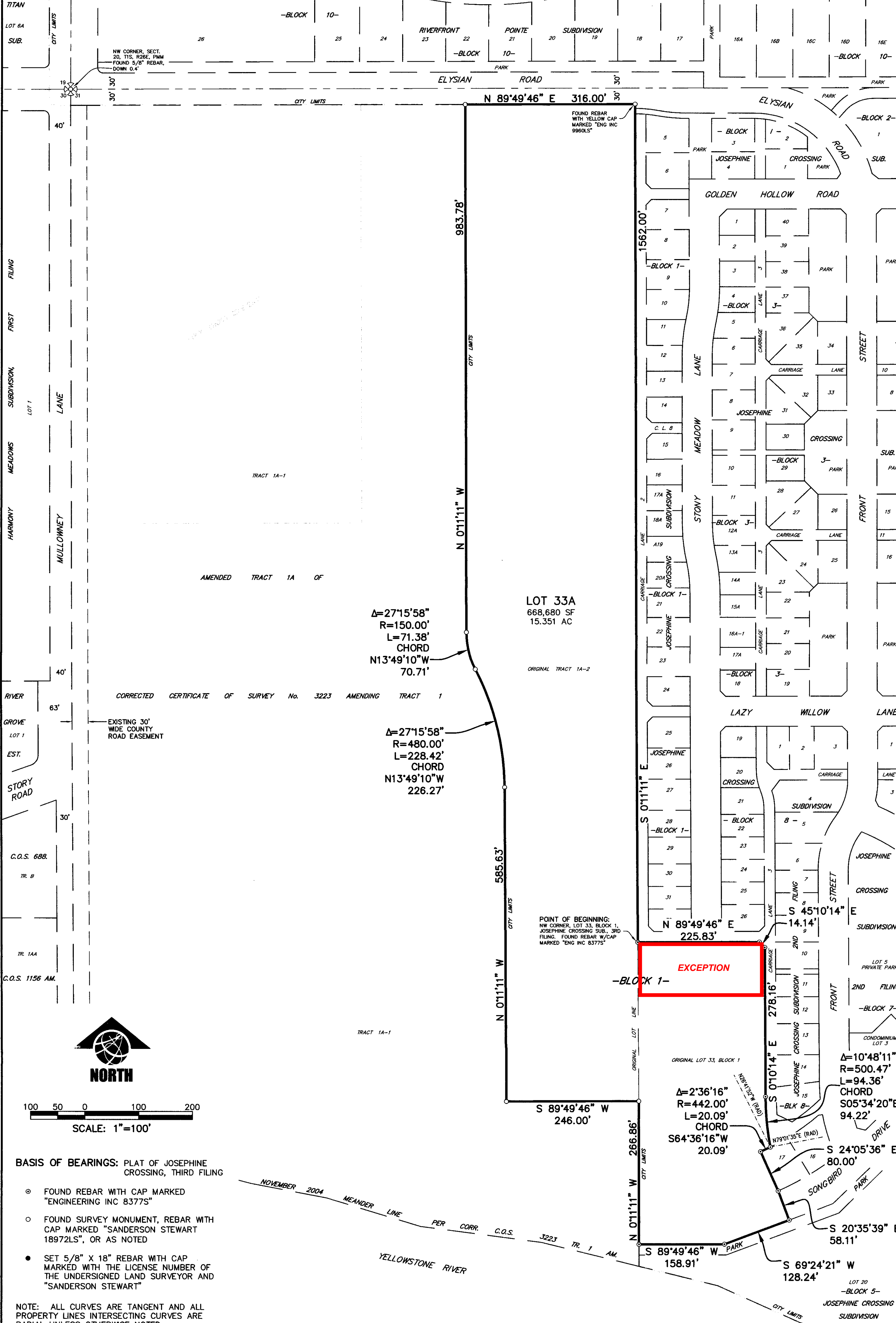
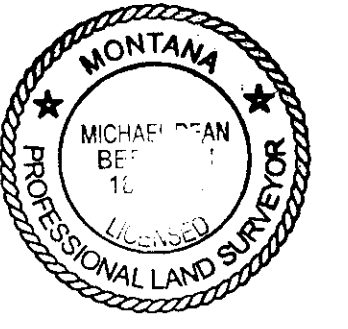
The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of August, 2014, a survey was performed under his supervision of a tract of land situated in the NW1/4 of Section 20, T. 1 S., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to wit:

Beginning at a point being the northwest corner of Lot 33, Block 1, Corrected Josephine Crossing Subdivision, Third Filing; thence, from said Point of Beginning, along the northerly, easterly, southerly, and westerly lines of said Lot 33, the following courses and distances:
 N 89°49'46" E a distance of 225.83 feet;
 S 45°10'14" E a distance of 14.14 feet;
 S 00°10'14" E a distance of 278.16 feet;
 Along a curve to the left with a central angle of 10°48'11", a radius of 500.47 feet, and a length of 94.36 feet (chord bears S 05°34'20" E a distance of 94.22 feet);
 Along a non-tangent curve to the right with a central angle of 2°36'16", a radius of 442.00 feet, and a length of 20.09 feet (chord bears S 64°36'16" W a distance of 20.09 feet);
 S 24°05'36" E a distance of 80.00 feet;
 S 20°35'39" E a distance of 58.11 feet;
 S 69°24'21" W a distance of 128.24 feet;
 S 89°49'46" W a distance of 158.91 feet;
 N 00°11'11" W a distance of 266.86 feet to a point being the southeast corner of Tract 1A-2 of Amended Tract 1A, Corrected Certificate of Survey No. 3223, Amended Tract 1; thence along the southerly, westerly, northerly, and easterly lines of said Tract 1A-2, the following courses and distances:
 S 89°49'46" W a distance of 246.00 feet;
 N 00°11'11" W a distance of 585.63 feet;
 Along a curve to the left with a central angle of 27°15'58", a radius of 480.00 feet, and a length of 228.42 feet (chord bears N 13°49'10" W a distance of 226.27 feet);
 Along a reversing curve to the right with a central angle of 27°15'58", a radius of 150.00 feet, and a length of 71.38 feet (chord bears N 13°49'10" W a distance of 70.71 feet);
 N 00°11'11" W a distance of 983.78 feet;
 N 89°49'46" E a distance of 316.00 feet;
 S 00°11'11" E a distance of 1562.00 feet to said Point of Beginning;
 said described tract having an area of 668,680 square feet (15.351 acres).

That the monuments found and set are of the character and occupy the positions shown hereon, that said survey and the plat hereof shows true and correct dimensions and that the plat conforms with the work on the ground.

SANDERSON STEWART

By: *[Signature]*
Montana License No. 1897248
Date: September 30, 2014



- BASIS OF BEARINGS:** PLAT OF JOSEPHINE CROSSING, THIRD FILING
- FOUND REBAR WITH CAP MARKED "ENGINEERING INC 8377S"
 - FOUND SURVEY MONUMENT, REBAR WITH CAP MARKED "SANDERSON STEWART 18972LS", OR AS NOTED
 - SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"

NOTE: ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.

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: 10-20-2014 11-3-2014

Yellowstone County Treasurer
 BY: *[Signature]*
Deputy

CERTIFICATE OF CITY/ COUNTY HEALTH DEPARTMENT

This Certificate of Survey has been reviewed and approved by Riverstone Health.
[Signature] 10/2/2014
 Yellowstone City/County Health Department
 dba Riverstone Health

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting.
[Signature] 10/10/2014
 Examining Land Surveyor Date

CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the City Attorney's office and is acceptable as to form.
 Date: 10-17-14
 Reviewed by: *[Signature]*

RELATED CERTIFICATE OF SURVEY

DOC No. 3722832

SP **3722833**
 11/03/2014 04:17 PM Pages: 1 of 1 Fees: 10.00
 Jeff Martin, Clerk & Recorder, Yellowstone County

Exhibit B

All parcels currently part of Lot 33A, of Am. Plat of Lot 33, Block 1, Josephine Crossing, 3rd Filing
Tax Code A34659

Parcel designations in proposed Josephine Crossing, 5th Filing

BLOCK#	LOT#	AREA-SF	
BLOCK 1	33	0	<i>Remains in SILMD 301</i>
	34	0	<i>Remains in SILMD 301</i>
	35	4,491	
	36	3,570	
	37	3,910	
	38	3,910	
	39	3,910	
	40	3,570	
	41	3,860	
	42	3,860	
	43	3,910	
	44	3,917	
	45	4,821	
	46	5,523	
	47	6,303	
	48	5,390	
	49	4,887	
	50	6,500	Private Park
	51	4,960	
	52	5,390	
	53	3,790	
	54	3,280	
	55	3,280	
	56	6,500	Private Park
	57	3,280	
	58	3,280	
	59	3,790	
	60	5,390	
	61	4,960	
	62	6,045	Private Park
	63	4,960	
	64	5,390	
	65	3,790	
	66	3,280	
	67	3,280	
	68	6,045	Private Park
	69	3,280	
	70	3,280	
	71	3,790	
	72	2,731	
	73	1,565	
	74	2,086	
	75	1,565	
	76	3,254	

Exhibit B

All parcels currently part of Lot 33A, of Am. Plat of Lot 33, Block 1, Josephine Crossing, 3rd Filing
Tax Code A34659

Parcel designations in proposed Josephine Crossing, 5th Filing

BLOCK#	LOT#	AREA-SF	
BLOCK 8	27	0	<i>Remains in SILMD 301</i>
	28	0	<i>Remains in SILMD 301</i>
	29	3,840	
	30	3,680	
	31	3,680	
	32	4,320	
	33	9,390	
	34	4,000	
BLOCK 11	1	3,255	
	2	1,566	
	3	2,088	
	4	1,566	
	5	2,784	
	6	5,440	
	7	4,960	
	8	6,045	Private Park
	9	4,960	
	10	5,440	
	11	3,840	
	12	3,280	
	13	3,280	
	14	6,045	Private Park
	15	3,280	
	16	3,280	
	17	3,840	
	18	5,440	
	19	4,960	
	20	6,500	Private Park
	21	4,960	
	22	5,440	
	23	3,840	
	24	3,280	
	25	3,280	
	26	6,500	Private Park
	27	3,345	
	28	3,280	
	29	3,820	
	30	4,827	
	31	4,975	
	32	4,954	
	33	4,062	
	34	3,924	
	35	3,860	
	36	4,540	

Exhibit B

All parcels currently part of Lot 33A, of Am. Plat of Lot 33, Block 1, Josephine Crossing, 3rd Filing
Tax Code A34659

Parcel designations in proposed Josephine Crossing, 5th Filing

BLOCK#	LOT#	AREA-SF	
BLOCK 11	37	4,590	
	38	3,910	
	39	3,910	
	40	3,910	
	41	4,590	
	42	4,833	
	43	5,406	
	44	5,984	
	45	6,500	Private Park
	46	5,456	
	47	5,984	
	48	4,896	
	49	5,980	
	50	33,549	Private Park
		453,717	Total Assessable Area

EXHIBIT "C"

SILMD 316 – BOUNDARY DESCRIPTION

A Special Improvement Lighting Maintenance District encompassing Lot 33A, Block 1, of the Amended Plat of Lot 33, Block 1, Josephine Crossing Subdivision, 3rd Filing as filed in the Office of the Yellowstone County Clerk and Recorder under Document Number 3722833; said lot 33A is proposed to be replatted as Josephine Crossing Subdivision, 5th Filing.

Exempting there from the following tracts in proposed Josephine Crossing, 5th Filing:

- Lot 33, Block 1
- Lot 34, Block 1
- Lot 27, Block 8
- Lot 28, Block 8

Also exempting there from all lands which are or will be platted as public street, road, or alley rights-of-way.

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Authorizing the Issuance and Calling for a Negotiated Sale for Special Improvement Bonds

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Two Special Improvement District (SID) projects will be pooled together for a bond sale. SID 1382 will construct Colton Boulevard between 38th Street West and Zimmerman Trail. The western section will be fully constructed with curb and gutter, water, storm drain, and multi-use path on the south side. This full section will be from 38th Street West to the undeveloped section south of Colton. Fronting the undeveloped farm land south of Colton, the street will be constructed to 26 feet wide. The rest of the section will be constructed with development of the land south of it. SID 1397 will pave Treasure Drive from Donna Drive to the City High Ditch.

The total amount of the bonds will be approximately \$435,000. Upon approval of the resolution, the negotiations can proceed for the sale of the bonds.

ALTERNATIVES ANALYZED

The Council may:

- Approve the resolution; or
- Not approve the resolution and find another funding source

FINANCIAL IMPACT

The financial impact will be determined after the bond sale. The interest will be determined during negotiations.

RECOMMENDATION

Staff recommends that the Council approve the attached resolution that authorizes a negotiated sale for the indicated projects.

APPROVED BY CITY ADMINISTRATOR

Resolution

CERTIFICATE AS TO RESOLUTION AND VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. _____, entitled: "RESOLUTION RELATING TO UP TO \$435,000 POOLED SPECIAL IMPROVEMENT DISTRICT BONDS (SPECIAL IMPROVEMENT DISTRICT NOS. 1382 AND 1397); AUTHORIZING THE ISSUANCE AND PRIVATE NEGOTIATED SALE THEREOF AND AUTHORIZING THE PLEDGE OF THE REVOLVING FUND TO THE SECURITY THEREOF" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on April 13, 2015, 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 13th day of April, 2015.

City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO UP TO \$435,000 POOLED SPECIAL IMPROVEMENT DISTRICT BONDS (SPECIAL IMPROVEMENT DISTRICT NOS. 1382 AND 1397); AUTHORIZING THE ISSUANCE AND PRIVATE NEGOTIATED SALE THEREOF AND AUTHORIZING THE PLEDGE OF THE REVOLVING FUND TO THE SECURITY THEREOF

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

Section 1. Recitals.

1.01. Prior Acts. This Council has duly and validly created and established in the City under Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the “Act”), special improvement districts, designated as Special Improvement District No. 1382 (“District No. 1382”), and Special Improvement District No. 1397 (“District No. 1397” and, together with District No. 1382, the “Districts”), for the purpose of financing costs of certain public improvements of special benefit to the properties within the Districts (the “Improvements”) and paying costs incidental thereto (the “Incidental Costs”), including costs associated with the sale and the security of special improvement district bonds of the City drawn on the Districts, the creation and administration of the Districts and the funding of deposits to the City’s Special Improvement District Revolving Fund (the “Revolving Fund”).

1.02. Proposed Bond Issue. The City proposes to issue special improvement district bonds of the City drawn against the Districts in the maximum estimated principal amount of \$435,000 to pay a portion of the costs of the Improvements and Incidental Costs (the “Bonds”). The Bonds are to be payable primarily from special assessments to be levied against property within the Districts, which property will be specially benefited by the Improvements. Assessments will be levied against the property within the Districts in an amount not less than the principal amount of the Bonds to be issued.

The costs of the Improvements and Incidental Costs are currently estimated, as follows:

	<u>District No. 1382</u>	<u>District No. 1397</u>
Construction	\$ 941,660.00	\$ 48,397.85
Design and CA	188,332.00	8,260.00
Engineering Project Administration	9,275.00	1,160.00
Contingency	94,166.00	4,501.00
Total Project Costs	<u>\$1,233,433.00</u>	<u>\$ 62,318.85</u>
Less City Contribution	\$ 654,261.40	—
Less Property Owner	251,040.71	—
Project Costs to be Assessed	<u>\$ 328,130.89</u>	<u>\$ 62,318.85</u>
City Financing Expense	1,260.59	239.41

Engineering Expense	4,500.00	2,785.00
Revolving Fund Deposit	18,307.50	3,543.65
Costs of Issuance	11,903.92	1,596.08
Rounding	346.95	67.16
Total	<u>\$ 364,449.85</u>	<u>\$ 70,550.15</u>

1.03. Pooling. The City is authorized pursuant to Montana Code Annotated, Section 7-12-4193, to issue and sell special improvement district bonds of more than one district in a single offering on a pooled basis upon a determination that such pooling is in the best interests of the Projects and the City and will facilitate the sale of the bonds under more advantageous terms or with lower interest rates.

Section 2. Sale and Term of Bonds.

2.01. Principal Amount. Pursuant to Sections 7-7-4204 and 17-5-107, Montana Code Annotated, this Council hereby determines that it is in the best interests of the Projects and the City to sell the Bonds in a single pooled offering for the Projects, at a private negotiated sale at a price not less than 97% of the principal amount thereof, including interest thereon to the date of delivery. The City Finance Director is authorized to select one or more purchasers (the “Purchasers”) for the Bonds and to negotiate the sale thereof, subject to section 2.02.

<u>District</u>	<u>Principal Amount</u>
District No. 1382	\$ 364,449.85
District No. 1397	\$ 70,550.15

2.02. Pricing and Terms. The Bonds shall be sold to the Purchasers, in consultation with Springsted Incorporated, the City’s financial advisor, on the terms and at a purchase price subject to the following limitations and conditions: (1) the aggregate principal amount of the Bonds shall not exceed \$435,000; (2) the interest on the Bonds shall not exceed 5.0%; (3) the purchase price of the Bonds shall not be less than 100% of the principal amount thereof; (4) the term of the Bonds shall not exceed 15 years; (5) the Bonds shall be payable from special assessments to be levied against property in the District; and (6) the Bonds shall be callable from the prepayment of special assessments.

All costs of issuing the Bonds (including, without limitation, the fees and expenses of Dorsey & Whitney LLP, the City’s Bond Counsel, the fees of Springsted Incorporated, the City’s financial advisor, the fees of the Paying Agent and Registrar and the costs of printing the Preliminary Official Statement, the Official Statement and the Bonds, if any) shall be paid by the City as part of the financing from proceeds of the Bonds or other available sources.

2.03. Bond Purchase Agreement. The City Administrator and City Finance Director, in consultation with Springsted Incorporated, are hereby authorized and directed to approve the final principal amount of the Bonds, dated date, the amount of the serial maturities, interest rates and redemption provisions of the Bonds, subject to the limitations contained in Section 2.02 and the Act. Upon approving such terms, the City Administrator and City Finance Director are hereby authorized and directed to approve, execute and deliver to the Purchaser a bond purchase

agreement (the “Bond Purchase Agreement”), containing the agreement of the City to sell, and the agreement of the Purchaser to purchase, the Bonds on the terms so approved, and containing such other provisions as such officers shall deem necessary and appropriate. In the event of the absence or disability of the City Administrator and City Finance Director, the Mayor or Deputy City Administrator shall make such approvals and execute and deliver the Bond Purchase Agreement. The execution and delivery by appropriate officers of the City of the Bond Purchase Agreement shall be conclusive as to the approval of such officers of the terms of the Bonds and the agreement of the City to sell the Bonds on such terms in accordance with the provisions thereof.

The form of the Bonds and the final terms and conditions thereof shall be prescribed by a subsequent resolution to be adopted by this Council.

Section 3. Pledge of Revolving Fund. In the Resolutions of Intention To Order in the Projects, adopted on November 24, 2014 November 10, 2014, respectively, this Council found it to be in the public interest, and in the best interest of the City and the Projects, to secure payment of principal of and interest on the Bonds by the Revolving Fund and authorized the City to enter into the undertakings and agreements authorized in the Act in respect of the Bonds, based on the factors required to be considered under Section 7-12-4225(4) of the Act. Those findings and determinations were ratified and confirmed in the resolutions ordering the Projects adopted by this Council on December 15, 2014 and December 8, 2014, respectively, and are hereby ratified and confirmed. It is hereby covenanted and recited that the City has the power under the Act to pledge the Revolving Fund to payment of the principal of and interest on the Bonds.

PASSED AND APPROVED by the City Council of the City of Billings, Montana, this 13th day of April, 2015.

Mayor

Attest: _____
City Clerk

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Resolution for Parameters for the Sale of Tax Increment Bonds

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The City has been working with DA Davidson on selling Tax Increment bonds to retire the debt for the Special Improvement District (SID) 1385 bonds. SID 1385 bonds were sold in 2008 to finance the street improvements on King Avenue East, South Billings Boulevard, Newman Lane, Calhoun Lane and Orchard Lane, as well as water, storm drain and sanitary sewer facilities and irrigation drain crossings. The improvements were originally to be paid for using a Tax Increment Finance (TIF) revenue bond. The City was unable to sell a TIF revenue bond at that time, so a development agreement was made with the developer and Cabela's to sell a Special Improvement District bond. The South Billings TIF board voted in December 2014 to have the City sell TIF bonds to retire the SID 1385 bonds.

This resolution authorizes the issuance of the bonds and a negotiated sale.

ALTERNATIVES ANALYZED

City Council may:

- Approve, or;
- Disapprove the parameters resolution.

FINANCIAL IMPACT

The Miller Crossing increment is approximately \$270,000 per year, and the new TIF revenue bond debt service payment is approximately \$348,000 per year. The other properties in the TIF district will pay the remaining balance of approximately \$78,000 per year.

RECOMMENDATION

Staff recommends that the City Council approve the resolution authorizing the issuance of the bonds through a negotiated sale.

APPROVED BY CITY ADMINISTRATOR

Attachments

resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. _____, entitled: "RESOLUTION RELATING TO TAX INCREMENT URBAN RENEWAL REVENUE REFUNDING BONDS (SOUTH BILLINGS BOULEVARD URBAN RENEWAL DISTRICT), SERIES 2015; AUTHORIZING THE ISSUANCE AND PRIVATE NEGOTIATED SALE THEREOF" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on April 13, 2015, 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 13th day of April, 2015.

(SEAL)

City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO TAX INCREMENT URBAN
RENEWAL REVENUE REFUNDING BONDS (SOUTH BILLINGS
BOULEVARD URBAN RENEWAL DISTRICT), SERIES 2015;
AUTHORIZING THE ISSUANCE AND PRIVATE NEGOTIATED
SALE THEREOF

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

Section 1. Recitals; Prior City Actions.

1.01. On August 11, 2008, the City entered into an Amended and Restated Development Agreement (Miller Crossing Subdivision Off-Site Improvements) (the “Development Agreement”) with South Billings Center, LLC (the “Developer”) and Cabela’s Wholesale, Inc. (“Cabela’s”) pursuant to which the Developer and Cabela’s agreed to undertake the development of the Billings Town Square Shopping Center and the City agreed to construct street improvements on King Avenue East, South Billings Boulevard, Newman Lane, Calhoun Lane and Orchard Lane, as well as water, storm drain and sanitary sewer facilities and drain crossings (the “2008 Public Improvements”).

1.02. In order to finance the cost of the 2008 Public Improvements, the City, upon receipt of a signed petition from the owners of record of the properties in the Billings Town Square Shopping Center, created Special Improvement District No. 1385 (the “District No. 1385”) and, pursuant to Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended, issued its Special Improvement District No. 1385 Bonds (the “Series 2008 Bonds”), dated, as originally issued, as of October 1, 2008, in the original aggregate principal amount of \$5,360,000 (the “Series 2008 Bonds”).

1.03. Subsequent to the issuance of the Series 2008 Bonds, the Developer sold additional properties within the Billings Town Square Shopping Center to RW Billings, LLC (“RW Billings”) and Sam’s Real Estate Business Trust (“Sam’s Club”), whereupon RW Billings and Sam’s Club became assignees of certain of the Developer’s rights and obligations under the Development Agreement and became parties thereto. As of the date hereof, the owners of record of the properties within the Billings Town Square Shopping Center are the Developer, Cabela’s, RW Billings and Sam’s Club (collectively, the “Property Owners”).

1.04. In order to achieve debt service savings, the City issued its Special Improvement District No. 1385 Refunding Bonds, Series 2013, dated, as originally issued, as of June 5, 2013, in the original aggregate principal amount of \$5,545,000 (the “Series 2013 Bonds”), the proceeds of which were used to advance refund the Series 2008 Bonds. The Series 2013 Bonds are outstanding in the aggregate principal amount of \$5,520,000.

1.05. Under the provisions of Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (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.

1.04. Pursuant to the Act and Ordinance No. 07-5441 adopted on December 10, 2007, the Council created the South Billings Boulevard Urban Renewal District (the “Urban Renewal District”), approved the South Billings Boulevard Urban Renewal Plan (the “Urban Renewal Plan”) containing a tax increment financing provision, approved the 2008 Public Improvements as an urban renewal project and declared its intention to use tax increment revenue to finance the 2008 Public Improvements, all as set forth in the Plan. The Billings Town Square Shopping Center is located in the Urban Renewal District.

1.05. Pursuant to the Development Agreement, the City agreed to use tax increment revenue generated from the Billings Town Square Shopping Center (the “Project Tax Increment”) to reimburse the Property Owners for assessments related to the Series 2008 Bonds and the Series 2013 Bonds and, to the extent that adequate Project Tax Increment is available, to refund the Series 2013 Bonds from the proceeds of tax increment revenue bonds payable from the Project Tax Increment, at which time the assessments related to the Series 2013 Bonds would be permanently and unconditionally removed from the properties. The Project Tax Increment is currently insufficient for purposes of reimbursing the Property Owners for assessments related to the Series 2008 Bonds and the Series 2013 Bonds and/or undertaking the refunding of the Series 2013 Bonds. The Developer has informed that City that it is unable to sell the remaining properties in the Billings Town Square Shopping Center as a result of the assessments related to the Series 2013 Bonds. As the date hereof, approximately 60% of the Billings Town Square Shopping Center has been completed and the Billings Town Square Shopping Center is generating approximately 60% of the projected Project Tax Increment. As a result, the City has reimbursed Property Owners an aggregate of \$1,340,607 out of a total of \$2,673,456 in assessments paid by the Property Owners related to the Series 2008 Bonds and the Series 2013 Bonds.

1.06. The Property Owners have requested that the City refund the Series 2013 Bonds from the proceeds of tax increment revenue bonds payable from the Urban Renewal District as a whole (and not just from the Project Tax Increment as set forth in the Development Agreement) in consideration for which the Property Owners have agreed to forfeit reimbursements of assessments related to the Series 2008 Bonds and the Series 2013 Bonds, including but not limited to any accumulated aggregate unreimbursed portion of the assessments. The Series 2013 Bonds with stated maturities on or after July 1, 2016 (the “Refunded Bonds”) are subject to redemption on July 1, 2015. The Refunded Bonds are outstanding in the aggregate principal amount of \$4,840,000. The request and agreement of the Property Owners is set forth in the First Amendment to Amended and Restated Development Agreement attached hereto as Exhibit A (the “Amendment to Development Agreement”).

Section 2. Authorizations. Pursuant to the authorizations and findings recited in Section 1 hereof, it is hereby determined that it is in the best interests of the City to offer for sale its Tax Increment Urban Renewal Revenue Refunding Bonds (South Billings Boulevard Urban Renewal District), Series 2015 (the “Series 2015 Bonds”), in the maximum aggregate principal amount of \$6,000,000, for the purpose of refunding the Refunded Bonds, funding a deposit to a debt service

reserve account for the Series 2015 Bonds, and paying costs of issuance and refunding, as determined by the officers of the City identified pursuant to, and subject to the limitations set forth in, Section 4 hereof. The refunding of the Refunded Bonds will not result in debt service savings to the City, however, the refunding will help the City to achieve the purposes of the Urban Renewal District, as set forth in the Urban Renewal Plan, by encouraging further economic development in the Urban Renewal District, including at the Billings Town Square Shopping Center.

Section 3. Adequacy of Tax Increment. The City estimates that tax increment from the Urban Renewal District will be at least \$1,904,826 per year (based on tax increment from the Urban Renewal District of \$1,904,826 received by the City in 2014). The maximum annual payment of principal and interest on the Series 2015 Bonds, assuming an average interest rate of 5.00% per annum and a term of 25 years, is \$426,000. There are no other bonds or other obligations of the City payable from tax increment received in the Urban Renewal District.

Section 4. Negotiated Sale and Terms.

4.01. This Council hereby determines that it would be in the best interests of the City to sell the Series 2015 Bonds through a private negotiated sale to D.A. Davidson & Co., Great Falls, Montana (the “Purchaser”).

4.02. The Series 2015 Bonds shall be sold to the Purchaser on terms and at a purchase price within the following limitations and conditions: (1) the maximum aggregate principal amount of the Series 2015 Bonds, exclusive of original issue discount or premium, shall not exceed \$6,000,000; (2) the maximum true interest cost on the Series 2015 Bonds shall not exceed 5.00%; (3) the purchase price of the Series 2015 Bonds shall not be less than 98.8% of the principal amount thereof, exclusive of original issue premium or discount; (4) the final stated maturity of the Series 2015 Bonds shall not be later than 25 years from their date of issue; and (5) all of the Property Owners shall have executed and delivered to the City the Amendment to Development Agreement substantially in the form attached hereto as Exhibit A. All costs of issuing the Series 2015 Bonds (including, without limitation, the fees and expenses of bond counsel, the fees of the paying agent and registrar, the preliminary and final Official Statement costs, and the costs of printing the Series 2015 Bonds) shall be paid by the City.

4.03. The City Administrator and the City Finance Director, in consultation with Springsted Incorporated, the City’s Municipal Advisor, are hereby authorized and directed to approve the principal amount, maturity dates, interest rates and redemption provisions of the Bonds and compensation to the Purchaser, subject to the limitations contained in this Section 3. Upon approving such terms, the City Administrator and the City Finance Director are hereby authorized and directed to approve, execute and deliver to the Purchaser a bond purchase agreement (the “Bond Purchase Agreement”), containing the agreement of the City to sell, and the agreement of the Purchaser to purchase, the Series 2015 Bonds on the terms so approved, and containing such other provisions as such officers shall deem necessary and appropriate. In the event of the absence or disability of the City Administrator and City Finance Director, the Mayor or Deputy City Administrator shall make such approvals and execute and deliver the Bond Purchase Agreement. The execution and delivery by appropriate officers of the City of the Bond Purchase Agreement shall be conclusive as to the approval of such officers of the terms of the

Series 2015 Bonds and the agreement of the City to sell the Bonds on such terms in accordance with the provisions thereof.

4.04. The City Administrator and the City Finance Director are hereby authorized and directed to approve, execute and deliver the Amendment to Development Agreement substantially in the form attached hereto as Exhibit A. In the event of the absence or disability of the City Administrator and City Finance Director, the Mayor or Deputy City Administrator shall make such approvals and execute and deliver the Amendment to Development Agreement. The execution and delivery by appropriate officers of the City of the Amendment to Development Agreement shall be conclusive as to the approval of such officers of the terms thereof.

Section 5. Official Statement. The City Finance Director, in consultation with Springsted Incorporated, the Purchaser and Dorsey & Whitney LLP, the City's bond counsel, are authorized to prepare on behalf of the City an Official Statement, to be distributed by the Purchaser to prospective purchasers of the Series 2015 Bonds. The Official Statement shall contain such information as shall be advisable and necessary to describe accurately the City and the security for, and the terms and conditions of, the Series 2015 Bonds. The City Administrator and City Finance Director are authorized on behalf of the Council to deem the Preliminary Official Statement near "final" as of its date, in accordance with Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934.

Section 6. Continuing Disclosure. To permit the Purchaser and other participating underwriters in the primary offering of the Series 2015 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, the City will covenant and agree, for the benefit of the registered holders and beneficial owners from time to time of the outstanding Series 2015 Bonds, to provide annual reports of specified information and notice of the occurrence of certain events.

PASSED AND APPROVED by the City Council of the City of Billings, Montana, this 13th day of April, 2015.

Mayor

Attest: _____
City Clerk

EXHIBIT A

**FIRST AMENDMENT TO AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this “First Amendment”) shall be dated as of _____, 2015, and is made by and among **SOUTH BILLINGS CENTER, LLC**, a Delaware limited liability company whose address is c/o Retail Properties of America Inc., 2021 Spring Road Suite 200, Oak Brook, Illinois 60523 (the “Developer”), **CABELA’S WHOLESALE, INC.**, a Nebraska corporation whose address is One Cabela Drive, Sidney, Nebraska 69160, as successor by merger to Cabela’s Retail, Inc., a Nebraska corporation (“Cabela’s”), **RW BILLINGS, LLC**, a South Dakota limited liability partnership whose address is 1910 8th Avenue NE, Aberdeen, South Dakota 57401 (“RW Billings”), **SAM’S REAL ESTATE BUSINESS TRUST**, a Delaware trust company whose address is 702 SW 8th Street, Bentonville, Arkansas 72716 (“Sam’s Club” and, together with the Developer, Cabela’s and RW Billings, the “**Property Owners**”) and the **CITY OF BILLINGS, MONTANA**, a municipal corporation whose address is 210 North 27th Street Billings, Montana 59101 (the “City” and, together with the Property Owners, the “Parties”).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Development Agreement dated as of August 11, 2008 originally by and among the Developer, Cabela’s and the City (the “Development Agreement”), the Developer and Cabela’s agreed to undertake the development of the Billings Town Square Shopping Center (the “Project”) and the City agreed to construct certain public improvements described in the Development Agreement (the “Public Improvements”); and

WHEREAS, the City created Special Improvement District No. 1385 (the “District”) and issued special improvement district bonds (the “Special Improvement District Bonds”) to finance the costs of the Public Improvements which are currently outstanding in the aggregate principal amount of \$5,520,000; and

WHEREAS, the City has pursuant to Ordinance No. 08-5462 (the “Ordinance”) created the South Billings Boulevard Urban Renewal District which contains a tax increment provision (the “Urban Renewal District”) and determined that the Project and the Public Improvements are urban renewal projects eligible for tax increment financing; and

WHEREAS, the Special Improvement District Bonds are payable from special assessments levied against the Property in the District (the “Assessments”) and pursuant to the Development Agreement the City agreed to use the tax increment revenue generated from the Project (the “Project Tax Increment”) to reimburse the Property Owners for the payment of the Assessments; and

WHEREAS, subsequent to the issuance of the Special Improvement District Bonds, the Developer sold lots within the Project area to RW Billings and Sam’s Club, whereupon RW Billings and Sam’s Club became assignees of certain of the Developer’s rights and obligations under the Development Agreement and became parties thereto; and

WHEREAS, pursuant to the Development Agreement, the Developer agreed to complete the Project substantially in accordance with the five year schedule of development provided by the Developer and set forth in the report of King and Associates dated as of July 11, 2008 (the “King Report”); and

WHEREAS, as of the date hereof, approximately 60% of the Project has been completed and the Project Tax Increment is approximately 60% of the amount projected to be generated by the King Report; and

WHEREAS, pursuant to the Development Agreement, the City stated its intention to refund the Special Improvement District Bonds from the proceeds of tax increment revenue bonds payable from the Project Tax Increment when and to the extent that the Project Tax Increment is adequate to successfully market a principal amount of bonds sufficient to redeem the Special Improvement District Bonds, fund a debt service reserve, to pay costs associated with the sale and issuance of the Bonds, without any additional credit support of the Developer, at which time the Assessments would be permanently and unconditionally removed from the Property in the District; and

WHEREAS, the Project Tax Increment is insufficient for purposes of reimbursing the Property Owners for the payment of all Assessments and/or undertaking the refunding of the Special Improvement District Bonds; and

WHEREAS, the Property Owners request that the City refund the Special Improvement District Bonds from the proceeds of tax increment revenue bonds payable from the District as a whole (and not just from the Project Tax Increment as set forth in the Development Agreement) in consideration for which the Property Owners shall forfeit reimbursement of the Assessments, including but not limited to any accumulated aggregate unreimbursed portion of the Assessments.

NOW THEREFORE, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Parties hereto hereby agree, covenant and represent as follows:

Section 1. Refunding of the Special Improvement District Bonds. The City agrees to undertake the refunding of the Special Improvement District Bonds from the proceeds of tax increment revenue bonds payable from the District as a whole (and not just from the Project Tax Increment as set forth in the Development Agreement) as soon as practicable and in accordance with the terms and conditions set forth in Section 6 of the Development Agreement. Upon the refunding of the Special Improvement District Bonds, the Assessments shall be permanently and unconditionally removed from the Property in the District.

Section 2. Reimbursements. Notwithstanding anything in the Development Agreement to the contrary, on and after the refunding of the Special Improvement District Bonds as described in Section 1 hereof, the City shall no longer be required to reimburse the Property Owners for the payment of the Assessments, including but not limited to any accumulated aggregate unreimbursed portion of the Assessments.

Section 3. Governing Law. This First Amendment shall be governed by and construed in accordance with the applicable laws of the State of Montana.

Section 4. Construction. If any provision of this First Amendment is found invalid to any extent, the remainder of this First Amendment shall not be affected thereby, and any provision of this First Amendment shall be valid and enforceable to the fullest extent permitted by law.

Section 5. Successors and Assigns. The stipulations and agreements of this First Amendment shall be binding on the successors and assigns of the Parties.

Section 6. Defined Terms. Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Development Agreement.

IN WITNESS WHEREOF, the Parties have set their hands and seals the day and year first above written.

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

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 _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the CITY OF BILLINGS, MONTANA, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

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
Printed name: _____
Residing at: _____
My commission expires: _____

SOUTH BILLINGS CENTER, LLC,
a Delaware limited liability company

By: IWR Protective Corporation,
a Delaware corporation, its sole member

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)

County of _____)
: ss

On this _____ day of _____, 20__, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of South Billings Center, LLC, the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

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

Notary Public for the State of Illinois
Printed name: _____
Residing at: _____
My commission expires: _____

CABELA'S WHOLESALE, INC.

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)

County of _____ : ss
)

On this ____ day of _____, 20__, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of Cabela's Wholesale, Inc., the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

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

Notary Public for the State of Nebraska
Printed name: _____
Residing at: _____
My commission expires: _____

RW BILLINGS LLC

By: _____

Name: _____

Title: _____

STATE OF SOUTH DAKOTA)

County of _____ : ss
)

On this ____ day of _____, 20__, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of RW Billings LLC, the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

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

Notary Public for the State of South Dakota
Printed name: _____
Residing at: _____
My commission expires: _____

SAM'S REAL ESTATE BUSINESS TRUST

By: _____

Name: _____

Title: _____

STATE OF ARKANSAS)

County of _____ : ss
)

On this ____ day of _____, 20__, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of Sam's Real Estate Business Trust, the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

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

Notary Public for the State of Arkansas
Printed name: _____
Residing at: _____
My commission expires: _____

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Resolution Authorizing the Issuance and Fixing the Terms for DNRC bonds

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The City has been working with the Department of Natural Resources and Conservation (DNRC) for financing to replace the Briarwood Reservoir. The project will replace the existing water tank with a new and larger 750,000 gallon tank to provide adequate capacity for the projected population in the area, as well as meet fire flow demands.

This resolution authorizes the issuance of the bonds and sets the terms and conditions of the bonds.

ALTERNATIVES ANALYZED

City Council may:

- Approve the resolution and proceed with closing the bond sale, or
- Disapprove the resolution and find another financing source.

FINANCIAL IMPACT

The principal of the loan will be payable beginning July 1, 2015 and concluding on January 1, 2035 at an interest rate of 2.50% per annum.

RECOMMENDATION

Staff recommends City Council approve the attached resolution that authorizes issuing the bonds and sets their terms and conditions.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. _____ entitled: "RESOLUTION RELATING TO \$3,700,000 WATER SYSTEM REVENUE BOND (DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM), SERIES 2015; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on April 13, 2015, 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 13th day of April, 2015.

City Clerk

SUPPLEMENTAL RESOLUTION

Relating to

\$3,700,000

WATER SYSTEM REVENUE BOND
(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM)
SERIES 2015

CITY OF BILLINGS, MONTANA

Adopted: April 13, 2015

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(For convenience only, not a part of this Supplemental Resolution)

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RESOLUTION NO. _____

RESOLUTION RELATING TO \$3,700,000 WATER SYSTEM
REVENUE BOND (DNRC DRINKING WATER STATE
REVOLVING LOAN PROGRAM), SERIES 2015 BOND;
AUTHORIZING THE ISSUANCE AND FIXING THE TERMS
AND CONDITIONS THEREOF

WHEREAS, pursuant to the Drinking Water State Revolving Fund Act, Montana Code Annotated, Title 75, Chapter 6, Part 2, as amended (the “State Act”), the State of Montana (the “State”) has established a revolving loan program (the “Program”) to be administered by the Department of Natural Resources and Conservation of the State of Montana, an agency of the State (the “DNRC”), and by the Department of Environmental Quality of the State of Montana, an agency of the State (the “DEQ”), and has provided that a drinking water state revolving fund (the “Revolving Fund”) be created within the state treasury and all federal, state and other funds for use in the Program be deposited into the Revolving Fund, including, but not limited to, all federal grants for capitalization of a state drinking water revolving fund under the federal Safe Drinking Water Act (the “Safe Drinking Water Act”), all repayments of assistance awarded from the Revolving Fund, interest on investments made on money in the Revolving Fund and payments of principal of and interest on loans made from the Revolving Fund; and

WHEREAS, the State Act provides that funds from the Program shall be disbursed and administered for the purposes set forth in the Safe Drinking Water Act and according to rules adopted by the DEQ and the DNRC; and

WHEREAS, the City of Billings, Yellowstone County, Montana (the “Borrower”) has applied to the DNRC for the 2015 Loan (as hereinafter defined) from the Revolving Fund to enable the Borrower to finance, refinance or reimburse itself for the costs of the 2015 Project (as hereinafter defined) which will carry out the purposes of the Safe Drinking Water Act; and

WHEREAS, the Borrower is authorized under applicable laws, ordinances and regulations to adopt this Resolution and to issue the Series 2015 Bond (as hereinafter defined) to evidence the 2015 Loan for the purposes set forth herein; and

WHEREAS, the DNRC will fund the Loan in part, directly or indirectly, with proceeds of State Bonds (as hereinafter defined) and in part, directly or indirectly, with funds provided by the United States Environmental Protection Agency.

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

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION AND APPENDICES

Section 1.1 Definitions. Unless a different meaning clearly appears from the context, terms used with initial capital letters but undefined in this Supplemental Resolution shall have the meanings given them in the Resolution, the Indenture, or as follows:

“Accountant” or “Accountants” means an independent certified public accountant or a firm of independent certified public accountants satisfactory to the DNRC.

“Acquisition and Construction Account” means the 2015 Acquisition and Construction Account created in the Water System Fund pursuant to Section 8.7 of this Supplemental Resolution.

“Act” means Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as heretofore and hereafter amended or supplemented.

“Additional Bonds” means any Bonds issued pursuant to Section 10.3 of the Original Resolution.

“Administrative Expense Surcharge” means a surcharge on the 2015 Loan charged by the DNRC to the Borrower equal to twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2015 Loan, payable by the Borrower on the same dates that payments of interest on the 2015 Loan are due.

“Authorized DNRC Officer” means the Director of the DNRC or his or her designee.

“Bond Counsel” means any Counsel nationally recognized as experienced in matters relating to the issuance by states or political subdivisions of tax-exempt obligations selected by the Borrower and acceptable to the DNRC.

“Bonds” means the Series 2005 Bond, the Series 2009B Bond, the Series 2009C Bond, the Series 2009D Bond, the Series 2010B Bond, the Series 2012 Bond, the Series 2014 Bond, the Series 2015 Bond, and any Additional Bonds.

“Business Day” means any day which is not a Saturday or Sunday, a legal holiday in the State or a day on which banks in Montana are authorized or required by law to close.

“Borrower” means the City of Billings, Montana and its permitted successors or assigns hereunder.

“Closing” means the date of delivery of the Series 2015 Bond to the DNRC.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collateral Documents” means any security agreement, guaranty or other document or agreement delivered to the DNRC securing the obligations of the Borrower under this

Supplemental Resolution and the Series 2015 Bond. If no Collateral Documents secure such obligations, any reference to Collateral Documents in this Supplemental Resolution shall be without effect.

“Committed Amount” means the amount of the 2015 Loan committed to be lent by the DNRC to the Borrower pursuant to Section 4.1 of this Supplemental Resolution, as such amount may be reduced pursuant to Sections 3.2 and 3.4 of this Supplemental Resolution.

“Consultant” means a nationally recognized consultant or firm of consultants, or an independent engineer or firm of independent engineers, or an Accountant, which in any case is qualified and has skill and experience in the preparation of financial feasibility studies or projections for facilities similar to the System or the 2015 Project, selected by the Borrower and satisfactory to the DNRC.

“Council” means the City Council of the City of Billings, Montana.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and satisfactory to the DNRC.

“Debt” means, without duplication, (1) indebtedness of the Borrower for borrowed money or for the deferred purchase price of property or services; (2) the obligation of the Borrower as lessee under leases which should be recorded as capital leases under generally accepted accounting principles; and (3) obligations of the Borrower under direct or indirect guarantees in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clause (1) or (2) above.

“DEQ” means the Department of Environmental Quality of the State of Montana, an agency of the State, or any successor to its powers, duties and obligations under the State Act or the EPA Agreements.

“DNRC” means the Department of Natural Resources and Conservation of the State of Montana, an agency of the State, and any successor to its powers, duties and obligations under the State Act.

“EPA” means the Environmental Protection Agency, an agency of the United States of America, and any successor to its functions under the Safe Drinking Water Act.

“EPA Agreements” means all capitalization grant agreements and other written agreements between the DEQ, DNRC and the EPA concerning the Program.

“EPA Capitalization Grant” means a grant of funds to the State by the EPA under Section 1452 of the Safe Drinking Water Act.

“Governmental Unit” means governmental unit as such term is used in Section 145(a) of the Code.

“Indenture” means the Indenture of Trust, dated as of May 1, 1998, between the Board of Examiners of the State and the Trustee, as such may be supplemented or amended from time to time in accordance with the provisions thereof, pursuant to which, among other things, the State Bonds are to be or have been issued.

“Loan Loss Reserve Surcharge” means a fee equal to twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2015 Loan, payable on the same dates that payments of interest on the 2015 Loan are due.

“Net Revenues” means the entire amount of the gross revenues of the System (as described in Section 11.1 of the Original Resolution) remaining upon each such monthly apportionment, after crediting to the Operating Account the amount required hereby, including sums required to maintain the Operating Reserve in the minimum amount herein stated.

“Operating Account” means the account created in the Water System Fund pursuant to Section 11.3 of the Original Resolution.

“Operating Expenses” means those expenses of the System defined as such in Section 11.3 of the Original Resolution.

“Operating Reserve” means the reserve to be maintained in the Operating Account as required by Section 11.3 of the Original Resolution.

“Original Resolution” means Resolution No. 05-18329 of the Borrower adopted on September 12, 2005.

“Program” means the Drinking Water State Revolving Fund Program established by the State Act.

“Project” means an improvement, betterment, reconstruction or extension of the System, including the 2015 Project.

“Public Entity” means a State agency, city, town, municipality, irrigation district, county water and sewer district, a soil conservation district or other public body established by State law or an Indian tribe that has a federally recognized governing body carrying out substantial governmental duties and powers over any area.

“Regulations” means the Treasury Department, Income Tax Regulations, as amended or any successor regulation thereto, promulgated under the Code or otherwise applicable to the Series 2015 Bond.

“Replacement and Depreciation Account” means the Account created in the Water System Fund pursuant to Section 11.6 of the Original Resolution.

“Reserve Account” means the account created in the Water System Fund pursuant to Section 11.5 of the Original Resolution.

“Reserved Amounts” means any undisbursed Committed Amount which will or may be required to pay any remaining costs of the 2015 Project upon completion thereof as provided in Section 3.4(a) of this Supplemental Resolution.

“Reserve Requirement” means, as of the date of calculation, an amount equal to one-half of the sum of the highest amount of principal of and interest payable on outstanding Bonds in the current or any future fiscal year (giving effect to mandatory sinking fund redemption, if any).

“Resolution” means the Original Resolution, as amended and supplemented by Resolution Nos. 09-18852, 09-18869, 10-18964, 12-19209, 12-19228 and 14-10351, adopted by the City Council of the City on July 27, 2009, September 14, 2009, July 12, 2010, September 10, 2012, October 22, 2012 and April 14, 2014, respectively, and as further amended and supplemented by this Supplemental Resolution and other supplemental resolutions.

“Revenue Bond Account” means the account created in the Water System Fund pursuant to Section 11.4 of the Original Resolution.

“Safe Drinking Water Act” means Title XIV of the Public Health Service Act, commonly known as the Safe Drinking Water Act, 42 U.S.C. §§300f et seq., as amended, and all regulations, rules and interpretations issued by the EPA thereunder.

“Series 2005 Bond” means the First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2005, issued by the Borrower, in the original principal amount of \$12,639,000 pursuant to the Original Resolution.

“Series 2009B Bond” means the Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009B, issued by the Borrower, in the original principal amount of \$333,700 pursuant to the Resolution as then in effect.

“Series 2009C Bond” means the First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009C, issued by the Borrower, in the original principal amount of \$2,456,000 pursuant to the Resolution as then in effect.

“Series 2009D Bond” means the First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009D, issued by the Borrower, in the original principal amount of \$5,968,215 pursuant to the Resolution as then in effect.

“Series 2010B Bond” means the First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2010B, issued by the Borrower, in the original principal amount of \$2,064,612 pursuant to the Resolution as then in effect.

“Series 2012 Bond” means the Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2012, issued by the Borrower, in the original principal amount of \$3,100,000 pursuant to the Resolution as then in effect.

“Series 2014 Bond” means the Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2014, issued by the Borrower, in the original principal amount of \$6,100,000 pursuant to the Resolution as then in effect.

“Series 2015 Bond” means the \$3,700,000 Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2015, issued to the DNRC to evidence the 2015 Loan.

“State” means the State of Montana.

“State Act” means Montana Code Annotated, Title 75, Chapter 6, Part 2, as amended from time to time.

“State Bonds” means the State’s General Obligation Bonds (Drinking Water State Revolving Fund Program), issued or to be issued pursuant to the Indenture.

“Supplemental Resolution” means this resolution of the Borrower adopted on April 13, 2015.

“Surplus Account” means the account created in the Water System Fund pursuant to Section 11.7 of the Original Resolution.

“Surplus Net Revenues” shall mean that portion of the Net Revenues in excess of the current requirements of the Operating Account, the Revenue Bond Account and the Reserve Account.

“System” means the water system of the Borrower and all extensions, improvements and betterments thereof heretofore or hereafter constructed and acquired.

“Trustee” means U.S. Bank National Association, in Seattle, Washington, or any successor trustee under the Indenture.

“2015 Loan” means the loan made to the Borrower by the DNRC pursuant to the Program in the maximum amount of the Committed Amount to provide funds to pay all or a portion of the costs of the 2015 Project, to fund a deposit to the Reserve Account and to pay costs of issuance of the Series 2015 Bond.

“2015 Project” means the designing and engineering of the facilities, improvements and activities financed, refinanced or the cost of which is being reimbursed to the Borrower with proceeds of the 2015 Loan, described in Appendix A hereto.

“Water System Fund” means the fund created by Section 11.1 of the Original Resolution.

Section 1.2 Other Rules of Construction. For all purposes of this Supplemental Resolution, except where the context clearly indicates otherwise:

(a) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted government accounting standards.

- (b) Terms in the singular include the plural and vice versa.
- (c) All references to time shall refer to Helena, Montana time, unless otherwise provided herein.
- (d) All references to mail shall refer to first-class mail postage prepaid.
- (e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.
- (f) “Or” is not exclusive, but is intended to permit or encompass one, more or all of the alternatives conjoined.

Section 1.3 Appendices. Attached to this Supplemental Resolution and hereby made a part hereof are the following Appendices:

Appendix A: a description of the 2015 Project;

Appendix B: the form of the Series 2015 Bond; and

Appendix C: additional agreements and representations of the Borrower.

ARTICLE II

AUTHORIZATION, FINDINGS, REPRESENTATIONS AND COVENANTS

Section 2.1 Authorization and Findings.

(a) Authorization. Under the provisions of the Act, the Borrower is authorized to issue and sell its revenue bonds payable during a term not exceeding forty years from their date of issue, to provide funds for the reconstruction, improvement, betterment and extension of the System or to refund its revenue bonds issued for such purpose; provided that the bonds and the interest thereon are to be payable solely out of the net income and revenues to be derived from rates, fees and charges for the services, facilities and commodities furnished by the undertaking, and are not to create any obligation for the payment of which taxes may be levied except to pay for services provided by the undertaking to the Borrower.

(b) The System. The Borrower, pursuant to the Act and other laws of the State has established and presently owns and operates the System.

(c) The 2015 Project. After investigation of the facts and as authorized by the Act, this Council has determined it to be necessary and desirable and in the best interests of the Borrower to undertake the 2015 Project.

(d) Outstanding Bonds. Pursuant to the Act and the Resolution, the Borrower has issued, and has outstanding, its Series 2005 Bond, Series 2009B Bond, Series 2009C Bond, Series 2009D Bond, Series 2010B Bond, Series 2012 Bond and Series 2014 Bond. The Series 2005 Bond, the Series 2009B Bond, Series 2009C Bond, Series 2009D Bond, Series 2010B Bond,

Series 2012 Bond and Series 2014 Bond are payable from Net Revenues of the System, and no other bonds or indebtedness are outstanding that are payable from or secured by revenues of the System.

(e) Additional Bonds. The Borrower reserved the right under Section 10.3 of the Original Resolution, as amended by Section 11.3 of this Supplemental Resolution, to issue Additional Bonds to finance the cost or estimated cost of providing any improvement, extension or rehabilitation of the System; provided that if the Additional Bonds are issued to complete a project, a certificate is to be signed by the Mayor and City Finance Director or either of them stating that on the date of issuance of such Additional Bonds Net Revenues of the System meet the requirements set forth in Section 10.3 of the Original Resolution, as amended by Section 11.3 of this Supplemental Resolution. Based on a certificate executed or to be executed by the Mayor and City Finance Director or either of them, it is hereby determined that the Borrower is authorized to issue the Series 2015 Bond in the maximum principal amount of \$3,700,000 pursuant to Section 10.3 of the Original Resolution, as amended by Section 11.3 of this Supplemental Resolution, payable from and secured by the Net Revenues on a parity with the outstanding Series 2005 Bond, Series 2009B Bond, Series 2009C Bond, Series 2009D Bond, Series 2010B Bond, Series 2012 Bond and Series 2014 Bond.

Section 2.2 Representations. The Borrower represents as follows:

(a) Organization and Authority. The Borrower:

(1) is duly organized and validly existing as a municipal corporation of the State;

(2) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the System and to carry on its current activities with respect to the System, to adopt this Supplemental Resolution and to enter into the Collateral Documents and to issue the Series 2015 Bond and to carry out and consummate all transactions contemplated by the Supplemental Resolution, the Series 2015 Bond and the Collateral Documents;

(3) is a Governmental Unit and a Public Entity; and

(4) has taken all proper action to authorize the execution, delivery and performance of its obligations under this Supplemental Resolution, the Series 2015 Bond and the Collateral Documents and the incurrence of the Debt evidenced by the Series 2015 Bond in the maximum amount of the Committed Amount.

(b) Litigation. There is no litigation or proceeding pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before or by any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the existence, corporate or otherwise, of the Borrower, or the ability of the Borrower to make all payments and otherwise perform its obligations under the Resolution, the Series 2015 Bond and the Collateral Documents, or the financial condition of the Borrower, or the transactions contemplated by the Resolution, the Series 2015 Bond and the Collateral Documents or the validity and enforceability of the Resolution, the Series 2015 Bond

and the Collateral Documents. No referendum petition has been filed with respect to any resolution or other action of the Borrower relating to the 2015 Project, the Series 2015 Bond or any Collateral Documents and the period for filing any such petition will have expired before issuance of the Series 2015 Bond.

(c) Borrowing Legal and Authorized. The adoption of this Supplemental Resolution, the execution and delivery of the Series 2015 Bond and the Collateral Documents and the consummation of the transactions provided for in this Supplemental Resolution, the Series 2015 Bond and the Collateral Documents and compliance by the Borrower with the provisions of the Resolution, the Series 2015 Bond and the Collateral Documents:

(1) are within the powers of the Borrower and have been duly authorized by all necessary action on the part of the Borrower; and

(2) do not and will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any ordinance, resolution, indenture, loan agreement or other agreement or instrument (other than the Resolution and any Collateral Documents) to which the Borrower is a party or by which the Borrower or its property may be bound, nor will such action result in any violation of the provisions of any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower, its properties or operations are subject.

(d) No Defaults. No event has occurred and no condition exists that, upon execution and delivery of the Series 2015 Bond and the Collateral Documents, would constitute a default under the Resolution or the Collateral Documents. The Borrower is not in violation of any term of any agreement, bond resolution, trust indenture, charter or other instrument to which it is a party or by which it or its property may be bound which violation would materially and adversely affect the transactions contemplated hereby or the compliance by the Borrower with the terms hereof or of the Series 2015 Bond and the Collateral Documents.

(e) Governmental Consent. The Borrower has obtained or made all permits, findings and approvals required to the date of adoption of this Supplemental Resolution by any governmental body or officer for the making and performance by the Borrower of its obligations under this Supplemental Resolution, the Series 2015 Bond and the Collateral Documents (including any necessary water rate increase) or for the 2015 Project, the financing or refinancing thereof or the reimbursement of the Borrower for the costs thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority (other than those, if any, already obtained) is required on the part of the Borrower as a condition to adopting this Supplemental Resolution, issuing the Series 2015 Bond or entering into the Collateral Documents and the performance of the Borrower's obligations hereunder and thereunder.

(f) Binding Obligation. The Resolution, the Series 2015 Bond and any Collateral Document to which the Borrower is a party are the valid and binding special, limited obligations and agreements of the Borrower, enforceable against the Borrower in accordance with their terms, except to the extent that the enforceability thereof may be limited by laws relating to

bankruptcy, moratorium, reorganization, insolvency or similar laws affecting creditors' rights and general principles of equity.

(g) The 2015 Project. The 2015 Project consists and will consist of the facilities, improvements and activities described in Appendix A, as such Appendix A may be amended from time to time in accordance with the provision of Article III of this Supplemental Resolution. The 2015 Project comprises facilities of a type that, as determined by the EPA, will facilitate compliance with the national primary drinking water regulations applicable to the System or will otherwise significantly further the health protection objectives of the Safe Drinking Water Act.

(h) The System. The System is a "community water system" within the meaning of the State Act and the Safe Drinking Water Act in that it is a public water system, comprising collection, treatment, storage and distribution facilities for the provision to the public of water for human consumption, that serves not less than 15 service connections used by year-round residents of the area served by the System or regularly serves not less than 25 year-round residents.

(i) Full Disclosure. There is no fact that the Borrower has not specifically disclosed in writing to the DNRC that materially and adversely affects or (so far as the Borrower can now foresee), except for pending or proposed legislation or regulations that are a matter of general public information, that will materially and adversely affect the properties, operations and finances of the System, the Borrower's status as a Public Entity and Governmental Unit, its ability to own and operate the System in the manner it is currently operated or the Borrower's ability to perform its obligations under the Resolution, the Series 2015 Bond and the Collateral Documents and to pledge any revenues or other property pledged to the payment of the Series 2015 Bond.

(j) Compliance With Law. The Borrower:

(1) is in compliance with all laws, ordinances, governmental rules and regulations and court or other governmental orders, judgments and decrees to which it is subject and which are material to the properties, operations and finances of the System or its status as a Public Entity and Governmental Unit; and

(2) has obtained all licenses, permits, franchises or other governmental authorizations necessary to the ownership of the System and the operation thereof and agrees to obtain all such licenses, permits, franchises or other governmental authorizations as may be required in the future for the System and the operation thereof, which failure to obtain might materially and adversely affect the ability of the Borrower to conduct the operation of the System as presently conducted or the condition (financial or otherwise) of the System or the Borrower's ability to perform its obligations under the Resolution, the Series 2015 Bond and the Collateral Documents.

Section 2.3 Covenants.

(a) Insurance. In addition to the requirements of Section 2.2 of the Original Resolution, the Borrower at all times shall keep and maintain with respect to the System property and casualty insurance and liability insurance with financially sound and reputable insurers, or self-insurance as authorized by State law, against such risks and in such amounts, and with such deductible provisions, as are customary in the State in the case of entities of the same size and type as the Borrower and similarly situated and shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for all such insurance. All such insurance policies shall name the DNRC as an additional insured. Each policy must provide that it cannot be cancelled by the insurer without giving the Borrower and the DNRC 30 days' prior written notice. The Borrower shall give the DNRC prompt notice of each insurance policy it obtains or maintains to comply with this Section 2.3(a) and of each renewal, replacement, change in coverage or deductible under or amount of or cancellation of each such insurance policy and the amount and coverage and deductibles and carrier of each new or replacement policy. Such notice shall specifically note any adverse change as being an adverse change. The Borrower shall deliver to the DNRC at Closing a certificate providing the information required by this Section 2.3(a).

(b) Right of Inspection and Notice of Change of Location. The DNRC, the DEQ and the EPA and their designated agents shall have the right at all reasonable times during normal business hours and upon reasonable notice to enter into and upon the property of the Borrower for the purpose of inspecting the System or any or all books and records of the Borrower relating to the System.

(c) Further Assurance. The Borrower shall execute and deliver to the DNRC all such documents and instruments and do all such other acts and things as may be necessary or required by the DNRC to enable the DNRC to exercise and enforce its rights under the Resolution, the Series 2015 Bond and the Collateral Documents and to realize thereon, and record and file and re-record and refile all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or required by the DNRC to validate, preserve and protect the position of the DNRC under the Resolution, the Series 2015 Bond and the Collateral Documents.

(d) Maintenance of Security, if Any; Recordation of Interest.

(1) The Borrower shall, at its expense, take all necessary action to maintain and preserve the lien and security interest of the Resolution and the Collateral Documents so long as any amount is owing under the Resolution or the Series 2015 Bond;

(2) The Borrower shall forthwith, after the execution and delivery of the Series 2015 Bond and thereafter from time to time, cause the Resolution and any Collateral Documents granting a security interest in revenues or real or personal property and any financing statements or other notices or documents relating thereto to be filed, registered and recorded in such manner and in such places as may be required by law in order to perfect and protect fully the lien and security interest hereof and thereof and the security interest in them granted by the Resolution and, from time to time, shall perform or cause to be performed any other act required by law, including executing or causing to be executed any and all required continuation statements and shall execute or cause to be

executed any further instruments that may be requested by the DNRC for such perfection and protection; and

(3) Except to the extent it is exempt therefrom, the Borrower shall pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of the documents described in subparagraph (2), and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Series 2015 Bond and the Collateral Documents and the documents described in subparagraph (2).

(e) Additional Agreements. The Borrower covenants to comply with all representations, covenants, conditions and agreements, if any, set forth in Appendix C hereto.

(f) Financial Information. This Section 2.3(f) supplements, and is not intended to limit, the requirements in Section 2.2(f) of the Original Resolution, as amended by Section 11.3 of this Supplemental Resolution. The Borrower agrees that for each fiscal year it shall furnish to the DNRC and the DEQ, promptly when available:

(1) the preliminary annual budget for the System, with items for the 2015 Project shown separately; and

(2) when adopted, the final annual budget for the System, with items for the 2015 Project shown separately.

(g) 2015 Project Accounts. The Borrower shall maintain 2015 Project accounts in accordance with generally accepted government accounting standards.

(h) Records. After reasonable notice from the EPA or the DNRC, the Borrower shall make available to the EPA or the DNRC such records as the EPA or the DNRC reasonably requires to review and determine compliance with the Safe Drinking Water Act, as provided in Section 75-6-224(1)(h) of the State Act.

(i) Compliance with Safe Drinking Water Act. The Borrower has complied and shall comply with all conditions and requirements of the Safe Drinking Water Act pertaining to the 2015 Loan and the 2015 Project.

(j) Compliance with DEQ Requirements. The Borrower shall comply with plan, specification and other requirements for public water systems established by the DEQ, as required by Section 75-6-224(1)(h) of the State Act.

Section 2.4 Covenants Relating to the Tax-Exempt Status of the State Bonds.

(a) The Borrower covenants and agrees that it will not use or permit to be used any of the proceeds of the Series 2015 Bond or any other funds of the Borrower in respect of the 2015 Project or the Series 2015 Bond, directly or indirectly, in a manner that would cause, or take any other action that would cause, any State Bond to be an "arbitrage bond" within the meaning of

Section 148 of the Code or would otherwise cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(b) The Borrower agrees that it will not enter into, or allow any “related person” (as defined in Section 147(a)(2) of the Code) to enter into, any arrangement, formal or informal, for the purchase of the State Bonds or any other obligations of the DNRC in an amount related to the amount of the Loan or the portion of the Loan derived directly or indirectly from proceeds of the State Bonds or that would otherwise cause any State Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(c) The Borrower shall not use or permit the use of the 2015 Project directly or indirectly in any trade or business carried on by any Person who is not a Governmental Unit. For the purpose of this subparagraph, use as a member of the general public (within the meaning of the Regulations) shall not be taken into account and any activity carried on by a Person other than a natural person shall be treated as a trade or business.

(d) Any portion of the 2015 Project being refinanced or the cost of which is being reimbursed was acquired by and is now and shall, during the term of the Loan, be owned by the Borrower and not by any other Person. Any portion of the 2015 Project being financed shall be acquired by and shall, during the term of the Loan, be owned by the Borrower and not by any other Person. Notwithstanding the previous two sentences, the Borrower may transfer the 2015 Project or a portion thereof to another Governmental Unit which is also a Public Entity if such transfer is otherwise permitted under the Resolution and if such organization agrees with the DNRC to comply with Section 2.3(h), Section 2.3(i) and Section 2.4 of this Supplemental Resolution and if the DNRC receives an Opinion of Bond Counsel that such transfer will not violate the State Act or the Safe Drinking Water Act or adversely affect the exclusion of interest on the State Bonds from gross income or purposes of federal income taxation. In addition, except as otherwise provided in the Resolution or in any Collateral Documents, the Borrower may sell or otherwise dispose of any portion of the 2015 Project which has become obsolete or outmoded or is being replaced or for other reasons is not needed by the Borrower or beneficial to the general public or necessary to carry out the purposes of the Safe Drinking Water Act.

(e) At the Closing of the 2015 Loan, the DNRC will, if necessary to obtain the Opinion of Bond Counsel described in Section 7.05(a) of the Indenture, deliver to the Borrower instructions concerning compliance by the Borrower with the arbitrage rebate requirements of Section 148 of the Code (the “Arbitrage Rebate Instructions”). The Borrower shall comply with the Arbitrage Rebate Instructions, if any, delivered to it by the DNRC at Closing, as such Instructions may be amended or replaced by the DNRC from time to time. The Arbitrage Rebate Instructions may be amended or replaced by new Arbitrage Rebate Instructions delivered by the DNRC and accompanied by an Opinion of Bond Counsel to the effect that the use of said amended or new Arbitrage Rebate Instructions will not adversely affect the excludability of interest on the State Bonds or any Additional State Bonds (except State Bonds the interest on which the State did not intend to be excluded from gross income for federal income tax purposes) from gross income of the recipients thereof for federal income tax purposes.

(f) The Borrower agrees that during the term of the 2015 Loan it will not contract with or permit any Private Person to manage the 2015 Project or any portion thereof except according to

a written management contract and upon delivery to the DNRC of an opinion of Bond Counsel to the effect that the execution and delivery of such management contract will not violate the State Act or the Safe Drinking Water Act or adversely affect the exclusion of interest on State Bonds from gross income or purposes of federal income taxation.

(g) The Borrower may not lease the 2015 Project or any portion thereof to any Person other than a Nonexempt Person which agrees in writing with the Borrower and the State not to cause any default to occur under the Resolution; provided the Borrower may lease all or any portion of the 2015 Project to a Nonexempt Person pursuant to a lease which in the Opinion of Bond Counsel delivered to the DNRC will not cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(h) The Borrower shall not change the use or nature of the 2015 Project if (i) such change will violate the Safe Drinking Water Act, or (ii) so long as the State Bonds are outstanding unless, in the Opinion of Bond Counsel delivered to the DNRC, such change will not result in the inclusion in gross income of interest on the State Bonds for federal income tax purposes.

Section 2.5 Maintenance of System; Liens. The Borrower shall maintain the System, including the 2015 Project, in good condition and make all necessary renewals, replacements, additions, betterments and improvements thereto. The Borrower shall not grant or permit to exist any lien on the 2015 Project or any other property making up part of the System, other than liens securing Debt where a parity or senior lien secures the Series 2015 Bond; provided that this Section 2.5 shall not be deemed to be violated if a mechanic's or contractor's lien is filed against any such property so long as the Borrower uses its best efforts to obtain the discharge of such lien and promptly reports to the DNRC the filing of such lien and the steps it plans to take and does take to discharge of such lien.

Section 2.6 Maintenance of Existence; Merger, Consolidation, Etc.; Disposition of Assets. The Borrower shall maintain its corporate existence, except that it may consolidate with or merge into another Governmental Unit or permit one or more Governmental Units to consolidate with or merge into it or may transfer all or substantially all of its assets to another Governmental Unit and then dissolve if the surviving, resulting or transferee entity (if other than the Borrower) (i) is a Public Entity and (ii) assumes in writing all of the obligations of the Borrower under the Resolution, the Series 2015 Bond and the Collateral Documents, and (a) such action does not result in any default in the performance or observance of any of the terms, covenants or agreements of the Borrower under the Resolution, the Series 2015 Bond and the Collateral Documents, (b) such action does not violate the State Act or the Safe Drinking Water Act and does not adversely affect the exclusion of interest on the Series 2015 Bond or the State Bonds from gross income for federal income tax purposes and (c) the Borrower delivers to the DNRC on the date of such action an Opinion of Bond Counsel that such action complies with this Section 2.6.

Other than pursuant to the preceding paragraph, the Borrower shall not transfer the System or any portion thereof to any other Person, except for property which is obsolete, outmoded, worn out, is being replaced or otherwise is not needed for the operation of the System, unless the provisions of (a) and (b) of the preceding paragraph are satisfied and the

Borrower delivers to the DNRC an Opinion of Bond Counsel to that effect and, in addition, the DNRC consents to such transfer.

ARTICLE III

USE OF PROCEEDS; THE 2015 Project

Section 3.1 Use of Proceeds. The Borrower shall apply the proceeds of the 2015 Loan from the DNRC solely as follows:

(a) The Borrower shall apply the proceeds of the 2015 Loan solely to the financing, refinancing or reimbursement of the costs of the 2015 Project as set forth in Appendix A hereto and this Section 3.1. The 2015 Loan will be disbursed in accordance with ARTICLE IV hereof and Article VII of the Indenture. If the 2015 Project has not been completed prior to Closing, the Borrower shall, as quickly as reasonably possible, complete the 2015 Project and expend proceeds of the 2015 Loan to pay the costs of completing the 2015 Project.

(b) No portion of the proceeds of the 2015 Loan shall be used to reimburse the Borrower for costs paid prior to the date of adoption of this Supplemental Resolution of a Project the construction or acquisition of which occurred or began earlier than June 1, 1993. In addition, if any proceeds of the Loan are to be used to reimburse the Borrower for 2015 Project costs paid prior to the date of adoption of this Supplemental Resolution, the Borrower shall have complied with Section 1.150-2 of the Regulations in respect of such costs.

(c) Any Debt to be refinanced with proceeds of the Loan was incurred after June 1, 1993 for a Project the construction or acquisition of which began after June 1, 1993. No proceeds of the Loan shall be used for the purpose of refinancing an obligation the interest on which is exempt from federal income tax or excludable from gross income for purposes of federal income taxation unless the DNRC has received an Opinion of Bond Counsel, satisfactory to it, to the effect that such refinancing will not adversely affect the exclusion of interest on the State Bonds from gross income for purposes of federal income taxation.

Section 3.2 The 2015 Project. Set forth in Appendix A to this Supplemental Resolution is a description of the 2015 Project, which describes the property which has been or is to be acquired, installed, constructed or improved and the other activities, if any to be funded from the Loan (the 2015 Project may consist of more than one facility or activity), and an estimated budget relating to the 2015 Project. The 2015 Project may be changed and the description thereof in Appendix A may be amended from time to time by the Borrower but only after delivery to the DNRC of the following:

(a) A certificate of the Borrower setting forth the amendment to Appendix A and stating the reason therefor, including statements whether the amendment would cause an increase or decrease in the cost of the 2015 Project, an increase or decrease in the amount of Loan proceeds which will be required to complete the 2015 Project and whether the change will materially accelerate or delay the construction schedule for the 2015 Project;

(b) A written consent to such change in the 2015 Project by an Authorized DNRC Officer;

(c) An Opinion or Opinions of Bond Counsel stating that the 2015 Project, as constituted after such amendment, is, and was at the time the State Bonds were issued, eligible for financing under the State Act and is, and was at the time the Series 2015 Bond was issued, eligible for financing under the Act, such amendment will not violate the State Act or the Act and such amendment will not adversely affect the exclusion of interest on the State Bonds or the Series 2015 Bond from gross income for purposes of federal income taxation. Such an Opinion of Bond Counsel shall not be required for amendments which do not affect the type of facility to be constructed or activity to be financed; and

The Borrower acknowledges and agrees that an increase in the principal amount of the 2015 Loan may be made only upon an application to the DEQ, the DNRC and the Trustee, in such form as the DEQ shall specify, which is approved by the DEQ and the DNRC, in their sole and absolute discretion, and adoption by the governing body of the Borrower of a resolution amendatory of or supplementary to the Resolution authorizing the additional loan and delivery of written certifications by officers of the Borrower to the DEQ, the DNRC and the Trustee to the effect that all representations and covenants contained in the resolution as it may be so amended or supplemented are true as of the date of closing of the additional loan and compliance with applicable tests for the incurrence of such Debt. No assurance can be given that any additional loan funds will be available under the Program at the time of any such application or thereafter. The Borrower acknowledges and agrees that neither the DEQ, the DNRC, the Trustee nor any of their agents, employees or representatives shall have any liability to the Borrower and have made no representations to the Borrower as to the sufficiency of the 2015 Loan to pay costs of the 2015 Project or as to the availability of additional funds under the Program to increase the principal amount of the Loan.

Section 3.3 2015 Project Representations and Covenants. The Borrower hereby represents to and covenants with the DNRC that:

(a) all construction of the 2015 Project has complied and will comply with all federal and state standards, including, without limitation, EPA regulations and standards;

(b) all future construction of the 2015 Project will be done only pursuant to fixed price construction contracts. The Borrower shall obtain a performance and payment bond from the contractor for each construction contract in the amount of 100% of the construction price and ensure that such bond is maintained until construction is completed to the Borrower's, the DNRC's and the DEQ's satisfaction;

(c) all future construction of the 2015 Project will be done in accordance with plans and specifications on file with the DNRC and the DEQ, provided that changes may be made in such plans and specifications with the written consent of an Authorized DNRC Officer and the DEQ;

(d) all laborers and mechanics employed by contractors and subcontractors on the 2015 Project have been and will be paid wages at rates not less than those prevailing on projects of a

character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code;

(e) the iron and steel products used in the 2015 Project comply with the “American Iron and Steel” requirements of Section 436 of the Consolidated Appropriations Act of 2014 (P.L. 113-76), as those requirements are further interpreted by applicable EPA guidance;

(f) the 2015 Project is a project of the type permitted to be financed under the Act, the State Act and the Program and Section 1452 of the Safe Drinking Water Act; and

(g) the Borrower has undertaken or will undertake the 2015 Project promptly after the Closing date and will cause the 2015 Project to be completed as promptly as practicable with all reasonable dispatch, except only as completion may be delayed by a cause or event not reasonably within the control of the Borrower; it is estimated by the Borrower that the 2015 Project will be substantially completed by November 2015.

Section 3.4 Completion or Cancellation or Reduction of Costs of the 2015 Project.

(a) Upon completion of the 2015 Project, the Borrower shall deliver to the DNRC a certificate stating that the 2015 Project is complete, stating the amount, if any, of the Reserved Amounts, and releasing the remaining amount, if any, of the Committed Amount. If any Reserved Amount is not later needed, the Borrower shall so inform the DNRC and release such amount. If Appendix A describes two or more separate projects as making up the 2015 Project, a separate completion certificate shall be delivered for each.

(b) If all or any portion of the 2015 Project is cancelled or cut back or its costs are reduced or for any other reason the Borrower will not require the full Committed Amount, the Borrower shall promptly notify the DNRC in writing of such fact and release the portion of the Committed Amount which will not be needed.

ARTICLE IV

THE LOAN

Section 4.1 The Loan; Disbursement of Loan. The DNRC has agreed to lend to the Borrower, from time to time as the requirements of this Section 4.1 are met, an amount up to \$3,700,000 (the “Committed Amount”) for the purposes of financing, refinancing or reimbursing the Borrower for the costs of the 2015 Project; provided the DNRC shall not be required to loan any proceeds of the State Bonds to the Borrower after March 2016. The Committed Amount may be reduced as provided in Sections 3.2(a) and 3.4 of this Supplemental Resolution. The 2015 Loan shall be disbursed as provided in this Section 4.1. The DNRC intends to disburse the 2015 Loan through the Trustee.

(a) In consideration of the issuance of the Series 2015 Bond by the Borrower, the DNRC shall make, or cause the Trustee to make, a disbursement of all or a portion of the 2015 Loan upon receipt of the following documents:

(1) an Opinion of Bond Counsel as to the validity and enforceability of the Series 2015 Bond and the security therefor and stating in effect that interest on the Series 2015 Bond is not includable in gross income of the owner thereof for purposes of federal income taxation, in form and substance satisfactory to the DNRC;

(2) the Series 2015 Bond, fully executed and authenticated;

(3) a certified copy of the Resolution and this Supplemental Resolution;

(4) any other security instruments or documents required by the DNRC or DEQ as a condition to their approval of the 2015 Loan;

(5) if all or part of a Loan is being made to refinance a Project or reimburse the Borrower for the costs of a Project paid prior to the Closing, evidence, satisfactory to the DNRC and the Bond Counsel referred to in (1) above, (A) that the acquisition or construction of the Project was begun no earlier than June 1, 1993 or the debt was incurred no earlier than June 1, 1993, (B) of the Borrower's title to the Project, (C) of the costs of such Project and that such costs have been paid by the Borrower and (D) if such costs were paid before adoption of this Supplemental Resolution that the Borrower has complied with Section 1.150-2 of the Regulations;

(6) the items required by the Indenture for the portion of the 2015 Loan to be disbursed at Closing; and

(7) such other certificates, documents and other information as the DNRC, the DEQ or the Bond Counsel giving the opinion referred to in subparagraph (1) may require (including any necessary arbitrage rebate instructions).

(b) In order to obtain a disbursement of a portion of the 2015 Loan to pay costs of the 2015 Project, the Borrower shall submit to the DNRC and the Trustee a signed request for disbursement on the form prescribed by the DNRC, with all attachments required by such form. The Borrower may obtain disbursements only for costs which have been legally incurred and are due and payable. All Loan disbursements will be made to the Borrower only upon proof that cost was incurred.

(c) For refinancings, a disbursement schedule complying with the requirements of the Safe Drinking Water Act shall be established by the DNRC and the Borrower at Closing. The Trustee shall disburse 2015 Loan amounts directly to the holder of the debt being refinanced according to such schedule. If the Borrower should repay all or a portion of the debt to be refinanced from other sources or should otherwise not need any portion of the 2015 Loan which was to have been used to refinance such debt, it shall inform the DNRC and the Trustee of such fact pursuant to Section 3.4(b) and a new disbursement schedule shall be drawn up by the DNRC. The DNRC shall obtain a receipt from the holder of the debt being refinanced for each disbursement made to pay or prepay a portion of such debt.

(d) If all or a portion of a Loan is made to reimburse a Borrower for Project costs paid by it prior to Closing, the Borrower shall present at Closing the items required by Section 4.1(b)

relating to such costs. The Trustee shall disburse such amounts to the Borrower pursuant to a disbursement schedule complying with the requirements of the Safe Drinking Water Act established by the DNRC and the Borrower at the Closing.

(e) Notwithstanding anything else provided herein, the Trustee shall not be obligated to disburse the Loan any faster or to any greater extent than it has available EPA Capitalization Grants, Bond proceeds and other amounts available therefor in the Revolving Fund. The DNRC shall not be required to do “overmatching” pursuant to Section 5.04(b) of the Indenture, but may do so in its discretion. The Borrower acknowledges that if Project costs are incurred faster than the Borrower projected at Closing, there may be delays in making Loan disbursements for such costs because of the schedule under which EPA makes EPA Capitalization Grant money available to the DNRC. The DNRC will use its best efforts to obtain an acceleration of such schedule if necessary.

(f) Upon making each 2015 Loan disbursement, the Trustee shall note such disbursement on Schedule A to the Series 2015 Bond.

(g) The Borrower agrees that it will deposit in the Reserve Account upon receipt thereof, on the date of the first advance under the 2015 Loans and any subsequent disbursement dates, any proceeds of the 2015 Loans borrowed for the purpose of increasing the balance in the Reserve Account in an amount then required to satisfy the Reserve Requirement. The Borrower further acknowledges and agrees that any portion of the 2015 Loan representing capitalized interest shall be advanced only on Payment Dates and shall be transferred by the Trustee on the Payment Date directly to the Debt Service Account. The amount of any such transfer shall be a credit against the interest payments due on the Series 2015 Bond and interest thereon shall accrue only from the date of transfer.

(h) Compliance by the Borrower with its representations, covenants and agreements contained in the Resolution, this Supplemental Resolution and the Collateral Documents shall be a further condition precedent to the disbursement of the Loan in whole or in part. The DNRC and the Trustee, in their sole and absolute discretion, may make one or more disbursements, in whole or in part, notwithstanding such noncompliance, and without liability to make any subsequent disbursement of the Loan.

Section 4.2 Commencement of Loan Term. The Borrower’s obligations under this Supplemental Resolution and the Collateral Documents shall commence on the date hereof unless otherwise provided in this Supplemental Resolution. However, the obligation to make payments under ARTICLE V hereof shall commence only upon the first disbursement by the Trustee of the 2015 Loan proceeds.

Section 4.3 Termination of Loan Term. The Borrower’s obligations under the Resolution and the Collateral Documents in respect of the Series 2015 Bond shall terminate upon payment in full of all amounts due under the Series 2015 Bond and the Resolution in respect thereof; provided, however, that the covenants and obligations provided in ARTICLE VI and Section 10.4 of this Supplemental Resolution shall survive the termination of the Resolution.

Section 4.4 Loan Closing Submissions. On or prior to the Closing, the Borrower will have delivered to the DNRC and the Trustee the closing submissions required by Section 7.05 of the Indenture.

ARTICLE V

REPAYMENT OF 2015 LOAN

Section 5.1 Repayment of 2015 Loan. The Borrower shall repay the amounts lent to it pursuant to Section 4.1 hereof, plus interest on the unpaid amounts lent at the rate of two percent (2.00%) per annum, in semiannual Loan Repayments. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge, each at the rate of twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2015 Loan. For purposes of this Supplemental Resolution and the Program, the term “Interest on the Loan” or “Interest on the 2015 Loan” shall include the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge. The Borrower shall pay all Loan Repayments and Administrative Expense Surcharge and Loan Loss Reserve Surcharge in lawful money of the United States of America to the DNRC. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a year of 360 days comprising 12 months of 30 days each.

The Loan Repayments required by this Section 5.1, and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge, shall be due on each January 1 and July 1 (the “Payment Dates”), as follows:

(a) interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal balance of the 2015 Loan shall be payable on each January 1 and July 1, beginning on July 1, 2015 and concluding on January 1, 2035; and

(b) the principal of the 2015 Loan shall be repayable on each Payment Date, beginning on July 1, 2015 and concluding on January 1, 2035, and the amount of each principal payment shall be calculated on the basis of an interest rate of 2.50% per annum; provided that principal of the 2015 Loan is payable only in amounts that are multiples of \$1,000.

The payments of principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the 2015 Loan shall be due on the dates and in the amounts shown in Schedule B to the Series 2015 Bond, as such Schedule B shall be modified from time to time as provided below. The portion of each such Loan Repayment consisting of principal and the portion consisting of interest and the amount of each Administrative Expense Surcharge and the amount of each Loan Loss Reserve Surcharge shall be set forth in Schedule B to the Series 2015 Bond. Upon each disbursement of 2015 Loan amounts to the Borrower pursuant to Section 4.1 hereof, the Trustee shall enter or cause to be entered the amount advanced on Schedule A to the Series 2015 Bond under “Advances” and the total amount advanced under Section 4.1, including such disbursement, under “Total Amount Advanced.”

If the advance was made to pay costs of the 2015 Project pursuant to Section 4.1(b), interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on such advance shall accrue from the date the advance is made and shall be payable on each Payment Date thereafter. Once the completion certificate for the 2015 Project has been delivered to the DNRC, the Trustee shall revise Schedule B to the Series 2015 Bond in accordance with this Section 5.1 and the Trustee shall send a copy of such Schedule B to the Borrower within one month after delivery of the completion certificate.

Past-due payments of principal and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid.

Any payment of principal, interest or Administrative Expense Surcharge and Loan Loss Reserve Surcharge under this Section 5.1 shall also be credited against the same payment obligation under the Series 2015 Bond.

Section 5.2 Additional Payments. The Borrower shall also pay, within 30 days after receipt of a bill therefor, from any legally available funds therefor, including proceeds of the Loan, if the Borrower so chooses, all reasonable expenses of the DNRC and the Trustee in connection with the Loan, the Collateral Documents and the Series 2015 Bond, including, but not limited to:

(a) the cost of reproducing this Supplemental Resolution, the Collateral Documents and the Series 2015 Bond;

(b) the fees and disbursements of Bond Counsel and other Counsel utilized by the DNRC and the Trustee in connection with the Loan, the Resolution, the Collateral Documents and the Series 2015 Bond and the enforcement thereof; and

(c) all taxes and other governmental charges in connection with the execution and delivery of the Collateral Documents or the Series 2015 Bond, whether or not the Series 2015 Bond is then outstanding, including all recording and filing fees relating to the Collateral Documents and the pledge of the State's right, title and interest in and to the Series 2015 Bond, the Collateral Documents and the Resolution under the Resolution (and with the exceptions noted therein) and all expenses, including attorneys' fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof or thereof.

Section 5.3 Prepayments. The Borrower may not prepay all or any part of the outstanding principal amount of the Series 2015 Bond, unless (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2015 Bond is prepaid in part pursuant to this Section 5.3, such prepayments shall be applied to principal payments in inverse order of maturity.

Section 5.4 Obligations of Borrower Unconditional. The obligations of the Borrower to make the payments required by the Resolution and the Series 2015 Bond and to perform its other agreements contained in the Resolution, the Series 2015 Bond and Collateral Documents shall be absolute and unconditional, except as otherwise provided herein or in such documents. The Borrower (a) shall not suspend or discontinue any payments provided for in the Resolution and the Series 2015 Bond, (b) shall perform all its other agreements in the Resolution, the Series 2015 Bond and the Collateral Documents and (c) shall not terminate the Resolution, the Series 2015 Bond or the Collateral Documents for any cause, including any acts or circumstances that may constitute failure of consideration, destruction of or damage to the 2015 Project or the System, commercial frustration of purpose, any dispute with the DNRC or the EPA, any change in the laws of the United States or of the State or any political subdivision of either or any failure of the DNRC to perform any of its agreements, whether express or implied, or any duty, liability or obligation arising from or connected with the Resolution.

Section 5.5 Limited Liability. All payments of principal of and interest on the Loan and other payment obligations of the Borrower hereunder and under the Series 2015 Bond shall be special, limited obligations of the Borrower payable solely out of the Net Revenues and shall not, except at the option of the Borrower and as permitted by law, be payable out of any other revenues of the Borrower. The obligations of the Borrower under the Resolution and the Series 2015 Bond shall never constitute an indebtedness of the Borrower within the meaning of any state constitutional provision or statutory or charter limitation and shall never constitute or give rise to a pecuniary liability of the Borrower or a charge against its general credit or taxing power. The taxing powers of the Borrower may not be used to pay principal of or interest on the Series 2015 Bond, and no funds or property of the Borrower other than the Net Revenues may be required to be used to pay principal of or interest on the Series 2015 Bond.

ARTICLE VI

INDEMNIFICATION OF DNRC AND DEQ

The Borrower shall indemnify and save harmless the DNRC and the DEQ and their officers, employees and agents (each an “Indemnified Party” or, collectively, the “Indemnified Parties”) against and from any and all claims, damages, demands, expenses, liabilities and losses of every kind asserted by or on behalf of any Person arising out of the acts or omissions of the Borrower or its employees, officers, agents, contractors, subcontractors, or consultants in connection with or with regard or in any way relating to the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation or financing of the 2015 Project. The Borrower shall also indemnify and save harmless the Indemnified Parties against and from all costs, reasonable attorneys’ fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. If any proceeding is brought against an Indemnified Party by reason of such claim or demand, the Borrower shall, upon notice from an Indemnified Party, defend such proceeding on behalf of the Indemnified Party.

ARTICLE VII

ASSIGNMENT

Section 7.1 Assignment by Borrower. The Borrower may not assign its rights and obligations under the Resolution or the Series 2015 Bond.

Section 7.2 Assignment by DNRC. The DNRC will pledge its rights under and interest in the Resolution, the Series 2015 Bond and the Collateral Documents (except to the extent otherwise provided in the Indenture) as security for the payment of the State Bonds and may further assign such interests to the extent permitted by the Indenture, without the consent of the Borrower.

Section 7.3 State Refunding Bonds. In the event the State Bonds and Additional State Bonds are refunded by bonds which are not Additional State Bonds, all references in the Resolution to State Bonds and Additional State Bonds shall be deemed to refer to the refunding bonds and any bonds of the State on a parity with such refunding bonds (together, the "Refunding Bonds") or, in the case of a crossover refunding, to the State Bonds and Additional State Bonds and the Refunding Bonds. In the event the State Bonds are refunded by an issue of Additional State Bonds, all references in the Resolution to the State Bonds shall be deemed to refer to such Additional State Bonds or, in the case of a crossover refunding, both the State Bonds and such Additional State Bonds.

ARTICLE VIII

THE SERIES 2015 BOND

Section 8.1 Net Revenues Available. The Borrower is authorized to charge just and equitable rates, charges and rentals for all services directly or indirectly furnished by the System, and to pledge and appropriate to the Series 2005 Bond, the Series 2009B Bond, the Series 2009C Bond, the Series 2009D Bond, the Series 2010B Bond, the Series 2012 Bond, the Series 2014 Bond and the Series 2015 Bond the Net Revenues to be derived from the operation of the System, including improvements, betterments or extensions thereof hereafter constructed or acquired. The Net Revenues to be produced by such rates, charges and rentals during the term of the Series 2015 Bond are expected to be more than sufficient to pay the principal and interest when due on the Series 2005 Bond, the Series 2009B Bond, the Series 2009C Bond, the Series 2009D Bond, the Series 2010B Bond, the Series 2012 Bond, the Series 2014 Bond and the Series 2015 Bond, and to create and maintain reasonable reserves therefor and to provide an adequate allowance for replacement and depreciation, as prescribed herein.

Section 8.2 Issuance and Sale of the Series 2015 Bond. The Council has investigated the facts necessary and hereby finds, determines and declares it to be necessary and desirable for the Borrower to issue the Series 2015 Bond to evidence the 2015 Loan. The Series 2015 Bond is issued to the DNRC without public sale pursuant to Montana Code Annotated, Section 7-7-4433.

Section 8.3 Terms. The Series 2015 Bond shall be in the maximum principal amount equal to the Committed Amount, shall be issued as a single, fully registered bond numbered R-1,

shall be dated as of the date of delivery to the DNRC, and shall bear interest at the rate charged by the DNRC on the 2015 Loan. The principal of and interest on the Series 2015 Bond shall be payable on the same dates and in the same amounts on which principal and interest of the Loan Repayments are payable. Advances of principal of the Series 2015 Bond shall be deemed made when advances of the 2015 Loan are made under Section 4.1, and such advances shall be payable in accordance with Schedule B to the Series 2015 Bond, as it may be revised by the DNRC from time to time in accordance with Section 5.1.

The Borrower may prepay the Series 2015 Bond, in whole or in part, only upon the terms and conditions under which it can prepay the 2015 Loan under Section 5.3.

Section 8.4 Negotiability, Transfer and Registration. The Series 2015 Bond shall be fully registered as to both principal and interest, and shall be initially registered in the name of and payable to the DNRC. While so registered, principal of and interest on the Series 2015 Bond shall be payable to the DNRC at the Office of the Department of Natural Resources and Conservation, 1625 Eleventh Avenue, Helena, Montana 59620-1601 or such other place as may be designated by the DNRC in writing and delivered to the Borrower. The Series 2015 Bond shall be negotiable, subject to the provisions for registration and transfer contained in this Section. No transfer of the Series 2015 Bond shall be valid unless and until (1) the holder, or his duly authorized attorney or legal representative, has executed the form of assignment appearing on the Series 2015 Bond, and (2) the City Finance Director of the Borrower (or successors, the “Registrar”), as Bond Registrar, has duly noted the transfer on the Series 2015 Bond and recorded the transfer on the registration books of the Registrar. The Registrar may, prior to noting and recording the transfer, require appropriate proof of the transferor’s authority and the genuineness of the transferor’s signature. The Borrower shall be entitled to deem and treat the Person in whose name the Series 2015 Bond is registered as the absolute owner of the Series 2015 Bond for all purposes, notwithstanding any notice to the contrary, and all payments to the registered holder shall be valid and effectual to satisfy and discharge the Borrower’s liability upon such Bond to the extent of the sum or sums so paid.

Section 8.5 Execution and Delivery. The Series 2015 Bond shall be executed on behalf of the Borrower by the manual signatures of the Mayor, City Finance Director, and City Clerk. Any or all of such signatures may be affixed at or prior to the date of delivery of the Series 2015 Bond. The Series 2015 Bond shall be sealed with the corporate seal of the Borrower. In the event that any of the officers who shall have signed the Series 2015 Bond shall cease to be officers of the Borrower before the Series 2015 Bond is issued or delivered, their signatures shall remain binding upon the Borrower. Conversely, the Series 2015 Bond may be signed by an authorized official who did not hold such office on the date of adoption of this Supplemental Resolution. The Series 2015 Bond shall be delivered to the DNRC, or its attorney or legal representative.

Section 8.6 Form. The Series 2015 Bond shall be prepared in substantially the form attached as Appendix B.

Section 8.7 2015 Acquisition and Construction Account. The 2015 Acquisition and Construction Account (the “2015 Acquisition and Construction Account”) is hereby created as a separate account within the Water System Fund and shall be used only to pay as incurred and

allowed, costs which under accepted accounting practice are capital costs of the 2015 Project and of such future reconstructions, improvements, betterments or extensions of the System as may be authorized in accordance with law, 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, reimbursement of any advances made from other Borrower funds, and all other expenses incurred in connection with the acquisition, construction and financing of any such undertaking and the issuance of the Series 2015 Bond. To the 2015 Acquisition and Construction Account shall be credited as received the portion of the proceeds of Series 2015 Bond for costs of the 2015 Project and for costs of issuance of the Series 2015 Bond and any other funds appropriated by the Borrower to the 2015 Acquisition and Construction Account for improvements to the System, and all income received from the investment of the 2015 Acquisition and Construction Account.

ARTICLE IX

SECURITY FOR THE SERIES 2015 BOND

The Series 2015 Bond is issued as an Additional Bond under Section 10.3 of the Original Resolution, as amended by this Supplemental Resolution, and shall, with the Series 2005 Bond, the Series 2009B Bond, the Series 2009C Bond, the Series 2009D Bond, the Series 2010B Bond, the Series 2012 Bond, the Series 2014 Bond and any other Additional Bonds issued under the provisions of Section 10.3 of the Original Resolution, as amended by this Supplemental Resolution, be equally and ratably secured by the provisions of the Resolution and payable out of the Net Revenues appropriated to the Revenue Bond Account of the Water System Fund, without preference or priority, all as provided in the Resolution, and secured by the Reserve Account, as further provided in Section 11.5 of the Original Resolution. Upon advancement of principal of the Series 2015 Bond, the City Finance Director shall transfer from proceeds of the Series 2015 Bond such amount or amounts to the Reserve Account to cause the balance therein to equal the Reserve Requirement in respect of the Series 2005 Bond, Series 2009B Bond, the Series 2009C Bond, the Series 2009D Bond, the Series 2010B Bond, the Series 2012 Bond, the Series 2014 Bond and the principal of the Series 2015 Bond so advanced. Thereafter, upon each monthly apportionment, from the Net Revenues remaining after the apportionment to the Revenue Bond Account, the Borrower shall credit to the Reserve Account such additional Net Revenues as may be required to establish and thereafter maintain the balance in an amount equal, as of the date of calculation, to the Reserve Requirement. The Borrower shall keep, perform and observe each and every one of its covenants and undertakings set forth in the Resolution for the benefit of the registered owners from time to time of the Series 2015 Bond.

ARTICLE X

TAX MATTERS

Section 10.1 Use of 2015 Project. The 2015 Project will be owned and operated by the Borrower and available for use by members of the general public on a substantially equal basis. The Borrower shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the 2015 Project or the System or security for the payment of the

Series 2015 Bond which might cause the Series 2015 Bond to be considered a “private activity bond” or “private loan bond” within the meaning of Section 141 of the Code.

Section 10.2 General Covenant. The Borrower covenants and agrees with the owners from time to time of the Series 2015 Bond 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 2015 Bond to become includable in gross income for federal income tax purposes under the Code and the Regulations, and covenants to take any and all actions within its powers to ensure that the interest on the Series 2015 Bond will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

Section 10.3 Arbitrage Certification. The Mayor, City Finance Director, and City Clerk, being the officers of the Borrower charged with the responsibility for issuing the Series 2015 Bond pursuant to the Resolution, are authorized and directed to execute and deliver to the DNRC 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 2015 Bond, it is reasonably expected that the proceeds of the Series 2015 Bond will be used in a manner that would not cause the Series 2015 Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code and the Regulations.

Section 10.4 Arbitrage Rebate. The Borrower acknowledges that the Series 2015 Bond is subject to the rebate requirements of Section 148(f) of the Code. The Borrower 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 2015 Bond from gross income for federal income tax purposes, unless the Series 2015 Bond qualifies for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no “gross proceeds” of the Series 2015 Bond (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 City Finance Director is hereby authorized and directed to execute a Rebate Certificate, substantially in the form to be prepared by Bond Counsel, and the Borrower hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

Section 10.5 Information Reporting. The Borrower shall file with the Secretary of the Treasury, not later than August 15, 2015, a statement concerning the Series 2015 Bond containing the information required by Section 149(e) of the Code.

ARTICLE XI

AMENDMENTS

Section 11.1 Authorization. Pursuant to Section 14.4 of the Original Resolution, the Borrower reserved the right to amend the Resolution with the written consent of the DNRC.

Section 11.2 Consent of the DNRC. The DNRC has consented in writing to the amendments of the provisions of the Original Resolution set forth herein.

Section 11.3 Amendments.

(a) Definitions. Section 1.01 of the Original Resolution is hereby amended to amend the following definition, in its entirety, as follows:

“‘Reserve Requirement’ means, as of the date of calculation, an amount equal to one-half the sum of the highest amount of principal of and interest payable on all outstanding Bonds in any future fiscal year (giving effect to mandatory sinking fund redemption, if any).”

(b) Section 2.2(f). Section 2.2(f) of the Original Resolution is hereby amended to read, in its entirety, as follows:

“(f) Financial Information. The Borrower agrees that for each fiscal year it shall furnish to the DNRC and the DEQ, promptly when available:

- (1) the preliminary budget for the System, with items for the Project shown separately; and
- (2) when adopted, the final budget for the System, with items for the Project shown separately.

The Borrower will cause proper and adequate books of record and account to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the System, the monthly gross revenues derived from its operation, and the segregation and application of the gross revenues in accordance with this Resolution, in such reasonable detail as may be determined by the Borrower in accordance with generally accepted governmental accounting practice and principles. It will cause such books to be maintained on the basis of the same fiscal year as that utilized by the Borrower. The Borrower shall, within 270 days after the close of each fiscal year, cause to be prepared and supply to the DNRC a financial report with respect to the System for such fiscal year. The report shall be prepared at the direction of the financial officer of the Borrower in accordance with applicable generally accepted governmental accounting principles and, in addition to whatever matters may be thought proper by the financial officer to be included therein, shall include the following:

- (A) A statement in detail of the income and expenditures of the System for the fiscal year, identifying capital expenditures and separating them from operating expenditures;
- (B) A balance sheet as of the end of the fiscal year;
- (C) The number of premises connected to the System at the end of the fiscal year;

(D) The amount on hand in each account of the Fund at the end of the fiscal year;

(E) A list of the insurance policies and fidelity bonds in force at the end of the fiscal year, setting out as to each the amount thereof, the risks covered thereby, the name of the insurer or surety and the expiration date of the policy or bond; and

(F) A determination that the report shows full compliance by the Borrower with the provisions of this Resolution during the fiscal year covered thereby, including proper segregation of the capital expenditures from operating expenses, maintenance of the required balance in the Revenue Bond Account (as hereinafter defined), and receipt of Net Revenues during each fiscal year at least equal to 110% of the maximum amount of principal and interest payable on outstanding Bonds in any subsequent fiscal year, or, if the report should reveal that the revenues have been insufficient for compliance with this Resolution, or that the methods used in accounting for such revenues were contrary to any provision of this Resolution, the report shall include a full explanation thereof, together with recommendations for such change in rates or accounting practices or in the operation of the System as may be required.

The Borrower shall also have prepared and supplied to the DNRC and the DEQ, within 270 days of the close of every other fiscal year, an audit report prepared by an independent certified public accountant or an agency of the state in accordance with generally accepted governmental accounting principles and practice with respect to the financial statements and records of the System. The audit report shall include an analysis of the Borrower's compliance with the provisions of this Resolution.”

(c) Section 6.7. Section 6.7 of the Original Resolution is hereby amended to read, in its entirety, as follows:

“Section 6.7. Rate Covenant. While any Bonds are outstanding and unpaid, the rates, charges and rentals for all services and facilities furnished and made available by the System to the Borrower and its inhabitants, and to all customers within or without the boundaries of the Borrower, shall be reasonable and just, taking into consideration the cost and value of the System and the cost of maintaining and operating them, and the amounts necessary for the payment of all Bonds and the interest accruing thereon, and the proper and necessary allowances for the depreciation of the System, and no free service shall be provided to any person or corporation. It is covenanted and agreed that the rates, charges and rentals to be charged to all recipients of water services shall be maintained and shall be revised, whenever and as often as may be necessary, according to schedules such that the revenues for each fiscal year will be at least sufficient to pay the current expenses of operation and maintenance as herein defined, to maintain the Operating Reserve herein established, and to produce net revenues during each fiscal year commencing with the fiscal year ending June 30, 2005, not less than 110% of the maximum annual principal and interest payable on any outstanding Bonds in the current or any future fiscal year.

If at the close of any fiscal year the net revenues actually received during such year have been less than required hereby, the Borrower will forthwith prepare a schedule of altered rates, charges and rentals which are just and equitable and sufficient to produce Net Revenues and Surplus Net Revenues in such amount, and will do all things necessary to the end that such schedule will be placed in operation at the earliest possible date.

The establishment of the above ratio of Net Revenues available for the Revenue Bond Account is deemed necessary for the DNRC to make the Loan to the Borrower upon terms most advantageous. The excess of the Net Revenues over the annual principal and interest and reserve requirements of the Series 2005 Bond may be used as authorized in Article XI of this Resolution. The Series 2005 Bond may be prepaid according to its terms on any date, and in the estimation of the governing body of the Borrower any excess, prior to that date, of Net Revenues over principal and interest payments actually due and the balance required to be maintained in the Reserve Account, will be needed to pay or to provide reserves for payment of replacements, renewals and improvement costs, in order to provide adequate service for the present population and the increase thereof reasonably to be expected; and after that date, any excess not required for such purposes in the judgment of the governing body of the Borrower may be used to prepay the Series 2005 Bond and thereby reduce the interest cost thereon to the Borrower and to the persons served by the System.”

(d) Section 10.3. Section 10.3 of the Original Resolution is hereby amended to read, in its entirety, as follows:

“Section 10.3. Other Parity Bonds. The Borrower reserves the right to issue additional Bonds payable from the Revenue Bond Account of the Fund, on a parity as to both principal and interest with the Series 2005 Bond, if the Net Revenues of the System for the last complete fiscal year preceding the date of issuance of such additional Bonds have equaled at least 110% of the maximum amount of principal and interest payable from said Revenue Bond Account in any subsequent fiscal year during the term of the outstanding Bonds, on all Bonds then outstanding and on the additional Bonds proposed to be issued. For the purpose of the foregoing computation, the net revenues for the fiscal year preceding the issuance of additional Bonds shall be those shown by the financial reports caused to be prepared by the Borrower pursuant to Section 2.2(f), except that if the rates and charges for services provided by the System have been changed since the beginning of such preceding fiscal year, then the rates and charges in effect at the time of issuance of the additional Bonds or finally authorized to go into effect within 60 days thereafter shall be applied to the quantities of service actually rendered and made available during such preceding fiscal year to ascertain the gross revenues, from which there shall be deducted to determine the net revenues, the actual operation and maintenance cost plus any additional annual costs of operation and maintenance which the Consultant estimates will be incurred because of the improvement or extension of the System to be constructed from the proceeds of the additional Bonds proposed to be issued. In no event shall any additional Bonds be issued and made payable from the Revenue Bond Account if the Borrower is then in default in any payment of principal or interest on any outstanding Bonds payable therefrom or if there then exists any

deficiency in the balances required by this Resolution to be maintained in any of the accounts of the Fund, which will not be cured or restored upon the issuance of the additional Bonds. In connection with the issuance of a series of additional Bonds, the Borrower shall cause the Reserve in the Revenue Bond Account to be increased, from the proceeds of the additional Bonds or from surplus Net Revenues, to an amount equal to the Reserve Requirement during the term of the outstanding Bonds or so much thereof as will not cause the Borrower to violate the provisions of Section 11.5 hereof.”

ARTICLE XII

CONTINUING DISCLOSURE

The Borrower understands and acknowledges that the DNRC is acquiring the Series 2015 Bond under the Program pursuant to which the State issues from time to time State Bonds to provide funds therefor. The Borrower covenants and agrees that, upon written request of the DNRC from time to time, the Borrower will promptly provide to the DNRC all information that the DNRC reasonably determines to be necessary or appropriate to offer and sell State Bonds or to provide continuing disclosure in respect of State Bonds, whether under Rule 15c2-12 (17 C.F.R. § 240.15c2-12) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, or otherwise. Such information shall include, among other things and if so requested, financial statements of the Borrower 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 (such financial statements to relate to a fiscal year or any period therein for which they are customarily prepared by the Borrower, and, if for a fiscal year and so requested by the DNRC, subject to an audit report and opinion of an accountant or government auditor, as permitted or required by the laws of the State). The Borrower will also provide, with any information so furnished to the DNRC, a certificate of the City Finance Director of the Borrower to the effect that, to the best of their knowledge, such information does not include any untrue statement of a material fact or omit to state any material fact required to be stated therein to make the statements made, in light of the circumstances under which they are made, not misleading.

ARTICLE XIII

MISCELLANEOUS

Section 13.1 Notices. All notices or other communications hereunder shall be sufficiently sent or given and shall be deemed sent or given when delivered or mailed by certified mail, postage prepaid, to the parties at the following addresses:

DNRC: Department of Natural Resources and Conservation
1625 Eleventh Avenue
P. O. Box 201601
Helena, Montana 59620-1601
Attn: Conservation and Resource
Development Division

Trustee: U.S. Bank National Association
c/o Corporate Trust Services
1420 Fifth Avenue, 7th Floor
Seattle, Washington 98101

Borrower: City of Billings
PO Box 1178
Billings, Montana 59103
Attn: City Finance Director

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices or other communications shall be sent.

Section 13.2 Binding Effect. This Supplemental Resolution shall inure to the benefit of and shall be binding upon the DNRC, the Borrower and their respective successors and assigns.

Section 13.3 Severability. If any provision of this Supplemental Resolution shall be determined to be unenforceable at any time, it shall not affect any other provision of the Resolution or the enforceability of that provision at any other time.

Section 13.4 Amendments. This Supplemental Resolution may not be effectively amended without the written consent of the DNRC.

Section 13.5 Applicable Law. This Supplemental Resolution shall be governed by and construed in accordance with the internal laws of the State.

Section 13.6 Captions; References to Sections. The captions in this Supplemental Resolution are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Supplemental Resolution.

Section 13.7 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Supplemental Resolution shall be had against any director, officer or employee, as such, past, present or future, of the DNRC, the DEQ or the Trustee, either directly or through the DNRC, the DEQ or the Trustee, or against any officer, or member of the governing body or employee of the Borrower, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer or member of the governing body or employee of the DNRC, the Trustee or the Borrower is hereby expressly waived and released by the Borrower

and by the DNRC as a condition of and in consideration for the adoption of this Supplemental Resolution and the making of the Loan.

Section 13.8 Payments Due on Holidays. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Supplemental Resolution or the Series 2015 Bond, shall not be Business Day, such payments may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Supplemental Resolution or the Series 2015 Bond.

Section 13.9 Right of Others To Perform Borrower's Covenants. In the event the Borrower shall fail to make any payment or perform any act required to be performed hereunder, then and in each such case the DNRC or the provider of any Collateral Document may (but shall not be obligated to) remedy such default for the account of the Borrower and make advances for that purpose. No such performance or advance shall operate to release the Borrower from any such default and any sums so advanced by the DNRC or the provider of any Collateral Document shall be paid immediately to the party making such advance and shall bear interest at the rate of ten percent (10.00%) per annum from the date of the advance until repaid. The DNRC and the provider of any Collateral Document shall have the right to enter the 2015 Project or the facility or facilities of which the 2015 Project is a part or any other facility which is a part of the System in order to effectuate the purposes of this Section.

Section 13.10 Authentication of Transcript. The officers of the Borrower are hereby authorized and directed to furnish to the DNRC and to Bond Counsel certified copies of all proceedings relating to the issuance of the Series 2015 Bond and such other certificates and affidavits as may be required to show the right, power and authority of the Borrower to issue the Series 2015 Bond, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the Borrower as to the truth of the statements of fact purported to be shown thereby.

Section 13.11 Effective Date. This Supplemental Resolution shall take effect immediately.

Adopted by the City Council of the City of Billings, Montana, on this 13th day of April, 2015.

Mayor

Attest: _____
City Clerk

(SEAL)

APPENDIX A

Description of the 2015 Project

The 2015 Project generally consists of designing, constructing and installing a new concrete water storage reservoir to replace the existing Briarwood Reservoir, related improvements and paying associated costs of issuance.

COSTS	Series 2015 Bond	City Funds	TOTAL
Personnel Costs		\$ 38,000	\$ 38,000
Audit Fees		5,000	5,000
Loan Reserves	\$ 118,575		118,575
Bond Counsel and Related Costs	10,000		10,000
Preliminary Engineering	105,200		105,200
Engineering/Architectural Design	100,000		100,000
Construction Engineering Services	100,000		100,000
Construction	3,043,112		3,043,112
Contingency	223,113	80,732	303,845
TOTAL COSTS	\$3,700,000	\$123,732	\$3,823,732

APPENDIX B

[Form of the Series 2015 Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

WATER SYSTEM REVENUE BOND
(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM)
SERIES 2015

R-1

\$3,700,000.00

FOR VALUE RECEIVED, the City of Billings, Montana (the “Borrower”), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”), or its registered assigns, solely from the Revenue Bond Account of its Water System Fund, the principal sum equal to the sum of the amounts entered on Schedule A attached hereto under “Total Amount Advanced,” with interest on each such amount from the date such amount is advanced hereunder at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond, each at the rate of twenty-five hundredths of one percent (0.25%) per annum. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a “Loan Repayment Date”) commencing July 1, 2015. Principal shall be payable on the dates set forth in Schedule B hereto. Each installment shall be in the amount set forth opposite its due date in Schedule B hereto under “Total Loan Payment.” The portion of each such payment consisting of principal, the portion consisting of interest and the portion consisting of Administrative Expense Surcharge and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B hereto. Upon each disbursement of 2015 Loan amounts to the Borrower pursuant to the Resolution described below, the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under “Advances” and the total amount advanced under the Resolution (as hereinafter defined), including such disbursement, under “Total Amount Advanced.” The DNRC shall prepare Schedule B and revised Schedules B, or cause Schedule B and revised Schedules B to be prepared, as provided in Section 5.1 of the Resolution. Schedule B shall be calculated and recalculated on a level debt service basis assuming an interest rate of two and one-half percent (2.50%) per annum. Past-due payments of principal and interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this

Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Water System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$3,700,000 (the "Series 2015 Bond"). The Series 2015 Bond is issued to finance a portion of the costs of the construction of certain improvements to the water system of the Borrower (the "System"), to fund a deposit to the Reserve Account and to pay costs of issuance of the Series 2015 Bond. The Series 2015 Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Part 44, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution 05-18329, adopted by the City Council on September 12, 2005, as amended and supplemented by Resolution Nos. 09-18852, 09-18869, 10-18964, 12-19209, 12-19228, 14-10351 and _____, adopted July 27, 2009, September 14, 2009, July 12, 2010, September 10, 2012, October 22, 2012, April 14, 2014 and April 13, 2015, respectively (as so amended and supplemented, the "Resolution"). The Series 2015 Bond is issuable only as a single, fully registered bond. The Series 2015 Bond is issued on a parity with the Borrower's outstanding First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2005 (the "Series 2005 Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009B (the "Series 2009B Bond"), First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009C (the "Series 2009C Bond"), First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009D (the "Series 2009D Bond"), First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2010B (the "Series 2010B Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2012 (the "Series 2012 Bond") and Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2014 (the "Series 2014 Bond"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2015 Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Series 2005 Bond, the Series 2009B Bond, the Series 2009C Bond, the Series 2009D Bond, the Series 2010B Bond, the Series 2012 Bond, the Series 2014 Bond and the Series 2015 Bond (collectively, the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2015 Bond.

The Borrower may prepay the principal of the Series 2015 Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment

on the amount of principal prepaid. If the Series 2015 Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The Series 2015 Bond, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this Series 2015 Bond is registered as the absolute owner hereof, whether this Series 2015 Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The Series 2015 Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will forthwith construct and complete the improvements to the System hereinabove described; that it will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Water System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in that Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than the sum of one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to all Bonds payable from that Account; that the Borrower has created a Reserve Account in such fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the Reserve Requirement; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce in each fiscal year Net Revenues in excess of such current expenses, equal to 110% of the maximum amount of principal and interest payable from the Revenue Bond Account in any subsequent fiscal year; that additional Bonds and refunding Bonds may be issued and made payable from the Revenue Bond Account on a parity with the Series 2005 Bond, the Series 2009B Bond, Series 2009C Bond, the Series 2009D Bond, the Series 2010B Bond, the Series 2012 Bond, the Series 2014 Bond, the Series 2015 Bond, and other parity Bonds, upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Series 2005 Bond, the Series 2009B Bond, the Series 2009C Bond, the Series 2009D Bond, the Series 2010B Bond, the Series 2012 Bond, the Series 2014 Bond, the Series 2015 Bond, and additional parity Bonds on such Net Revenues; that all provisions for the security of the holder of this Series 2015 Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2015

Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this Series 2015 Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2015 Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the ____ day of _____, 2015.

Mayor

City Finance Director

(SEAL)

City Clerk

REGISTRATION AND TRANSFER

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

REGISTER

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

<u>Date of Registration</u>	<u>Name and Address of Registered Holder</u>	<u>Signature of City Finance Director</u>
_____, 2015	<u>Department of Natural Resources and Conservation</u> <u>1625 Eleventh Avenue</u> <u>Helena, MT 59620</u>	_____

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

The City Finance Director of the City of Billings, Montana, acting as Bond Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

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

FORM OF ASSIGNMENT

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

By: _____
(Authorized Signature)

For: _____
(Holder)

SCHEDULE B

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

ADDITIONAL REPRESENTATIONS AND COVENANTS

None

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Skyview Ridge Subdivision, 1st Filing: Request to Amend Subdivision Improvements Agreement

PRESENTED BY: Candi Millar, Planning & Community Services Department Director

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

Skyview Ridge Subdivision, 1st Filing is a 15-lot subdivision on approximately 63 acres of land, south of Wicks Lane, west of Governor's Boulevard, and north of Constitution and Kootenai Avenues in the Heights. The property is part of a larger master planned area (288 acres in total) owned by the Montana Department of Natural Resources and Conservation (DNRC), and managed as school trust land. City Council approved the final plat of Skyview Ridge Subdivision, 1st Filing, on February 10, 2014. As DNRC is now preparing to auction off a portion of the subdivision for private development, it has discovered an omission in the phasing language found in the recorded Subdivision Improvements Agreement (SIA) and the associated Declaration of Restrictions on Transfers and Conveyances document (DRTC). DNRC has requested minor changes to the original SIA and DRTC documents in order to ensure the ability to sell a portion of the property. Proposed changes can be found in the attachments to this report.

The City Subdivision Regulations, Section 23-1103, BMCC, describes the procedure for amending recorded SIAs and other supporting plat documents. It indicates that after a request to amend a document is received and reviewed by affected agencies, the Planning Division shall submit a recommendation to the City Council. The City Council may approve the request if it does not significantly alter the original approval and does not conflict with the review criteria set forth in the subdivision regulations.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the request to amend the SIA and DRTC documents for Skyview Ridge Subdivision, 1st Filing; or
- Deny the request to amend the SIA and DRTC documents for Skyview Ridge Subdivision, 1st Filing.

FINANCIAL IMPACT

Approval of the amendments to the SIA and DRTC documents should not have any direct financial impact to the City.

RECOMMENDATION

Planning staff recommends that the City Council approve the request to amend the Subdivision Improvements Agreement and the Declaration of Restrictions on Transfers and Conveyances documents for Skyview Ridge Subdivision, 1st Filing.

APPROVED BY CITY ADMINISTRATOR

Attachments

SIA modification

Declaration of Restrictions on Transfers and Conveyances modification

Final Plat with Phasing (2 pgs)

Return to:
DNRC Southern Land Office
1371 Rimtop Drive
Billings, MT 59105

MODIFICATION OF SUBDIVISION IMPROVEMENTS AGREEMENT SKYVIEW RIDGE SUBDIVISION, FIRST FILING

THIS MODIFICATION of Subdivision Improvements Agreement (this "Modification") is made this ____ day of _____ 2015, by the **STATE OF MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION**, whose address is P.O. Box 201601, 1625 Eleventh Avenue, Helena, MT 59620, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City".

RECITALS

WHEREAS, the plat of Skyview Ridge Subdivision, First Filing (the "Subdivision"), located in the City of Billings, Yellowstone County, Montana, is subject to the terms of that certain Subdivision Improvements Agreement by and between the Subdivider and City recorded February 25, 2014, under Document No. 3698532, in the office of the Yellowstone County Clerk and Recorder (the "Agreement"); and

WHEREAS, pursuant to Section XII.H of the Agreement, the Agreement may be modified in writing and executed in the same manner as the Agreement.

AGREEMENT

The parties hereby agree as follows:

1. Amendment: Section X.A of the Agreement shall be deleted and replaced with the following:

X. TIMING OF IMPROVEMENTS

The Subdivider does not desire to commence development of lots within the subdivision, but does desire to file the approved final plat of Skyview Ridge Subdivision, First Filing, and to sell and convey lots in said subdivision at some future date. In accordance with the foregoing, the Subdivider and the City agree as follows:

A. First Filing Improvements

First Filing improvements shall be constructed utilizing private contracts. There will be multiple phases of development. Each phase shall construct those street and utility improvements adjacent to that particular phase, or any off-site improvements identified within the traffic impact study that are determined to be necessary to support the development of a particular phase. The phases of development for the First Filing are identified below:

Phase I:

Lots 1 through 4, inclusive, Block 1 and Lots 1 through 2, Block 2; Skyview Ridge Subdivision, First Filing in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (6 lots total).

Future Phases:

Lots 5 through 9, inclusive, Block 1, Lot 1, Block 3, Lot 1, Block 4, Lot 1, Block 5, Lot 1, Block 6, Lot 1, Block 7, Lot 1, Block 8, Skyview Ridge Subdivision, First Filing in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (11 lots total).

The parties acknowledge that the Phase I improvements will be constructed to serve the lots identified above through one private contract and that the Future Phases may consist of one or multiple additional Phases, each with its own separate private contract.

The Subdivider agrees not to sell or convey any lots in the subdivision to be served by the First Filing improvements, and the Subdivider further acknowledges that no building permits for any First Filing lot shall be issued until a private

contract has been executed for the construction and installation of the public improvements to serve a particular phase, and to provide necessary access and traffic circulation for the traffic generated by those lots.

Pursuant to the foregoing agreement, the Subdivider shall execute and record a Declaration of Restriction on Transfers and Conveyances for said First Filing (attached hereto) to be recorded concurrently with the recording of this agreement. Said Declaration notifies all third parties that said lots and blocks may not be legally sold, conveyed, or transferred until Exhibit A attached hereto has been recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. No lots shall be released until a certificate substantially in the form of Exhibit B attached hereto has been executed by the Department of Public Works stating that the above conditions have been met, which certificate must accompany any request for a release. By the acceptance and recording of the agreement, the City does hereby authorized the Department of Public Works, Mayor, and City Clerk of the City to review any request for release and to execute such certificates and releases as may be necessary to evidence a release from the restriction against sale, conveyance, and transfer of lots in the subdivision.

2. Ratification: But for the amendment expressly made in this Modification, Subdivider and City hereby ratify and confirm the provisions of this Agreement.

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

“SUBDIVIDER”

STATE OF MONTANA DEPARTMENT OF
NATURAL RESOURCES AND
CONSERVATION

By: _____
John E. Tubbs, Director

STATE OF MONTANA)
 : ss
County of LEWIS & CLARK)

On this _____ day of _____, 2015, before me, a Notary Public in and for the State of Montana, personally appeared JOHN E. TUBBS, known to me to be the DIRECTOR of the STATE OF MONTANA DEPARTMENT OF NATRUAL RESOURCES AND CONSERVATION, who executed the foregoing instrument and who acknowledged to me that he executed the same.

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

“CITY”

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
 : ss
County of YELLOWSTONE)

On this _____ day of _____, 2015, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the MAYOR and CITY CLERK, respectively, of the CITY OF BILLINGS, MONTANA whose names are subscribed to in the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the CITY OF BILLINGS, MONTANA.

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

Approved as to Form:

City Attorney

EXHIBIT – REVISED DECLARATION DOCUMENT

**DECLARATION OF RESTRICTION ON TRANSFERS
AND CONVEYANCES**

SKYVIEW RIDGE SUBDIVISION, FIRST FILING

THIS DECLARATION is made this ____ day of _____ 2015, by the **STATE OF MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION**, whose address is P.O. Box 201601, 1625 Eleventh Avenue, Helena, MT 59620, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of all of the lots in Skyview Ridge Subdivision, First Filing, situated in Section 20, Township 1 North, Range 26 East, P.M.M., Yellowstone County, Montana, hereinafter referred to as the "Subdivision"; and

WHEREAS, the Declarant previously filed a Declaration of Restrictions on Transfers and Conveyances on February 25, 2014 under Document No. 3698533, in the office of the Yellowstone County Clerk and Recorder for Skyview Ridge Subdivision, First Filing and this document is intended to entirely replace the previously recorded Declaration of Restrictions on Transfers and Conveyances; and

WHEREAS, in connection with the filing of the plat for the Subdivision, the Declarant executed that certain Subdivision Improvements Agreement dated the ____ day of _____, 20__ to the City of Billings, which Agreement contains restrictions against the sale, conveyance or transfer of certain lots in the Subdivision until such time as a private contract

has been executed providing for the installation and construction of required public improvements; and

WHEREAS, in order to more fully evidence the restriction against sale, conveyance, or transfer and to give third parties notice of such restrictions, the Declarant desires to execute and record this Declaration of Restrictions.

NOW, THEREFORE, in consideration of these premises, the Declarant, for itself and its successors and assigns, does hereby declare:

1. Except as hereinafter provided, the Declarant does hereby agree and declare that the following described lots shall not be sold, transferred, or conveyed to any third party unless and until a release has been executed and recorded in accordance with the provisions hereinafter appearing:

Phase I:

Lots 1 through 4, inclusive, Block 1 and Lots 1 through 2, Block 2; Skyview Ridge Subdivision, First Filing in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (6 lots total).

Future Phases:

Lots 5 through 9, inclusive, Block 1, Lot 1, Block 3, Lot 1, Block 4, Lot 1, Block 5, Lot 1, Block 6, Lot 1, Block 7, Lot 1, Block 8, Skyview Ridge Subdivision, First Filing in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (11 lots total).

2. It is the express purpose and intent of this Declaration to restrict or preclude sale, transfer, or conveyance of the above-described lots until such time as a private contract has been executed and necessary funding guarantees provided, as the case may be, providing for the construction and installation of those public improvements required under the above-described Subdivision Improvements Agreement which by reference thereto is hereby incorporated herein as though fully set forth at this point. It is anticipated, however, that the Declarant will develop Skyview Ridge Subdivision, First Filing, in distinct phases, upon providing for the installation and construction of the public improvement necessary to serve the particular phase. In that regard a release of some but not all of the above described lots may be executed and recorded from time to time, in accordance with the provisions hereinafter appearing, and upon the recording of said release, the covenants and restrictions contained herein with respect to the

lots described in said release shall be deemed canceled and terminated, and of no further force and effect.

3. Upon compliance with the requirements for a private contract specified above, a release for the lot or lots affected thereby shall be executed and recorded by the City of Billings, pursuant to the provisions contained in the said Subdivision Improvements Agreement. The execution and recording of said release shall be deemed conclusive evidence to all third parties purchasing or acquiring any lot described therein that the restriction against sale, conveyance, or transfer of said lot has been removed.
4. UNTIL SUCH RELEASE IS EXECUTED AND RECORDED, THIS DECLARATION SHALL SERVE AS NOTICE TO ALL THIRD PARTIES PURCHASING OR ACQUIRING ANY OF THE ABOVE-DESCRIBED LOTS OF THE EXPRESS RESTRICTIONS AGAINST ANY SUCH SALE, CONVEYANCE OR TRANSFER, AND OF THE TERMS AND CONDITIONS OF THE SAID SUBDIVISION IMPROVEMENTS AGREEMENT, AND SHALL FURTHER SERVE AS NOTICE THAT THE CITY OF BILLINGS MAY ENFORCE ANY AND ALL LEGAL RIGHTS AND REMEDIES SPECIFIED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT SHOULD THE TERMS OF THIS DECLARATION BE VIOLATED.
5. The terms, conditions, and restrictions contained in this Declaration shall not preclude or restrict the ability of the Declarant to (a) sell, convey, and transfer all of the above-described lots, all of the lots in one phase, or those lots remaining subject to the terms of this Declaration, as one unit or group, to a third party, parties or entities; provided, however, that such sale shall be subject to this Declaration and the lots shall continue to be subject to the restrictions herein provided against the sale, transfer and conveyance until a release has been executed and recorded; or (b) enter into sale and purchase agreements for individual lots; provided, however, that the deeds or other conveyance documents shall not be delivered to the prospective buyer nor shall the closing under any such sale and purchase agreements occur until such time as a release covering the affected lot has been executed and recorded.
6. The terms and conditions of this Declaration shall run with the land and shall be binding upon and shall inure to the benefit of the Declarant, the City of Billings, and their successors and assigns.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

STATE OF MONTANA DEPARTMENT OF NATURAL RESOURCES AND
CONSERVATION

By: _____
John E. Tubbs, Director

STATE OF MONTANA)
 : ss.
County of LEWIS & CLARK)

On this _____ day of _____, 2015, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the same.

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

Return to:
DNRC Southern Land Office
1371 Rimtop Drive
Billings, MT 59105

**DECLARATION OF RESTRICTION ON TRANSFERS
AND CONVEYANCES**

SKYVIEW RIDGE SUBDIVISION, FIRST FILING

THIS DECLARATION is made this ____ day of _____, 2015, by the **STATE OF MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION**, whose address is P.O. Box 201601, 1625 Eleventh Avenue, Helena, MT 59620, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of all of the lots in Skyview Ridge Subdivision, First Filing, situated in Section 20, Township 1 North, Range 26 East, P.M.M., Yellowstone County, Montana, hereinafter referred to as the "Subdivision"; and

WHEREAS, the Declarant previously filed a Declaration of Restrictions on Transfers and Conveyances on February 25, 2014 under Document No. 3698533, in the office of the Yellowstone County Clerk and Recorder for Skyview Ridge Subdivision, First Filing and this document is intended to entirely replace the previously recorded Declaration of Restrictions on Transfers and Conveyances; and

WHEREAS, in connection with the filing of the plat for the Subdivision, the Declarant executed that certain Subdivision Improvements Agreement dated the ____ day of _____, 20__ to the City of Billings, which Agreement contains restrictions against the sale, conveyance or transfer of certain lots in the Subdivision until such time as a private contract

has been executed providing for the installation and construction of required public improvements; and

WHEREAS, in order to more fully evidence the restriction against sale, conveyance, or transfer and to give third parties notice of such restrictions, the Declarant desires to execute and record this Declaration of Restrictions.

NOW, THEREFORE, in consideration of these premises, the Declarant, for itself and its successors and assigns, does hereby declare:

1. Except as hereinafter provided, the Declarant does hereby agree and declare that the following described lots shall not be sold, transferred, or conveyed to any third party unless and until a release has been executed and recorded in accordance with the provisions hereinafter appearing:

Phase I:

Lots 1 through 4, inclusive, Block 1 and Lots 1 through 2, Block 2; Skyview Ridge Subdivision, First Filing in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (6 lots total).

Future Phases:

Lots 5 through 9, inclusive, Block 1, Lot 1, Block 3, Lot 1, Block 4, Lot 1, Block 5, Lot 1, Block 6, Lot 1, Block 7, Lot 1, Block 8, Skyview Ridge Subdivision, First Filing in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (11 lots total).

2. It is the express purpose and intent of this Declaration to restrict or preclude sale, transfer, or conveyance of the above-described lots until such time as a private contract has been executed and necessary funding guarantees provided, as the case may be, providing for the construction and installation of those public improvements required under the above-described Subdivision Improvements Agreement which by reference thereto is hereby incorporated herein as though fully set forth at this point. It is anticipated, however, that the Declarant will develop Skyview Ridge Subdivision, First Filing, in distinct phases, upon providing for the installation and construction of the public improvement necessary to serve the particular phase. In that regard a release of some but not all of the above described lots may be executed and recorded from time to time, in accordance with the provisions hereinafter appearing, and upon the recording of said release, the covenants and restrictions contained herein with respect to the

lots described in said release shall be deemed canceled and terminated, and of no further force and effect.

3. Upon compliance with the requirements for a private contract specified above, a release for the lot or lots affected thereby shall be executed and recorded by the City of Billings, pursuant to the provisions contained in the said Subdivision Improvements Agreement. The execution and recording of said release shall be deemed conclusive evidence to all third parties purchasing or acquiring any lot described therein that the restriction against sale, conveyance, or transfer of said lot has been removed.
4. UNTIL SUCH RELEASE IS EXECUTED AND RECORDED, THIS DECLARATION SHALL SERVE AS NOTICE TO ALL THIRD PARTIES PURCHASING OR ACQUIRING ANY OF THE ABOVE-DESCRIBED LOTS OF THE EXPRESS RESTRICTIONS AGAINST ANY SUCH SALE, CONVEYANCE OR TRANSFER, AND OF THE TERMS AND CONDITIONS OF THE SAID SUBDIVISION IMPROVEMENTS AGREEMENT, AND SHALL FURTHER SERVE AS NOTICE THAT THE CITY OF BILLINGS MAY ENFORCE ANY AND ALL LEGAL RIGHTS AND REMEDIES SPECIFIED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT SHOULD THE TERMS OF THIS DECLARATION BE VIOLATED.
5. The terms, conditions, and restrictions contained in this Declaration shall not preclude or restrict the ability of the Declarant to (a) sell, convey, and transfer all of the above-described lots, all of the lots in one phase, or those lots remaining subject to the terms of this Declaration, as one unit or group, to a third party, parties or entities; provided, however, that such sale shall be subject to this Declaration and the lots shall continue to be subject to the restrictions herein provided against the sale, transfer and conveyance until a release has been executed and recorded; or (b) enter into sale and purchase agreements for individual lots; provided, however, that the deeds or other conveyance documents shall not be delivered to the prospective buyer nor shall the closing under any such sale and purchase agreements occur until such time as a release covering the affected lot has been executed and recorded.
6. The terms and conditions of this Declaration shall run with the land and shall be binding upon and shall inure to the benefit of the Declarant, the City of Billings, and their successors and assigns.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

STATE OF MONTANA DEPARTMENT OF NATURAL RESOURCES AND
CONSERVATION

By: _____
John E. Tubbs, Director

STATE OF MONTANA)
 : ss.
County of LEWIS & CLARK)

On this _____ day of _____, 2015, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the same.

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

PLAT OF
SKYVIEW RIDGE SUBDIVISION, FIRST FILING

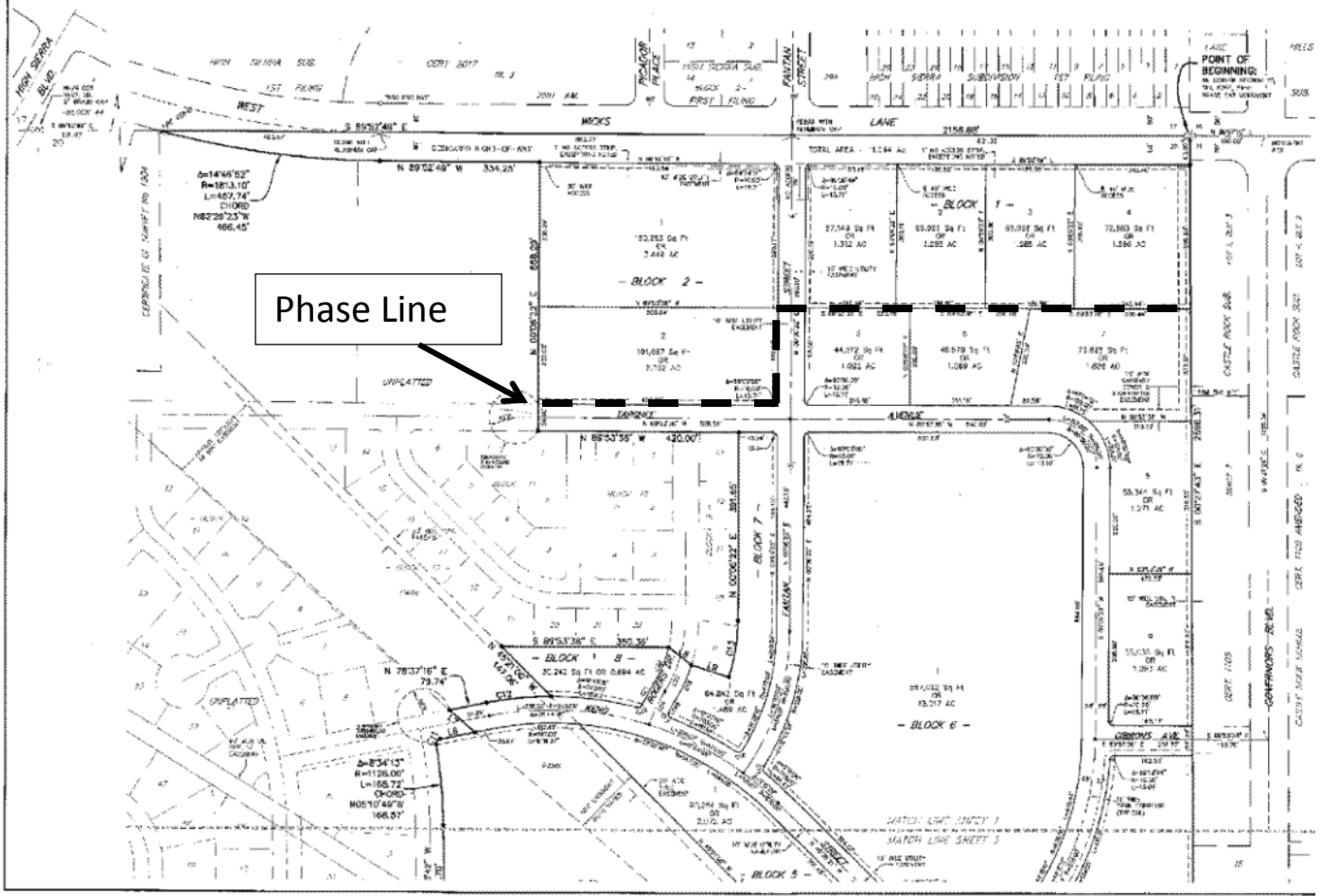
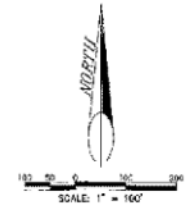
SITUATED IN THE NE1/4 OF SECTION 20, T. 1 N., R. 26 E., P.M.M.
 IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : MONTANA DEPARTMENT OF NATURAL RESOURCES & CONSERVATION

JULY 2013

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



Phase Line

PLAT PREPARED BY SANDERSON STEWART, REGISTERED PROFESSIONAL SURVEYOR, LICENSE NO. 10001, BILLINGS, MONTANA.

PLAT OF SKYVIEW RIDGE SUBDIVISION, FIRST FILING

SITUATED IN THE NE1/4 OF SECTION 20, T. 1 N., R. 26 E., P.M.M.
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : MONTANA DEPARTMENT OF NATURAL RESOURCES & CONSERVATION

JULY 2013

PREPARED BY : SANDERSONSTEWART

BILLINGS, MONTANA



THE BASIS OF BEING
ON A LAND SURVEY
OF PLANNED AND
SCALE FACTOR OF 1.00
ENTRIES ARE THE
BY DRAWING AND

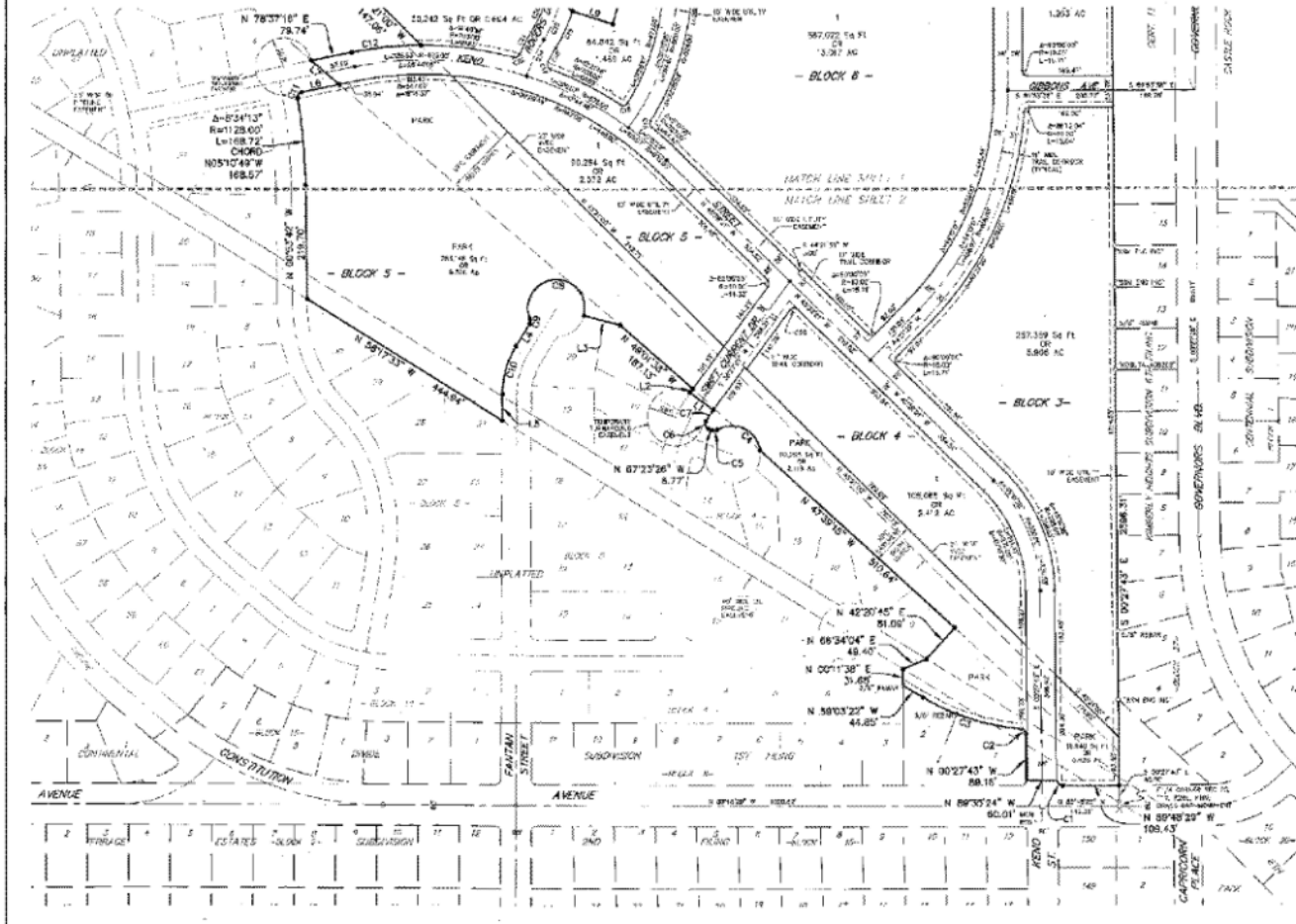
- FOUND SURVEY
- ✕ SET 5/8" X LICENSE NUM AND "SANDS
- SET INTERSE MARKED WITH LAND SURVE WILL BE REP COMPLETION

NOTE: THIS IS AN WHICH WILL BE DI UPON THE COMPL

OUT:

LINE	TYPE	DESCRIPTION
1	1	W. 1/2 SEC. 20
2	1	N. 1/2 SEC. 20
3	1	E. 1/2 SEC. 20
4	1	S. 1/2 SEC. 20
5	1	W. 1/2 SEC. 20
6	1	N. 1/2 SEC. 20
7	1	E. 1/2 SEC. 20
8	1	S. 1/2 SEC. 20
9	1	W. 1/2 SEC. 20
10	1	N. 1/2 SEC. 20
11	1	E. 1/2 SEC. 20
12	1	S. 1/2 SEC. 20
13	1	W. 1/2 SEC. 20
14	1	N. 1/2 SEC. 20
15	1	E. 1/2 SEC. 20
16	1	S. 1/2 SEC. 20
17	1	W. 1/2 SEC. 20
18	1	N. 1/2 SEC. 20
19	1	E. 1/2 SEC. 20
20	1	S. 1/2 SEC. 20
21	1	W. 1/2 SEC. 20
22	1	N. 1/2 SEC. 20
23	1	E. 1/2 SEC. 20
24	1	S. 1/2 SEC. 20
25	1	W. 1/2 SEC. 20
26	1	N. 1/2 SEC. 20
27	1	E. 1/2 SEC. 20
28	1	S. 1/2 SEC. 20
29	1	W. 1/2 SEC. 20
30	1	N. 1/2 SEC. 20
31	1	E. 1/2 SEC. 20
32	1	S. 1/2 SEC. 20
33	1	W. 1/2 SEC. 20
34	1	N. 1/2 SEC. 20
35	1	E. 1/2 SEC. 20
36	1	S. 1/2 SEC. 20
37	1	W. 1/2 SEC. 20
38	1	N. 1/2 SEC. 20
39	1	E. 1/2 SEC. 20
40	1	S. 1/2 SEC. 20
41	1	W. 1/2 SEC. 20
42	1	N. 1/2 SEC. 20
43	1	E. 1/2 SEC. 20
44	1	S. 1/2 SEC. 20
45	1	W. 1/2 SEC. 20
46	1	N. 1/2 SEC. 20
47	1	E. 1/2 SEC. 20
48	1	S. 1/2 SEC. 20
49	1	W. 1/2 SEC. 20
50	1	N. 1/2 SEC. 20
51	1	E. 1/2 SEC. 20
52	1	S. 1/2 SEC. 20
53	1	W. 1/2 SEC. 20
54	1	N. 1/2 SEC. 20
55	1	E. 1/2 SEC. 20
56	1	S. 1/2 SEC. 20
57	1	W. 1/2 SEC. 20
58	1	N. 1/2 SEC. 20
59	1	E. 1/2 SEC. 20
60	1	S. 1/2 SEC. 20
61	1	W. 1/2 SEC. 20
62	1	N. 1/2 SEC. 20
63	1	E. 1/2 SEC. 20
64	1	S. 1/2 SEC. 20
65	1	W. 1/2 SEC. 20
66	1	N. 1/2 SEC. 20
67	1	E. 1/2 SEC. 20
68	1	S. 1/2 SEC. 20
69	1	W. 1/2 SEC. 20
70	1	N. 1/2 SEC. 20
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90	1	N. 1/2 SEC. 20
91	1	E. 1/2 SEC. 20
92	1	S. 1/2 SEC. 20
93	1	W. 1/2 SEC. 20
94	1	N. 1/2 SEC. 20
95	1	E. 1/2 SEC. 20
96	1	S. 1/2 SEC. 20
97	1	W. 1/2 SEC. 20
98	1	N. 1/2 SEC. 20
99	1	E. 1/2 SEC. 20
100	1	S. 1/2 SEC. 20

FLA
ORD
LOT
PAR
BCK



Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Final Plan of Lee Manufactured Home Park Subdivision

PRESENTED BY: Candi Millar, Planning & Community Services Department
Director

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

The final plan for the Lee Manufactured Home Park Subdivision is being presented to Council for approval. On February 23, 2015, the City Council conditionally approved the preliminary plan of this 3-unit manufactured home park. The 18,800 square foot subject property is generally located on the south side of Sharron Lane, between Lake Elmo Drive and Main Street in the Billings Heights. The property was formerly used for a single mobile home site. The land is zoned Residential Manufactured Home (RMH) which allows one manufactured home per 6,000 square feet of lot area. The owners are Han B. Lee and John Johnson, and the representing agent is Blueline Engineering. 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 plan of Lee Manufactured Home Park. If the Council chooses to deny the final plan it must base the denial on the criteria outlined in MCA 76-3-611 and BMCC Section 23-307.

FINANCIAL IMPACT

Should the City Council approve the final plan, the newly created sites may be developed with manufactured homes, which will increase tax revenues for the City.

RECOMMENDATION

Staff recommends that the City Council approve the final plan of the Lee Manufactured Home Park.

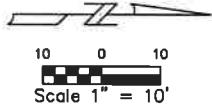
APPROVED BY CITY ADMINISTRATOR

Attachments

final site plan

PLAN OF LEE MANUFACTURED HOME PARK SUBDIVISION,

Being The E 1/2 of Lot 6, Block 2, Superior Homes Subdivision
Sited in the SE1/4 of Section 15, T1N, R26E, PMM.
City of Billings, Yellowstone County, Montana

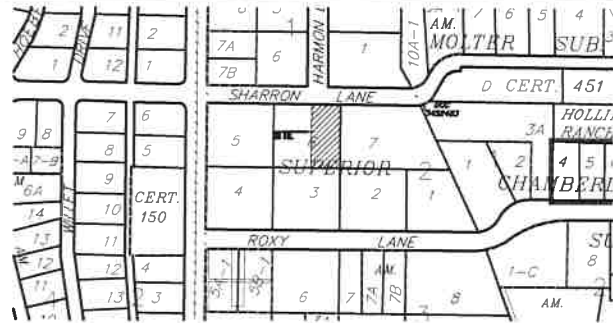


PREPARED FOR: HAN B LEE

ENGINEER: BLUELINE ENGINEERING LLC
MARCH, 2015
BILLINGS, MONTANA

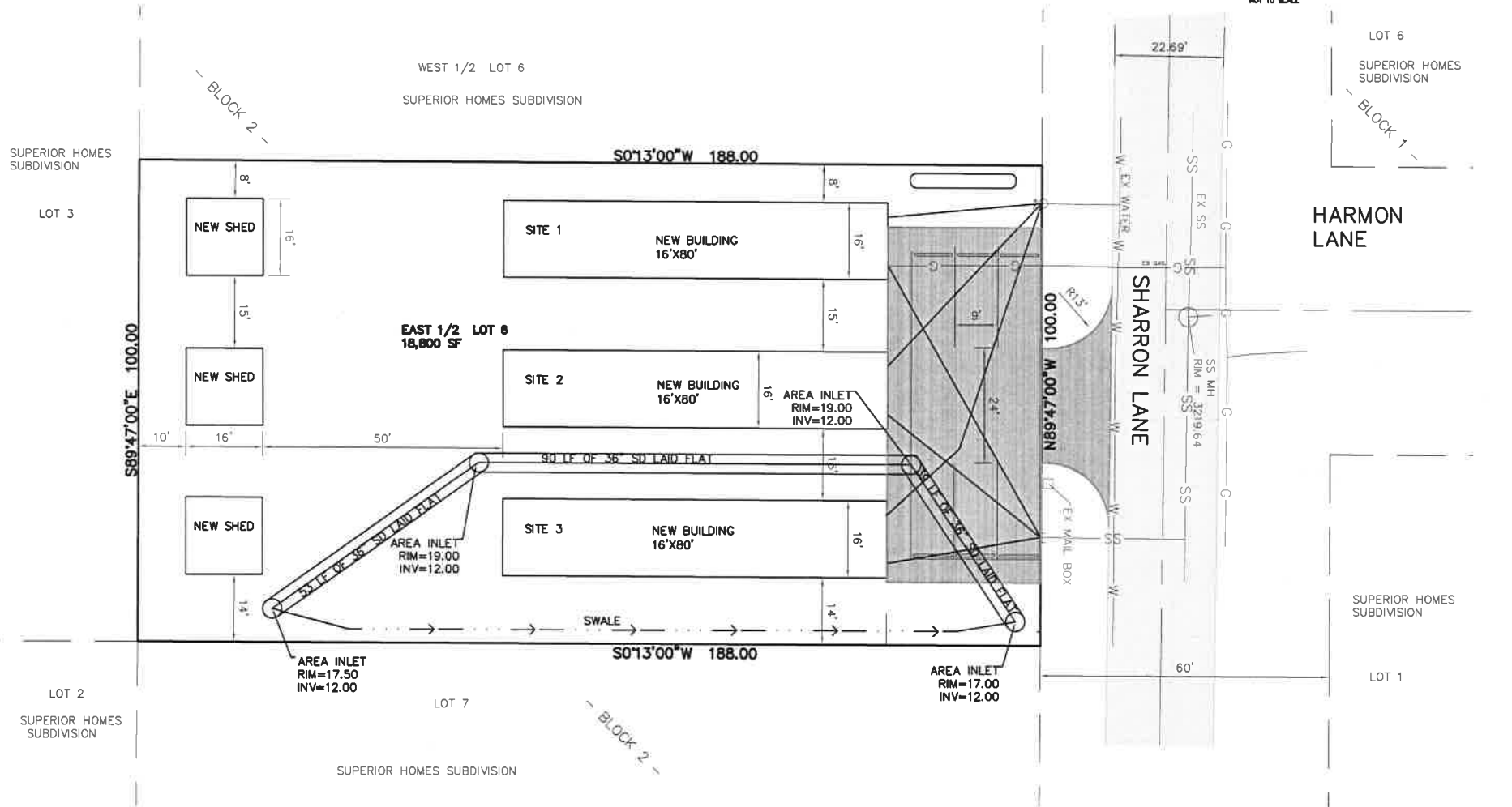
MANUFACTURED HOME SITE DETAILS:

GROSS AREA	0.431 ACRES
NET AREA	0.431 ACRES
ROAD AREA	0.00 ACRES
NUMBER OF HOME SITES	3



VICINITY MAP
NOT TO SCALE

BASIS OF BEARING: SUPERIOR HOMES SUBDIVISION

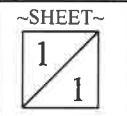


2110 OVERLAND AVE
SUITE 109
BILLINGS, MT 59102
PHONE (406) 252-294
FAX (406) 254-2295

REVISIONS	
NO.	DATE
1	1/28/15
2	3/9/15
3	3/23/15

JOB: 14083
DATE: 1/28/15
DRAWN BY: CAO
CHECKED BY: MJP
SCALE: 1"=10'
DRAWING: SITE/PLDNG

E 1/2 LOT 6, BLOCK 2, SUPERIOR HOMES
SUBDIVISION
PLAN



Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Payment of Claims March 9, 2015

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$728,573.02 have been audited and are presented for City Council payment approval. A complete listing of the claims dated March 9, 2015, 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

council memo 03-09-2015

Check Date	Check	Name	Amount	Account	Item Desc
03/09/2015	782605	A & E Architects, PC	\$4,540.50	5030-74910-409390	WO 12-42 WTP Laboratory Renovation;
03/09/2015	782610	Alpine Technology Corporation	\$6,574.92	5410-31220-403660	rams
03/09/2015	782616	Associated Employers Of Montana	\$522.50	5120-84000-403590	Inv. 15-76685 Waste Water
03/09/2015	782616	Associated Employers Of Montana	\$50.00	6300-17530-403820	Inv. #15-76815 Webinar - Affirmative Action &
03/09/2015	782616	Associated Employers Of Montana	\$419.00	0100-11000-403824	Inv. #15-76942 Respect & Diversity Training for
03/09/2015	782616	Associated Employers Of Montana	\$1,778.75	5410-31230-403590	Inv. #15-77131 Solid Waste
03/09/2015	782616	Associated Employers Of Montana	\$1,660.00	5410-31230-403590	Inv. #15-77132 Solid Waste
03/09/2015	782618	Barnes and Thornburg LLP	\$8,000.00	3120-15300-405510	GO Refunding Bonds, Series 2015 - legal services
03/09/2015	782620	Big Sky King Properties LLC	\$70,838.63	1990-15050-407968	TIF Assistance
03/09/2015	782624	Billings Gazette	\$12,611.55	0100-16110-403560	Lawsuit Settlement in City v. Billings Gazette re
03/09/2015	782628	Brown And Caldwell	\$14,746.39	5030-75910-409340	WO 08-25 ZONE 3 RESERVOIR
03/09/2015	782631	Chemguard Inc	\$5,387.00	5610-71150-402290	265 gallons 3% AFFF Mil Spec Fire Fighting Foam
03/09/2015	782645	Dixie Petro-Chem	\$1,376.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
03/09/2015	782645	Dixie Petro-Chem	\$1,376.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
03/09/2015	782647	Dorsey & Whitney Llp	\$25,000.00	3120-15300-405510	2001628 - General Obligation Refunding Bonds,
03/09/2015	782650	Ebms	\$1,725.00	6270-17520-403511	March 2015 Fee Breakdown
03/09/2015	782650	Ebms	\$23,635.00	6270-17520-403512	March 2015 Fee Breakdown
03/09/2015	782650	Ebms	\$45,079.07	6270-17520-403515	March 2015 Fee Breakdown
03/09/2015	782650	Ebms	\$696.50	6270-17520-403517	March 2015 Fee Breakdown
03/09/2015	782650	Ebms	\$3,300.50	6270-17520-405161	March 2015 Fee Breakdown
03/09/2015	782652	Elreg Distributors LTD	\$4,785.00	6010-00000-141714	98079 PO NUM 297387
03/09/2015	782652	Elreg Distributors LTD	\$45.84	5710-71440-402320	98079
03/09/2015	782652	Elreg Distributors LTD	\$91.68	5710-71440-402320	98240
03/09/2015	782652	Elreg Distributors LTD	\$13.74	5710-71440-402320	98240
03/09/2015	782654	Energy Laboratories Inc	\$2,885.00	5020-74000-403590	Work Order B15020974
03/09/2015	782662	First Montana Title Co	\$10,000.00	2830-65810-407277	FTHB Colton Qualman 543 Yellowstone Avenue
03/09/2015	782665	Gillig Corporation	\$4,569.72	6010-00000-141714	40080724 PO NUM 297381
03/09/2015	782665	Gillig Corporation	\$4,066.08	6010-00000-141714	40083437 PO NUM 297386
03/09/2015	782665	Gillig Corporation	\$1,738.68	6010-00000-141714	40084123 PO NUM 297386
03/09/2015	782665	Gillig Corporation	\$2,051.92	6010-00000-141714	40084124 PO NUM 297386
03/09/2015	782665	Gillig Corporation	\$1,472.44	6010-00000-141714	40084949 PO NUM 297386
03/09/2015	782665	Gillig Corporation	\$730.96	6010-00000-141714	40085367 PO NUM 297386
03/09/2015	782665	Gillig Corporation	\$1,168.00	6010-00000-141714	40086320 PO NUM 297386
03/09/2015	782665	Gillig Corporation	\$301.41	6010-00000-141714	40087609 PO NUM 297386
03/09/2015	782665	Gillig Corporation	\$133.00	5710-71440-402320	40083436
03/09/2015	782665	Gillig Corporation	\$43.50	5710-71440-402320	40083437
03/09/2015	782665	Gillig Corporation	\$68.82	5710-71440-402320	40083437
03/09/2015	782665	Gillig Corporation	\$93.60	5710-71440-402320	40084124
03/09/2015	782665	Gillig Corporation	\$168.51	5710-71440-402320	40086726
03/09/2015	782665	Gillig Corporation	\$5.64	5710-71440-402320	40087609
03/09/2015	782665	Gillig Corporation	\$206.46	5710-71440-402320	40088468
03/09/2015	782665	Gillig Corporation	\$5.64	5710-71440-402320	40088469
03/09/2015	782665	Gillig Corporation	\$133.00	5710-71440-402320	40081997
03/09/2015	782668	Guardian Security Inc	\$7,222.99	2600-55120-403574	Invoice 996340
03/09/2015	782670	HDR, Inc.	\$25,864.85	5030-74910-409390	WO 15-10 WTP Chemical Building/Disinfection
03/09/2015	782672	HNI Corporation	\$408.89	0100-51210-402190	Front desk office remodel. Approved \$9,800 by FY
03/09/2015	782672	HNI Corporation	\$9,800.00	0100-51210-409250	Front desk office remodel. Approved \$9,800 by FY
03/09/2015	782675	Iaff	\$4,556.52	9000-00000-209920	Payroll Summary
03/09/2015	782677	Interstate Power Systems, Inc.	\$19.50	5710-71440-402320	AUTO &TRUCK MAINT.ITEMS
03/09/2015	782677	Interstate Power Systems, Inc.	\$26,996.57	5710-71440-403690	AUTO &TRUCK MAINT.ITEMS
03/09/2015	782682	Kadrmias Lee & Jackson	\$42,476.12	5030-74910-409390	WO 14-09 Briarwood Reservoir Expansion;
03/09/2015	782684	Kiner	\$7,903.27	2030-15130-407968	Limber Tree Yoga II - tax increment assistance
03/09/2015	782685	Knife River (JTL Group Inc.)	\$6,330.14	2110-31320-404520	salt/sand mixture
03/09/2015	782685	Knife River (JTL Group Inc.)	\$5,845.75	2110-31320-404520	salt/sand mixture
03/09/2015	782687	Labor Ready Northwest, Inc.	\$3,954.28	5410-31230-403581	contract labor at landfill
03/09/2015	782689	Lenovo (United States) Inc	\$2,818.00	5710-71410-402925	IBM System x3500 M4 Quote 151506392-1500415
03/09/2015	782689	Lenovo (United States) Inc	\$500.00	5710-71470-402925	IBM System x3500 M4 Quote 151506392-1500415
03/09/2015	782699	Montana CSED	\$4,760.29	9000-00000-209926	Payroll Summary
03/09/2015	782700	Montana Dakota Utilities Co	\$223.57	5020-74000-403440	0104901000 0
03/09/2015	782700	Montana Dakota Utilities Co	\$361.37	0100-51410-403440	0378901000 0
03/09/2015	782700	Montana Dakota Utilities Co	\$34.21	5020-74000-403440	1104901000 9
03/09/2015	782700	Montana Dakota Utilities Co	\$295.62	5020-74000-403440	2104901000 8
03/09/2015	782700	Montana Dakota Utilities Co	\$1,259.81	5020-73140-403440	3104901000 7
03/09/2015	782700	Montana Dakota Utilities Co	\$419.94	5120-83140-403440	3104901000 7
03/09/2015	782700	Montana Dakota Utilities Co	\$871.90	5020-73140-403440	4104901000 6
03/09/2015	782700	Montana Dakota Utilities Co	\$290.64	5120-83140-403440	4104901000 6
03/09/2015	782700	Montana Dakota Utilities Co	\$3,382.22	5020-74000-403440	5004901000 7
03/09/2015	782700	Montana Dakota Utilities Co	\$1,074.22	5020-74000-403440	9004901000 3
03/09/2015	782700	Montana Dakota Utilities Co	\$648.91	5410-31230-403440	7703901000 2
03/09/2015	782700	Montana Dakota Utilities Co	\$88.36	5020-74000-403440	5104901000 5
03/09/2015	782700	Montana Dakota Utilities Co	\$41.05	5020-74000-403440	5270331000 4
03/09/2015	782700	Montana Dakota Utilities Co	\$53.41	5020-74000-403440	5669231000 8
03/09/2015	782700	Montana Dakota Utilities Co	\$24.20	5020-74000-403440	6004901000 6
03/09/2015	782700	Montana Dakota Utilities Co	\$24.20	5020-74000-403440	6004901000 6
03/09/2015	782700	Montana Dakota Utilities Co	\$29.89	5020-74000-403440	6104901000 4

Check Date	Check	Name	Amount	Account	Item Desc
03/09/2015	782700	Montana Dakota Utilities Co	\$74.08	5020-74000-403440	6669231000 7
03/09/2015	782700	Montana Dakota Utilities Co	\$383.95	5020-74000-403440	7004901000 5
03/09/2015	782700	Montana Dakota Utilities Co	\$24.20	5020-74000-403440	8004901000 4
03/09/2015	782700	Montana Dakota Utilities Co	\$30.80	5120-85000-403440	8685631000 7
03/09/2015	782700	Montana Dakota Utilities Co	\$115.75	0100-51410-403440	9278901000 3
03/09/2015	782700	Montana Dakota Utilities Co	\$106.46	0100-51120-403440	3711011000 6
03/09/2015	782700	Montana Dakota Utilities Co	\$14.15	5120-85000-403440	5592501000 5
03/09/2015	782700	Montana Dakota Utilities Co	\$434.82	5020-74000-403440	8251501000 5
03/09/2015	782700	Montana Dakota Utilities Co	\$83.07	5020-74000-403440	8320011000 1
03/09/2015	782703	Montana Municipal Interlocal Authority	\$47,364.31	6300-17530-407311	Deductible Recovery Invoice 3/3/2015 #215002
03/09/2015	782705	Montana State Fireman's Assoc	\$3,373.52	9000-00000-209924	Payroll Summary
03/09/2015	782706	Moody's Investors Service	\$13,000.00	3120-15300-406300	GO Refunding Bonds, Series 2015
03/09/2015	782711	Napa Auto Parts	\$44.28	6010-00000-141000	596696 PO NUM 297394
03/09/2015	782711	Napa Auto Parts	\$6.76	6010-00000-141000	596978 PO NUM 297394
03/09/2015	782711	Napa Auto Parts	\$608.24	6010-00000-141714	596805 PO NUM 297395
03/09/2015	782711	Napa Auto Parts	\$814.80	6010-00000-141714	597510 PO NUM 297395
03/09/2015	782711	Napa Auto Parts	\$52.00	6010-00000-141714	598979 PO NUM 297395
03/09/2015	782711	Napa Auto Parts	-\$8.32	6010-00000-141714	598983 PO NUM 297395
03/09/2015	782711	Napa Auto Parts	\$297.13	6010-00000-141714	600819 PO NUM 297395
03/09/2015	782711	Napa Auto Parts	\$15.71	1500-22260-402320	596077
03/09/2015	782711	Napa Auto Parts	\$34.25	1500-21120-402320	596096
03/09/2015	782711	Napa Auto Parts	\$7.87	1500-22260-402320	596276
03/09/2015	782711	Napa Auto Parts	\$9.86	1500-22260-402320	596276
03/09/2015	782711	Napa Auto Parts	\$7.87	1500-22260-402320	596278
03/09/2015	782711	Napa Auto Parts	\$18.02	2110-31320-402320	596487
03/09/2015	782711	Napa Auto Parts	\$15.62	0100-51120-402320	596602
03/09/2015	782711	Napa Auto Parts	\$146.84	1500-21120-402320	596831
03/09/2015	782711	Napa Auto Parts	\$34.38	1500-21120-402320	596894
03/09/2015	782711	Napa Auto Parts	\$26.70	2110-31320-402320	597101
03/09/2015	782711	Napa Auto Parts	\$48.96	0100-51120-402320	597162
03/09/2015	782711	Napa Auto Parts	\$9.61	0100-51120-402320	597187
03/09/2015	782711	Napa Auto Parts	\$8.60	5210-15220-402320	597397
03/09/2015	782711	Napa Auto Parts	\$26.56	5410-31220-402320	597613
03/09/2015	782711	Napa Auto Parts	\$420.45	5710-71440-402320	596805
03/09/2015	782711	Napa Auto Parts	\$58.20	5710-71440-402320	596805
03/09/2015	782711	Napa Auto Parts	\$22.56	5710-71470-402320	596805
03/09/2015	782711	Napa Auto Parts	\$162.48	5710-71470-402320	596805
03/09/2015	782711	Napa Auto Parts	\$155.28	6010-00000-141714	593062 PO NUM 297384
03/09/2015	782711	Napa Auto Parts	\$38.00	6010-00000-141714	595267 PO NUM 297384
03/09/2015	782711	Napa Auto Parts	\$148.68	6010-00000-141714	595639 PO NUM 297384
03/09/2015	782711	Napa Auto Parts	-\$1,208.96	6010-00000-141714	595951 PO NUM 297384
03/09/2015	782711	Napa Auto Parts	\$17.00	6010-00000-141000	593540 PO NUM 297385
03/09/2015	782711	Napa Auto Parts	\$15.42	6010-00000-141000	594359 PO NUM 297385
03/09/2015	782711	Napa Auto Parts	\$66.89	6010-00000-141000	594433 PO NUM 297385
03/09/2015	782711	Napa Auto Parts	\$58.00	6010-00000-141000	594922 PO NUM 297385
03/09/2015	782711	Napa Auto Parts	\$45.10	6010-00000-141000	595011 PO NUM 297385
03/09/2015	782711	Napa Auto Parts	\$5.04	6010-00000-141000	595229 PO NUM 297385
03/09/2015	782711	Napa Auto Parts	\$13.72	5710-71440-402320	AUTO &TRUCK MAINT.ITEMS
03/09/2015	782711	Napa Auto Parts	\$241.59	5710-71440-402320	593062
03/09/2015	782711	Napa Auto Parts	\$109.24	5710-71470-402320	593062
03/09/2015	782711	Napa Auto Parts	\$19.96	5710-71440-402320	595545
03/09/2015	782711	Napa Auto Parts	\$5.11	5710-71440-402320	595655
03/09/2015	782711	Napa Auto Parts	\$21.25	1500-21120-402320	592880
03/09/2015	782711	Napa Auto Parts	\$17.00	1500-21120-402320	592880
03/09/2015	782711	Napa Auto Parts	\$4.87	1500-22260-402320	593353
03/09/2015	782711	Napa Auto Parts	\$15.14	5410-31220-402320	593660
03/09/2015	782711	Napa Auto Parts	\$20.17	2090-44520-402320	593712
03/09/2015	782711	Napa Auto Parts	\$75.27	1500-21120-402320	593824
03/09/2015	782711	Napa Auto Parts	\$21.05	2090-44520-402320	594270
03/09/2015	782711	Napa Auto Parts	\$67.99	1500-22260-402320	594333
03/09/2015	782711	Napa Auto Parts	\$11.75	1500-22260-402320	594435
03/09/2015	782711	Napa Auto Parts	\$3.65	2090-44520-402320	594436
03/09/2015	782711	Napa Auto Parts	\$34.38	1500-21120-402320	594713
03/09/2015	782711	Napa Auto Parts	\$17.79	6700-31410-402320	594713
03/09/2015	782711	Napa Auto Parts	\$6.63	1500-21120-402320	594796
03/09/2015	782711	Napa Auto Parts	\$55.74	1500-21120-402320	594796
03/09/2015	782711	Napa Auto Parts	\$66.43	2090-44520-402320	594806
03/09/2015	782711	Napa Auto Parts	\$14.22	5120-85000-402320	595240
03/09/2015	782711	Napa Auto Parts	\$52.69	5410-31220-402320	593727
03/09/2015	782713	New World Systems	\$1,127.73	1500-21500-402140	New World Travel Expenses 040652 Brian Edney
03/09/2015	782713	New World Systems	\$1,127.72	6200-19110-405370	New World Travel Expenses 040652 Brian Edney
03/09/2015	782713	New World Systems	\$1,019.40	1500-21500-402140	New World Travel Expenses 040848 Mike
03/09/2015	782713	New World Systems	\$1,019.41	6200-19110-405370	New World Travel Expenses 040848 Mike
03/09/2015	782714	NorthWestern Energy	\$7.58	0100-51120-403410	07222532
03/09/2015	782714	NorthWestern Energy	\$9.67	0100-51120-403410	07222581
03/09/2015	782714	NorthWestern Energy	\$16.31	0100-51120-403410	07222599
03/09/2015	782714	NorthWestern Energy	\$9.53	0100-51120-403410	07222722

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03/09/2015	782714	NorthWestern Energy	\$13.22	0100-51120-403410	07222748
03/09/2015	782714	NorthWestern Energy	\$108.81	0100-51120-403410	07222755
03/09/2015	782714	NorthWestern Energy	\$31.67	0100-51120-403410	07222789
03/09/2015	782714	NorthWestern Energy	\$16.66	0100-51120-403410	07222797
03/09/2015	782714	NorthWestern Energy	\$7.58	0100-51120-403410	07222805
03/09/2015	782714	NorthWestern Energy	\$7.58	0100-51120-403410	07222813
03/09/2015	782714	NorthWestern Energy	\$7.58	0100-51120-403410	07222839
03/09/2015	782714	NorthWestern Energy	\$7.58	0100-51120-403410	07222847
03/09/2015	782714	NorthWestern Energy	\$16.66	0100-51120-403410	07228083
03/09/2015	782714	NorthWestern Energy	\$9.87	0100-51120-403410	07228521
03/09/2015	782714	NorthWestern Energy	\$9.67	0100-51120-403410	07228620
03/09/2015	782714	NorthWestern Energy	\$170.03	0100-51120-403410	07229016
03/09/2015	782714	NorthWestern Energy	\$9.01	0100-51120-403410	07229768
03/09/2015	782714	NorthWestern Energy	\$217.06	0100-51120-403410	07229958
03/09/2015	782714	NorthWestern Energy	\$81.32	0100-51120-403410	07230055
03/09/2015	782714	NorthWestern Energy	\$7.58	0100-51120-403410	07230253
03/09/2015	782714	NorthWestern Energy	\$0.00	0100-51120-403410	07230394
03/09/2015	782714	NorthWestern Energy	\$7.45	0100-51120-403410	07230469
03/09/2015	782714	NorthWestern Energy	\$7.45	0100-51120-403410	07230493
03/09/2015	782714	NorthWestern Energy	\$12.30	0100-51120-403410	07230535
03/09/2015	782714	NorthWestern Energy	\$19.29	0100-51120-403410	07230642
03/09/2015	782714	NorthWestern Energy	\$19.29	0100-51120-403410	07230659
03/09/2015	782714	NorthWestern Energy	\$7.58	8720-51980-403410	07233844
03/09/2015	782714	NorthWestern Energy	\$9.31	8720-51980-403410	07233851
03/09/2015	782714	NorthWestern Energy	\$9.31	8720-51980-403410	07233869
03/09/2015	782714	NorthWestern Energy	\$9.31	8720-51980-403410	07233877
03/09/2015	782714	NorthWestern Energy	\$9.31	8720-51980-403410	07233885
03/09/2015	782714	NorthWestern Energy	\$5.19	0100-51120-403410	07233919
03/09/2015	782714	NorthWestern Energy	\$3.46	8720-51980-403410	07233919
03/09/2015	782714	NorthWestern Energy	\$9.31	8720-51980-403410	07233927
03/09/2015	782714	NorthWestern Energy	\$8.18	8720-51980-403410	07233935
03/09/2015	782714	NorthWestern Energy	\$7.58	8720-51980-403410	07233943
03/09/2015	782714	NorthWestern Energy	\$7.58	8720-51980-403410	07233950
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03/09/2015	782714	NorthWestern Energy	\$7.58	8720-51980-403410	07233984
03/09/2015	782714	NorthWestern Energy	\$7.58	8720-51980-403410	07233955
03/09/2015	782714	NorthWestern Energy	\$9.67	8720-51980-403410	072338363
03/09/2015	782714	NorthWestern Energy	\$7.45	8720-51980-403410	07238405
03/09/2015	782714	NorthWestern Energy	\$9.30	8720-51980-403410	07238793
03/09/2015	782714	NorthWestern Energy	\$7.93	8720-51980-403410	07238835
03/09/2015	782714	NorthWestern Energy	\$138.48	0100-51120-403410	07238843
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03/09/2015	782714	NorthWestern Energy	\$8.78	2110-31320-403410	20470076
03/09/2015	782714	NorthWestern Energy	\$8.31	2110-31320-403410	20470100
03/09/2015	782714	NorthWestern Energy	\$8.53	2110-31320-403410	20470134
03/09/2015	782714	NorthWestern Energy	\$8.78	2110-31320-403410	20470175
03/09/2015	782714	NorthWestern Energy	\$8.31	2110-31320-403410	20470191
03/09/2015	782714	NorthWestern Energy	\$4,884.23	2600-55120-403410	Electric Usage
03/09/2015	782714	NorthWestern Energy	\$177.54	6070-22350-403410	10069151
03/09/2015	782714	NorthWestern Energy	\$7.45	0100-51120-403410	12300661
03/09/2015	782714	NorthWestern Energy	\$46.55	0100-51410-403410	16352890
03/09/2015	782714	NorthWestern Energy	\$316.79	1500-21150-403410	19841501
03/09/2015	782714	NorthWestern Energy	\$373.02	1500-21150-403410	19841550
03/09/2015	782714	NorthWestern Energy	\$8.30	2110-31320-403410	20470001
03/09/2015	782714	NorthWestern Energy	\$8.79	2110-31320-403410	20470118
03/09/2015	782714	NorthWestern Energy	\$7.45	0100-51120-403410	30208375
03/09/2015	782714	NorthWestern Energy	\$2,706.96	5210-15940-403410	30674162
03/09/2015	782714	NorthWestern Energy	\$9.30	0100-51120-403410	11607801
03/09/2015	782714	NorthWestern Energy	\$216.52	0100-51120-403410	07222565
03/09/2015	782714	NorthWestern Energy	\$38.67	0100-51120-403410	07222771
03/09/2015	782714	NorthWestern Energy	\$8.42	8720-51980-403410	09718248
03/09/2015	782714	NorthWestern Energy	\$7.45	0100-51120-403410	11565272
03/09/2015	782714	NorthWestern Energy	\$8.18	8720-51980-403410	13127071
03/09/2015	782714	NorthWestern Energy	\$8.18	8720-51980-403410	15642093
03/09/2015	782714	NorthWestern Energy	\$13.97	5120-85000-403410	17040254
03/09/2015	782714	NorthWestern Energy	\$26.06	5120-85000-403410	17040304
03/09/2015	782714	NorthWestern Energy	\$15.17	2110-31320-403410	17389891
03/09/2015	782714	NorthWestern Energy	\$8.78	0100-51120-403410	19022573
03/09/2015	782714	NorthWestern Energy	\$8.78	2110-31320-403410	20470183
03/09/2015	782714	NorthWestern Energy	\$2,307.19	5020-74000-403410	3116 17th St West
03/09/2015	782714	NorthWestern Energy	\$2,307.20	5020-74000-403410	3116 17th St West
03/09/2015	782714	NorthWestern Energy	\$7.45	0100-51120-403410	09208018
03/09/2015	782714	NorthWestern Energy	\$28,709.41	5610-71120-403410	0100482-9. Main Vault. February 2015

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03/09/2015	782714	NorthWestern Energy	\$260.32	0100-51410-403410	07125396
03/09/2015	782714	NorthWestern Energy	\$520.69	5210-15950-403410	07208291
03/09/2015	782714	NorthWestern Energy	\$0.00	5020-74000-403410	07230436
03/09/2015	782714	NorthWestern Energy	\$571.18	1500-22210-403410	FIRE6: MONTHLY ELECTRIC SERVICE FY2015
03/09/2015	782714	NorthWestern Energy	\$2,567.21	1500-22210-403410	FIRE1: MONTHLY ELECTRIC SERVICE
03/09/2015	782716	Paddock Heating & Cooling	\$3,800.00	1500-22260-402450	FIRE6: REPLACE EXISTING NEIDERMAN
03/09/2015	782721	PKF Consulting USA LLC	\$16,097.76	2030-15130-407968	TIF assistance - downtown hotel feasibility study
03/09/2015	782724	Public Works-Administration	\$4,612.00	5050-75150-403671	PWU Feb Engineering Permits - WSRP
03/09/2015	782724	Public Works-Administration	\$1,110.00	5020-75000-403680	PWU Feb Engineering Permits - Watermain
03/09/2015	782725	Qwest Communications	\$31.14	5610-71100-403450	Qwest 406-245-1044 Airport Terminal Power M
03/09/2015	782725	Qwest Communications	\$47.06	5710-71470-403450	Qwest 406-245-1789 Transit STS
03/09/2015	782725	Qwest Communications	\$97.21	5410-31230-403450	Qwest 406-245-9820 Solid Waste Landfil
03/09/2015	782725	Qwest Communications	\$31.14	2110-31320-403450	Qwest 406-245-9906 PW Traffic Signal 4th 27
03/09/2015	782725	Qwest Communications	\$45.76	5210-15920-403450	Qwest 406-252-2041 Park 2 Elevator Phone
03/09/2015	782725	Qwest Communications	\$91.52	5610-71100-403450	Qwest 406-252-9412 Airport
03/09/2015	782725	Qwest Communications	\$47.06	5710-71410-403450	Qwest 406-254-7038 MET Transit
03/09/2015	782725	Qwest Communications	\$7,300.66	2250-22320-403450	Qwest 406-255-9700 E911
03/09/2015	782725	Qwest Communications	\$45.76	0100-51400-403450	Qwest 406-652-0269 Cemetery FAX Line
03/09/2015	782725	Qwest Communications	\$45.53	0100-51120-403450	Qwest 406-652-5507 Parks
03/09/2015	782725	Qwest Communications	\$32.02	2110-31320-403450	Qwest 406-652-8104 PW Traffic Signal 24
03/09/2015	782725	Qwest Communications	\$34.40	0100-51210-403450	Qwest 406-652-8403 Stewart Park Batting Cages
03/09/2015	782725	Qwest Communications	\$45.76	1500-22250-403450	Qwest 406-655-0728 Fire Maintenance Shop
03/09/2015	782725	Qwest Communications	\$31.14	0100-51120-403450	Qwest 406-657-3014 Parks 3890 Stillwater
03/09/2015	782725	Qwest Communications	\$3,211.29	6060-19310-403450	Qwest 406-657-8377 Main System Centrex
03/09/2015	782725	Qwest Communications	\$50.66	5610-71170-403450	Qwest 406-252-0721 Airport 1FB Line
03/09/2015	782725	Qwest Communications	\$67.13	6060-19310-403450	Qwest 406-248-9124 Met Measured Lines 406-248-9124 406-248-9179
03/09/2015	782725	Qwest Communications	\$97.38	6060-19310-403450	Qwest 406-657-3009 PUD Measured Lines 406-657-3009 406-247-8579
03/09/2015	782725	Qwest Communications	\$31.16	1500-21110-403450	Qwest 406-245-6600 Crime Prevention Alarm
03/09/2015	782725	Qwest Communications	\$31.24	5210-15920-403450	Qwest 406-657-3054 Park 1 Elevator Phone
03/09/2015	782725	Qwest Communications	\$65.28	6060-19310-403450	Qwest BOC Measured Lines 406-252-3774 406-252-3789
03/09/2015	782725	Qwest Communications	\$31.80	6200-19110-403450	Qwest 406-245-4437 Kenco Security Alarm IT Alarm
03/09/2015	782730	Shiptons Big R, Inc.	\$2,131.81	5410-31220-402260	cold weather gear
03/09/2015	782730	Shiptons Big R, Inc.	\$730.99	5410-31230-402260	cold weather gear
03/09/2015	782733	Solid Waste Systems Inc	\$3,462.92	5410-31220-402320	74931
03/09/2015	782733	Solid Waste Systems Inc	\$178.84	5410-31220-402320	74931
03/09/2015	782733	Solid Waste Systems Inc	-\$3,462.92	5410-31220-402320	75612
03/09/2015	782733	Solid Waste Systems Inc	-\$178.84	5410-31220-402320	75612
03/09/2015	782733	Solid Waste Systems Inc	\$372.73	5410-31220-402320	75625
03/09/2015	782733	Solid Waste Systems Inc	\$764.94	5410-31220-402320	75630
03/09/2015	782733	Solid Waste Systems Inc	\$166.00	5410-31220-402320	75637
03/09/2015	782733	Solid Waste Systems Inc	\$13.92	5410-31220-402320	75637
03/09/2015	782733	Solid Waste Systems Inc	\$166.00	5410-31220-402320	75651
03/09/2015	782733	Solid Waste Systems Inc	\$60.00	5410-31220-402320	75651
03/09/2015	782733	Solid Waste Systems Inc	\$370.10	5410-31220-402320	75676
03/09/2015	782733	Solid Waste Systems Inc	\$43.00	5410-31220-402320	75676
03/09/2015	782733	Solid Waste Systems Inc	\$519.97	5410-31220-402320	75697
03/09/2015	782733	Solid Waste Systems Inc	\$95.74	5410-31220-402320	75697
03/09/2015	782734	Springsted	\$29,925.00	3120-15300-405510	Project 001061.129, invoice 1 - GO Refunding
03/09/2015	782736	St Vincent Occupational Health	\$1,625.00	0100-17500-403572	Drug Testing/On-Site Nursing/DOT
03/09/2015	782736	St Vincent Occupational Health	\$100.00	1500-21110-403510	Drug Testing/On-Site Nursing/DOT
03/09/2015	782736	St Vincent Occupational Health	\$339.26	1500-21710-403510	Drug Testing/On-Site Nursing/DOT
03/09/2015	782736	St Vincent Occupational Health	\$50.00	1500-22290-403510	Drug Testing/On-Site Nursing/DOT
03/09/2015	782736	St Vincent Occupational Health	\$240.00	2110-31320-403510	Drug Testing/On-Site Nursing/DOT
03/09/2015	782736	St Vincent Occupational Health	\$33.00	5020-73110-403510	Drug Testing/On-Site Nursing/DOT
03/09/2015	782736	St Vincent Occupational Health	\$95.00	5020-74000-403510	Drug Testing/On-Site Nursing/DOT
03/09/2015	782736	St Vincent Occupational Health	\$381.00	5020-75000-403510	Drug Testing/On-Site Nursing/DOT
03/09/2015	782736	St Vincent Occupational Health	\$22.00	5120-83110-403510	Drug Testing/On-Site Nursing/DOT
03/09/2015	782736	St Vincent Occupational Health	\$254.00	5120-85000-403510	Drug Testing/On-Site Nursing/DOT
03/09/2015	782736	St Vincent Occupational Health	\$285.00	5410-31220-403510	Drug Testing/On-Site Nursing/DOT
03/09/2015	782736	St Vincent Occupational Health	\$50.00	5610-71120-403510	Drug Testing/On-Site Nursing/DOT
03/09/2015	782736	St Vincent Occupational Health	\$285.00	5610-71130-403510	Drug Testing/On-Site Nursing/DOT
03/09/2015	782736	St Vincent Occupational Health	\$190.00	5710-71420-403510	Drug Testing/On-Site Nursing/DOT
03/09/2015	782736	St Vincent Occupational Health	\$95.00	5710-71470-403510	Drug Testing/On-Site Nursing/DOT
03/09/2015	782736	St Vincent Occupational Health	\$720.00	6270-17520-405160	Drug Testing/On-Site Nursing/DOT
03/09/2015	782736	St Vincent Occupational Health	\$749.59	1500-22240-403510	GREENWOOD,JORDAN: PRE-EMPLOYMENT
03/09/2015	782736	St Vincent Occupational Health	\$412.75	1500-22290-403510	BUSHFIELD, BRETT: ANNUAL FIRE PHYSICAL
03/09/2015	782744	Town & Country Supply Association	\$313.95	1500-22260-402310	213435: FIRE 5 - UNLEADED DELIVERED
03/09/2015	782744	Town & Country Supply Association	\$741.21	1500-22260-402310	213435: FIRE 5 - BLENDED DYED DIESEL
03/09/2015	782744	Town & Country Supply Association	\$410.70	1500-22260-402310	213436: FIRE 3 - BLENDED DIESEL
03/09/2015	782744	Town & Country Supply Association	\$440.25	1500-22260-402310	213437: FIRE 1 - UNLEADED AND BLENDED
03/09/2015	782744	Town & Country Supply Association	\$566.85	1500-22260-402310	213437: FIRE 1 - BLENDED DIESEL (193
03/09/2015	782744	Town & Country Supply Association	\$369.63	1500-22260-402310	213438: FIRE 6 - BLENDED DIESEL
03/09/2015	782744	Town & Country Supply Association	\$12,817.96	6010-00000-141000	212290 PO NUM 297382

Check Date	Check	Name	Amount	Account	Item Desc
03/09/2015	782744	Town & Country Supply Association	\$13,333.14	6010-00000-141000	212305 PO NUM 297382
03/09/2015	782744	Town & Country Supply Association	\$10,239.41	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
03/09/2015	782744	Town & Country Supply Association	\$3,589.80	5710-00000-141000	BUS MET PO NUM 297379
03/09/2015	782745	Tractor & Equipment Co.	\$872.27	5410-31230-402320	landfill wheel tips unit 251
03/09/2015	782745	Tractor & Equipment Co.	\$211.61	5410-31230-402320	misc parts landfill
03/09/2015	782745	Tractor & Equipment Co.	\$12.12	5410-31230-402320	BLCS0589043
03/09/2015	782745	Tractor & Equipment Co.	\$299.60	5410-31220-402320	BLW00154031
03/09/2015	782745	Tractor & Equipment Co.	\$232.32	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
03/09/2015	782745	Tractor & Equipment Co.	\$1,001.78	5410-31230-402320	misc parts landfill
03/09/2015	782746	Tristate Equipment	\$552.36	2110-31320-402320	M83561
03/09/2015	782746	Tristate Equipment	\$14.35	2110-31320-402320	M83561
03/09/2015	782746	Tristate Equipment	\$9.54	5410-31220-402320	M83767
03/09/2015	782746	Tristate Equipment	\$4.32	5410-31220-402320	M83994
03/09/2015	782746	Tristate Equipment	\$184.67	5410-31220-402320	N25777
03/09/2015	782746	Tristate Equipment	\$6,310.06	5410-31220-402320	N25866
03/09/2015	782752	Valmont Composite Structures	\$3,130.80	2110-00000-141318	STREET LIGHTS PO NUM 297374
03/09/2015	782760	Zeier Consulting LLC	\$3,761.25	1990-15050-403590	Professional Services for February 2015

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Payment of Claims March 16, 2015

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,931,929.69 have been audited and are presented for City Council payment approval. A complete listing of the claims dated March 13 and 16, 2015, 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

council memo 03-16-15

Check Date	Check Name	Amount	Account	Item Desc
03/13/2015	782762 Petty Cash CCSIU	\$4,200.00	7180-21600-407910	Reimbursement of Buy Money.
03/16/2015	782763 A & H Turf & Specialities	\$12,151.88	0100-51120-402391	Irrigation supplies.
03/16/2015	782764 A & I Distributors	\$2,870.36	6010-00000-141000	2595123 PO NUM 297029
03/16/2015	782764 A & I Distributors	\$39.79	1500-21120-402320	2595123
03/16/2015	782764 A & I Distributors	\$40.35	2110-31320-402320	2595123
03/16/2015	782764 A & I Distributors	\$39.80	5410-31220-402320	2595123
03/16/2015	782764 A & I Distributors	\$263.16	5410-31230-402310	def unit 251 landfill
03/16/2015	782764 A & I Distributors	\$856.70	5410-31220-402310	def for trucks
03/16/2015	782764 A & I Distributors	-\$200.00	5410-31220-402310	bulk tote deposit credit
03/16/2015	782764 A & I Distributors	\$4,237.61	6010-00000-141000	259875 PO NUM 297029
03/16/2015	782764 A & I Distributors	\$682.00	5610-71130-402310	Invoice #2599576. Oil for equipment
03/16/2015	782764 A & I Distributors	\$2,618.81	6010-00000-141714	2597256 PO NUM 297029
03/16/2015	782764 A & I Distributors	\$584.50	6010-00000-141714	2599634 PO NUM 297029
03/16/2015	782764 A & I Distributors	\$1,784.80	6010-00000-141000	2604069 PO NUM 297029
03/16/2015	782764 A & I Distributors	\$494.45	6010-00000-141000	2604228 PO NUM 297029
03/16/2015	782764 A & I Distributors	\$78.93	5710-71440-402320	2602687
03/16/2015	782766 Air Controls-Billings Inc	\$2,730.00	5120-84000-403660	Replace cond evap in server rm
03/16/2015	782766 Air Controls-Billings Inc	\$3,190.00	5120-84000-403660	Replaced mini split ac in server rm
03/16/2015	782770 Archie Cochrane	\$3,112.06	6300-17530-407310	BPD Car #1410 Inv. 831716-1
03/16/2015	782773 Automated Office Inc	-\$211.00	5610-71100-402190	Airport-returned toners and Staple E1
03/16/2015	782773 Automated Office Inc	\$8,390.00	5620-71200-409490	Airport Administration Copier. WSCA Contract
03/16/2015	782773 Automated Office Inc	\$51.00	0100-15120-402190	drum-GPR 22
03/16/2015	782773 Automated Office Inc	\$31.75	6050-15160-403690	C112-03
03/16/2015	782773 Automated Office Inc	\$22.69	6050-15160-403690	C112-10
03/16/2015	782773 Automated Office Inc	\$20.00	6050-15160-403690	C112-23
03/16/2015	782773 Automated Office Inc	\$66.27	6050-15160-403690	C112-24
03/16/2015	782773 Automated Office Inc	\$105.14	6050-15160-403690	C112-25
03/16/2015	782773 Automated Office Inc	\$52.49	6050-15160-403690	C112-26
03/16/2015	782773 Automated Office Inc	\$6.74	6050-15160-403690	C112-30
03/16/2015	782773 Automated Office Inc	\$75.42	6050-15160-403690	C112-19
03/16/2015	782773 Automated Office Inc	\$0.45	2550-21420-403630	C112-27
03/16/2015	782773 Automated Office Inc	\$51.21	6050-15160-403690	C112-29
03/16/2015	782778 Big Sky Linen & Uniform	\$66.29	1500-22250-402450	ACCT#1076: FEBRUARY 2015 - LINEN
03/16/2015	782778 Big Sky Linen & Uniform	\$210.53	1500-22260-402240	ACCT#1076: FEBRUARY 2015 - LINEN
03/16/2015	782778 Big Sky Linen & Uniform	\$281.37	5020-73120-402260	Uniforms
03/16/2015	782778 Big Sky Linen & Uniform	\$44.07	5020-73140-402260	Uniforms
03/16/2015	782778 Big Sky Linen & Uniform	\$733.08	5020-74000-402260	Uniforms
03/16/2015	782778 Big Sky Linen & Uniform	\$405.81	5020-75000-402260	Uniforms
03/16/2015	782778 Big Sky Linen & Uniform	\$13.56	5120-83140-402260	Uniforms
03/16/2015	782778 Big Sky Linen & Uniform	\$381.60	5120-84000-402260	Uniforms
03/16/2015	782778 Big Sky Linen & Uniform	\$281.88	5120-84300-402260	Uniforms
03/16/2015	782778 Big Sky Linen & Uniform	\$270.54	5120-85000-402260	Uniforms
03/16/2015	782781 Billings Gazette	\$823.00	2600-55110-403360	102-600003259
03/16/2015	782781 Billings Gazette	\$1,538.55	2900-65550-407275	106-600003603
03/16/2015	782781 Billings Gazette	\$914.00	0100-14110-403310	102-600001620
03/16/2015	782785 Bison Motor Company	\$59,184.02	5030-73910-409440	2- 2015 3/4 Ton 4x4 reg cab long box pickups with
03/16/2015	782785 Bison Motor Company	\$25,902.63	2110-31320-409420	Per schedule 11 1/2 ton 4x4 reg cab short box pickup exterior color: oxford white interior color: steel grey cloth
				No trade in
03/16/2015	782786 Blake Mitchell	\$3,892.68	5020-00000-115731	1412 Granite - overpayment
03/16/2015	782787 BMT Pita Inc	\$46,000.00	2030-15130-407968	TIF Assistance
03/16/2015	782787 BMT Pita Inc	\$2,000.00	2030-15130-407968	TIF Assistance - Signage
03/16/2015	782790 Cummins Rocky Mountain Llc	\$560.25	6010-00000-141714	004-99363 PO NUM 297399
03/16/2015	782790 Cummins Rocky Mountain Llc	\$720.69	5710-71440-402320	AUTO &TRUCK MAINT.ITEMS
03/16/2015	782790 Cummins Rocky Mountain Llc	\$132.12	5410-31220-402320	004-98990
03/16/2015	782790 Cummins Rocky Mountain Llc	\$50.00	5410-31220-402320	004-98990
03/16/2015	782790 Cummins Rocky Mountain Llc	\$581.05	2110-31320-402320	004-99239
03/16/2015	782790 Cummins Rocky Mountain Llc	\$19.88	5410-31220-402320	004-99250
03/16/2015	782790 Cummins Rocky Mountain Llc	\$134.11	5410-31230-402320	004-99261
03/16/2015	782790 Cummins Rocky Mountain Llc	\$115.42	5410-31220-402320	004-99299
03/16/2015	782790 Cummins Rocky Mountain Llc	\$560.25	5710-71440-402320	004-99363
03/16/2015	782790 Cummins Rocky Mountain Llc	\$751.39	5410-31220-402320	004-99374
03/16/2015	782790 Cummins Rocky Mountain Llc	\$134.11	2110-31320-402320	004-99428
03/16/2015	782790 Cummins Rocky Mountain Llc	-\$200.00	2110-31320-402320	004-99454
03/16/2015	782790 Cummins Rocky Mountain Llc	\$36.65	2110-31320-402320	004-99478
03/16/2015	782790 Cummins Rocky Mountain Llc	\$40.85	5410-31220-402320	004-99529
03/16/2015	782792 Desert Mountain Corporation	\$4,362.41	2110-31320-404721	ice slicer for melting snow on streets
03/16/2015	782792 Desert Mountain Corporation	\$4,361.18	2110-31320-404721	ice slicer for melting snow on streets
03/16/2015	782792 Desert Mountain Corporation	\$4,372.24	2110-31320-404721	ice slicer for use on melting snow on streets
03/16/2015	782792 Desert Mountain Corporation	\$4,388.21	2110-31320-404721	ice slicer used to melting snow on streets
03/16/2015	782796 Dowl Hkm	\$28,309.61	5030-75910-409340	WO 15-01 2015 Water Replacement Project-Sch1
03/16/2015	782796 Dowl Hkm	\$48,433.72	8450-31860-409310	WO 15-06 Poly Drive - 32nd St West to 38th St
03/16/2015	782796 Dowl Hkm	\$6,577.42	5130-85910-409340	WO 15-06 Poly Drive - 32nd St West to 38th St
03/16/2015	782796 Dowl Hkm	\$4,783.58	4470-31650-409311	WO 15-06 Poly Drive - 32nd St West to 38th St

Check Date	Check Name	Amount	Account	Item Desc
03/16/2015	782796 Dowl Hkm	\$1,298.65	2100-51510-409390	WO 13-21 Swords Park Trail Outlet
03/16/2015	782796 Dowl Hkm	\$201.29	2360-43700-409370	WO 13-21 Swords Park Trail Outlet
03/16/2015	782798 Downtown Billings BID, Inc.	\$3,000.00	2110-31320-402430	Traffic wraps
03/16/2015	782799 Dps Company Llc	\$2,650.23	5610-71170-402450	01/12/2015. Replace 2 windows IP-7
03/16/2015	782799 Dps Company Llc	\$1,782.00	5610-71120-402450	01/12/2015-1. Repair wall damage by baggage
03/16/2015	782806 Flights Now.Com	\$7,367.91	5610-71100-403390	Invoice #644. 1/1/2014 - 2/28/2015 FIDS Data
03/16/2015	782817 HDR, Inc.	\$3,119.67	8400-31840-403590	MS4 General Permit
03/16/2015	782817 HDR, Inc.	\$9,230.09	5410-31230-403590	Landfill Traffic Flow Options for Improving
03/16/2015	782817 HDR, Inc.	\$5,936.00	5120-82110-403540	WO 12-13 IWPI Reuse and Reclamation Study
03/16/2015	782817 HDR, Inc.	\$3,237.82	5020-72110-403540	WO 12-13 IWPI Reuse and Reclamation Study
03/16/2015	782817 HDR, Inc.	\$1,618.90	8400-31840-403590	WO 12-13 IWPI Reuse and Reclamation Study
03/16/2015	782817 HDR, Inc.	\$6,522.69	8450-31860-409310	WO 09-15 GRAND AVE/ZIMMER MAN TRAIL
03/16/2015	782823 Ingram Library Services Inc.	\$47.18	2600-55190-403226	Inv 83833277
03/16/2015	782823 Ingram Library Services Inc.	\$47.96	2600-55190-403227	Inv 83833278
03/16/2015	782823 Ingram Library Services Inc.	\$15.90	2600-55190-403226	Inv 83833279
03/16/2015	782823 Ingram Library Services Inc.	\$25.49	2600-55190-403227	Inv 83833280
03/16/2015	782823 Ingram Library Services Inc.	\$19.54	2600-55190-403226	Inv 83833281
03/16/2015	782823 Ingram Library Services Inc.	\$15.00	2600-55190-403227	Inv 83833281
03/16/2015	782823 Ingram Library Services Inc.	\$23.37	2600-55190-403333	INv 83833282
03/16/2015	782823 Ingram Library Services Inc.	\$11.99	2600-55190-403226	Inv 83833283
03/16/2015	782823 Ingram Library Services Inc.	\$10.61	2600-55190-403333	Inv 83833283
03/16/2015	782823 Ingram Library Services Inc.	\$201.45	2600-55190-403226	Inv 83833284
03/16/2015	782823 Ingram Library Services Inc.	\$32.20	2600-55190-403227	Inv 83833284
03/16/2015	782823 Ingram Library Services Inc.	\$16.50	2600-55190-403222	Inv 83833285
03/16/2015	782823 Ingram Library Services Inc.	\$83.94	2600-55190-403227	Inv 83833286
03/16/2015	782823 Ingram Library Services Inc.	\$31.99	2600-55190-403382	INv 83833287
03/16/2015	782823 Ingram Library Services Inc.	\$31.56	2600-55190-403226	Inv83833288
03/16/2015	782823 Ingram Library Services Inc.	\$43.97	2600-55190-403333	Inv83833288
03/16/2015	782823 Ingram Library Services Inc.	\$16.82	2600-55190-403241	Inv 83851430
03/16/2015	782823 Ingram Library Services Inc.	\$4.79	2600-55190-403226	Inv 83851431
03/16/2015	782823 Ingram Library Services Inc.	\$87.99	2600-55190-403222	Inv 83851432
03/16/2015	782823 Ingram Library Services Inc.	\$130.38	2600-55190-403226	Inv 83851432
03/16/2015	782823 Ingram Library Services Inc.	\$69.93	2600-55190-403227	Inv 83851432
03/16/2015	782823 Ingram Library Services Inc.	\$93.13	2600-55190-403241	Inv 83851432
03/16/2015	782823 Ingram Library Services Inc.	\$113.38	2600-55190-403255	Inv 83851432
03/16/2015	782823 Ingram Library Services Inc.	\$99.00	2600-55190-403333	Inv 83851432
03/16/2015	782823 Ingram Library Services Inc.	\$4.79	2600-55190-403227	Inv 83851433
03/16/2015	782823 Ingram Library Services Inc.	\$31.78	2600-55190-403227	Inv 83862201
03/16/2015	782823 Ingram Library Services Inc.	\$23.54	2600-55190-403241	Inv 83862201
03/16/2015	782823 Ingram Library Services Inc.	\$6.59	2600-55190-403255	Inv 83862201
03/16/2015	782823 Ingram Library Services Inc.	\$24.83	2600-55190-403382	Inv 83862201
03/16/2015	782823 Ingram Library Services Inc.	\$100.54	2600-55190-403226	Inv 83662202
03/16/2015	782823 Ingram Library Services Inc.	\$112.10	2600-55190-403227	Inv 83662202
03/16/2015	782823 Ingram Library Services Inc.	\$30.24	2600-55190-403222	Inv 83862203
03/16/2015	782823 Ingram Library Services Inc.	\$55.19	2600-55190-403227	Inv 83862203
03/16/2015	782823 Ingram Library Services Inc.	\$27.59	2600-55190-403242	Inv 83862203
03/16/2015	782823 Ingram Library Services Inc.	\$32.10	2600-55190-403227	Inv 83862204
03/16/2015	782823 Ingram Library Services Inc.	\$8.97	2600-55190-403226	Inv 83929058
03/16/2015	782823 Ingram Library Services Inc.	\$8.99	2600-55190-403227	Inv 83929059
03/16/2015	782823 Ingram Library Services Inc.	\$35.55	2600-55190-403333	Inv 83929059
03/16/2015	782823 Ingram Library Services Inc.	\$4.79	2600-55190-403226	Inv 83929060
03/16/2015	782823 Ingram Library Services Inc.	\$86.64	2600-55190-403333	Inv 83929060
03/16/2015	782823 Ingram Library Services Inc.	\$15.92	2600-55190-403226	INv 83929061
03/16/2015	782823 Ingram Library Services Inc.	\$24.92	2600-55190-403226	Inv 83929062
03/16/2015	782823 Ingram Library Services Inc.	\$283.54	2600-55190-403226	Inv 83929063
03/16/2015	782823 Ingram Library Services Inc.	\$15.34	2600-55190-403227	Inv 83929063
03/16/2015	782823 Ingram Library Services Inc.	\$15.34	2600-55190-403227	Inv 83929064
03/16/2015	782823 Ingram Library Services Inc.	\$53.98	2600-55190-403227	Inv 83929065
03/16/2015	782823 Ingram Library Services Inc.	\$24.75	2600-55190-403222	Inv 83929066
03/16/2015	782823 Ingram Library Services Inc.	\$78.10	2600-55190-403226	Inv 83929066
03/16/2015	782823 Ingram Library Services Inc.	\$66.97	2600-55190-403333	Inv 83929066
03/16/2015	782823 Ingram Library Services Inc.	\$15.34	2600-55190-403226	Inv 84006815
03/16/2015	782823 Ingram Library Services Inc.	\$23.99	2600-55190-403227	Inv 84006816
03/16/2015	782823 Ingram Library Services Inc.	\$10.61	2600-55190-403255	Inv 84006817
03/16/2015	782823 Ingram Library Services Inc.	\$31.24	2600-55190-403333	Inv 84006818
03/16/2015	782823 Ingram Library Services Inc.	\$4.79	2600-55190-403226	Inv 84006819
03/16/2015	782823 Ingram Library Services Inc.	\$31.83	2600-55190-403226	Inv 84006820
03/16/2015	782823 Ingram Library Services Inc.	\$191.77	2600-55190-403227	Inv 84006821
03/16/2015	782823 Ingram Library Services Inc.	\$109.52	2600-55190-403241	Inv 84006821
03/16/2015	782823 Ingram Library Services Inc.	\$17.67	2600-55190-403226	Inv 84006822
03/16/2015	782823 Ingram Library Services Inc.	\$45.96	2600-55190-403226	Inv 84006823
03/16/2015	782825 Intermountain Traffic, LLC	\$3,348.00	2110-31320-402430	12" red led
03/16/2015	782825 Intermountain Traffic, LLC	\$285.00	2110-31320-402430	shipping on leds
03/16/2015	782829 Jacks Heavy Equipment Inc	\$264,637.64	5410-31220-409420	One CNG Side Load Garbage Truck per ERP
03/16/2015	782832 Joshua Cornelius	\$2,600.00	8730-51990-409370	Cleaning of Rose Pool water slides.
03/16/2015	782838 L N Curtis & Sons	\$18,128.00	6400-22400-409460	HURST 27208500, S700E2 EDRAULIC 2
03/16/2015	782838 L N Curtis & Sons	\$19,088.00	6400-22400-409460	HURST 271080000 SP300E2 SPREADER PKG:

Check Date	Check	Name	Amount	Account	Item Desc
03/16/2015	782838	L N Curtis & Sons	\$13,648.00	1500-22290-402490	HURST 274080001: R411E EDRAULIC RAM
03/16/2015	782838	L N Curtis & Sons	\$544.00	6400-22400-409460	HURST 274081000 EXTENSION F/EDRAULIC
03/16/2015	782838	L N Curtis & Sons	\$1,146.00	6400-22400-409460	HURST 272085412 110V POWER SUPPLY
03/16/2015	782838	L N Curtis & Sons	\$432.88	6400-22400-409460	PPS700E2, PLASTIX PLUS - HORIZONTAL
03/16/2015	782838	L N Curtis & Sons	\$509.60	6400-22400-409460	PLASTIC PLUS HORIZONTAL MOUNTING
03/16/2015	782838	L N Curtis & Sons	\$432.88	6400-22400-409460	PPR411E: PLASTIX PLUS, HORIZONTAL
03/16/2015	782838	L N Curtis & Sons	\$1,486.00	1500-22290-402490	HURST 272080910, EDRAULIC DC BANK
03/16/2015	782838	L N Curtis & Sons	\$1,486.00	6400-22400-409460	HURST 272080910, EDRAULIC DC BANK
03/16/2015	782842	Leo W O'Brien & Co, CPA's	\$3,653.75	0100-16110-403560	4028 - services related to Watters lawsuit
03/16/2015	782845	Mailing Technical Services	\$78.30	5210-15210-403110	parking - special inserts only
03/16/2015	782845	Mailing Technical Services	\$64.80	0100-15120-403110	Finance
03/16/2015	782845	Mailing Technical Services	\$3,837.31	6050-15150-403110	Postage Fund (weekly bills)
03/16/2015	782845	Mailing Technical Services	\$400.46	2600-55110-403110	Mail pick-up & delivery
03/16/2015	782853	Modern Machinery	\$64,400.00	2110-31320-409420	2014 Articulated Tandem Roller per bid opened on
03/16/2015	782853	Modern Machinery	-\$6,000.00	2110-31320-409420	Trade in of unit 1200
03/16/2015	782856	Montana Dakota Utilities Co	\$824.16	1500-21710-403440	1692331000 3
03/16/2015	782856	Montana Dakota Utilities Co	\$5,007.78	5120-84000-403440	2937801000 2
03/16/2015	782856	Montana Dakota Utilities Co	\$10,015.56	5120-84000-403440	2937801000 2
03/16/2015	782856	Montana Dakota Utilities Co	\$5,007.79	5120-84000-403440	2937801000 2
03/16/2015	782856	Montana Dakota Utilities Co	\$38.45	1500-21150-403410	51411704789
03/16/2015	782856	Montana Dakota Utilities Co	\$18.30	1500-21150-403410	06290794947
03/16/2015	782856	Montana Dakota Utilities Co	\$278.40	0100-51270-403440	4377801000 9
03/16/2015	782856	Montana Dakota Utilities Co	\$96.48	6600-31100-403440	5953731000 1
03/16/2015	782856	Montana Dakota Utilities Co	\$144.73	6700-31410-403440	5953731000 1
03/16/2015	782856	Montana Dakota Utilities Co	\$11.81	5210-15920-403440	7173531000 6
03/16/2015	782856	Montana Dakota Utilities Co	\$736.29	1500-22210-403440	8858801000 4
03/16/2015	782856	Montana Dakota Utilities Co	\$2,594.70	6500-15670-403440	9297801000 4
03/16/2015	782856	Montana Dakota Utilities Co	\$1,646.36	5710-71430-403440	9628801000 0
03/16/2015	782856	Montana Dakota Utilities Co	\$2,413.08	2600-55120-403440	2199244851 0
03/16/2015	782856	Montana Dakota Utilities Co	\$54.62	5120-85000-403440	4707501000 0
03/16/2015	782856	Montana Dakota Utilities Co	\$1,187.33	1500-22210-403440	8193601000 8
03/16/2015	782856	Montana Dakota Utilities Co	\$507.37	0100-51220-403440	9023601000 6
03/16/2015	782856	Montana Dakota Utilities Co	\$251.44	1500-22210-403440	9586501000 3
03/16/2015	782856	Montana Dakota Utilities Co	\$64.32	5120-85000-403440	2750 Bitterroot Dr
03/16/2015	782856	Montana Dakota Utilities Co	\$174.44	5020-74000-403440	1626601000 4
03/16/2015	782856	Montana Dakota Utilities Co	\$362.74	1500-22210-403440	6728601000 3
03/16/2015	782856	Montana Dakota Utilities Co	\$179.28	0100-51220-403440	7037601000 8
03/16/2015	782856	Montana Dakota Utilities Co	\$26.16	0100-51260-403440	8796601000 8
03/16/2015	782868	Napa Auto Parts	\$2,982.94	5710-71440-402925	AUTO &TRUCK MAINT.ITEMS
03/16/2015	782873	NorthWestern Energy	\$2,383.98	5610-71130-403410	0719543-1. Parking Lot Lights. February 2015
03/16/2015	782873	NorthWestern Energy	\$111.18	5610-71130-403410	0712533-9. Airport Entrance. February 2015
03/16/2015	782873	NorthWestern Energy	\$236.55	5610-71130-403410	0712535-4. Employee Parking. February 2015
03/16/2015	782873	NorthWestern Energy	\$22.08	5610-71130-403410	0712791-3. Gate 16. February 2015
03/16/2015	782873	NorthWestern Energy	\$35.74	5610-71130-403410	0712795-4. Gate 17. February 2015
03/16/2015	782873	NorthWestern Energy	\$21.71	5610-71130-403410	0712797-0. Gate 9. February 2015
03/16/2015	782873	NorthWestern Energy	\$7.45	5610-71170-403410	0712805-1. IP-10. February 2015
03/16/2015	782873	NorthWestern Energy	\$11.43	5610-71130-403410	0712813-5. NW Burn pit. February 2015
03/16/2015	782873	NorthWestern Energy	\$24.49	5610-71130-403410	0719759-3. Gate 12. February 2015
03/16/2015	782873	NorthWestern Energy	\$22.08	5610-71130-403410	0719760-1. Gate 14. February 2015
03/16/2015	782873	NorthWestern Energy	\$16.52	5610-71130-403410	0719761-9. Gate 15. February 2015
03/16/2015	782873	NorthWestern Energy	\$23.90	5610-71130-403410	0719762-7. Gate 13. February 2015
03/16/2015	782873	NorthWestern Energy	\$22.21	5610-71130-403410	0720296-3. Gate 29. February 2015
03/16/2015	782873	NorthWestern Energy	\$30.01	5610-71130-403410	2114868-9. Runway Weather System. February
03/16/2015	782873	NorthWestern Energy	\$16.88	1500-22210-403410	07125321
03/16/2015	782873	NorthWestern Energy	\$153.28	0100-51410-403410	07125388
03/16/2015	782873	NorthWestern Energy	\$529.21	5710-71430-403410	07192255
03/16/2015	782873	NorthWestern Energy	\$269.00	1500-22210-403410	07208176
03/16/2015	782873	NorthWestern Energy	\$146.04	0100-51260-403410	07208416
03/16/2015	782873	NorthWestern Energy	\$11.03	5020-74000-403410	07222490
03/16/2015	782873	NorthWestern Energy	\$2,444.86	5020-74000-403410	07222706
03/16/2015	782873	NorthWestern Energy	\$49.12	5120-85000-403410	07233836
03/16/2015	782873	NorthWestern Energy	\$338.04	5120-85000-403410	07238785
03/16/2015	782873	NorthWestern Energy	\$42.51	0100-51120-403410	08134892
03/16/2015	782873	NorthWestern Energy	\$7.81	2110-31320-403410	08554040
03/16/2015	782873	NorthWestern Energy	\$8.54	8720-51980-403410	08814550
03/16/2015	782873	NorthWestern Energy	\$16.77	0100-51120-403410	09789173
03/16/2015	782873	NorthWestern Energy	\$7.45	0100-51290-403410	09998071
03/16/2015	782873	NorthWestern Energy	\$7.93	8720-51980-403410	10458131
03/16/2015	782873	NorthWestern Energy	\$51.83	2110-31320-403410	10458206
03/16/2015	782873	NorthWestern Energy	\$188.53	5020-74000-403410	11422532
03/16/2015	782873	NorthWestern Energy	\$7.45	5020-74000-403410	11608072
03/16/2015	782873	NorthWestern Energy	\$1,235.56	1500-21710-403410	11834835
03/16/2015	782873	NorthWestern Energy	\$7.45	0100-51120-403410	12422226
03/16/2015	782873	NorthWestern Energy	\$44.46	0100-51120-403410	12488631
03/16/2015	782873	NorthWestern Energy	\$7.76	5020-74000-403410	13466735
03/16/2015	782873	NorthWestern Energy	\$8.54	8720-51980-403410	15143886
03/16/2015	782873	NorthWestern Energy	\$58.14	5210-15240-403410	15696313

Check Date	Check	Name	Amount	Account	Item Desc
03/16/2015	782873	NorthWestern Energy	\$7.45	0100-51120-403410	15882624
03/16/2015	782873	NorthWestern Energy	\$1.00	0100-51120-403410	16926669
03/16/2015	782873	NorthWestern Energy	\$73.24	0100-51120-403410	18494088
03/16/2015	782873	NorthWestern Energy	\$7.45	5020-74000-403410	18672659
03/16/2015	782873	NorthWestern Energy	\$69.43	0100-51120-403410	19049444
03/16/2015	782873	NorthWestern Energy	\$11.33	0100-51120-403410	19412436
03/16/2015	782873	NorthWestern Energy	\$8.49	8720-51980-403410	19486679
03/16/2015	782873	NorthWestern Energy	\$6.25	8720-51980-403410	20558177
03/16/2015	782873	NorthWestern Energy	\$550.04	5020-74000-403410	1699 High Sierra
03/16/2015	782873	NorthWestern Energy	\$1,099.93	5120-85000-403410	2750 Bitterroot Dr
03/16/2015	782873	NorthWestern Energy	\$360.10	5020-74000-403410	805 Constitution
03/16/2015	782873	NorthWestern Energy	\$203.47	5120-85000-403410	62nd St West @ Ironwood
03/16/2015	782873	NorthWestern Energy	\$1,202.61	5020-74000-403410	5809 Canyonwoods Dr
03/16/2015	782878	Pierce Mfg	\$970,426.00	6400-22400-409440	ARROW XT 100' PAP AERIAL AS388 AERIAL /
03/16/2015	782878	Pierce Mfg	\$3,814.00	6400-22400-409440	ADD: OPTION #1: ENGINE - DIAGNOSTIC HARDWARE/SOFTWARE (REQUESTED BY
03/16/2015	782878	Pierce Mfg	\$1,808.00	6400-22400-409440	ADD: OPTION #2: TRANSMISSION
03/16/2015	782878	Pierce Mfg	-\$914.00	6400-22400-409440	DISCOUNT ON DIAGNOSTIC
03/16/2015	782878	Pierce Mfg	-\$9,812.00	6400-22400-409440	LESS DISCOUNT FOR CHASSIS (\$327,052.00)
03/16/2015	782878	Pierce Mfg	-\$6,208.00	6400-22400-409440	LESS DISCOUNT FOR AERIAL DEVICE
03/16/2015	782878	Pierce Mfg	-\$11,675.00	6400-22400-409440	LESS PAYMENT AT TIME OF COMPLETION
03/16/2015	782878	Pierce Mfg	-\$25,552.00	6400-22400-409440	LESS 100% PRE-PAYMENT DISCOUNT
03/16/2015	782878	Pierce Mfg	-\$5,400.00	6400-22400-409440	DEDUCT FACTORY CONSTRUCTION
03/16/2015	782885	Rimrock Tire Inc	\$99.90	2110-31320-402320	5-91286
03/16/2015	782885	Rimrock Tire Inc	\$1,853.04	1500-22260-402320	5-GS93044
03/16/2015	782885	Rimrock Tire Inc	\$136.72	1500-21120-402320	5-GS93176
03/16/2015	782885	Rimrock Tire Inc	\$28.95	2110-31320-402320	5-92872
03/16/2015	782885	Rimrock Tire Inc	\$17.95	2110-31320-402320	5-92897
03/16/2015	782885	Rimrock Tire Inc	\$10.95	1500-22260-402320	5-92898
03/16/2015	782885	Rimrock Tire Inc	\$28.95	1500-22260-402320	5-92982
03/16/2015	782885	Rimrock Tire Inc	\$28.95	2110-31320-402320	5-92985
03/16/2015	782885	Rimrock Tire Inc	\$73.20	2110-31320-402320	5-93021
03/16/2015	782885	Rimrock Tire Inc	\$102.50	2110-31320-402320	5-93057
03/16/2015	782885	Rimrock Tire Inc	\$110.04	2110-31320-402320	5-93066
03/16/2015	782885	Rimrock Tire Inc	\$31.96	5120-85000-402390	NONSTOCKING ITEMS-P.U.D.
03/16/2015	782886	Routematch Software, Inc.	\$27,193.00	5710-71470-403630	Annual hosting fee and technical support fee for
03/16/2015	782897	Terryberry Company LLC	\$3,884.65	0100-17500-403365	Employee Service Award pins and watches
03/16/2015	782901	Tire-Rama	\$3,912.00	5410-31220-402390	recaps
03/16/2015	782901	Tire-Rama	\$539.00	5410-31220-402390	recaps
03/16/2015	782901	Tire-Rama	\$285.00	5410-31220-402390	alignment for truck 158
03/16/2015	782901	Tire-Rama	\$60.00	5410-31220-402390	tire repairs
03/16/2015	782901	Tire-Rama	\$249.95	5410-31230-402390	repair
03/16/2015	782901	Tire-Rama	\$3,260.00	5410-31220-402390	recaps
03/16/2015	782901	Tire-Rama	\$4,983.50	5410-31220-402390	recaps
03/16/2015	782901	Tire-Rama	\$18,192.64	5410-31230-402390	new tires for scraper at landfill
03/16/2015	782901	Tire-Rama	\$1,787.50	5410-31220-402390	recaps
03/16/2015	782901	Tire-Rama	\$100.00	5410-31230-402390	tire repairs
03/16/2015	782901	Tire-Rama	\$1,112.50	5410-31220-402390	recaps
03/16/2015	782901	Tire-Rama	\$3,431.60	5410-31220-402390	new steer tires
03/16/2015	782901	Tire-Rama	\$360.00	5410-31220-402390	tire repairs
03/16/2015	782901	Tire-Rama	\$302.00	5410-31220-402390	tire repairs
03/16/2015	782901	Tire-Rama	\$15.00	5410-31230-402390	tire repair
03/16/2015	782901	Tire-Rama	\$476.50	5410-31220-402390	recaps
03/16/2015	782901	Tire-Rama	\$3,912.00	5410-31230-402390	recaps
03/16/2015	782901	Tire-Rama	\$120.00	5410-31220-402390	tire repairs
03/16/2015	782901	Tire-Rama	\$300.00	5410-31220-402390	repairs
03/16/2015	782901	Tire-Rama	\$3,260.00	5410-31220-402390	recaps
03/16/2015	782901	Tire-Rama	\$1,047.00	5410-31220-402390	recaps
03/16/2015	782901	Tire-Rama	\$135.95	5410-31230-402390	repair at landfill
03/16/2015	782901	Tire-Rama	\$1,081.00	5410-31220-402390	tire recaps
03/16/2015	782901	Tire-Rama	\$59.95	5410-31220-402290	shop supplies
03/16/2015	782901	Tire-Rama	\$99.00	5410-31220-402320	shop supplies
03/16/2015	782901	Tire-Rama	\$200.00	5410-31220-402390	tire repairs
03/16/2015	782901	Tire-Rama	\$490.00	5410-31220-402390	repairs
03/16/2015	782901	Tire-Rama	\$240.00	5410-31220-402390	repairs
03/16/2015	782901	Tire-Rama	\$15.00	5410-31230-402390	If tire repair
03/16/2015	782901	Tire-Rama	\$2,139.50	5410-31220-402390	recaps
03/16/2015	782905	Town & Country Supply Association	\$7,793.60	6010-00000-141000	212394 PO NUM 297434
03/16/2015	782905	Town & Country Supply Association	\$8,219.93	6010-00000-141000	212402 PO NUM 297434
03/16/2015	782913	Verdin Company	\$2,865.00	5610-71120-402450	Invoice #1000936. Repairs to large wall clock in
03/16/2015	782914	Wastequip Manufacturing	\$27,500.00	5410-31220-404270	Front and rear loads for commercial collection
03/16/2015	782918	Yellowstone County Finance Dpt	\$751.81	5210-00000-229161	County lot agreement. 1/2 meter collection.
03/16/2015	782918	Yellowstone County Finance Dpt	\$8,700.00	1500-21110-403590	February 2015 Inmate Billing
03/16/2015	782920	Yellowstone County Sheriffs Office	\$3,606.50	7180-21600-407865	14-39230 Price, Rathbun.
03/16/2015	782920	Yellowstone County Sheriffs Office	\$1,031.00	7180-21600-407865	14-37553. Benjamin Huber.
03/16/2015	782920	Yellowstone County Sheriffs Office	\$130.00	7180-21600-407865	14-43982. Brandon Patrick Dalton-Jackson.
03/16/2015	782920	Yellowstone County Sheriffs Office	\$207.63	7180-21600-407865	14-44923. Joshua Helm.

Check Date	Check	Name	Amount	Account	Item Desc
03/16/2015	782920	Yellowstone County Sheriffs Office	\$2,000.50	7180-21600-407865	14-39015. Massey, Strobel, Wagner.
03/16/2015	782922	Yellowstone Valley Animal Shelter	\$22,146.92	1500-21700-403990	city contact 1-22-15 \ 2-21-15

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Payment of Claims March 23, 2015

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,210,783.51 have been audited and are presented for City Council payment approval. A complete listing of the claims dated March 23, 2015, 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

council memo 3-23-15

Check Date	Check	Name	Amount	Account	Item Desc
03/23/2015	782925	A & E Architects, PC	\$6,905.01	5030-00000-201100	WO 12-42 WTP Laboratory Renovation
03/23/2015	782927	Advanced Engineering and Environmental Services In	\$6,416.15	5020-72110-403590	Water & Wastewater Rate Study
03/23/2015	782927	Advanced Engineering and Environmental Services In	\$6,645.10	5120-82110-403590	Water & Wastewater Rate Study
03/23/2015	782934	American Title & Escrow	\$25,100.00	2900-65550-407275	REHAB-LIVENGOOD-3105 S 32ND STREET-
03/23/2015	782935	American Title & Escrow	\$10,000.00	2830-65810-407277	FTHB Colton Qualman 543 Yellowtone
03/23/2015	782937	Amerigreen Technology Inc	\$9,947.50	8730-51990-402920	Paying 50% down. The burrow Blocker is a
03/23/2015	782945	Billings Bench Water Assn	\$7,798.50	0100-51120-403420	Water rental.
03/23/2015	782945	Billings Bench Water Assn	\$2,586.00	0100-51120-403420	28995-water assessments
03/23/2015	782945	Billings Bench Water Assn	\$26.92	0100-51120-403420	7724-finance charge for late fee
03/23/2015	782945	Billings Bench Water Assn	\$210.00	0100-51120-403420	28997- assessments 2015
03/23/2015	782945	Billings Bench Water Assn	\$11.00	0100-51120-403420	7724-finance charge for past due
03/23/2015	782946	Billings Depot Inc	\$5,366.67	6600-31100-405310	Rent
03/23/2015	782946	Billings Depot Inc	\$8,050.00	6700-31410-405310	Rent
03/23/2015	782948	Billings Industrial Revitalization District Inc	\$36,000.00	2010-15070-407946	FY15 4th Qtr BIRD TIF Management
03/23/2015	782949	Billings Machine & Welding Shop Inc.	\$6,151.60	8730-51990-403670	Pump repairs for Castle Rock Park.
03/23/2015	782952	Black Box Network Services	\$18,243.39	6060-19310-403582	Semi-Annual Telephone Equipment Maintenance 03/01/2015-08/31/2015
03/23/2015	782952	Black Box Network Services	\$1,386.50	6060-19310-403582	Semi-Annual Telephone Equipment Maintenance 03/01/2015-08/31/2015 (Library)
03/23/2015	782956	Border States Electric	\$1,348.50	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
03/23/2015	782956	Border States Electric	\$1,069.32	5020-00000-141000	ELECTRICAL FOR WTP & WWTP PO NUM
03/23/2015	782956	Border States Electric	\$3,429.95	5020-74000-403660	Calibration
03/23/2015	782956	Border States Electric	\$47.00	5120-84300-402360	Plug for electrical box
03/23/2015	782956	Border States Electric	\$3,088.50	5020-74000-402360	UPS - Chapple and Voelker
03/23/2015	782956	Border States Electric	\$7,357.60	5020-74000-403553	Tech Connect 2015 Annual Maintenance
03/23/2015	782956	Border States Electric	\$7,357.59	5120-84000-403553	Tech Connect 2015 Annual Maintenance
03/23/2015	782956	Border States Electric	\$24,825.00	5020-74000-403660	WTP and WWTP graphical HMI application
03/23/2015	782956	Border States Electric	\$24,825.00	5120-84000-403660	WTP and WWTP graphical HMI application
03/23/2015	782957	Bradford Roof Management, Inc.	\$2,586.38	6500-15660-403660	Inv. 2014-361
03/23/2015	782958	Brockwhite Company Llc	\$4,471.44	5610-71130-403650	Invoice #12514718-00. 2 pallets of crackseal
03/23/2015	782967	Cellebrite USA Corp	\$3,098.99	2510-21870-403560	UFED Touch Ultimate Software Renewal, Serial
03/23/2015	782973	Community Seven	\$18,802.00	0100-00000-229150	Peg fees - 4th Qtr 2014
03/23/2015	782980	Data Imaging System, Inc.	\$4,880.50	2090-44510-403590	I15-018406 2009 Commercial plans, final
03/23/2015	782981	DataProse LLC	\$8,095.86	5020-73110-403110	Monthly statement billing and postage
03/23/2015	782981	DataProse LLC	\$2,553.67	5020-73110-403111	Monthly statement billing and postage
03/23/2015	782981	DataProse LLC	\$5,397.24	5120-83110-403110	Monthly statement billing and postage
03/23/2015	782981	DataProse LLC	\$1,702.45	5120-83110-403111	Monthly statement billing and postage
03/23/2015	782984	Deq Support Services Bureau	\$900.00	5120-82110-403495	MTR000459-WPB No - 269860
03/23/2015	782984	Deq Support Services Bureau	\$35,325.00	5120-82110-403495	MT0022586-WPB No-269258
03/23/2015	782985	Dex Media West	\$192.00	1500-21110-403450	DEX Billing Police
03/23/2015	782985	Dex Media West	\$1,812.00	2600-55120-403450	DEX Billing Library
03/23/2015	782985	Dex Media West	\$1,020.00	5710-71460-403370	DEX Billing MET
03/23/2015	782985	Dex Media West	\$222.00	0100-51210-403450	DEX Billing Recreation Division
03/23/2015	782985	Dex Media West	\$444.00	5410-31210-403450	DEX Billing Solid Waste
03/23/2015	782985	Dex Media West	\$192.00	0100-51100-403450	DEX Billing Parks
03/23/2015	782985	Dex Media West	\$192.00	5610-71100-403450	DEX Billing Airport
03/23/2015	782987	DLT Solutions LLC	\$11,101.84	6700-31410-403660	Autodesk AutoCAD Civil 3D 2015 3 year contract
03/23/2015	782989	Dxp/Strategic Supply Inc	\$1,945.40	1500-22290-402290	SCBA REPAIR PARTS: FILTERS, O-RINGS,
03/23/2015	782989	Dxp/Strategic Supply Inc	\$3,337.95	1500-22240-402260	SCOAV 200077-10: REGULATORS FOR NEW
03/23/2015	782989	Dxp/Strategic Supply Inc	\$9.19	1500-22210-403110	SHIPPING
03/23/2015	782991	Ed Bartlett, LLC	\$5,900.00	0100-14110-403950	Lobbyist Contract March 2015
03/23/2015	782992	Epcon Sign Company	\$3,000.00	2030-15130-409224	18085-000 - signs for the Empire Garage
03/23/2015	782998	First Montana Title Co	\$15,000.00	2830-65810-407277	FTHB Dawn Keele 912 South 29th
03/23/2015	782999	Frontier Fence	\$3,214.65	5120-83140-403660	Move fence along river due to erosion of river bank
03/23/2015	782999	Frontier Fence	\$1,071.55	5120-83140-403660	Move fence along river due to erosion of river bank
03/23/2015	783002	Galles Filter Service	\$161.46	5410-31230-402320	misc shop landfill
03/23/2015	783002	Galles Filter Service	\$5.70	5410-31220-402320	326892
03/23/2015	783002	Galles Filter Service	\$2.74	2400-43010-402320	326966
03/23/2015	783002	Galles Filter Service	\$99.55	5020-75000-402320	326966
03/23/2015	783002	Galles Filter Service	\$238.33	5410-31230-402320	misc supplies lf
03/23/2015	783002	Galles Filter Service	\$1.81	5710-71440-402320	325464
03/23/2015	783002	Galles Filter Service	\$27.35	2110-31320-402320	325517
03/23/2015	783002	Galles Filter Service	\$46.72	5410-31220-402320	325814
03/23/2015	783002	Galles Filter Service	\$8.66	0100-51120-402320	325968
03/23/2015	783002	Galles Filter Service	\$72.30	2110-31320-402320	326000
03/23/2015	783002	Galles Filter Service	\$83.21	5710-71440-402320	326399
03/23/2015	783002	Galles Filter Service	\$8.01	2110-31320-402320	326543
03/23/2015	783002	Galles Filter Service	\$12.78	1500-21120-402320	326544
03/23/2015	783002	Galles Filter Service	\$53.60	5710-71440-402320	326823
03/23/2015	783002	Galles Filter Service	\$1.81	5710-71440-402320	326823
03/23/2015	783002	Galles Filter Service	\$62.75	2110-31320-402320	326852
03/23/2015	783002	Galles Filter Service	\$407.33	5410-31230-402320	misc supplies landfill
03/23/2015	783002	Galles Filter Service	\$852.43	5410-31230-402320	misc parts for landfill
03/23/2015	783002	Galles Filter Service	\$104.58	6010-00000-141714	325464 PO NUM 297033
03/23/2015	783002	Galles Filter Service	\$403.27	6010-00000-141000	325465 PO NUM 297033
03/23/2015	783002	Galles Filter Service	\$350.92	6010-00000-141000	325656 PO NUM 297033
03/23/2015	783002	Galles Filter Service	\$269.58	6010-00000-141714	325918 PO NUM 297033

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03/23/2015	783002	Galles Filter Service	\$305.33	6010-00000-141000	325924 PO NUM 297033
03/23/2015	783002	Galles Filter Service	-\$69.86	6010-00000-141000	325953 PO NUM 297033
03/23/2015	783002	Galles Filter Service	\$324.62	6010-00000-141000	326098 PO NUM 297033
03/23/2015	783002	Galles Filter Service	\$138.39	6010-00000-141000	326386 PO NUM 297033
03/23/2015	783002	Galles Filter Service	\$13.03	6010-00000-141714	326399 PO NUM 297033
03/23/2015	783002	Galles Filter Service	\$195.76	6010-00000-141000	326541 PO NUM 297033
03/23/2015	783002	Galles Filter Service	\$149.96	6010-00000-141714	326823 PO NUM 297033
03/23/2015	783002	Galles Filter Service	\$141.59	6010-00000-141000	326852 PO NUM 297033
03/23/2015	783002	Galles Filter Service	\$94.96	6010-00000-141000	326995 PO NUM 297033
03/23/2015	783002	Galles Filter Service	\$12.34	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
03/23/2015	783002	Galles Filter Service	-\$40.76	5710-71440-402320	325917
03/23/2015	783004	Gillig Corporation	\$15.94	5710-71440-402320	40091371
03/23/2015	783004	Gillig Corporation	\$104.58	5710-71440-402320	40091371
03/23/2015	783004	Gillig Corporation	\$2,550.36	6010-00000-141714	40083088 PO NUM 297485
03/23/2015	783004	Gillig Corporation	\$1,420.96	6010-00000-141714	40084511 PO NUM 297485
03/23/2015	783004	Gillig Corporation	\$313.02	6010-00000-141714	40084950 PO NUM 297485
03/23/2015	783004	Gillig Corporation	\$322.60	6010-00000-141714	40092266 PO NUM 297485
03/23/2015	783004	Gillig Corporation	\$9,476.46	6010-00000-141714	40092267 PO NUM 297485
03/23/2015	783004	Gillig Corporation	\$75.24	6010-00000-141714	40092610 PO NUM 297485
03/23/2015	783004	Gillig Corporation	\$180.36	5710-71440-402320	40084950
03/23/2015	783004	Gillig Corporation	\$67.60	5710-71440-402320	40092265
03/23/2015	783004	Gillig Corporation	\$1,676.40	5710-71440-402320	40093004
03/23/2015	783009	Granite Peak Pump Service Inc	\$3,756.17	8730-51990-403670	Pump filter parts.
03/23/2015	783011	Great West Engineering, Inc	\$25,182.60	5440-31230-409390	WO 12-29 Solid Waste Management Amend#2
03/23/2015	783015	HDR, Inc.	\$1,109.61	5030-74910-409390	WO 15-21 Logan Reservoir/Pump Station
03/23/2015	783015	HDR, Inc.	\$425.49	5030-74910-409390	WO 12-44 WTP High Srvc Pump H2-3; CO#1
03/23/2015	783015	HDR, Inc.	\$8,035.38	5030-74910-409390	WO 12-43 WTP Backup Power Phase III; CO#1
03/23/2015	783017	Iaff	\$4,640.90	9000-00000-209920	Payroll Summary
03/23/2015	783018	ICOR Technology Inc	\$15,115.00	2580-21320-409490	Attachments for existing ICOR wireless bomb
03/23/2015	783032	Kimley-Horn and Associates	\$5,902.00	5210-15210-403590	Downtown Parking Strategic Plan
03/23/2015	783032	Kimley-Horn and Associates	\$2,213.25	5210-15210-403590	Downtown Parking Strategic Plan
03/23/2015	783035	Kois Brothers Equipment Co	\$764.50	5410-31220-402320	103073
03/23/2015	783035	Kois Brothers Equipment Co	\$14.48	5410-31220-402320	103073
03/23/2015	783035	Kois Brothers Equipment Co	\$175.50	6010-00000-141000	102905 PO NUM 297034
03/23/2015	783035	Kois Brothers Equipment Co	\$35.17	5410-31220-402320	102917
03/23/2015	783035	Kois Brothers Equipment Co	\$12.20	5410-31220-402320	102917
03/23/2015	783035	Kois Brothers Equipment Co	\$1,198.52	5410-31220-402320	102920
03/23/2015	783035	Kois Brothers Equipment Co	\$33.31	5410-31220-402320	102920
03/23/2015	783035	Kois Brothers Equipment Co	\$762.00	5410-31220-402320	103164
03/23/2015	783041	Leigh Fisher Associates	\$13,920.00	5610-71100-403540	Amendment 1 - Terminal & Land Use Planning
03/23/2015	783043	LSC Transportation Consultants, Inc.	\$8,207.81	5710-71410-407335	General Transit Planning and Development
03/23/2015	783052	Miller Trois LLC	\$1,801.00	0100-43210-405311	I15-019109 Planning & Community Services April
03/23/2015	783052	Miller Trois LLC	\$5,910.00	2090-44510-405311	I15-019109 Planning & Community Services April
03/23/2015	783052	Miller Trois LLC	\$3,919.00	2400-43010-405311	I15-019109 Planning & Community Services April
03/23/2015	783052	Miller Trois LLC	\$3,848.00	2740-67800-405310	I15-019109 Planning & Community Services April
03/23/2015	783052	Miller Trois LLC	\$801.00	2900-65010-405310	I15-019109 Planning & Community Services April
03/23/2015	783054	Montana State Fireman's Assoc	\$4,760.29	9000-00000-209926	Payroll Summary
03/23/2015	783059	Montana State Fireman's Assoc	\$3,440.71	9000-00000-209924	Payroll Summary
03/23/2015	783064	Morrison Maierle Inc	\$40,337.46	8400-31840-409310	WO 12-31 East End Industrial Storm Drain
03/23/2015	783067	Napa Auto Parts	\$1,572.94	6010-00000-141714	603350 PO NUM 297483
03/23/2015	783067	Napa Auto Parts	\$219.23	6010-00000-141714	603631 PO NUM 297483
03/23/2015	783067	Napa Auto Parts	\$32.88	6010-00000-141000	600515 PO NUM 297484
03/23/2015	783067	Napa Auto Parts	\$323.71	6010-00000-141000	600515 PO NUM 297484
03/23/2015	783067	Napa Auto Parts	\$403.58	6010-00000-141000	600709 PO NUM 297484
03/23/2015	783067	Napa Auto Parts	\$9.20	6010-00000-141000	601177 PO NUM 297484
03/23/2015	783067	Napa Auto Parts	\$136.80	6010-00000-141000	601222 PO NUM 297484
03/23/2015	783067	Napa Auto Parts	\$22.96	6010-00000-141000	602071 PO NUM 297484
03/23/2015	783067	Napa Auto Parts	\$40.26	6010-00000-141000	602667 PO NUM 297484
03/23/2015	783067	Napa Auto Parts	\$150.88	6010-00000-141000	602970 PO NUM 297484
03/23/2015	783067	Napa Auto Parts	\$8.40	6010-00000-141000	603134 PO NUM 297484
03/23/2015	783067	Napa Auto Parts	\$8.91	6010-00000-141000	603259 PO NUM 297484
03/23/2015	783067	Napa Auto Parts	\$11.90	6010-00000-141000	603346 PO NUM 297484
03/23/2015	783067	Napa Auto Parts	\$185.43	5710-71440-402320	603350
03/23/2015	783067	Napa Auto Parts	-\$185.43	5710-71440-402320	603435
03/23/2015	783067	Napa Auto Parts	\$131.73	2110-31320-402320	600841
03/23/2015	783067	Napa Auto Parts	\$85.97	1500-22260-402320	600924
03/23/2015	783067	Napa Auto Parts	\$55.46	2110-31320-402320	601016
03/23/2015	783067	Napa Auto Parts	\$35.36	2110-31320-402320	601017
03/23/2015	783067	Napa Auto Parts	\$21.25	1500-21120-402320	601041
03/23/2015	783067	Napa Auto Parts	\$1.08	6010-15530-402650	601138
03/23/2015	783067	Napa Auto Parts	\$21.87	1500-21720-402320	601583
03/23/2015	783067	Napa Auto Parts	\$134.28	1500-21120-402320	601748
03/23/2015	783067	Napa Auto Parts	\$44.40	5410-31220-402320	602057
03/23/2015	783067	Napa Auto Parts	\$5.49	1500-21120-402320	602071
03/23/2015	783067	Napa Auto Parts	\$19.07	6010-15530-402650	602071
03/23/2015	783067	Napa Auto Parts	\$65.16	5020-75000-402320	602314
03/23/2015	783067	Napa Auto Parts	\$128.40	5020-75000-402320	602324

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03/23/2015	783067	Napa Auto Parts	\$12.73	2090-44520-402320	602726
03/23/2015	783067	Napa Auto Parts	\$53.74	5410-31220-402320	602729
03/23/2015	783067	Napa Auto Parts	\$12.04	0100-51120-402320	602933
03/23/2015	783067	Napa Auto Parts	\$10.02	1500-21720-402320	602933
03/23/2015	783067	Napa Auto Parts	\$50.10	5410-31220-402320	602933
03/23/2015	783067	Napa Auto Parts	\$12.04	6010-15530-402650	602933
03/23/2015	783067	Napa Auto Parts	\$11.99	6010-15530-402650	603163
03/23/2015	783067	Napa Auto Parts	\$7.40	6500-15650-402320	603163
03/23/2015	783067	Napa Auto Parts	\$21.25	1500-21120-402320	603259
03/23/2015	783067	Napa Auto Parts	\$252.52	1500-21120-402320	603560
03/23/2015	783067	Napa Auto Parts	\$46.64	6010-15530-402650	603562
03/23/2015	783067	Napa Auto Parts	\$17.00	6010-00000-141000	597989 PO NUM 297457
03/23/2015	783067	Napa Auto Parts	\$12.90	6010-00000-141000	598014 PO NUM 297457
03/23/2015	783067	Napa Auto Parts	\$67.65	6010-00000-141000	598229 PO NUM 297457
03/23/2015	783067	Napa Auto Parts	\$4.54	6010-00000-141000	598379 PO NUM 297457
03/23/2015	783067	Napa Auto Parts	\$9.12	1500-21120-402320	597989
03/23/2015	783067	Napa Auto Parts	\$21.25	1500-21120-402320	598025
03/23/2015	783067	Napa Auto Parts	\$54.91	5210-15230-402320	598100
03/23/2015	783067	Napa Auto Parts	\$55.61	5210-15230-402320	598184
03/23/2015	783067	Napa Auto Parts	\$146.84	1500-21120-402320	598236
03/23/2015	783067	Napa Auto Parts	\$23.08	0100-51120-402320	598336
03/23/2015	783067	Napa Auto Parts	\$4.87	1500-22260-402320	598379
03/23/2015	783067	Napa Auto Parts	\$44.61	2110-31320-402320	598510
03/23/2015	783067	Napa Auto Parts	\$342.38	5210-15230-402320	598686
03/23/2015	783067	Napa Auto Parts	\$112.85	1500-22260-402320	599038
03/23/2015	783067	Napa Auto Parts	\$30.84	1500-21120-402320	031115
03/23/2015	783067	Napa Auto Parts	\$177.53	0100-51120-402320	599302
03/23/2015	783067	Napa Auto Parts	\$19.65	2110-31320-402320	599548
03/23/2015	783067	Napa Auto Parts	\$27.87	2110-31320-402320	599574
03/23/2015	783067	Napa Auto Parts	\$25.12	1500-22260-402320	600181
03/23/2015	783067	Napa Auto Parts	\$239.76	5210-15230-402320	600405
03/23/2015	783067	Napa Auto Parts	\$28.91	0100-51120-402320	600678
03/23/2015	783067	Napa Auto Parts	-\$27.87	2110-31320-402320	600874
03/23/2015	783068	Network Information Systems	\$2,531.00	0100-51410-402450	Cemetery Security Camera
03/23/2015	783071	Northwest Pipe Fittings	\$343.23	5020-74000-402450	Threaded ball check valve
03/23/2015	783071	Northwest Pipe Fittings	\$316.49	5020-74000-402450	Socket ball check valve
03/23/2015	783071	Northwest Pipe Fittings	\$16,340.40	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
03/23/2015	783071	Northwest Pipe Fittings	\$510.00	5020-74000-402450	Filters
03/23/2015	783071	Northwest Pipe Fittings	\$9,875.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
03/23/2015	783071	Northwest Pipe Fittings	\$28.32	5120-84000-402450	Ring and full face gaskets
03/23/2015	783071	Northwest Pipe Fittings	\$9,875.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
03/23/2015	783071	Northwest Pipe Fittings	\$8,967.30	5020-73120-402380	Gateway collectors
03/23/2015	783071	Northwest Pipe Fittings	\$434.16	5120-84000-402450	Green gaskets
03/23/2015	783071	Northwest Pipe Fittings	\$14,448.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
03/23/2015	783071	Northwest Pipe Fittings	\$10,410.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
03/23/2015	783071	Northwest Pipe Fittings	\$9,875.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
03/23/2015	783071	Northwest Pipe Fittings	\$12,140.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
03/23/2015	783071	Northwest Pipe Fittings	\$9,875.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
03/23/2015	783071	Northwest Pipe Fittings	\$28.80	5020-74000-402450	PVC adapter
03/23/2015	783071	Northwest Pipe Fittings	\$28.79	5020-74000-402450	PSI Gauge
03/23/2015	783071	Northwest Pipe Fittings	\$17.26	5120-84000-402450	P-trap
03/23/2015	783071	Northwest Pipe Fittings	\$583.78	5120-84000-402450	Water cooler
03/23/2015	783071	Northwest Pipe Fittings	\$3,438.30	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
03/23/2015	783071	Northwest Pipe Fittings	\$9,875.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
03/23/2015	783071	Northwest Pipe Fittings	\$347.86	5020-74000-402450	Filter bldg potable water parts
03/23/2015	783071	Northwest Pipe Fittings	\$836.54	5020-74000-402450	Plumbing parts
03/23/2015	783072	NorthWestern Energy	\$12,486.22	2110-31320-403410	Signal Bills
03/23/2015	783072	NorthWestern Energy	\$503.51	8100-31830-403410	SILMD 008 ACCT# 0712544-6
03/23/2015	783072	NorthWestern Energy	\$513.77	8100-31830-403410	SILMD 009 ACCT# 0712545-3
03/23/2015	783072	NorthWestern Energy	\$1,418.53	8100-31830-403410	SILMD 010 ACCT# 0712546-1
03/23/2015	783072	NorthWestern Energy	\$4,414.46	8100-31830-403410	SILMD 013 ACCT# 0721276-4
03/23/2015	783072	NorthWestern Energy	\$2,157.62	8100-31830-403410	SILMD 014 ACCT# 0721277-2
03/23/2015	783072	NorthWestern Energy	\$1,224.31	8100-31830-403410	SILMD 017 ACCT# 0712553-7
03/23/2015	783072	NorthWestern Energy	\$93.48	8100-31830-403410	SILMD 018 ACCT# 0712554-5
03/23/2015	783072	NorthWestern Energy	\$499.44	8100-31830-403410	SILMD 095 ACCT# 0712556-0
03/23/2015	783072	NorthWestern Energy	\$13,427.34	8100-31830-403410	SILMD 097 ACCT# 0712557-8
03/23/2015	783072	NorthWestern Energy	\$1,657.83	8100-31830-403410	SILMD 099 ACCT# 0712558-6
03/23/2015	783072	NorthWestern Energy	\$2,698.75	8100-31830-403410	SILMD 100 ACCT# 0712559-4
03/23/2015	783072	NorthWestern Energy	\$1,719.93	8100-31830-403410	SILMD 107 ACCT# 0712560-2
03/23/2015	783072	NorthWestern Energy	\$4,313.49	8100-31830-403410	SILMD 109 ACCT# 0712561-0
03/23/2015	783072	NorthWestern Energy	\$192.00	8100-31830-403410	SILMD 113 ACCT# 0712562-8
03/23/2015	783072	NorthWestern Energy	\$928.23	8100-31830-403410	SILMD 114 ACCT# 0712563-6
03/23/2015	783072	NorthWestern Energy	\$218.41	8100-31830-403410	SILMD 115 ACCT# 0712564-4
03/23/2015	783072	NorthWestern Energy	\$573.30	8100-31830-403410	SILMD 116 ACCT# 0712565-1
03/23/2015	783072	NorthWestern Energy	\$3,173.16	8100-31830-403410	SILMD 117 ACCT# 0712566-9
03/23/2015	783072	NorthWestern Energy	\$233.52	8100-31830-403410	SILMD 118 ACCT# 0712567-7
03/23/2015	783072	NorthWestern Energy	\$155.36	8100-31830-403410	SILMD 119 ACCT# 0712568-5

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03/23/2015	783072	NorthWestern Energy	\$2,457.04	8100-31830-403410	SILMD 121 ACCT# 0712570-1
03/23/2015	783072	NorthWestern Energy	\$187.21	8100-31830-403410	SILMD 122 ACCT# 0712571-9
03/23/2015	783072	NorthWestern Energy	\$327.60	8100-31830-403410	SILMD 123 ACCT# 0712572-7
03/23/2015	783072	NorthWestern Energy	\$955.51	8100-31830-403410	SILMD 124 ACCT# 0712573-5
03/23/2015	783072	NorthWestern Energy	\$382.20	8100-31830-403410	SILMD 125 ACCT# 0712574-3
03/23/2015	783072	NorthWestern Energy	\$191.11	8100-31830-403410	SILMD 126 ACCT# 0712575-0
03/23/2015	783072	NorthWestern Energy	\$702.02	8100-31830-403410	SILMD 127 ACCT# 0712576-8
03/23/2015	783072	NorthWestern Energy	\$491.40	8100-31830-403410	SILMD 128 ACCT# 0712577-6
03/23/2015	783072	NorthWestern Energy	\$327.60	8100-31830-403410	SILMD 129 ACCT# 0712578-4
03/23/2015	783072	NorthWestern Energy	\$125.10	8100-31830-403410	SILMD 130 ACCT# 0712579-2
03/23/2015	783072	NorthWestern Energy	\$846.32	8100-31830-403410	SILMD 131 ACCT# 0712580-0
03/23/2015	783072	NorthWestern Energy	\$232.31	8100-31830-403410	SILMD 133 ACCT# 0712581-8
03/23/2015	783072	NorthWestern Energy	\$536.13	8100-31830-403410	SILMD 134 ACCT# 0712582-6
03/23/2015	783072	NorthWestern Energy	\$514.81	8100-31830-403410	SILMD 135 ACCT# 0712583-4
03/23/2015	783072	NorthWestern Energy	\$454.68	8100-31830-403410	SILMD 136 ACCT# 0712584-2
03/23/2015	783072	NorthWestern Energy	\$377.86	8100-31830-403410	SILMD 137 ACCT# 0712585-9
03/23/2015	783072	NorthWestern Energy	\$737.11	8100-31830-403410	SILMD 138 ACCT# 0712586-7
03/23/2015	783072	NorthWestern Energy	\$245.72	8100-31830-403410	SILMD 139 ACCT# 0712587-5
03/23/2015	783072	NorthWestern Energy	\$567.44	8100-31830-403410	SILMD 143 ACCT# 0712588-3
03/23/2015	783072	NorthWestern Energy	\$27.03	8100-31830-403410	SILMD 144 ACCT# 0712589-1
03/23/2015	783072	NorthWestern Energy	\$468.01	8100-31830-403410	SILMD 145 ACCT# 0712590-9
03/23/2015	783072	NorthWestern Energy	\$354.90	8100-31830-403410	SILMD 146 ACCT# 0712591-7
03/23/2015	783072	NorthWestern Energy	\$465.57	8100-31830-403410	SILMD 147 ACCT# 0712592-5
03/23/2015	783072	NorthWestern Energy	\$1,543.92	8100-31830-403410	SILMD 149 ACCT# 0712593-3
03/23/2015	783072	NorthWestern Energy	\$748.82	8100-31830-403410	SILMD 150 ACCT# 0712594-1
03/23/2015	783072	NorthWestern Energy	\$627.91	8100-31830-403410	SILMD 151 ACCT# 0712595-8
03/23/2015	783072	NorthWestern Energy	\$4,275.83	8100-31830-403410	SILMD 152 ACCT# 0712596-6
03/23/2015	783072	NorthWestern Energy	\$538.21	8100-31830-403410	SILMD 153 ACCT# 0712597-4
03/23/2015	783072	NorthWestern Energy	\$1,216.84	8100-31830-403410	SILMD 154 ACCT# 0712598-2
03/23/2015	783072	NorthWestern Energy	\$491.40	8100-31830-403410	SILMD 155 ACCT# 0712599-0
03/23/2015	783072	NorthWestern Energy	\$912.62	8100-31830-403410	SILMD 157 ACCT# 0712600-6
03/23/2015	783072	NorthWestern Energy	\$791.72	8100-31830-403410	SILMD 158 ACCT# 0712601-4
03/23/2015	783072	NorthWestern Energy	\$1,103.06	8100-31830-403410	SILMD 159 ACCT# 0712602-2
03/23/2015	783072	NorthWestern Energy	\$709.81	8100-31830-403410	SILMD 160 ACCT# 0712603-0
03/23/2015	783072	NorthWestern Energy	\$1,053.02	8100-31830-403410	SILMD 161 ACCT# 0712604-8
03/23/2015	783072	NorthWestern Energy	\$61.96	8100-31830-403410	SILMD 162 ACCT# 0712605-5
03/23/2015	783072	NorthWestern Energy	\$702.76	8100-31830-403410	SILMD 163 ACCT# 0712606-3
03/23/2015	783072	NorthWestern Energy	\$374.40	8100-31830-403410	SILMD 164 ACCT# 0712607-1
03/23/2015	783072	NorthWestern Energy	\$873.62	8100-31830-403410	SILMD 165 ACCT# 0712608-9
03/23/2015	783072	NorthWestern Energy	\$234.00	8100-31830-403410	SILMD 167 ACCT# 0712609-7
03/23/2015	783072	NorthWestern Energy	\$561.60	8100-31830-403410	SILMD 171 ACCT# 0712610-5
03/23/2015	783072	NorthWestern Energy	\$536.12	8100-31830-403410	SILMD 172 ACCT# 0712611-3
03/23/2015	783072	NorthWestern Energy	\$1,170.03	8100-31830-403410	SILMD 173 ACCT# 0712612-1
03/23/2015	783072	NorthWestern Energy	\$982.82	8100-31830-403410	SILMD 174 ACCT# 0712613-9
03/23/2015	783072	NorthWestern Energy	\$327.60	8100-31830-403410	SILMD 175 ACCT# 0712614-7
03/23/2015	783072	NorthWestern Energy	\$44.25	8100-31830-403410	SILMD 176 ACCT# 0712615-4
03/23/2015	783072	NorthWestern Energy	\$257.42	8100-31830-403410	SILMD 178 ACCT# 0712616-2
03/23/2015	783072	NorthWestern Energy	\$514.81	8100-31830-403410	SILMD 179 ACCT# 0712617-0
03/23/2015	783072	NorthWestern Energy	\$351.00	8100-31830-403410	SILMD 180 ACCT# 0712618-8
03/23/2015	783072	NorthWestern Energy	\$1,665.33	8100-31830-403410	SILMD 181 ACCT# 0712619-6
03/23/2015	783072	NorthWestern Energy	\$585.01	8100-31830-403410	SILMD 182 ACCT# 0712620-4
03/23/2015	783072	NorthWestern Energy	\$1,170.03	8100-31830-403410	SILMD 183 ACCT# 0712621-2
03/23/2015	783072	NorthWestern Energy	\$374.40	8100-31830-403410	SILMD 184 ACCT# 0712622-0
03/23/2015	783072	NorthWestern Energy	\$140.40	8100-31830-403410	SILMD 185 ACCT# 0712623-8
03/23/2015	783072	NorthWestern Energy	\$657.38	8100-31830-403410	SILMD 186 ACCT# 0712624-6
03/23/2015	783072	NorthWestern Energy	\$234.00	8100-31830-403410	SILMD 187 ACCT# 0712625-3
03/23/2015	783072	NorthWestern Energy	\$280.80	8100-31830-403410	SILMD 188 ACCT# 0712626-1
03/23/2015	783072	NorthWestern Energy	\$234.00	8100-31830-403410	SILMD 189 ACCT# 0712627-9
03/23/2015	783072	NorthWestern Energy	\$1,216.84	8100-31830-403410	SILMD 190 ACCT# 0712628-7
03/23/2015	783072	NorthWestern Energy	\$418.14	8100-31830-403410	SILMD 191 ACCT# 0712629-5
03/23/2015	783072	NorthWestern Energy	\$304.20	8100-31830-403410	SILMD 192 ACCT# 0712630-3
03/23/2015	783072	NorthWestern Energy	\$748.82	8100-31830-403410	SILMD 193 ACCT# 0712631-1
03/23/2015	783072	NorthWestern Energy	\$272.04	8100-31830-403410	SILMD 194 ACCT# 0712632-9
03/23/2015	783072	NorthWestern Energy	\$226.69	8100-31830-403410	SILMD 195 ACCT# 0712633-7
03/23/2015	783072	NorthWestern Energy	\$72.60	8100-31830-403410	SILMD 196 ACCT# 0712634-5
03/23/2015	783072	NorthWestern Energy	\$72.60	8100-31830-403410	SILMD 197 ACCT# 0712635-2
03/23/2015	783072	NorthWestern Energy	\$117.00	8100-31830-403410	SILMD 198 ACCT# 0712636-0
03/23/2015	783072	NorthWestern Energy	\$77.44	8100-31830-403410	SILMD 200 ACCT# 0712637-8
03/23/2015	783072	NorthWestern Energy	\$491.40	8100-31830-403410	SILMD 201 ACCT# 0712638-6
03/23/2015	783072	NorthWestern Energy	\$837.56	8100-31830-403410	SILMD 202 INV# 0712639-4
03/23/2015	783072	NorthWestern Energy	\$19.36	8100-31830-403410	SILMD 203 ACCT# 0712640-2
03/23/2015	783072	NorthWestern Energy	\$309.85	8100-31830-403410	SILMD 204 ACCT# 0712641-0
03/23/2015	783072	NorthWestern Energy	\$35.40	8100-31830-403410	SILMD 205 ACCT# 0712642-8
03/23/2015	783072	NorthWestern Energy	\$327.60	8100-31830-403410	SILMD 206 ACCT# 0712643-6
03/23/2015	783072	NorthWestern Energy	\$374.40	8100-31830-403410	SILMD 207 ACCT# 0712644-4
03/23/2015	783072	NorthWestern Energy	\$276.64	8100-31830-403410	SILMD 208 ACCT# 0712645-1
03/23/2015	783072	NorthWestern Energy	\$538.21	8100-31830-403410	SILMD 209 ACCT# 0712646-9

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03/23/2015	783072	NorthWestern Energy	\$87.12	8100-31830-403410	SILMD 210 ACCT# 0712647-7
03/23/2015	783072	NorthWestern Energy	\$48.40	8100-31830-403410	SILMD 211 ACCT# 0712648-5
03/23/2015	783072	NorthWestern Energy	\$48.40	8100-31830-403410	SILMD 212 ACCT# 0712649-3
03/23/2015	783072	NorthWestern Energy	\$29.04	8100-31830-403410	SILMD 213 ACCT# 0712650-1
03/23/2015	783072	NorthWestern Energy	\$474.17	8100-31830-403410	SILMD 214 ACCT# 0712651-9
03/23/2015	783072	NorthWestern Energy	\$140.40	8100-31830-403410	SILMD 216 ACCT# 0712652-7
03/23/2015	783072	NorthWestern Energy	\$404.53	8100-31830-403410	SILMD 217 ACCT# 0712653-5
03/23/2015	783072	NorthWestern Energy	\$230.61	8100-31830-403410	SILMD 220 ACCT# 0712654-3
03/23/2015	783072	NorthWestern Energy	\$8.86	8100-31830-403410	SILMD 221 ACCT# 0712655-0
03/23/2015	783072	NorthWestern Energy	\$76.64	8100-31830-403410	SILMD 222 ACCT# 0712656-8
03/23/2015	783072	NorthWestern Energy	\$116.16	8100-31830-403410	SILMD 223 ACCT# 0712657-6
03/23/2015	783072	NorthWestern Energy	\$1,863.31	8100-31830-403410	SILMD 224 ACCT# 0712658-4
03/23/2015	783072	NorthWestern Energy	\$398.60	8100-31830-403410	SILMD 225 ACCT# 0712659-2
03/23/2015	783072	NorthWestern Energy	\$312.60	8100-31830-403410	SILMD 226 ACCT# 0712660-0
03/23/2015	783072	NorthWestern Energy	\$632.32	8100-31830-403410	SILMD 227 ACCT# 0712661-8
03/23/2015	783072	NorthWestern Energy	\$791.72	8100-31830-403410	SILMD 228 ACCT# 0712662-6
03/23/2015	783072	NorthWestern Energy	\$409.50	8100-31830-403410	SILMD 229 ACCT# 0712663-4
03/23/2015	783072	NorthWestern Energy	\$955.54	8100-31830-403410	SILMD 230 ACCT# 0712664-2
03/23/2015	783072	NorthWestern Energy	\$573.30	8100-31830-403410	SILMD 231 ACCT# 0712665-9
03/23/2015	783072	NorthWestern Energy	\$2,484.35	8100-31830-403410	SILMD 232 ACCT# 0712666-7
03/23/2015	783072	NorthWestern Energy	\$847.71	8100-31830-403410	SILMD 233 ACCT# 0712667-5
03/23/2015	783072	NorthWestern Energy	\$500.76	8100-31830-403410	SILMD 234 ACCT# 0712668-3
03/23/2015	783072	NorthWestern Energy	\$534.78	8100-31830-403410	SILMD 235 ACCT# 0712669-1
03/23/2015	783072	NorthWestern Energy	\$170.01	8100-31830-403410	SILMD 236 ACCT# 0712670-9
03/23/2015	783072	NorthWestern Energy	\$397.80	8100-31830-403410	SILMD 237 ACCT# 0712671-7
03/23/2015	783072	NorthWestern Energy	\$15.02	8100-31830-403410	SILMD 238 ACCT# 0712672-5
03/23/2015	783072	NorthWestern Energy	\$93.60	8100-31830-403410	SILMD 239 ACCT# 0712673-3
03/23/2015	783072	NorthWestern Energy	\$408.04	8100-31830-403410	SILMD 240 ACCT# 0712674-1
03/23/2015	783072	NorthWestern Energy	\$620.05	8100-31830-403410	SILMD 241 ACCT# 0712675-8
03/23/2015	783072	NorthWestern Energy	\$81.91	8100-31830-403410	SILMD 242 ACCT# 0712676-6
03/23/2015	783072	NorthWestern Energy	\$109.20	8100-31830-403410	SILMD 244 ACCT# 0712677-4
03/23/2015	783072	NorthWestern Energy	\$87.06	8100-31830-403410	SILMD 245 ACCT# 0712678-2
03/23/2015	783072	NorthWestern Energy	\$327.60	8100-31830-403410	SILMD 246 ACCT# 0712679-0
03/23/2015	783072	NorthWestern Energy	\$1,172.78	8100-31830-403410	SILMD 247 ACCT# 0712680-8
03/23/2015	783072	NorthWestern Energy	\$2,481.11	8100-31830-403410	SILMD 248 ACCT# 0712681-6
03/23/2015	783072	NorthWestern Energy	\$2,702.76	8100-31830-403410	SILMD 249 ACCT# 0718734-7
03/23/2015	783072	NorthWestern Energy	\$206.79	8100-31830-403410	SILMD 250 ACCT# 0719001-0
03/23/2015	783072	NorthWestern Energy	\$3,889.73	8100-31830-403410	SILMD 251 ACCT# 0718801-4
03/23/2015	783072	NorthWestern Energy	\$546.01	8100-31830-403410	SILMD 252 ACCT# 0719162-0
03/23/2015	783072	NorthWestern Energy	\$1,931.70	8100-31830-403410	SILMD 253 ACCT# 0719644-7
03/23/2015	783072	NorthWestern Energy	\$153.29	8100-31830-403410	SILMD 254 ACCT# 0719763-5
03/23/2015	783072	NorthWestern Energy	\$162.32	8100-31830-403410	SILMD 255 ACCT# 0720813-5
03/23/2015	783072	NorthWestern Energy	\$895.75	8100-31830-403410	SILMD 257 ACCT# 0720360-7
03/23/2015	783072	NorthWestern Energy	\$2,590.83	8100-31830-403410	SILMD 258 ACCT# 0720606-3
03/23/2015	783072	NorthWestern Energy	\$2,553.98	8100-31830-403410	SILMD 259 ACCT# 0720810-1
03/23/2015	783072	NorthWestern Energy	\$491.40	8100-31830-403410	SILMD 261 ACCT# 0720705-3
03/23/2015	783072	NorthWestern Energy	\$3,107.85	8100-31830-403410	SILMD 262 ACCT# 0720937-2
03/23/2015	783072	NorthWestern Energy	\$995.68	8100-31830-403410	SILMD 263 ACCT# 0720716-0
03/23/2015	783072	NorthWestern Energy	\$167.23	8100-31830-403410	SILMD 264 ACCT# 0721427-3
03/23/2015	783072	NorthWestern Energy	\$343.64	8100-31830-403410	SILMD 265 ACCT# 0721556-9
03/23/2015	783072	NorthWestern Energy	\$53.25	8100-31830-403410	SILMD 266 ACCT# 0721684-9
03/23/2015	783072	NorthWestern Energy	\$79.34	8100-31830-403410	SILMD 269 ACCT# 0833098-4
03/23/2015	783072	NorthWestern Energy	\$446.05	8100-31830-403410	SILMD 270 ACCT# 0906944-4
03/23/2015	783072	NorthWestern Energy	\$995.40	8100-31830-403410	SILMD 271 ACCT# 0995095-7
03/23/2015	783072	NorthWestern Energy	\$2,763.47	8100-31830-403410	SILMD 272 ACCT# 0905005-5
03/23/2015	783072	NorthWestern Energy	\$198.52	8100-31830-403410	SILMD 273 ACCT# 0926386-4
03/23/2015	783072	NorthWestern Energy	\$68.01	8100-31830-403410	SILMD 274 ACCT# 0907926-0
03/23/2015	783072	NorthWestern Energy	\$490.79	8100-31830-403410	SILMD 276 ACCT# 0961926-3
03/23/2015	783072	NorthWestern Energy	\$810.21	8100-31830-403410	SILMD 277 ACCT# 1058710-3
03/23/2015	783072	NorthWestern Energy	\$238.03	8100-31830-403410	SILMD 278 ACCT# 1087619-1
03/23/2015	783072	NorthWestern Energy	\$61.00	8100-31830-403410	SILMD 279 ACCT# 1124127-0
03/23/2015	783072	NorthWestern Energy	\$745.69	8100-31830-403410	SILMD 280 ACCT# 1045653-1
03/23/2015	783072	NorthWestern Energy	\$68.01	8100-31830-403410	SILMD 281 ACCT# 1079722-3
03/23/2015	783072	NorthWestern Energy	\$385.27	8100-31830-403410	SILMD 283 ACCT# 1172743-5
03/23/2015	783072	NorthWestern Energy	\$336.57	8100-31830-403410	SILMD 285 ACCT# 1206985-2
03/23/2015	783072	NorthWestern Energy	\$233.62	8100-31830-403410	SILMD 286 ACCT# 1296582-8
03/23/2015	783072	NorthWestern Energy	\$135.60	8100-31830-403410	SILMD 287 ACCT# 1246537-3
03/23/2015	783072	NorthWestern Energy	\$1,753.06	8100-31830-403410	SILMD 288 ACCT# 1303978-9
03/23/2015	783072	NorthWestern Energy	\$194.12	8100-31830-403410	SILMD 289 ACCT# 1685375-6
03/23/2015	783072	NorthWestern Energy	\$146.83	8100-31830-403410	SILMD 290 ACCT# 1433921-2
03/23/2015	783072	NorthWestern Energy	\$600.61	8100-31830-403410	SILMD 292 ACCT# 1481532-8
03/23/2015	783072	NorthWestern Energy	\$234.00	8100-31830-403410	SILMD 293 ACCT# 1481534-4
03/23/2015	783072	NorthWestern Energy	\$468.01	8100-31830-403410	SILMD 294 ACCT# 1481535-1
03/23/2015	783072	NorthWestern Energy	\$109.20	8100-31830-403410	SILMD 295 ACCT# 1481536-9
03/23/2015	783072	NorthWestern Energy	\$1,240.23	8100-31830-403410	SILMD 296 ACCT# 1481537-7
03/23/2015	783072	NorthWestern Energy	\$210.62	8100-31830-403410	SILMD 297 ACCT# 1481539-3
03/23/2015	783072	NorthWestern Energy	\$187.21	8100-31830-403410	SILMD 298 ACCT# 1481540-1

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03/23/2015	783072	NorthWestern Energy	\$396.36	8100-31830-403410	SILMD 300 ACCT# 1662840-6
03/23/2015	783072	NorthWestern Energy	\$1,753.56	8100-31830-403410	SILMD 301 ACCT# 1687005-7
03/23/2015	783072	NorthWestern Energy	\$307.85	8100-31830-403410	SILMD 302 ACCT# 1607534-3
03/23/2015	783072	NorthWestern Energy	\$927.86	8100-31830-403410	SILMD 305 ACCT# 1695873-8
03/23/2015	783072	NorthWestern Energy	\$291.36	8100-31830-403410	SILMD 306 ACCT# 1740353-6
03/23/2015	783072	NorthWestern Energy	\$3,292.53	8100-31830-403410	SILMD 307 ACCT# 2049005-8
03/23/2015	783072	NorthWestern Energy	\$259.51	8100-31830-403410	SILMD 308 ACCT# 2072459-7
03/23/2015	783072	NorthWestern Energy	\$336.15	8100-31830-403410	SILMD 309 ACCT# 2001311-6
03/23/2015	783072	NorthWestern Energy	\$371.00	8100-31830-403410	SILMD 310 ACCT# 2060519-2
03/23/2015	783072	NorthWestern Energy	\$279.02	8100-31830-403410	SILMD 311 ACCT# 3014475-2
03/23/2015	783072	NorthWestern Energy	\$291.38	8100-31830-403410	SILMD 312 ACCT# 3146127-0
03/23/2015	783072	NorthWestern Energy	\$55.95	8100-31830-403410	SILMD 320 Acct# 0712569-3
03/23/2015	783073	NorthWestern Energy	\$44.46	0100-51270-403410	07123870
03/23/2015	783073	NorthWestern Energy	\$242.37	0100-51220-403410	07125362
03/23/2015	783073	NorthWestern Energy	\$44.46	0100-51220-403410	07208184
03/23/2015	783073	NorthWestern Energy	\$54.20	0100-51260-403410	07208218
03/23/2015	783073	NorthWestern Energy	\$1,293.17	5020-74000-403410	07222649
03/23/2015	783073	NorthWestern Energy	\$91.03	0100-51120-403410	07222870
03/23/2015	783073	NorthWestern Energy	\$1,631.64	5020-74000-403410	07230402
03/23/2015	783073	NorthWestern Energy	\$64.58	0100-51120-403410	07230451
03/23/2015	783073	NorthWestern Energy	\$7.45	5020-74000-403410	07230592
03/23/2015	783073	NorthWestern Energy	\$700.45	1500-22210-403410	08715468
03/23/2015	783073	NorthWestern Energy	\$68.16	0100-51120-403410	11914041
03/23/2015	783073	NorthWestern Energy	\$0.21	2110-31320-403410	17403577
03/23/2015	783073	NorthWestern Energy	\$0.47	2110-31320-403410	17488966
03/23/2015	783073	NorthWestern Energy	\$35.63	0100-51120-403410	18366666
					Electricity for the Metroplex 01/27/15 to
03/23/2015	783073	NorthWestern Energy	\$3,087.88	5710-71430-403410	02/25/2015
03/23/2015	783073	NorthWestern Energy	\$278.67	5120-85000-403410	822 Shiloh Crossing
03/23/2015	783073	NorthWestern Energy	\$59,339.33	5120-84000-403410	725 Hwy 87 East
03/23/2015	783073	NorthWestern Energy	\$8.78	0100-51120-403410	14093942
03/23/2015	783073	NorthWestern Energy	\$26.31	8720-51980-403410	15138001
03/23/2015	783073	NorthWestern Energy	\$31.75	8720-51980-403410	15138027
03/23/2015	783073	NorthWestern Energy	\$16.52	8720-51980-403410	15138043
03/23/2015	783073	NorthWestern Energy	\$8.65	8720-51980-403410	20413621
03/23/2015	783073	NorthWestern Energy	\$3,413.62	5610-71130-403410	0100483-7. Runway Lights. March 2015
03/23/2015	783073	NorthWestern Energy	\$2,104.11	5610-71130-403410	0100484-5. ARFF Facility. March 2015
03/23/2015	783073	NorthWestern Energy	\$123.55	5610-71170-403410	1138926-9. Aero Interiors. March 2015
					1341288-7. Old National/Alamo Car Wash. March 2015
03/23/2015	783073	NorthWestern Energy	\$21.31	5610-71170-403410	2015
					1341289-5. Old Thrifty/Dollar Car Wash. March 2015
03/23/2015	783073	NorthWestern Energy	\$7.81	5610-71170-403410	2015
					1341291-1. Old Enterprise Car Wash. March 2015
03/23/2015	783073	NorthWestern Energy	\$7.58	5610-71170-403410	2015
03/23/2015	783073	NorthWestern Energy	\$697.92	5610-71170-403410	1341295-2. Big Sky Ground. March 2015
03/23/2015	783073	NorthWestern Energy	\$731.34	5610-71170-403410	1669567-8. TSA Building. March 2015
03/23/2015	783073	NorthWestern Energy	\$1,344.45	5610-71190-403410	1993430-6. Car Wash. March 2015
03/23/2015	783073	NorthWestern Energy	\$530.03	5610-71190-403410	2001846-1. Mud Wash. March 2015
03/23/2015	783073	NorthWestern Energy	\$245.46	5610-71190-403410	2001848-7. Detail Bay 1 Hertz. March 2015
					2001855-2. Detail Bay 2 National/Alamo. March 2015
03/23/2015	783073	NorthWestern Energy	\$304.37	5610-71190-403410	2015
03/23/2015	783073	NorthWestern Energy	\$193.70	5610-71190-403410	2001862-8. Detail Bay 3 Enterprise. March 2015
03/23/2015	783073	NorthWestern Energy	\$172.64	5610-71190-403410	2001865-1. Detail Bay 4 Avis/Budget. March 2015
					2001867-7. Detail Bay 5 Thrifty/Dollar. March 2015
03/23/2015	783073	NorthWestern Energy	\$139.88	5610-71190-403410	2015
03/23/2015	783073	NorthWestern Energy	\$101.15	5610-71130-403410	3085107-5. New Employee Parking. March 2015
03/23/2015	783073	NorthWestern Energy	\$156.94	0100-51120-403410	09254962
03/23/2015	783073	NorthWestern Energy	\$550.64	6500-15660-403410	09758087
03/23/2015	783073	NorthWestern Energy	\$482.75	5020-74000-403410	11164522
03/23/2015	783083	Rimrock Foundatior	\$3,667.80	7380-12640-403590	IOP Counselor
03/23/2015	783083	Rimrock Foundatior	\$1,947.22	7380-12640-403990	Feb. Case Manage
03/23/2015	783083	Rimrock Foundatior	\$3,443.84	2480-12620-403560	Feb. Day Treatment
03/23/2015	783083	Rimrock Foundatior	\$3,749.24	7380-12640-403590	Feb. IOP Counselor
03/23/2015	783083	Rimrock Foundatior	\$3,767.60	7380-12640-403590	Feb. IOP Counselor
03/23/2015	783083	Rimrock Foundatior	\$4,144.80	2460-12530-403590	Feb. Rimrock State
03/23/2015	783092	Solid Waste Systems Inc	\$1,084.27	6010-00000-141000	75942 PO NUM 297475
03/23/2015	783092	Solid Waste Systems Inc	\$102.06	6010-00000-141000	76045 PO NUM 297475
03/23/2015	783092	Solid Waste Systems Inc	\$53.61	5410-31220-402320	75928
03/23/2015	783092	Solid Waste Systems Inc	\$12.17	5410-31220-402320	75928
03/23/2015	783092	Solid Waste Systems Inc	\$22.36	5410-31220-402320	75942
03/23/2015	783092	Solid Waste Systems Inc	\$28.03	5410-31220-402320	75942
03/23/2015	783092	Solid Waste Systems Inc	\$435.40	5410-31220-402320	76045
03/23/2015	783092	Solid Waste Systems Inc	\$34.34	5410-31220-402320	76045
03/23/2015	783092	Solid Waste Systems Inc	\$99.15	5410-31220-402320	76098

Check Date	Check	Name	Amount	Account	Item Desc
03/23/2015	783092	Solid Waste Systems Inc	\$11.75	5410-31220-402320	76098
03/23/2015	783092	Solid Waste Systems Inc	\$4,756.33	5410-31220-402320	75145
03/23/2015	783092	Solid Waste Systems Inc	\$309.01	5410-31220-402320	75145
					FIRE5: REPLACED NG TANK WATER HEATER W/TANKLESS UNIT AND BROUGHT VENT PIPE UP TO CODE
03/23/2015	783098	Stevens Brothers, Inc.	\$3,182.80	1500-22260-402450	PIPE UP TO CODE
03/23/2015	783099	Stewart Title Company	\$15,000.00	2830-65810-407277	FTHB Byron Davenport 1036 North 22nd Street
03/23/2015	783104	Toter Incorporatec	\$32,052.00	5410-31220-404270	624-96 gallon green yard waste container
03/23/2015	783104	Toter Incorporatec	\$2,285.40	5410-31220-404270	Lids for black 90 gallon barrel
03/23/2015	783105	Town & Country Supply Associator	\$14,713.35	6010-00000-141000	209927 PO NUM 297456
03/23/2015	783105	Town & Country Supply Associator	\$1,005.37	5020-74000-402310	Voelker emergency generator fuel
03/23/2015	783105	Town & Country Supply Associator	\$16,224.11	5610-71180-402313	Invoice #212084. Fuel QTA Car Rental Facility
03/23/2015	783105	Town & Country Supply Associator	\$642.15	1500-22260-402310	FIRE1: UNLEADED DELIVERED 3/18/2015
03/23/2015	783105	Town & Country Supply Associator	\$12,705.89	6010-00000-141000	212329 PO NUM 297481
03/23/2015	783107	Tractor & Equipment Co	\$684.23	5410-31220-402320	BLW00154446
03/23/2015	783107	Tractor & Equipment Co	\$1,431.01	5410-31220-402320	BLW00154851
03/23/2015	783107	Tractor & Equipment Co	\$1,304.10	5410-31230-402320	filters for landfill equipment
03/23/2015	783107	Tractor & Equipment Co.	\$6,756.96	5410-31230-402320	Cleaning bars for the Landfill compactor unit 0251
03/23/2015	783109	Tristate Equipment	\$28.94	5410-31220-402320	M84246
03/23/2015	783109	Tristate Equipment	\$3,293.55	2110-31320-402320	M84294
03/23/2015	783116	USA Bluebook	\$3,996.25	5120-84300-402360	Doppler flowmeter
03/23/2015	783122	Western Heritage Art Cntr	\$2,000.00	2380-43670-407290	invoice 1665
03/23/2015	783122	Western Heritage Art Cntr	\$560.41	2380-43670-407290	Inv 1666
					WO 08-25 Zone 3 Chapple Reservoir Expansion
03/23/2015	783123	Western Municipal Construction Inc	\$99,337.88	5030-75910-409340	CO#3 10/02/14

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Public Hearing and First Reading of Ordinance for the Modified East Billings Urban Renewal District and Urban Renewal Plan

PRESENTED BY: Candi Millar, Planning & Community Services Department Director

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

The Council is being asked at this meeting to conduct a public hearing and consider adopting an ordinance on first reading to modify the East Billings Urban Renewal District (EBURD) originally created on November 16, 2006. On March 23, 2015, the Council adopted a resolution of intent (Resolution #15-10438) to modify the district, which also included tax increment authority, a description of the property involved and a determination of blight. The resolution also set a public hearing for this meeting to receive testimony on the modified Urban Renewal Plan and ordinance. The modifications propose to add 16 properties and road right-of-way to the existing District.

ALTERNATIVES ANALYZED

City Council may:

- Approve the ordinance to modify the EBURD.
- Not approve the ordinance to modify the EBURD.
- Modify the proposed boundary of the EBURD and adopt the ordinance.

FINANCIAL IMPACT

The exact financial impact of modifying the EBURD is unknown. However, the 2014 taxable market value of the 16 properties to be included in the modified EBURD is approximately \$93,600. The purpose of an urban renewal and tax increment district is for the public to invest in infrastructure and thereby encourage private investment that increases the taxable value. Without the public investment, it is assumed that the private investment would not occur on these properties, thus there is no “loss” of taxes from freezing the taxable value base because all taxing entities continue to collect taxes on the base value as it is today.

BACKGROUND

The EBURD was created on November 16, 2006. The existing urban renewal plan may be modified by ordinance in accordance with the procedure described in M.C.A. § 7-15-4221. In January 2015, properties encompassing about 18 acres were annexed into the City. In addition, a property owner with property at 620 North 14th and 622 North 14th adjacent to the existing EBURD and already in the City requested that these two properties also be included in the EBURD.

The proposed EBURD Expansion area contains a number of underdeveloped properties and substandard facilities. The Council previously determined that the property included in the EBURD was “blighted” within the meaning of the Act in its adoption of Ordinance #06-5395 that (a) created the East Billings Urban Renewal District (EBURD) and (b) adopted an urban renewal plan for the district (November 16, 2006). Deficiencies in public and private properties located in the district led to a determination of blight, as defined by state statute. As cited in the EBURD Plan Amendment, the area still meets several definitions of blight. Further details of the determinations summarized below are found in Section 5 of the EBURD Plan Amendment attached to this memo: Deficient Structures - buildings, street infrastructure, water and sewer infrastructure, stormwater infrastructure; Deficient Land Use - surface storage lots, vacant lots, single-story structures; Protecting Public Health and Safety- conditions of blight, crime, vagrancy and potential brownfields, as described above, reduce “social capital” and community connectedness. Flooding promotes mold growth and related health problems. The City desires to improve the quality of land use and economic development potential of these properties by including them in the EBURD.

On March 23, 2015, the City Council passed a Resolution on the East Billings Urban Renewal District Area, declaring blight, the intent to modify the District, and setting a public hearing for this meeting.

PROCEDURAL HISTORY

- Over the course of a year or more, the Billings Industrial Revitalization District (BIRD) Board and staff, acting as advisory to the City Council in the EBURD, met with all of the owners of County property in the area east of the EBURD, south of 6th Avenue North, North of 1st Avenue South, and west of Exposition Drive. These discussions included and followed the process that led to the adoption by the City Council and Board of County Commissioners of the Exposition Gateway Concept Plan for the subject area. The meetings also led to some of the property owners petitioning for annexation into the City.
- In addition, a property owner with property at 620 North 14th and 622 North 14th adjacent to the existing EBURD (620 North 14 is directly adjacent to the EBURD boundary and 622 North 14 is adjacent to 620 North 14th) and already in the City met with BIRD staff and requested that these two properties also be included in the EBURD.
- On January 26, 2015, the City annexed 12 properties in the Exposition

Gateway Concept Plan area.

- On March 24, 2015, the Yellowstone County Board of Planning acted on a recommendation to the City Council as to the modified EBURD Plan's consistency with the Growth Policy (See attached letter of conformance from Planning Board).
- The City Council on March 23, 2015, approved a Resolution of Intent to Modify the District, Declare Blight, and set a public hearing date
- The Council is scheduled to conduct a public hearing on April 13, 2015 and conduct a first reading on an ordinance to expand the EBURD.
- If the City Council approves the ordinance modifying the EBURD on first reading on April 13, the Council will conduct a second reading of the ordinance on April 27. The ordinance will take effect 30 days after second reading.

STAKEHOLDERS

The owners of the properties to be included in the modified EBURD area were contacted by the BIRD Board and staff about modifications to the District. The owners were officially notified via letter in accordance with 7-15-4215, MCA, of the public hearing on the modified EBURD to be held April 13, 2015. Notification of the public hearing by the City Council on April 13, 2015, was also properly advertised in the Billings Times.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Conformance with the Yellowstone County and City of Billings 2008 Growth Policy is one requirement for adopting or modifying an urban renewal plan. Growth Policy conformance is outlined in Section 10 of the EBURD Plan Amendment document attached to this memo. Further, the Yellowstone County Board of Planning has provided a recommendation to the City Council on the proposed EBURD Plan Amendment's conformance with the 2008 Growth Policy. That recommendation is attached to this memo for Council consideration.

RECOMMENDATION

Staff recommends that City Council hold a public hearing on the modified Urban Renewal Plan and adopt, on first reading, the ordinance modifying the East Billings Urban Renewal District.

APPROVED BY CITY ADMINISTRATOR

Attachments

[EBURD Modification Ordinance](#)

[EBURD Modified Urban Renewal Plan](#)

[EBURD ExpansionIV.pdf](#)

[Planning Board Growth Policy Conformance](#)



ORDINANCE NO. 15 _____

AN ORDINANCE RELATING TO THE MODIFICATION OF THE EAST BILLINGS URBAN RENEWAL AREA; AND ADOPTING A MODIFIED URBAN RENEWAL PLAN, INCLUDING A TAX INCREMENT PROVISION.

Recitals:

WHEREAS, the City Council on April 13, 2015, conducted a public hearing on a proposal to modify an urban renewal area on specified property (as hereinafter defined, the "Property") to be designated "The East Billings Urban Renewal Area", and to adopt a modified urban renewal plan, as authorized by Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the "Act").

WHEREAS, the Property is depicted on the attached Exhibit A and legally described on the attached Exhibit B (each of which is hereby incorporated herein and made a part hereof).

WHEREAS, opportunities have been presented to the City that make it desirable for the City to consider an urban renewal project within the District consisting of the acquisition of certain vacant or blighted properties, demolishing the blighted structures thereon, improving such properties with, landscaping, utilities, and other similar improvements, assembling such properties, and making the properties so improved available for private redevelopment in accordance with the Act.

WHEREAS, an urban renewal plan entitled the East Billings Urban Renewal Plan is attached hereto as Exhibit C (which is hereby incorporated herein and made a part hereof) (the "Plan"). The Plan contains a tax increment provision and will govern the operation and administration of the District.

WHEREAS, the Plan has been reviewed and approved by the Yellowstone County Board of Planning, as evidenced by the Board meeting minutes of March 24, 2015.

Ordinance:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Billings, Montana, as follows:

1. Findings. This Council hereby finds, determines and declares, based on the comments received at the public hearing and other studies and information available to this Council, that:

- a. The Property presently contains structures and property that are in a state of substantial deterioration, are obsolete or defective, pose unsanitary or unsafe conditions, are vacant and unused, and have inappropriate uses, the present condition of the Property substantially impairs the sound functioning of the East Billings area of the City and its environs, is conducive to juvenile delinquency and crime, poses the threat of vandalism or mischief and fire or loss, constitutes an economic and social liability, and is a menace to the public health, safety, and welfare of the residents of the City. Accordingly, the Council finds that the Property is a blighted area within the meaning of Section 7-15-4210 of the Act. This Council finds that the rehabilitation, redevelopment or a combination thereof of the Property is necessary in the interest of the public, health, safety, morals or welfare of the residents of the City. This Council finds that undertaking measures to eradicate or diminish the blight affecting the Property will help to foster a more dynamic, livable, and vibrant area.
- b. No housing element or structure is disturbed by this District making no relocation necessary;
- c. The modified Plan conforms to the Growth Policy or parts thereof of the City for the municipality as a whole;

d. The modified Plan will afford maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment of the District by private enterprise;

2. Plan Adoption. The modified Plan is hereby adopted and approved in all respects, including without limitation, the segregation and application of tax increments as provided in Sections 7-15-4282 through 7-15-4293 of the Act as provided therein.

3. Effective Date. This Ordinance shall be in full force and effect from and after the date that is 30 calendar days after the date set forth below.

PASSED by the City Council on first reading April 13, 2015.

PASSED, ADOPTED AND APPROVED on second reading April 27, 2015.

CITY OF BILLINGS:

BY: _____
Thomas Hanel, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

EXHIBIT A MAP OF THE MODIFIED URBAN RENEWAL AREA

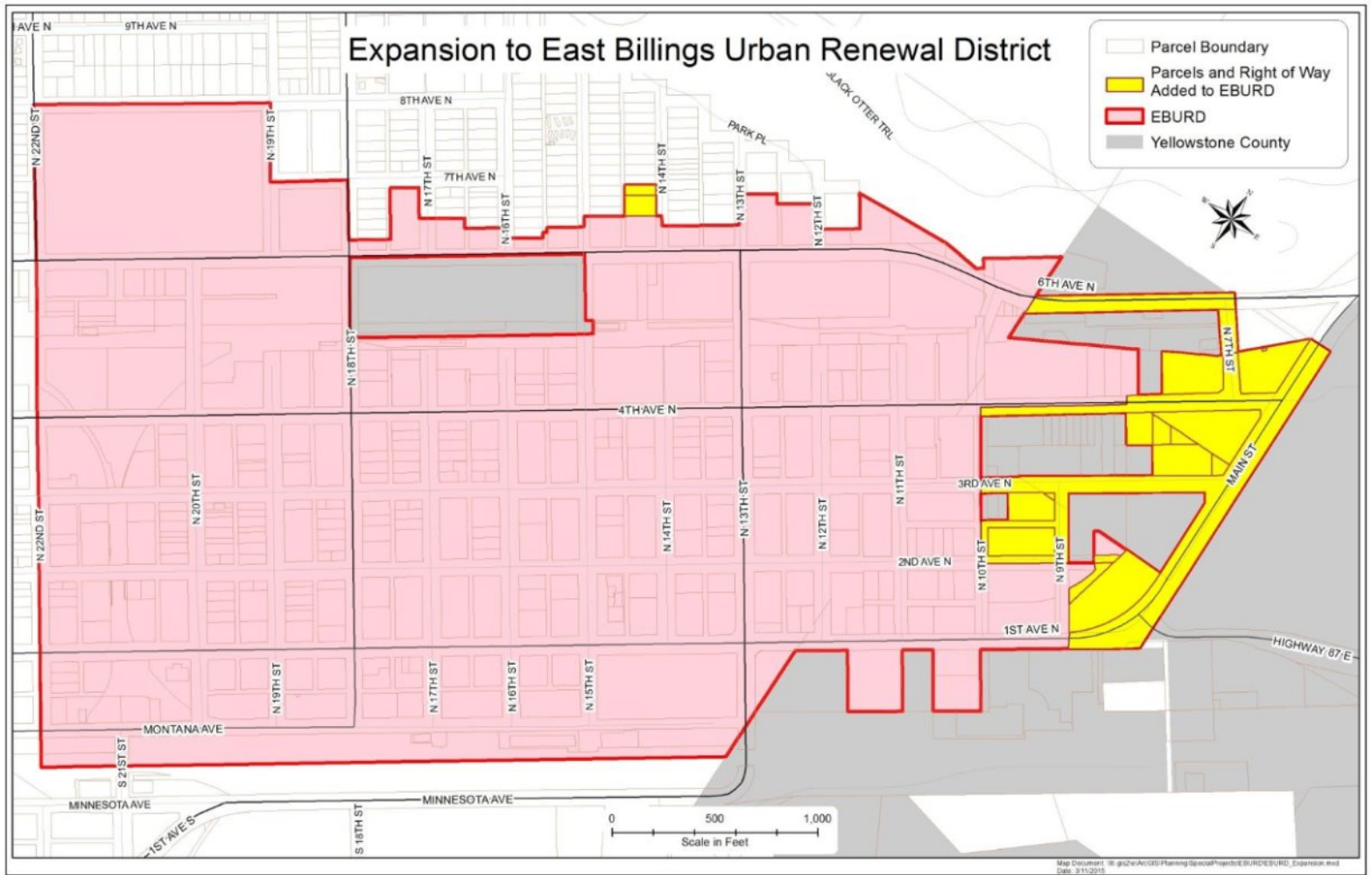


EXHIBIT B
LEGAL DESCRIPTION OF MODIFIED URBAN RENEWAL AREA

The legal description of the proposed 2015 Expanded East Billings Urban Renewal District is as follows:

A tract of land situated in the NW1/4 of Section 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as: Tract of land being a portion of Industrial Subdivision 4TH Filing: Being Lots 6 through 14 and 59 through 62, Block 11 of Industrial Subdivision 4TH Filing, Recorded March 25, 1963, under Document Number 703562, along with Vacated alley per Yellowstone County Board of Commissioners Resolution, Document Number 851395, filed November 14, 1969;

Also being Lot 5-A Block 11 of Industrial Subdivision 4TH Filing, Amended Plat of Lots 1, 2, 3, 4 & 5, Block 11, Recorded October 26, 1983, under Document Number 1284720; Including all adjacent Right-Of-Way of Main Street / US-312 / US-87 and 3RD Avenue North.

A tract of land situated in the NW1/4 of Section 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as: Tract of land being a portion of Industrial Subdivision 4TH Filing: Being Lots 53 through 58, Block 11 of Industrial Subdivision 4TH Filing, Recorded March 25, 1963, under Document Number 703562, along with Vacated alley per Yellowstone County Board of Commissioners Resolution, Document Number 851395, filed November 14, 1969; Including all adjacent Right-Of-Way 4TH Avenue North.

Tracts of land situated in the NW1/4 of Section 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as: Tract 1, Certificate of Survey Number 2212, Recorded October 26, 1983, under Document Number 1284766; Tract 1, Certificate of Survey Number 2213, Recorded October 26, 1983, under Document Number 1284767. Including all adjacent Right-Of-Way of Main Street / US-312 / US-87, 4TH Avenue North & North 7th Street.

A tract of land situated in the NW1/4 of Section 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as: Tract of land being a portion of Industrial Subdivision 2ND Filing: Being Lots 1 through 13, Block 6 of Industrial Subdivision 2ND Filing, Recorded June 28TH, 1949, under Document Number 451738. Including all adjacent Right-Of-Way of North 10TH Street, North 9TH Street, 2ND Avenue North and alley Right-Of-Way within said Block 6.

A tract of land situated in the NW1/4 of Section 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as: Being Tract 1, Certificate of Survey Number 2196, Recorded July 22ND, 1983, under Document Number 1273745. Including all adjacent Right-Of-Way of Main Street / US-312 / US-87, 1ST Avenue North, 2ND Avenue North and adjacent alley.

Tracts of land situated in the NW1/4 of Section 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as: Tracts D1, E and F2, Second Amended Certificate of Survey Number 10,

Recorded March 26, 1954, under Document Number 521451; Tracts F-1A and G-1, Amended Tracts F-1 and G of the Second Amended Certificate of Survey Number 10, Recorded November 26, 1979, under Document Number 1149504. Including all adjacent Right-Of-Way of 4TH Avenue North & North 7th Street.

Tracts of land situated in the NW1/4 of Section 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as: Being Lots 18 through 26, Block 6 of Industrial Subdivision 2ND Filing, Recorded June 28TH, 1949, under Document Number 451738; Also being Tract 7 of Corrected Plat of Second Amended Plat of Certificate of Survey No. 491 Recorded October 10th, 1961, under Document Number 670519. Including all adjacent Right-Of-Way of North 9TH Street, 3RD Avenue North and alley Right-Of-Way within said Block 6.

Tracts of land situated in Section 33, T.1.N., R.26.E., P.M.M., Yellowstone County, City of Billings, Montana, more particularly described as: Being Lots 7-10 and Lots 11-12, Block 2, North Park Subdivision.

Road Right-of-Way Annexed and to be included in Modified EBURD

Being 6th Avenue North from the extended easterly Right-Of-Way line of North 7th Street and running in a southwesterly direction to the west section line of said Section 34;

North 7th Street from the southerly Right-Of-Way line of 6th Avenue North and running in a southeasterly direction to the extended northern lines of Certificate of Survey's 10 and 2212;

The south half of 4th Avenue North from the extended westerly lot line of Lot 53, Block 11 of Industrial Subdivision 4TH Filing, Recorded March 25, 1963, under Document Number 703562 and running in a southwesterly direction to the easterly Right-Of-Way line of North 10th Street;

3rd Avenue North from the extended westerly lot line of Lot 14, Block 11 of said Industrial Subdivision

4TH Filing, and running in a southwesterly direction to the east Right-Of-Way line of North 9th Street and from the extended westerly lot line of Lot 18, Block 6 of Industrial Subdivision 2ND Filing, Recorded June 28TH, 1949, under Document Number 451738 and running in a southwesterly direction to the easterly Right-Of-Way line of North 10th Street;

The north half of 2nd Avenue North adjacent to Lots 9 through 13, Block 5 of said Industrial Subdivision 2ND Filing;

The easterly half of North 10th Street from the extended centerline of 4th Avenue North and running in a southeasterly direction to the northerly alley Right-Of-Way line of Block 6 of said Industrial Subdivision 2ND Filing;

Main Street from the extended north line of Certificate of Survey Number 2196, Recorded July 22ND, 1983, under Document Number 1273745 and running in a northerly direction to the extended southerly Right-Of-Way line of 3rd Avenue North.

EXHIBIT C

**2015 EXPANSION OF THE BILLINGS, MONTANA
EAST BILLINGS URBAN RENEWAL DISTRICT, WITH TAX
INCREMENT, AND AMENDMENT TO THE URBAN RENEWAL
PLAN**

**FOR CITY OF BILLINGS AND PLANNING REVIEW
February 2015**

Prepared by



Billings Industrial Revitalization District, Inc. (BIRD)
1413 4th Ave. N., Ste. C – Billings, MT 59101
pattynordlund@billingsbird.com kelly@billingsbird.com

SECTION 1 – INTRODUCTION

On November 16, 2006, the City Council adopted Ordinance #06-5395 that (a) created the East Billings Urban Renewal District (EBURD) and (b) adopted an urban renewal plan for the district. For reasons discussed in this Amendment to the East Billings Urban Renewal District Plan (“Plan”), it has been determined that the EBURD should be expanded to include other contiguous blighted properties in need of redevelopment. Further, it has been determined that this area has been and is in need of expanded public parking, enhanced pedestrian connections and experiences, improved public safety, and infrastructure improvements to public and private properties that will alleviate flooding issues and lead to increased taxable values. The existing urban renewal plan may be modified by ordinance in accordance with the procedure described in M.C.A. § 7-15-4221. The Urban Renewal Plan of the EBURD approved by the City Council on November 16, 2006, is included by reference as part of this amended Plan and shall remain applicable except to the extent the original plan is explicitly or impliedly amended by this Plan. It is recognized as part of this Plan that the basic vision of the document known as EBURD Master Plan, adopted by the Billings City Council on September 14, 2009 (Resolution #09-18878) and by the Yellowstone County Commissioners on September 29, 2009 (Resolution #09-66), remains valid and should be considered a part. In addition, it is recognized that as part of this amended Plan, the basic vision of the document known as the Exposition Gateway Plan, approved by the Yellowstone County Commissioners on May 28, 2013, and adopted by the Billings City Council on June 24, 2013 (Resolution #13-19289) also remains valid and should be considered a part. The terms defined in “Part A.III – DEFINITIONS” of the EBURD Urban Renewal Plan shall have the same meanings in this Plan unless a contrary meaning is expressed. The expanded district proposed in this Plan is hereafter referred to as the 2015 Expanded EBURD.

SECTION 2 – BACKGROUND

The original East Billings Urban Renewal District, a tax increment finance district, was created on November 16, 2006, by a resolution which stated that it was desirable for the City to consider an urban renewal project within the District, and found that the area contains structures and property in states of substantial deterioration, properties that are obsolete or defective, posing unsanitary or unsafe conditions, are vacant and unused, and have inappropriate uses, and that the present condition of the area substantially impairs the sound functioning of the area and its environs. The Council found that the area is a blighted area within the meaning of MCA 7-15-4210, and stated that “rehabilitation, redevelopment, or a combination thereof is necessary in the interest of public health, safety and welfare of the residents.” The

Council found that undertaking measures to eradicate or diminish the blight will help to foster a more dynamic, livable, and vibrant neighborhood.

Progress has occurred within the District, as evidenced by: 1) increase in taxable value: base year value of \$1,800,794, increased to a 2014 value of \$2,502,968 (*Montana Department of Revenue Form AB-72T, 8-4-2014*); 2) successful approval of both the EBURD Master Plan and the Exposition Gateway Plan; 3) successful implementation of the recommended Parking Overlay District; 4) accomplishment of the recommended two-way streets conversion; 5) completion of EPA Brownfields Program environmental assessments on 23 parcels; 6) successful adoption of the EBURD Zoning Code; 7) completion of a Hospitality Corridor Study; and 8) approval of a project to address flooding, storm water management, and infrastructure improvements in the eastern-most portion of the District. However, many of the undesirable conditions continue to exist, and several out-of-City properties adjacent to the District have now petitioned and been approved for annexation into the City (City Council meeting, 1-26-2015). Therefore, it would be in the best interest of the City to expand the District to encompass adjacent properties, construct needed public infrastructure improvements, increase growth of the tax base, increase the parking inventory, increase the inventory of residential property, stimulate mixed-use development, and further implement the visions of the EBURD Master Plan and the Exposition Gateway Plan, both of which are consistent with the adopted City-County Growth Policy.

Although there has been improvement in the valuation of property in much of the District, the area defined by this proposed expanded tax increment district still has pockets of neglect and blight. The 2015 Expanded EBURD creates an opportunity to continue redevelopment in the center of Billings with a mixture of public and private investment.

The 2015 expansion of the EBURD is essential to planned development along Exposition Drive/Main Street, across from the MetraPark facilities. Public infrastructure construction within this expanded District will spur private investment consistent with the EBURD Master Plan, and especially pertinent to the vision of the Exposition Gateway Plan. It is expected that the expanded District may help fund the following projects:

I. Business Programs and Projects

- a. Business Retention and Recruitment
 - i. Targeted assistance to existing and potential businesses
 - ii. Development of “The EBURD Advantage” marketing materials

- iii. Collaboration with and referral to Big Sky Economic Development and its business assistance programs

II. Parking and Transportation

- a. Facilitate public transit and bicycle/pedestrian-friendly growth and development
- b. Collaborate with City regarding parking management practices and programs consistent with the Parking Overlay District
- c. Plan for future needs regarding parking lots and/or structures

III. Management, Implementation and Maintenance

- a. Billings Industrial Revitalization District, Inc. or its successor, management agreement
 - i. Project development
 - ii. Public awareness
 - iii. Advocacy and liaison between public and private sectors
- b. Potential future development of Business Improvement District
 - i. Development and promotion of a MetraPark-to-Downtown Corridor through the EBURD
 - ii. Crime prevention and public safety:
Cooperative Security and/or Business Watch Program

IV. Infrastructure Improvements

- a. Public
 - i. Public parking
 - ii. Landscaping and park development
 - iii. Street construction/improvements
 - iv. Streetscapes and traffic calming plans
 - v. Sidewalks, curbs and gutter improvements
 - vi. Storm water management
 - vii. Water and waste-water line construction/improvements
 - viii. Relocation of public and private utility lines

In order to make it possible to move forward with the much-needed infrastructure improvement projects referenced above, the Yellowstone County Board of County Commissioners transferred any interest it had in the public right of way on several streets within the Exposition Gateway area to the City of Billings, with Resolution 15-23, passed on March 10, 2015.

- b. Public infrastructure improvements will support investments in:
 - i. Workforce housing development
 - ii. Parking facilities
 - iii. Lodging facilities
 - iv. Conference facilities
 - v. Entertainment venues
 - vi. Retail and restaurant enterprises

V. Housing Improvements

- a. Increase in workforce housing and live-work mixed-use projects

- b. Revitalization and redevelopment of sub-standard residential housing stock

SECTION 3 – SUMMARY OF BLIGHT FINDINGS

The area in the proposed 2015 expansion of the EBURD contains blight, particularly those parcels directly west of the MetraPark facilities which host events that attract hundreds of thousands of visitors each year. Within the district there is structural deterioration, under-utilized structures and vacant lots, and a railroad spur line that is little used. A major issue that rises to the forefront in every planning discussion is that of inadequate storm water management. Without curb and gutter to direct its flow, water pools in low spots and floods buildings. Several of the commercial buildings in the district are deteriorated and/or vacant and need demolition or renovation. Sidewalks are cracked or non-existent; alleys are deteriorated, and, in general, much of the area is below accepted standards. In contrast to the above, there are certain properties within the district in good repair but included in the district to allow for a contiguous block of land within the district and because pockets of revitalization cannot be sustained if areas of neglect and blight surround them. Over time, without ongoing managed urban renewal, even these success stories could once again decline in taxable value.

SECTION 4 – DESCRIPTION OF BLIGHTED AREA

The 2015 expanded urban renewal area described for this amended Plan incorporates most of the Exposition Gateway area, including those properties annexed in January 2015. Major flooding problems occur with rainstorms, as the infrastructure is inadequate for storm water flow and drainage. The subject properties have been used as car sales lots, truck and truck parts sales, vacant lots partially used for equipment storage, as well as some active business enterprises. Many of these structures are unsuited to their current uses because of age obsolescence and physical deterioration.

Montana's Urban Renewal Law (Montana Code Annotated Title 7, Chapter 15, Parts 42 and 43) provides the authority to declare the existence of blighted areas and to target them for improvements. "Blighted area" is defined in Section 7-15-4206(2), M.C.A., as follows:

[A]n area that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; substantially impairs or arrests the sound growth of the city or its environs; retards the provision of housing accommodations; or constitutes an economic or social liability or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:

- (a) *the substantial physical dilapidation; deterioration; defective construction, material, and arrangement; or age obsolescence of buildings or improvements, whether residential or nonresidential;*
- (b) *inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality;*
- (c) *inappropriate or mixed uses of land or buildings;*
- (d) *high density of population and overcrowding;*
- (e) *defective or inadequate street layout;*
- (f) *faulty lot layout in relation to size, adequacy, accessibility, or usefulness;*
- (g) *excessive land coverage;*
- (h) *unsanitary or unsafe conditions;*
- (i) *deterioration of site;*
- (j) *diversity of ownership;*
- (k) *tax or special assessment delinquency exceeding the fair value of the land;*
- (l) *defective or unusual conditions of title;*
- (m) *improper subdivision or obsolete platting;*
- (n) *the existence of conditions that endanger life or property by fire or other causes; or*
- (o) *any combination of the factors listed in this subsection (2).*

The land being added to the Plan area in 2015 includes 14 property tax codes, as listed in Exhibit A, with total assessed value of \$4,871,639. As noted in the 2006 approved Urban Renewal Plan, there are specific “target areas” that should be immediately considered for redevelopment. The properties on Exposition Drive represent an immediate opportunity to capitalize on the traffic generated by MetraPark events.

The EBURD area is part of Census Tract 2, with a population of 3,751. Within the tract, 28.98 percent of residents live below the Federal Poverty Line, with an estimated 2014 median family income of \$30,263. By comparison, in the greater Billings population of 109,059, only 13.1 percent live below the Federal Poverty Line. ([www.ffiec.gov/geocode/CensusDemo 07-01-2014](http://www.ffiec.gov/geocode/CensusDemo%2007-01-2014) & <http://quickfacts.census.gov>.)

There are 1,995 housing units in Tract 2, with 61.7 percent of the units (1,231) built prior to 1960 (55 years ago or more). Of those 1,231 older units, 546 were built in 1939 or earlier. Of the 446 owner-occupied housing units in the tract, 96 percent (428) are valued at less than \$200,000. In fact, 85 of the 446 units (19.1 percent) are valued at less than \$100,000. Indeed, there are a few occupied housing units (16) that lack complete plumbing and/or kitchen facilities. The tract holds 1,243 units where occupants are paying rent. The majority of renters (52.4 percent) pay between \$500 and \$749 per month. However, 29.2 percent (363 renters) pay between \$200 and \$499 per month. There are even a number of renters (23) living in units at less than \$200 per month. Census Tract 2 has a somewhat transient population. Of the 1,689 households, 83.9 percent, or 1,418 householders, moved into the current unit in 2000 or more recently.

Only 16 percent, or 271 householders, have resided in the current unit since 1999 or prior years. (*U.S. Census Bureau, 2008-2012 American Community Survey 5-year Estimates, Table DP04 10-22-14.*)

Public transit, walking and bicycling facilities are important for the area, as 21.6 percent of households (365) do not have a vehicle available. Moreover, the tract houses 406 students in kindergarten through eighth-grade, along with 25 high school attendees and 248 college students. In commuting to work, although the majority of those age 16 and over drove or carpoled to work (72.6 percent), a significant number - 14.9 percent (285 people) - walked to work, and 11.1 percent (212 people) used public transportation or other means of getting to work. (*U.S. Census Bureau, 2008-2012 American Community Survey 5-year Estimates, Tables DP03 & S1401 10-22-14.*)

The EBURD census tract, along with the nearby Heights-Main Street area, is designated by the Billings Police Department as “Beat 3,” or the “East” patrol beat. The East Beat has experienced, over the past three years, increasing numbers of calls for service. In the year 2011, the East Beat had 7,756 calls. Number of calls increased to 9,804 in 2012, and jumped to 10,507 (third highest beat of the nine in the City) for 2013. (*Billings Police Department 2013 Annual Report, www.ci.billings.mt.us.*) Unfortunately, there have recently been two murder incidents in the area as well. Parks personnel, during the October conference on addressing homeless/transient issues, mentioned that homeless individuals are congregating under the Rims in the EBURD, as well as in North Park.

Brownfields, defined as areas with actual or perceived environmental contamination issues, can contribute to unsafe and dangerous conditions, as well as discourage redevelopment efforts. Big Sky Economic Development, in a cooperative agreement with the U.S. Environmental Protection Agency, has secured funding for environmental assessments of properties in the EBURD. With its first round of funding, Big Sky Economic Development contracted with an environmental engineering firm to assess 23 parcels of land in the EBURD to determine “Phase I” conditions (looking at the historical uses of the property and assessing any observed potential contamination issues). In addition, nine parcels were examined with more in-depth “Phase II” assessments, where soil and water testing took place. While none of the completed Phase II assessments pointed to remediation requirements, there are still a number of sites that are advised for Phase II assessment, and many parcels that have not received any environmental assessment to date. Big Sky Economic Development has secured additional EPA Brownfields Program funding with which to accomplish additional environmental assessments in the EBURD beginning in spring 2015, at no cost to property owners who volunteer for the program.

SECTION 5 – DETERMINATION OF BLIGHT

The proposed EBURD Expansion area contains a number of underdeveloped properties and substandard facilities. The Council previously determined that the property included in the EBURD was “blighted” within the meaning of the Act in its adoption of Ordinance #06-5395 that (a) created the East Billings Urban Renewal District (EBURD) and (b) adopted an urban renewal plan for the district (November 16, 2006). Deficiencies in public and private properties located in the district lead to a determination of blight, as defined by state statute. As cited in the original Urban Renewal Plan, the area still meets several definitions of blight:

Deficient Structures in Area (*the substantial physical dilapidation; deterioration; defective construction, material, and arrangement; or age obsolescence of buildings or improvements, whether residential or nonresidential; deterioration of site*)

There are several buildings and residential structures that are over 50 years in age and do not qualify as being historically significant. Many are in poor repair and may contain potentially hazardous asbestos and lead paint.

While streets, curbs, gutters and sidewalks in some of the area are in satisfactory repair, there are areas without such improvements. Sewer and water utilities in the area are aging and/or inadequate. Flooding occurs within public right-of-way as well as on private property during heavy rain events. Several parking lots generally do not meet code requirements for paving, striping and landscaping. Many of them are cracked and crumbling. Demand for parking will continue and District managers will collaborate with the City to accommodate commercial growth in alignment with the adopted Parking Overlay District.

Deficient Land Use (*inappropriate or mixed uses of land or buildings; defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility, or usefulness*)

In general, the 2015 expansion area is under-utilized due to the significant amount of surface used as storage or left vacant. Most structures are single-story. There are vacant lots, storage lots, and auto sales lots directly across the street from Montana’s largest indoor entertainment complex and trade-show facilities. The taxable value of this district must be stabilized and encouraged to grow.

Protecting Public Health & Safety (*unsanitary or unsafe conditions; the existence of conditions that endanger life or property by fire or other causes*)

The conditions of blight, crime, vagrancy and potential brownfields, as described above, reduce “social capital” and community connectedness. Flooding promotes mold growth and related health problems.

SECTION 6 – THE SITE AND ITS RELATIONSHIP TO THE CITY

The Expanded EBURD occupies the center of the City of Billings, adjacent to the Downtown Central Business District and the medical corridor to the west; connecting to the Billings Heights area via Main Street to the northeast; welcoming visitors from Lockwood and beyond via 1st Avenue North to the southeast; and meeting up with the Rimrocks to the north.

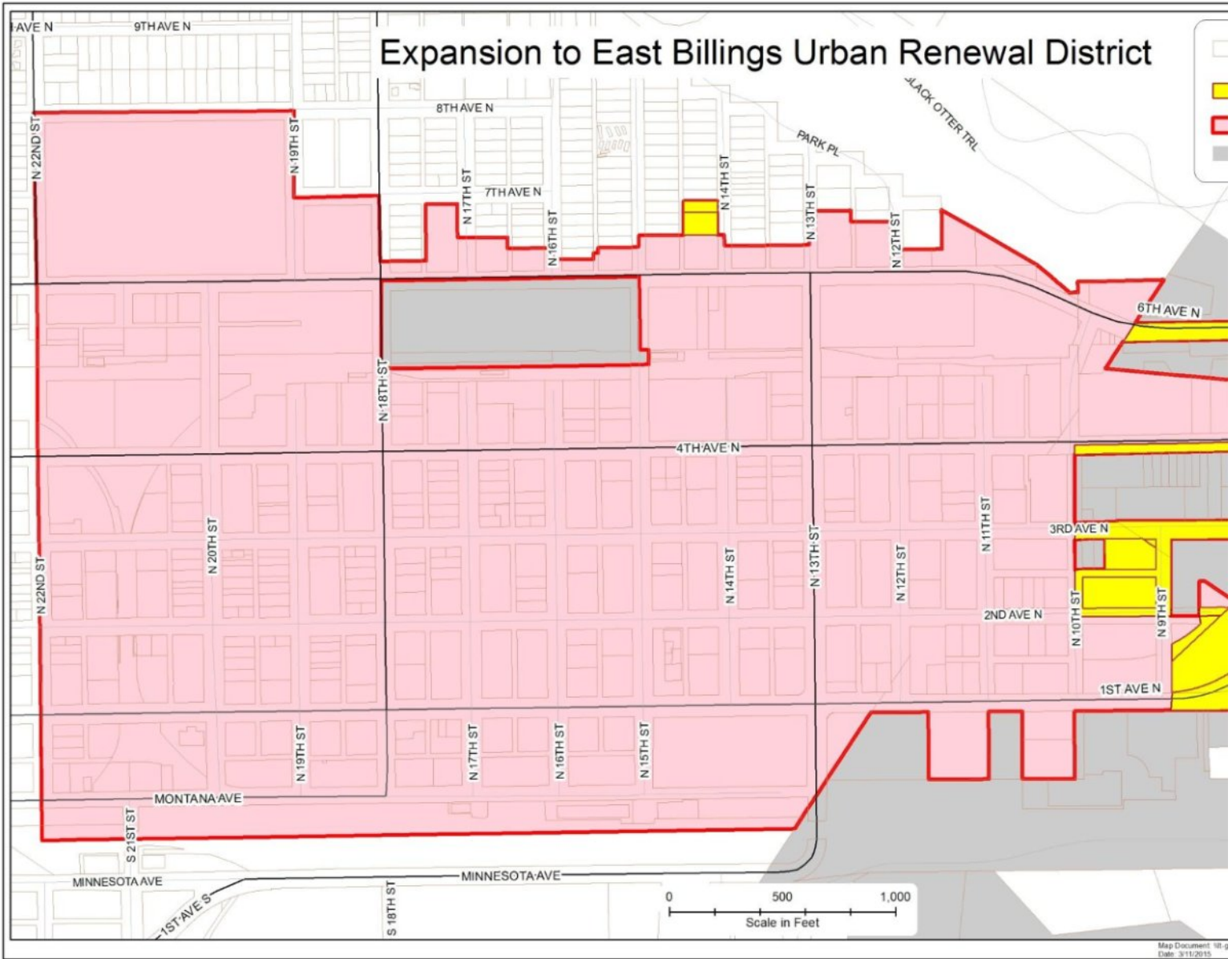
SECTION 7 – LEGAL DESCRIPTION

The legal description of the proposed 2015 Expanded East Billings Urban Renewal District is as follows: Beginning at a point at the centerlines of the intersection of 1st Avenue North and North 10th Street and proceeding east to the centerline of Exposition Drive/Main Street, and proceeding north from the intersection of 1st Avenue North and Exposition Drive/Main Street to the intersection of 6th Avenue North and Exposition Drive/Main Street, and from the intersection of 6th Avenue North and Exposition Drive/Main Street, proceeding west to the intersection of 6th Avenue North and North 10th Street, and proceeding south from the intersection of 6th Avenue North and Exposition Drive/Main Street to the intersection of 1st Avenue North and North 10th Street, encompassing all parcels and tax codes therein.

Please see map on following page.

In addition, we propose to add property designated as Tax Code A12053 (North Park Subd., S33, T01N, R 26E, Block 2, Lot 11-12) and property designated as Tax Code A12052 (North Park Subd., S33, T01 N, R26E, Block 2, Lot 7-10).. These lots, are slated for expansion of the Billings Carpet Cleaning activities.

Expansion to East Billings Urban Renewal District



SECTION 8 – PROPERTY DEVELOPERS

New development and revitalization in the proposed 2015 expanded urban renewal district will be accomplished with private investment and public-private partnerships, through the implementation of the EBURD Master Plan and the Exposition Gateway Plan. As outlined in Section 2 above, improvements in infrastructure will spur investments in workforce housing development, parking facilities, lodging facilities, conference facilities, entertainment venues, as well as retail and restaurant enterprises.

SECTION 9 – PROJECT RELATIONSHIP TO THE EBURD MASTER PLAN & EXPOSITION GATEWAY PLAN

The proposed urban renewal area and expanded tax increment district is located generally in the center of the City and encompasses several “districts” as defined by the EBURD Master Plan and the EBURD Code. The EBURD Master Plan contemplated eventual annexation of County properties adjacent to the original urban renewal district, and this Amended Urban Renewal Plan seeks to accomplish that end.

One goal of the EBURD Plan was to develop a zoning code unique to the vision of the EBURD. The new code was established and adopted in October 2012, following several months of committee work and public meetings, with consultation from a professional firm known for, literally, writing the book on form-based code options. Form-based code considers the look of the facility and its surrounding landscape, rather than basing zoning purely on the use of the facility. The new code allows for increased flexibility in uses, which was desired by landowners and developers in the area.

Generally, the EBURD Master Plan stressed the area’s ability to make a positive impact on the entire city. The Plan also recommended a private non-profit organization to assist the City of Billings with the management of the Tax Increment District through an annual work plan and contract. This expanded EBURD may be managed in a similar manner and could make use of the

redevelopment and facilitation established through that management entity, the Billings Industrial Revitalization District, Inc.

The Plan names housing as an important priority, and recommends that the City continue to work with builders and developers to encourage downtown housing through various methods. Specifically, the plan encourages housing in the Rail Spur Village. However, live-work space is allowed in several EBURD districts, as outlined in the adopted EBURD Code. The formation of an expanded tax increment district will increase funding for construction or rehabilitation of public infrastructure necessary to attract, retain, and improve housing in the area.

The guiding principles developed through the EBURD Master Plan were built upon the goals of the original Urban Renewal Plan, and continue to guide today's efforts: 1) Foster economic growth; 2) Foster distinct mixed-use, industrial, and hospitality centers; 3) Create affordable housing opportunities and choices; 4) Ensure existing industrial uses can continue to operate as desired; 5) Improve the natural beauty of the District by reintroducing trees and other features; 6) Extend pedestrian and bike trail connections to downtown, Heights, MetraPark and the Yellowstone River; 7) Integrate edges of the District with North Park neighborhood, medical corridor, and downtown; 8) Provide a variety of transportation choices and connections; 9) Complete sewer and storm water infrastructure; and 10) Understand and reduce environmental risks.

Guided by the above principles, several critical action plan steps have already been accomplished: successful approval of both the EBURD Master Plan and the Exposition Gateway Plan; successful implementation of the recommended Parking Overlay District; accomplishment of the recommended two-way streets conversion; completion of EPA Brownfields Program environmental assessments on 23 parcels, with more to take place beginning in 2015; successful adoption of the EBURD Zoning Code; completion of a transportation corridor study; and development of a plan to address flooding, storm water management, and infrastructure improvements in the eastern-most portion of the District. This amendment to the Plan and the urban renewal projects that it contemplates will continue to act upon the Plan's guiding principles.

SECTION 10 – CONFORMANCE TO THE GROWTH POLICY

One of the requirements of Montana’s Urban Renewal Law (Title 7, Chapter 15, Parts 42 and 43) is that the urban renewal plan must conform to the community’s growth policy. The Yellowstone County and City of Billings 2008 Growth Policy (“Growth Policy”) aligns with EBURD redevelopment in a variety of ways. This amendment to the East Billings Urban Renewal Plan is consistent with the current Growth Policy. Specifically, the expanded EBURD revitalization efforts meet several Community Goals and Objectives outlined on pages 6-16 of the 2008 Growth Policy:

- A. Revitalization in the EBURD meets the goal of contiguous development and of the City’s Infill Policy. Revitalization also helps to address the issue stated in the Growth Policy that 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.
- B. Development in the EBURD, especially in the Rail Spur Village area, works toward the goal of affordable housing for all income levels dispersed throughout the City and County. Development of housing helps to address the Growth Policy issue which stated that there is a serious lack of affordable housing for low to moderate income households.
- C. Adoption of the more-flexible EBURD Code and continued development efforts in the expanded area help achieve the goal of more housing and business choices within each neighborhood. Moreover, continued development in accordance with the new code assists in addressing the stated issue that there is a desire for more mixed-use neighborhoods.
- D. Addition of the Exposition Gateway area to the existing TIF District helps achieve goals to encourage economic development in the neighborhood, encourage new businesses to locate in a prime gateway area, and sets the stage for enhancement of both the functionality and the visual appeal of the entrance to Billings from Lockwood (1st Avenue North & Exposition Drive/Main Street). As noted in the Growth Policy, entryways to our communities should be attractive and not present physical barriers discouraging economic development.
- E. The EBURD is adjacent to downtown Billings, and revitalization of the area, as it continues to develop, will contribute toward the vitality and increased safety for visitors and shoppers. As stated in the Growth Policy, safety is an important element.

F. Expansion of the EBURD TIF District assists in meeting the goal of more visually appealing communities, improving the image of the area across the street from the MetraPark facilities and instilling pride in this area of town. Enhancing visual appeal helps to address the Growth Policy's stated issue that there are areas in the City and County that are unattractive and present a poor image of the community.

G. Improvements to the area as envisioned in the Exposition Gateway Plan can lead to a visually appealing design that incorporates the needs not only of vehicular traffic entering the area from Lockwood and from Main Street, but also improves pedestrian access between the MetraPark facilities and new development in the Expo Gateway. Improvements in the proposed expansion area will aid in addressing the Growth Policy's issue that the design of roads, streets, and pedestrian facilities can be more attractive and functional.

H. Expansion of the EBURD TIF District will contribute toward the goal of a well-maintained network of safe and interconnected sidewalks by addressing the critical need for sidewalks, curb and gutter in the Expo Gateway area. As noted in the Growth Policy, 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.

I. Expansion of the District to include the Expo Gateway area assists the City toward its goal of sanitary and safe properties, with an improved community image and an increase in property values. Advancing toward this goal helps to address the stated issue that there are dilapidated and unsafe properties in neighborhoods.

J. Expansion of the District allows access to TIF District funding for a long-neglected infrastructure upgrade, moving the City toward its goal of equitable collection and distribution of funding for public services and facilities. Moreover, the expansion assists the City in achieving its objective to ensure that facilities and services are maintained in existing neighborhoods as new neighborhoods are added. The Growth Policy notes that funding for community facilities and infrastructure is very limited; prudent use of TIF District funds assists in solving the limited funding issue.

K. Expansion of the TIF District to include the Expo Gateway area aligns with the City's goal of adaptive reuse of vacant structures, conserving resources, preserving landmarks, preserving neighborhood integrity, and taking advantage of economic development opportunities. Adaptive reuse helps to address the stated issue that there are vacant structures around Billings and in the

County that could be reused.

L. Expansion of the EBURD TIF District, leading to development of live-work enterprises and additional workforce housing options, helps move toward the goal of adequate affordable housing and more options for housing, potentially in an area very near to work opportunities.

Achievement of these goals assists in solving the stated Growth Policy issue that poor housing and lack of living wage jobs puts the health of residents at risk.

The Growth Policy lists Urban Renewal Districts as an implementation strategy to revitalize neighborhoods, and expansion of the EBURD aligns well with that revitalization strategy.

SECTION 11 – CERTAIN PLAN FEATURES AND FINANCIAL MATTERS

Section 7-15-4217, M.C.A., of the Act requires cities to make certain findings when they adopt an urban renewal plan and approve Urban Renewal Projects. These are addressed below:

1. The existing EBURD contains 133 housing units that are home to 305 people (*U.S. Census 2010, per Leslie Zolman, GISP, Montana Dept. of Commerce Census and Information Center, 5-7-2014*). For the entire Census Tract, including the North Park neighborhood, there are 1,995 housing units, of which 1,689 are occupied and 306 are vacant (*U.S. Census Bureau, American Community Survey Table DP04, 10-22-14*). Planned projects would not displace any persons from housing. Accordingly, there is no need to have a workable and feasible plan for substitute housing until and unless such a project is developed in the future.
2. This amended East Billings Urban Renewal Plan conforms to the Growth Policy for the City as a whole, and also to the EBURD Master Plan and the Exposition Gateway Plan.
3. This Modified Plan affords maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment of the Expanded EBURD by private enterprise. It is unreasonable to expect that the district will be stabilized and/or redeveloped without substantial public support. Some properties within the area are dilapidated. As presently constituted, property in the district is not conducive to any sort of uniform or

integrated development and, as presently existing, cannot compete with other areas of the City for substantial developments, particularly areas at the outskirts of the City. This amended Plan is intended to facilitate the identification and construction of significant Urban Renewal Projects, which would not be possible without this Plan.

4. A sound and adequate financial program exists for financing projects, which include the sale and issuance by the City of tax increment finance bonds. Subsequent approved development projects will require commitments of substantial private financing that will provide the primary means for funding construction of the improvements and revitalization efforts.
5. This 2015 Expanded EBURD may be modified at any time by the City Council as necessary to eliminate and prevent the development or spread of blighted areas, and encourage urban rehabilitation. The process for plan modification shall follow the procedures set forth in 7-15-4212 through 7-15-4219 MCA, with respect to initial adoption of this plan. For purposes of urban renewal district boundary changes only, the notice of public hearing, as described in 7-15-4215 MCA, may be mailed only to those owners whose properties are situated within the area of expansion of the Urban Renewal District boundaries. Notice will be mailed to those property owners whose properties are within the area of expansion.

SECTION 12 – TAX INCREMENT

Tax increment financing is necessary to encourage private reinvestment within the District, which will further encourage economic growth in the District and the City, create substantial employment opportunities, and increase the tax base of the City and other taxing jurisdictions. The 2015 Expanded EBURD is hereby established as a tax increment financing urban renewal area within the meaning of the Act, and, in particular, Section 7-15-4282 through 7-15-4293 of the Act. This Section constitutes a tax increment provision within the meaning of the Act. In connection with the expansion:

1. For the purpose of calculating the incremental taxable value each year for the life of the district, the base taxable value shall be calculated as base taxable value of the original

district as of [January 1, 2006] plus the base taxable value of all real and personal property added to the district by this amended plan and as shown in Exhibit A as of January 1, 2015.

2. The City is hereby authorized to segregate the tax increment derived in the district and use and deposit such increment into the tax increment fund of the district for use as authorized by the Act and as authorized herein from time to time, including, without limitation, pledging the tax increment to repayment of Bonds.
3. The tax increment received from the district may be used to pay directly costs of an approved Development Project as may from time to time be approved by the Council. The Council also hereby authorizes the use of tax increment in the district to pay debt service on bonds issued to finance a portion of the costs of these development projects, and costs associated with the sale and security of such bonds (including any necessary reserve funds) in compliance with the Act, subject to any limitations imposed by the Montana Constitution and federal law.
4. The tax increment provision of the district will terminate upon the latter of:
 - a. The fifteenth (15th) year following the original creation of the district; or
 - b. The payment or provision for payment in full or discharge of all bonds, and the payment of interest thereon, for which the tax increment has been pledged.

After termination of the tax increment provision, all taxes shall continue to be levied upon the actual taxable value of the taxable property in the district, but shall be paid into funds of the taxing bodies levying taxes within the district.

SECTION 13 – CONCLUSIONS

The creation of this expanded East Billings Urban Renewal District will have a positive impact on central Billings, and is an essential first step in completing what may be a number of urban renewal projects. Estimates calculated by ECO-Northwest in preparation of the Exposition

Gateway Plan indicate that development in the Expo Gateway has a potential new value of nearly \$65 million, with potential TIFD revenues of slightly more than \$1 million (*Financial Analysis, ECO-Northwest, April 8, 2013*). The figures are preliminary estimates; actual values and tax revenue will vary based on type, size and timing of development. Expansion of the district, in addition to further stabilizing the tax base, eliminating blight and providing renaissance to the EBURD, will also bring new employees and residents to the area.

ECO-Northwest states that the Expo Gateway District offers desirable locational attributes:

The Gateway District has several important locational advantages relative to other areas in Billings that make it a prime area for development in the hospitality and retail sectors.

- Proximity to downtown. It is centrally located near employment and commercial uses in the Central Business District, the medical campuses, and the University (directly to the west).
- Proximity to MetraPark. The county-owned multi-function facility has an indoor arena, rodeo grounds, a horse track, open space and other facilities. MetraPark has a long history of successful operation (850,000 to 1 million visitors per year, with 30% coming from over 100 miles away, per Sandra Hawke, MetraPark, February 2009), and provides opportunities for complementary meeting space and catering facilities.
- Proximity to the airport. It is closer to Billings Logan Airport (3 miles) than many areas in the Central Business District as well as areas in south and east Billings.
- Proximity to amenities and commercial areas. It is in close proximity to commercial areas downtown and in Billings Heights, which is a commercial and residential hub to the north.
- Proximity to regional highways. The District lies at the intersection of 212, I-90 and I-94.

The key comparative advantage for the area is its central location *between* downtown and MetraPark (and between the West End and the Heights) on flat land with urban services. It is a good location for urban development. (*ECO-Northwest, Existing Market Conditions Assessment, May 22, 2013*)

As stated in the Exposition Gateway Plan and as stated herein, the Exposition Gateway area requires repair and improvement to streets, curbs, gutters and sidewalks and the water and sewer utilities are inadequate. The City hereby approves, as an urban renewal project for the District, the reconstruction of the streets from Main Street to North 11th Street and between 1st Avenue North to 4th Avenue North in accordance with the Exposition Gateway Concept Plan. The streets included in the construction limits are North 9th Street, North 10th Street, 2nd Avenue North, and 3rd Avenue North. Construction includes full street construction, sidewalk, bulb-outs at the corners, on-street parking, new sanitary sewer, new water mains, and storm drain upgrades. In

order to make it possible to move forward with this much-needed infrastructure improvement project, the Yellowstone County Board of County Commissioners transferred any interest it had in the public right of way on streets within the Exposition Gateway area to the City of Billings, with Resolution 15-23, passed on March 10, 2015.

The Council through adoption of the modified East Billings Urban Renewal District hereby approves financing of the improvement project described above with proceeds of tax increment bonds payable from tax increment generated by the District. Such bonds will be issued in a principal amount such that the debt service thereon can be paid from tax increment generated by the District over a period of 25 years. The City hereby finds that there is a feasible and workable plan for financing the improvements.

Expansion of the East Billings Urban Renewal District to include the property described in this amended Plan will have a positive effect on the area and on the City. Improvements to infrastructure will surely be the catalyst in attracting the desired types of development, and will spur further achievement in reaching the goals of the overall EBURD Master Plan.

Please see Exhibit A on next page.

EXHIBIT A

2015 EBURD Expansion

TAXID	ASSESSED VALUE	TAXID	MARKET VALUE	TAXABLE VALUE	TAXID	LOT SIZE (Approx. Sq. Ft.)
1002286 Total	\$1,720.00	1002286 Total	\$912.00	\$23.00	1002286	0
A09340 Total	\$792,286.00	A09340 Total	\$621,944.00	\$15,362.00	A09340	44344.08
A09343 Total	\$688,400.00	A09343 Total	\$540,394.00	\$13,347.00	A09343	29403
A09355 Total	\$265,451.00	A09355 Total	\$208,379.00	\$5,147.00	A09355	42383.88
A09355B Total	\$45,930.00	A09355B Total	\$36,055.00	\$891.00	A09355B	6403.32
A09373 Total	\$498,600.00	A09373 Total	\$391,401.00	\$9,667.00	A09373	19035.72
A09374 Total	\$71,910.00	A09374 Total	\$56,449.00	\$1,394.00	A09374	10628.64
A09375 Total	\$43,862.00	A09375 Total	\$34,432.00	\$850.00	A09375	6054.84
D05887 Total	\$358,428.00	D05887 Total	\$281,366.00	\$6,949.00	D05887	56628
D05888 Total	\$444,941.00	D05888 Total	\$349,279.00	\$8,628.00	D05888	69260.4
D05893 Total	\$593,800.00	D05893 Total	\$466,133.00	\$11,513.00	D05893	56628
D05897 Total	\$14,973.00	D05897 Total	\$11,754.00	\$290.00	D05897	1306.8
D05898 Total	\$917,363.00	D05898 Total	\$720,129.00	\$17,787.00	D05898	91911.6
I01092A Total	\$19,200.00	I01092A Total	\$15,072.00	\$372.00	I01092A	0
Total	\$4,756,864.00	Total	\$3,733,699.00	\$92,220.00		
A12052 15000	\$92,800.00	A12052	\$49,184.00	\$1,215.00	A12052	
A12053 7500	<u>\$21,975.00</u>	A12053	<u>\$11,647.00</u>	<u>\$ 201.00</u>	A12053	
Grand Total	\$4,871,639.00		\$3,794,530.00	\$93,636.00		

Exhibit A figures provided by Yellowstone County GIS

2015 EXPANSION OF THE BILLINGS, MONTANA EAST BILLINGS URBAN RENEWAL DISTRICT, WITH TAX INCREMENT, AND AMENDMENT TO THE URBAN RENEWAL PLAN

**FOR CITY OF BILLINGS AND PLANNING REVIEW
February 2015**

Prepared by



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SECTION 1 – INTRODUCTION

On November 16, 2006, the City Council adopted Ordinance #06-5395 that (a) created the East Billings Urban Renewal District (EBURD) and (b) adopted an urban renewal plan for the district. For reasons discussed in this Amendment to the East Billings Urban Renewal District Plan (“Plan”), it has been determined that the EBURD should be expanded to include other contiguous blighted properties in need of redevelopment. Further, it has been determined that this area has been and is in need of expanded public parking, enhanced pedestrian connections and experiences, improved public safety, and infrastructure improvements to public and private properties that will alleviate flooding issues and lead to increased taxable values. The existing urban renewal plan may be modified by ordinance in accordance with the procedure described in M.C.A. § 7-15-4221. The Urban Renewal Plan of the EBURD approved by the City Council on November 16, 2006, is included by reference as part of this amended Plan and shall remain applicable except to the extent the original plan is explicitly or impliedly amended by this Plan. It is recognized as part of this Plan that the basic vision of the document known as EBURD Master Plan, adopted by the Billings City Council on September 14, 2009 (Resolution #09-18878) and by the Yellowstone County Commissioners on September 29, 2009 (Resolution #09-66), remains valid and should be considered a part. In addition, it is recognized that as part of this amended Plan, the basic vision of the document known as the Exposition Gateway Plan, approved by the Yellowstone County Commissioners on May 28, 2013, and adopted by the Billings City Council on June 24, 2013 (Resolution #13-19289) also remains valid and should be considered a part. The terms defined in “Part A.III – DEFINITIONS” of the EBURD Urban Renewal Plan shall have the same meanings in this Plan unless a contrary meaning is expressed. The expanded district proposed in this Plan is hereafter referred to as the 2015 Expanded EBURD.

SECTION 2 – BACKGROUND

The original East Billings Urban Renewal District, a tax increment finance district, was created on November 16, 2006, by a resolution which stated that it was desirable for the City to consider an urban renewal project within the District, and found that the area contains structures and property in states of substantial deterioration, properties that are obsolete or defective, posing unsanitary or unsafe conditions, are vacant and unused, and have inappropriate uses, and that the present condition of the area substantially impairs the sound functioning of the area and its environs. The Council found that the area is a blighted area within the meaning of MCA 7-15-4210, and stated that “rehabilitation, redevelopment, or a combination thereof is necessary in the interest of public health, safety and welfare of the residents.” The

Council found that undertaking measures to eradicate or diminish the blight will help to foster a more dynamic, livable, and vibrant neighborhood.

Progress has occurred within the District, as evidenced by: 1) increase in taxable value: base year value of \$1,800,794, increased to a 2014 value of \$2,502,968 (*Montana Department of Revenue Form AB-72T, 8-4-2014*); 2) successful approval of both the EBURD Master Plan and the Exposition Gateway Plan; 3) successful implementation of the recommended Parking Overlay District; 4) accomplishment of the recommended two-way streets conversion; 5) completion of EPA Brownfields Program environmental assessments on 23 parcels; 6) successful adoption of the EBURD Zoning Code; 7) completion of a Hospitality Corridor Study; and 8) approval of a project to address flooding, storm water management, and infrastructure improvements in the eastern-most portion of the District. However, many of the undesirable conditions continue to exist, and several out-of-City properties adjacent to the District have now petitioned and been approved for annexation into the City (City Council meeting, 1-26-2015). Therefore, it would be in the best interest of the City to expand the District to encompass adjacent properties, construct needed public infrastructure improvements, increase growth of the tax base, increase the parking inventory, increase the inventory of residential property, stimulate mixed-use development, and further implement the visions of the EBURD Master Plan and the Exposition Gateway Plan, both of which are consistent with the adopted City-County Growth Policy.

Although there has been improvement in the valuation of property in much of the District, the area defined by this proposed expanded tax increment district still has pockets of neglect and blight. The 2015 Expanded EBURD creates an opportunity to continue redevelopment in the center of Billings with a mixture of public and private investment.

The 2015 expansion of the EBURD is essential to planned development along Exposition Drive/Main Street, across from the MetraPark facilities. Public infrastructure construction within this expanded District will spur private investment consistent with the EBURD Master Plan, and especially pertinent to the vision of the Exposition Gateway Plan. It is expected that the expanded District may help fund the following projects:

I. Business Programs and Projects

- a. Business Retention and Recruitment
 - i. Targeted assistance to existing and potential businesses
 - ii. Development of “The EBURD Advantage” marketing materials

- iii. Collaboration with and referral to Big Sky Economic Development and its business assistance programs

II. Parking and Transportation

- a. Facilitate public transit and bicycle/pedestrian-friendly growth and development
- b. Collaborate with City regarding parking management practices and programs consistent with the Parking Overlay District
- c. Plan for future needs regarding parking lots and/or structures

III. Management, Implementation and Maintenance

- a. Billings Industrial Revitalization District, Inc. or its successor, management agreement
 - i. Project development
 - ii. Public awareness
 - iii. Advocacy and liaison between public and private sectors
- b. Potential future development of Business Improvement District
 - i. Development and promotion of a MetraPark-to-Downtown Corridor through the EBURD
 - ii. Crime prevention and public safety:
Cooperative Security and/or Business Watch Program

IV. Infrastructure Improvements

- a. Public
 - i. Public parking
 - ii. Landscaping and park development
 - iii. Street construction/improvements
 - iv. Streetscapes and traffic calming plans
 - v. Sidewalks, curbs and gutter improvements
 - vi. Storm water management
 - vii. Water and waste-water line construction/improvements
 - viii. Relocation of public and private utility lines

In order to make it possible to move forward with the much-needed infrastructure improvement projects referenced above, the Yellowstone County Board of County Commissioners transferred any interest it had in the public right of way on several streets within the Exposition Gateway area to the City of Billings, with Resolution 15-23, passed on March 10, 2015.

- b. Public infrastructure improvements will support investments in:
 - i. Workforce housing development
 - ii. Parking facilities
 - iii. Lodging facilities
 - iv. Conference facilities
 - v. Entertainment venues
 - vi. Retail and restaurant enterprises

V. Housing Improvements

- a. Increase in workforce housing and live-work mixed-use projects

- b. Revitalization and redevelopment of sub-standard residential housing stock

SECTION 3 – SUMMARY OF BLIGHT FINDINGS

The area in the proposed 2015 expansion of the EBURD contains blight, particularly those parcels directly west of the MetraPark facilities which host events that attract hundreds of thousands of visitors each year. Within the district there is structural deterioration, under-utilized structures and vacant lots, and a railroad spur line that is little used. A major issue that rises to the forefront in every planning discussion is that of inadequate storm water management. Without curb and gutter to direct its flow, water pools in low spots and floods buildings. Several of the commercial buildings in the district are deteriorated and/or vacant and need demolition or renovation. Sidewalks are cracked or non-existent; alleys are deteriorated, and, in general, much of the area is below accepted standards. In contrast to the above, there are certain properties within the district in good repair but included in the district to allow for a contiguous block of land within the district and because pockets of revitalization cannot be sustained if areas of neglect and blight surround them. Over time, without ongoing managed urban renewal, even these success stories could once again decline in taxable value.

SECTION 4 – DESCRIPTION OF BLIGHTED AREA

The 2015 expanded urban renewal area described for this amended Plan incorporates most of the Exposition Gateway area, including those properties annexed in January 2015. Major flooding problems occur with rainstorms, as the infrastructure is inadequate for storm water flow and drainage. The subject properties have been used as car sales lots, truck and truck parts sales, vacant lots partially used for equipment storage, as well as some active business enterprises. Many of these structures are unsuited to their current uses because of age obsolescence and physical deterioration.

Montana's Urban Renewal Law (Montana Code Annotated Title 7, Chapter 15, Parts 42 and 43) provides the authority to declare the existence of blighted areas and to target them for improvements. "Blighted area" is defined in Section 7-15-4206(2), M.C.A., as follows:

[A]n area that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; substantially impairs or arrests the sound growth of the city or its environs; retards the provision of housing accommodations; or constitutes an economic or social liability or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:

- (a) *the substantial physical dilapidation; deterioration; defective construction, material, and arrangement; or age obsolescence of buildings or improvements, whether residential or nonresidential;*
- (b) *inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality;*
- (c) *inappropriate or mixed uses of land or buildings;*
- (d) *high density of population and overcrowding;*
- (e) *defective or inadequate street layout;*
- (f) *faulty lot layout in relation to size, adequacy, accessibility, or usefulness;*
- (g) *excessive land coverage;*
- (h) *unsanitary or unsafe conditions;*
- (i) *deterioration of site;*
- (j) *diversity of ownership;*
- (k) *tax or special assessment delinquency exceeding the fair value of the land;*
- (l) *defective or unusual conditions of title;*
- (m) *improper subdivision or obsolete platting;*
- (n) *the existence of conditions that endanger life or property by fire or other causes; or*
- (o) *any combination of the factors listed in this subsection (2).*

The land being added to the Plan area in 2015 includes 14 property tax codes, as listed in Exhibit A, with total assessed value of \$4,871,639. As noted in the 2006 approved Urban Renewal Plan, there are specific “target areas” that should be immediately considered for redevelopment. The properties on Exposition Drive represent an immediate opportunity to capitalize on the traffic generated by MetraPark events.

The EBURD area is part of Census Tract 2, with a population of 3,751. Within the tract, 28.98 percent of residents live below the Federal Poverty Line, with an estimated 2014 median family income of \$30,263. By comparison, in the greater Billings population of 109,059, only 13.1 percent live below the Federal Poverty Line. ([www.ffiec.gov/geocode/CensusDemo 07-01-2014](http://www.ffiec.gov/geocode/CensusDemo%2007-01-2014) & <http://quickfacts.census.gov>.)

There are 1,995 housing units in Tract 2, with 61.7 percent of the units (1,231) built prior to 1960 (55 years ago or more). Of those 1,231 older units, 546 were built in 1939 or earlier. Of the 446 owner-occupied housing units in the tract, 96 percent (428) are valued at less than \$200,000. In fact, 85 of the 446 units (19.1 percent) are valued at less than \$100,000. Indeed, there are a few occupied housing units (16) that lack complete plumbing and/or kitchen facilities. The tract holds 1,243 units where occupants are paying rent. The majority of renters (52.4 percent) pay between \$500 and \$749 per month. However, 29.2 percent (363 renters) pay between \$200 and \$499 per month. There are even a number of renters (23) living in units at less than \$200 per month. Census Tract 2 has a somewhat transient population. Of the 1,689 households, 83.9 percent, or 1,418 householders, moved into the current unit in 2000 or more recently.

Only 16 percent, or 271 householders, have resided in the current unit since 1999 or prior years. (*U.S. Census Bureau, 2008-2012 American Community Survey 5-year Estimates, Table DP04 10-22-14.*)

Public transit, walking and bicycling facilities are important for the area, as 21.6 percent of households (365) do not have a vehicle available. Moreover, the tract houses 406 students in kindergarten through eighth-grade, along with 25 high school attendees and 248 college students. In commuting to work, although the majority of those age 16 and over drove or carpoled to work (72.6 percent), a significant number - 14.9 percent (285 people) - walked to work, and 11.1 percent (212 people) used public transportation or other means of getting to work. (*U.S. Census Bureau, 2008-2012 American Community Survey 5-year Estimates, Tables DP03 & S1401 10-22-14.*)

The EBURD census tract, along with the nearby Heights-Main Street area, is designated by the Billings Police Department as “Beat 3,” or the “East” patrol beat. The East Beat has experienced, over the past three years, increasing numbers of calls for service. In the year 2011, the East Beat had 7,756 calls. Number of calls increased to 9,804 in 2012, and jumped to 10,507 (third highest beat of the nine in the City) for 2013. (*Billings Police Department 2013 Annual Report, www.ci.billings.mt.us.*) Unfortunately, there have recently been two murder incidents in the area as well. Parks personnel, during the October conference on addressing homeless/transient issues, mentioned that homeless individuals are congregating under the Rims in the EBURD, as well as in North Park.

Brownfields, defined as areas with actual or perceived environmental contamination issues, can contribute to unsafe and dangerous conditions, as well as discourage redevelopment efforts. Big Sky Economic Development, in a cooperative agreement with the U.S. Environmental Protection Agency, has secured funding for environmental assessments of properties in the EBURD. With its first round of funding, Big Sky Economic Development contracted with an environmental engineering firm to assess 23 parcels of land in the EBURD to determine “Phase I” conditions (looking at the historical uses of the property and assessing any observed potential contamination issues). In addition, nine parcels were examined with more in-depth “Phase II” assessments, where soil and water testing took place. While none of the completed Phase II assessments pointed to remediation requirements, there are still a number of sites that are advised for Phase II assessment, and many parcels that have not received any environmental assessment to date. Big Sky Economic Development has secured additional EPA Brownfields Program funding with which to accomplish additional environmental assessments in the EBURD beginning in spring 2015, at no cost to property owners who volunteer for the program.

SECTION 5 – DETERMINATION OF BLIGHT

The proposed EBURD Expansion area contains a number of underdeveloped properties and substandard facilities. The Council previously determined that the property included in the EBURD was “blighted” within the meaning of the Act in its adoption of Ordinance #06-5395 that (a) created the East Billings Urban Renewal District (EBURD) and (b) adopted an urban renewal plan for the district (November 16, 2006). Deficiencies in public and private properties located in the district lead to a determination of blight, as defined by state statute. As cited in the original Urban Renewal Plan, the area still meets several definitions of blight:

Deficient Structures in Area (*the substantial physical dilapidation; deterioration; defective construction, material, and arrangement; or age obsolescence of buildings or improvements, whether residential or nonresidential; deterioration of site*)

There are several buildings and residential structures that are over 50 years in age and do not qualify as being historically significant. Many are in poor repair and may contain potentially hazardous asbestos and lead paint.

While streets, curbs, gutters and sidewalks in some of the area are in satisfactory repair, there are areas without such improvements. Sewer and water utilities in the area are aging and/or inadequate. Flooding occurs within public right-of-way as well as on private property during heavy rain events. Several parking lots generally do not meet code requirements for paving, striping and landscaping. Many of them are cracked and crumbling. Demand for parking will continue and District managers will collaborate with the City to accommodate commercial growth in alignment with the adopted Parking Overlay District.

Deficient Land Use (*inappropriate or mixed uses of land or buildings; defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility, or usefulness*)

In general, the 2015 expansion area is under-utilized due to the significant amount of surface used as storage or left vacant. Most structures are single-story. There are vacant lots, storage lots, and auto sales lots directly across the street from Montana’s largest indoor entertainment complex and trade-show facilities. The taxable value of this district must be stabilized and encouraged to grow.

Protecting Public Health & Safety (*unsanitary or unsafe conditions; the existence of conditions that endanger life or property by fire or other causes*)

The conditions of blight, crime, vagrancy and potential brownfields, as described above, reduce “social capital” and community connectedness. Flooding promotes mold growth and related health problems.

SECTION 6 – THE SITE AND ITS RELATIONSHIP TO THE CITY

The Expanded EBURD occupies the center of the City of Billings, adjacent to the Downtown Central Business District and the medical corridor to the west; connecting to the Billings Heights area via Main Street to the northeast; welcoming visitors from Lockwood and beyond via 1st Avenue North to the southeast; and meeting up with the Rimrocks to the north.

SECTION 7 – LEGAL DESCRIPTION

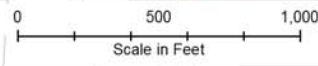
The legal description of the proposed 2015 Expanded East Billings Urban Renewal District is as follows: Beginning at a point at the centerlines of the intersection of 1st Avenue North and North 10th Street and proceeding east to the centerline of Exposition Drive/Main Street, and proceeding north from the intersection of 1st Avenue North and Exposition Drive/Main Street to the intersection of 6th Avenue North and Exposition Drive/Main Street, and from the intersection of 6th Avenue North and Exposition Drive/Main Street, proceeding west to the intersection of 6th Avenue North and North 10th Street, and proceeding south from the intersection of 6th Avenue North and Exposition Drive/Main Street to the intersection of 1st Avenue North and North 10th Street, encompassing all parcels and tax codes therein.

Please see map on following page.

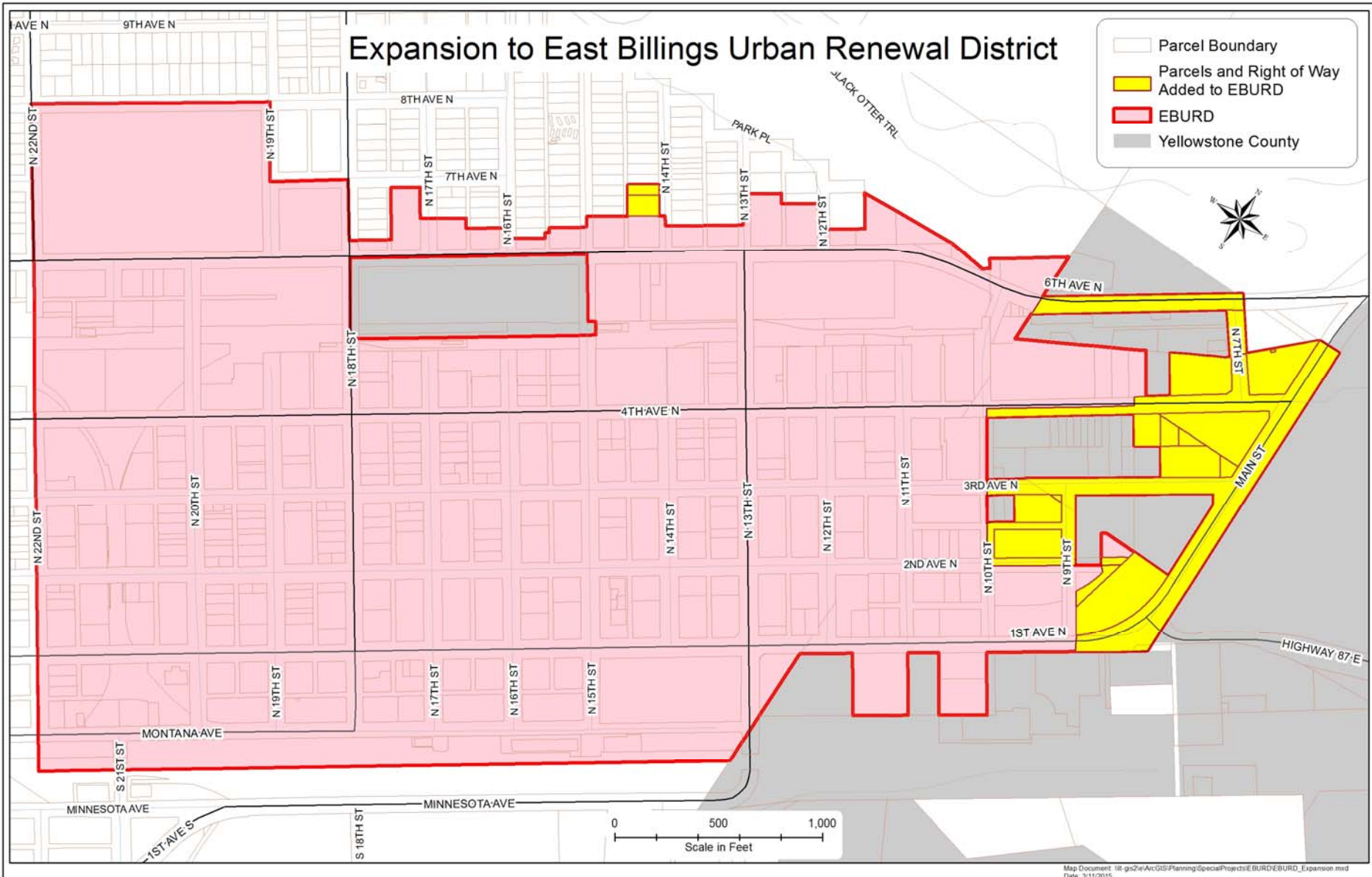
In addition, we propose to add property designated as Tax Code A12053 (North Park Subd., S33, T01N, R 26E, Block 2, Lot 11-12) and property designated as Tax Code A12052 (North Park Subd., S33, T01 N, R26E, Block 2, Lot 7-10).. These lots, are slated for expansion of the Billings Carpet Cleaning activities.

Expansion to East Billings Urban Renewal District

- Parcel Boundary
- Parcels and Right of Way Added to EBURD
- EBURD
- Yellowstone County



Map Document: I:\GIS\ArcGIS\Planning\SpecialProjects\EBURD\EBURD_Expansion.mxd
Date: 3/11/2015



SECTION 8 – PROPERTY DEVELOPERS

New development and revitalization in the proposed 2015 expanded urban renewal district will be accomplished with private investment and public-private partnerships, through the implementation of the EBURD Master Plan and the Exposition Gateway Plan. As outlined in Section 2 above, improvements in infrastructure will spur investments in workforce housing development, parking facilities, lodging facilities, conference facilities, entertainment venues, as well as retail and restaurant enterprises.

SECTION 9 – PROJECT RELATIONSHIP TO THE EBURD MASTER PLAN & EXPOSITION GATEWAY PLAN

The proposed urban renewal area and expanded tax increment district is located generally in the center of the City and encompasses several “districts” as defined by the EBURD Master Plan and the EBURD Code. The EBURD Master Plan contemplated eventual annexation of County properties adjacent to the original urban renewal district, and this Amended Urban Renewal Plan seeks to accomplish that end.

One goal of the EBURD Plan was to develop a zoning code unique to the vision of the EBURD. The new code was established and adopted in October 2012, following several months of committee work and public meetings, with consultation from a professional firm known for, literally, writing the book on form-based code options. Form-based code considers the look of the facility and its surrounding landscape, rather than basing zoning purely on the use of the facility. The new code allows for increased flexibility in uses, which was desired by landowners and developers in the area.

Generally, the EBURD Master Plan stressed the area’s ability to make a positive impact on the entire city. The Plan also recommended a private non-profit organization to assist the City of Billings with the management of the Tax Increment District through an annual work plan and contract. This expanded EBURD may be managed in a similar manner and could make use of the redevelopment and facilitation established through that management entity, the Billings Industrial Revitalization District, Inc.

The Plan names housing as an important priority, and recommends that the City continue to work with builders and developers to encourage downtown housing through various methods. Specifically, the plan encourages housing in the Rail Spur Village. However, live-work space is allowed in several EBURD districts, as outlined in the adopted EBURD Code. The formation of an expanded tax increment district will

increase funding for construction or rehabilitation of public infrastructure necessary to attract, retain, and improve housing in the area.

The guiding principles developed through the EBURD Master Plan were built upon the goals of the original Urban Renewal Plan, and continue to guide today's efforts: 1) Foster economic growth; 2) Foster distinct mixed-use, industrial, and hospitality centers; 3) Create affordable housing opportunities and choices; 4) Ensure existing industrial uses can continue to operate as desired; 5) Improve the natural beauty of the District by reintroducing trees and other features; 6) Extend pedestrian and bike trail connections to downtown, Heights, MetraPark and the Yellowstone River; 7) Integrate edges of the District with North Park neighborhood, medical corridor, and downtown; 8) Provide a variety of transportation choices and connections; 9) Complete sewer and storm water infrastructure; and 10) Understand and reduce environmental risks.

Guided by the above principles, several critical action plan steps have already been accomplished: successful approval of both the EBURD Master Plan and the Exposition Gateway Plan; successful implementation of the recommended Parking Overlay District; accomplishment of the recommended two-way streets conversion; completion of EPA Brownfields Program environmental assessments on 23 parcels, with more to take place beginning in 2015; successful adoption of the EBURD Zoning Code; completion of a transportation corridor study; and development of a plan to address flooding, storm water management, and infrastructure improvements in the eastern-most portion of the District. This amendment to the Plan and the urban renewal projects that it contemplates will continue to act upon the Plan's guiding principles.

SECTION 10 – CONFORMANCE TO THE GROWTH POLICY

One of the requirements of Montana's Urban Renewal Law (Title 7, Chapter 15, Parts 42 and 43) is that the urban renewal plan must conform to the community's growth policy. The Yellowstone County and City of Billings 2008 Growth Policy ("Growth Policy") aligns with EBURD redevelopment in a variety of ways. This amendment to the East Billings Urban Renewal Plan is consistent with the current Growth Policy. Specifically, the expanded EBURD revitalization efforts meet several Community Goals and Objectives outlined on pages 6-16 of the 2008 Growth Policy:

A. Revitalization in the EBURD meets the goal of contiguous development and of the City's Infill Policy. Revitalization also helps to address the issue stated in the Growth Policy that 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.

B. Development in the EBURD, especially in the Rail Spur Village area, works toward the goal of affordable housing for all income levels dispersed throughout the City and County. Development of housing helps to address the Growth Policy issue which stated that there is a serious lack of affordable housing for low to moderate income households.

C. Adoption of the more-flexible EBURD Code and continued development efforts in the expanded area help achieve the goal of more housing and business choices within each neighborhood. Moreover, continued development in accordance with the new code assists in addressing the stated issue that there is a desire for more mixed-use neighborhoods.

D. Addition of the Exposition Gateway area to the existing TIF District helps achieve goals to encourage economic development in the neighborhood, encourage new businesses to locate in a prime gateway area, and sets the stage for enhancement of both the functionality and the visual appeal of the entrance to Billings from Lockwood (1st Avenue North & Exposition Drive/Main Street). As noted in the Growth Policy, entryways to our communities should be attractive and not present physical barriers discouraging economic development.

E. The EBURD is adjacent to downtown Billings, and revitalization of the area, as it continues to develop, will contribute toward the vitality and increased safety for visitors and shoppers. As stated in the Growth Policy, safety is an important element.

F. Expansion of the EBURD TIF District assists in meeting the goal of more visually appealing communities, improving the image of the area across the street from the MetraPark facilities and instilling pride in this area of town. Enhancing visual appeal helps to address the Growth Policy's stated issue that there are areas in the City and County that are unattractive and present a poor image of the community.

G. Improvements to the area as envisioned in the Exposition Gateway Plan can lead to a visually appealing design that incorporates the needs not only of vehicular traffic entering the area from Lockwood and from Main Street, but also improves pedestrian access between the MetraPark facilities and new development in the Expo Gateway. Improvements in the proposed expansion area will aid in addressing the Growth Policy's issue that the design of roads, streets, and pedestrian facilities can be more attractive and functional.

H. Expansion of the EBURD TIF District will contribute toward the goal of a well-maintained network of safe and interconnected sidewalks by addressing the critical need for sidewalks, curb and gutter in the Expo Gateway area. As noted in the Growth Policy, 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.

I. Expansion of the District to include the Expo Gateway area assists the City toward its goal of sanitary and

safe properties, with an improved community image and an increase in property values. Advancing toward this goal helps to address the stated issue that there are dilapidated and unsafe properties in neighborhoods.

J. Expansion of the District allows access to TIF District funding for a long-neglected infrastructure upgrade, moving the City toward its goal of equitable collection and distribution of funding for public services and facilities. Moreover, the expansion assists the City in achieving its objective to ensure that facilities and services are maintained in existing neighborhoods as new neighborhoods are added. The Growth Policy notes that funding for community facilities and infrastructure is very limited; prudent use of TIF District funds assists in solving the limited funding issue.

K. Expansion of the TIF District to include the Expo Gateway area aligns with the City's goal of adaptive reuse of vacant structures, conserving resources, preserving landmarks, preserving neighborhood integrity, and taking advantage of economic development opportunities. Adaptive reuse helps to address the stated issue that there are vacant structures around Billings and in the County that could be reused.

L. Expansion of the EBURD TIF District, leading to development of live-work enterprises and additional workforce housing options, helps move toward the goal of adequate affordable housing and more options for housing, potentially in an area very near to work opportunities. Achievement of these goals assists in solving the stated Growth Policy issue that poor housing and lack of living wage jobs puts the health of residents at risk.

The Growth Policy lists Urban Renewal Districts as an implementation strategy to revitalize neighborhoods, and expansion of the EBURD aligns well with that revitalization strategy.

SECTION 11 – CERTAIN PLAN FEATURES AND FINANCIAL MATTERS

Section 7-15-4217, M.C.A., of the Act requires cities to make certain findings when they adopt an urban renewal plan and approve Urban Renewal Projects. These are addressed below:

1. The existing EBURD contains 133 housing units that are home to 305 people (*U.S. Census 2010, per Leslie Zolman, GISP, Montana Dept. of Commerce Census and Information Center, 5-7-2014*). For the entire Census Tract, including the North Park neighborhood, there are 1,995 housing units, of which 1,689 are occupied and 306 are vacant (*U.S. Census Bureau, American Community Survey Table DP04, 10-22-14*). Planned projects would not displace any persons from housing. Accordingly, there is no need to have a workable and feasible plan for substitute housing until and unless such a project is developed in the future.

2. This amended East Billings Urban Renewal Plan conforms to the Growth Policy for the City as a whole, and also to the EBURD Master Plan and the Exposition Gateway Plan.
3. This Modified Plan affords maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment of the Expanded EBURD by private enterprise. It is unreasonable to expect that the district will be stabilized and/or redeveloped without substantial public support. Some properties within the area are dilapidated. As presently constituted, property in the district is not conducive to any sort of uniform or integrated development and, as presently existing, cannot compete with other areas of the City for substantial developments, particularly areas at the outskirts of the City. This amended Plan is intended to facilitate the identification and construction of significant Urban Renewal Projects, which would not be possible without this Plan.
4. A sound and adequate financial program exists for financing projects, which include the sale and issuance by the City of tax increment finance bonds. Subsequent approved development projects will require commitments of substantial private financing that will provide the primary means for funding construction of the improvements and revitalization efforts.
5. This 2015 Expanded EBURD may be modified at any time by the City Council as necessary to eliminate and prevent the development or spread of blighted areas, and encourage urban rehabilitation. The process for plan modification shall follow the procedures set forth in 7-15-4212 through 7-15-4219 MCA, with respect to initial adoption of this plan. For purposes of urban renewal district boundary changes only, the notice of public hearing, as described in 7-15-4215 MCA, may be mailed only to those owners whose properties are situated within the area of expansion of the Urban Renewal District boundaries. Notice will be mailed to those property owners whose properties are within the area of expansion.

SECTION 12 – TAX INCREMENT

Tax increment financing is necessary to encourage private reinvestment within the District, which will further encourage economic growth in the District and the City, create substantial employment opportunities, and increase the tax base of the City and other taxing jurisdictions. The 2015 Expanded EBURD is hereby established as a tax increment financing urban renewal area within the meaning of the

Act, and, in particular, Section 7-15-4282 through 7-15-4293 of the Act. This Section constitutes a tax increment provision within the meaning of the Act. In connection with the expansion:

1. For the purpose of calculating the incremental taxable value each year for the life of the district, the base taxable value shall be calculated as base taxable value of the original district as of [January 1, 2006] plus the base taxable value of all real and personal property added to the district by this amended plan and as shown in Exhibit A as of January 1, 2015.
2. The City is hereby authorized to segregate the tax increment derived in the district and use and deposit such increment into the tax increment fund of the district for use as authorized by the Act and as authorized herein from time to time, including, without limitation, pledging the tax increment to repayment of Bonds.
3. The tax increment received from the district may be used to pay directly costs of an approved Development Project as may from time to time be approved by the Council. The Council also hereby authorizes the use of tax increment in the district to pay debt service on bonds issued to finance a portion of the costs of these development projects, and costs associated with the sale and security of such bonds (including any necessary reserve funds) in compliance with the Act, subject to any limitations imposed by the Montana Constitution and federal law.
4. The tax increment provision of the district will terminate upon the latter of:
 - a. The fifteenth (15th) year following the original creation of the district; or
 - b. The payment or provision for payment in full or discharge of all bonds, and the payment of interest thereon, for which the tax increment has been pledged.

After termination of the tax increment provision, all taxes shall continue to be levied upon the actual taxable value of the taxable property in the district, but shall be paid into funds of the taxing bodies levying taxes within the district.

SECTION 13 – CONCLUSIONS

The creation of this expanded East Billings Urban Renewal District will have a positive impact on central Billings, and is an essential first step in completing what may be a number of urban renewal projects.

Estimates calculated by ECO-Northwest in preparation of the Exposition Gateway Plan indicate that development in the Expo Gateway has a potential new value of nearly \$65 million, with potential TIFD revenues of slightly more than \$1 million (*Financial Analysis, ECO-Northwest, April 8, 2013*). The figures are preliminary estimates; actual values and tax revenue will vary based on type, size and timing of development. Expansion of the district, in addition to further stabilizing the tax base, eliminating blight and providing renaissance to the EBURD, will also bring new employees and residents to the area.

ECO-Northwest states that the Expo Gateway District offers desirable locational attributes:

The Gateway District has several important locational advantages relative to other areas in Billings that make it a prime area for development in the hospitality and retail sectors.

- Proximity to downtown. It is centrally located near employment and commercial uses in the Central Business District, the medical campuses, and the University (directly to the west).
- Proximity to MetraPark. The county-owned multi-function facility has an indoor arena, rodeo grounds, a horse track, open space and other facilities. MetraPark has a long history of successful operation (850,000 to 1 million visitors per year, with 30% coming from over 100 miles away, per Sandra Hawke, MetraPark, February 2009), and provides opportunities for complementary meeting space and catering facilities.
- Proximity to the airport. It is closer to Billings Logan Airport (3 miles) than many areas in the Central Business District as well as areas in south and east Billings.
- Proximity to amenities and commercial areas. It is in close proximity to commercial areas downtown and in Billings Heights, which is a commercial and residential hub to the north.
- Proximity to regional highways. The District lies at the intersection of 212, I-90 and I-94.

The key comparative advantage for the area is its central location *between* downtown and MetraPark (and between the West End and the Heights) on flat land with urban services. It is a good location for urban development. (*ECO-Northwest, Existing Market Conditions Assessment, May 22, 2013*)

As stated in the Exposition Gateway Plan and as stated herein, the Exposition Gateway area requires repair and improvement to streets, curbs, gutters and sidewalks and the water and sewer utilities are inadequate. The City hereby approves, as an urban renewal project for the District, the reconstruction of the streets from Main Street to North 11th Street and between 1st Avenue North to 4th Avenue North in accordance with the Exposition Gateway Concept Plan. The streets included in the construction limits are North 9th Street, North 10th Street, 2nd Avenue North, and 3rd Avenue North. Construction includes full street construction, sidewalk, bulb-outs at the corners, on-street parking, new sanitary sewer, new water mains, and storm drain upgrades. In order to make it possible to move forward with this much-needed infrastructure improvement project, the Yellowstone County Board of County Commissioners transferred any interest it had in the public right of way on streets within the Exposition Gateway area to the City of Billings, with Resolution 15-23, passed on March 10, 2015.

The Council through adoption of the modified East Billings Urban Renewal District hereby approves financing of the improvement project described above with proceeds of tax increment bonds payable from tax increment generated by the District. Such bonds will be issued in a principal amount such that the debt service thereon can be paid from tax increment generated by the District over a period of 25 years. The City hereby finds that there is a feasible and workable plan for financing the improvements.

Expansion of the East Billings Urban Renewal District to include the property described in this amended Plan will have a positive effect on the area and on the City. Improvements to infrastructure will surely be the catalyst in attracting the desired types of development, and will spur further achievement in reaching the goals of the overall EBURD Master Plan.

Please see Exhibit A on next page.

EXHIBIT A

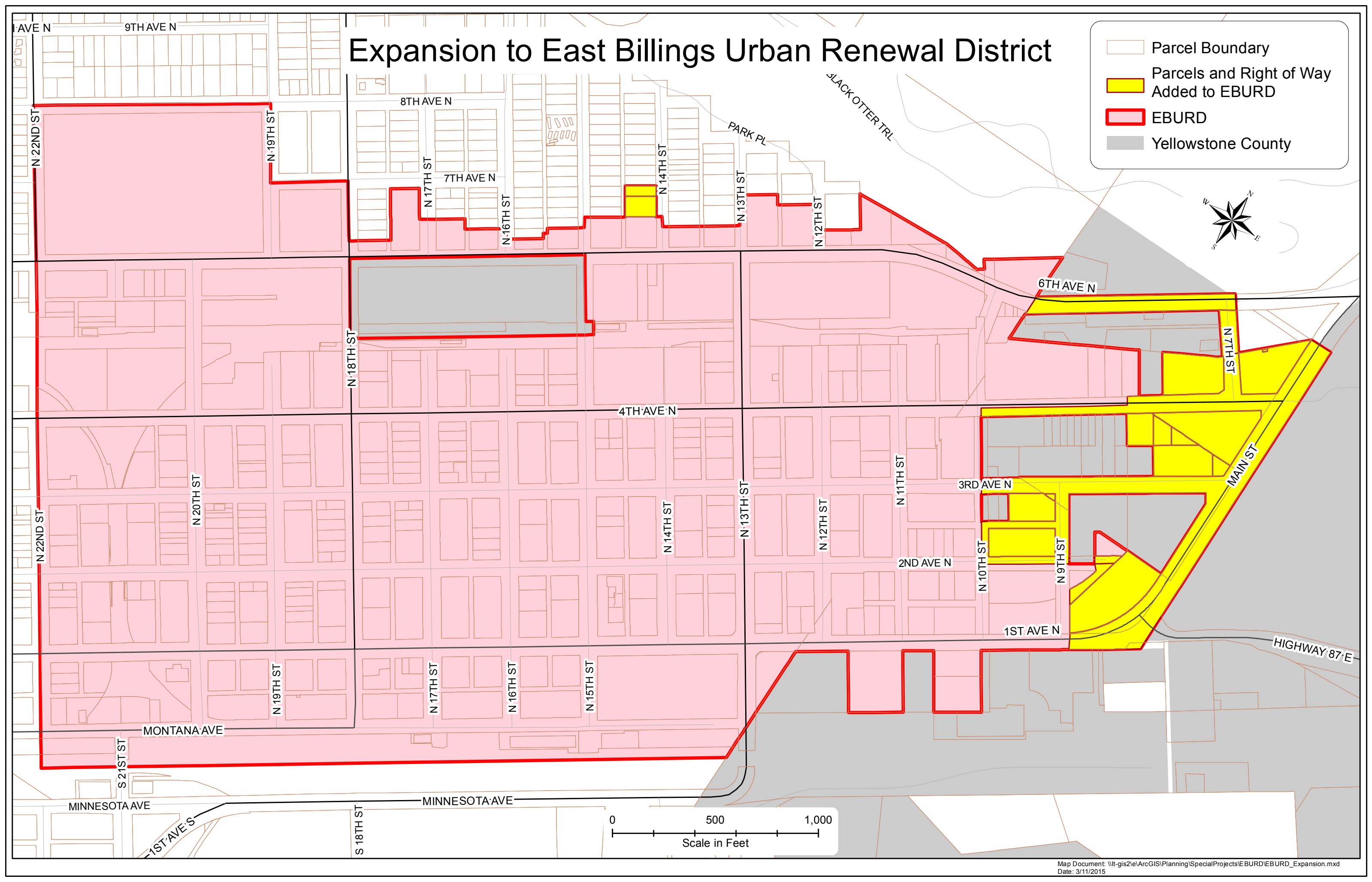
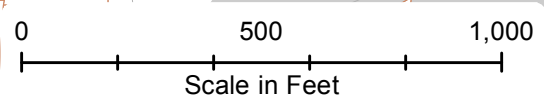
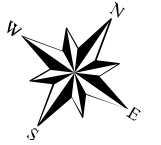
2015 EBURD Expansion

TAXID	ASSESSED VALUE	TAXID	MARKET VALUE	TAXABLE VALUE	TAXID	LOT SIZE (Approx. Sq. Ft.)
1002286 Total	\$1,720.00	1002286 Total	\$912.00	\$23.00	1002286	0
A09340 Total	\$792,286.00	A09340 Total	\$621,944.00	\$15,362.00	A09340	44344.08
A09343 Total	\$688,400.00	A09343 Total	\$540,394.00	\$13,347.00	A09343	29403
A09355 Total	\$265,451.00	A09355 Total	\$208,379.00	\$5,147.00	A09355	42383.88
A09355B Total	\$45,930.00	A09355B Total	\$36,055.00	\$891.00	A09355B	6403.32
A09373 Total	\$498,600.00	A09373 Total	\$391,401.00	\$9,667.00	A09373	19035.72
A09374 Total	\$71,910.00	A09374 Total	\$56,449.00	\$1,394.00	A09374	10628.64
A09375 Total	\$43,862.00	A09375 Total	\$34,432.00	\$850.00	A09375	6054.84
D05887 Total	\$358,428.00	D05887 Total	\$281,366.00	\$6,949.00	D05887	56628
D05888 Total	\$444,941.00	D05888 Total	\$349,279.00	\$8,628.00	D05888	69260.4
D05893 Total	\$593,800.00	D05893 Total	\$466,133.00	\$11,513.00	D05893	56628
D05897 Total	\$14,973.00	D05897 Total	\$11,754.00	\$290.00	D05897	1306.8
D05898 Total	\$917,363.00	D05898 Total	\$720,129.00	\$17,787.00	D05898	91911.6
I01092A Total	\$19,200.00	I01092A Total	\$15,072.00	\$372.00	I01092A	0
Total	\$4,756,864.00	Total	\$3,733,699.00	\$92,220.00		
A12052	\$92,800.00	A12052	\$49,184.00	\$1,215.00	A12052	15000
A12053	<u>\$21,975.00</u>	A12053	<u>\$11,647.00</u>	<u>\$ 201.00</u>	A12053	7500
Grand Total	\$4,871,639.00		\$3,794,530.00	\$93,636.00		

Exhibit A figures provided by Yellowstone County GIS

Expansion to East Billings Urban Renewal District

- Parcel Boundary
- Parcels and Right of Way Added to EBURD
- EBURD
- Yellowstone County



YELLOWSTONE COUNTY BOARD OF PLANNING

Serving Yellowstone County, the City of Billings, and the Town of Broadview

2825, 3rd Avenue North
4th Floor

Billings, MT 59102

406-247-8676

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March 24, 2015

Mayor and City Council
City of Billings, Montana

RE: Expansion of the East Billings Urban Renewal District

Honorable Mayor and City Council:

As President of the Yellowstone County Board of Planning, I am forwarding the Board's recommendation for the expansion of the East Billings Tax Increment Finance District area and modification to the Urban Renewal Plan. On March 24, 2015, the Planning Board reviewed the proposed East Billings Urban Renewal Plan as to its conformity with the Growth Policy. The Planning Board voted to forward a recommendation to City Council of approval of the modified Plan and its conformity with the 2008 Yellowstone County and City of Billings Growth Policy.

This item was duly posted on the Planning Board agenda for its regular meeting held March 10, 2015 and March 24, 2015, as per the Board's two-step process for consideration of action items. The Yellowstone County Board of Planning reviewed the expanded District area, approved the modified East Billings Urban Renewal Plan, and found it to be in conformance with the 2008 Growth Policy. A few specific examples of how the expanded EBURD revitalization efforts meet several Community Goals and Objectives outlined in the 2008 Growth Policy include:

- Land Use Goal #4, "Contiguous development focused in and around existing population centers separated by open space."
- Economic Development Goal #1, "Coordinated economic development efforts that target business recruitment, retention, and expansion."
- Land Use Goal #5, "Affordable housing for all income levels dispersed throughout the City and County."
- Land Use Goal #6, "More housing and business choices within each neighborhood."
- Aesthetics Goal #1, "Visually appealing communities."

The Board respectfully submits this recommendation to the City of Billings Mayor and City Council for consideration.

Respectfully Yours,

A handwritten signature in blue ink that reads "Richard Clark".

Richard Clark, President

Yellowstone County Board of Planning

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: Public Hearing to Vacate the alley within Block 38, Fosters Addition

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

Honaker Realty and Thomas Properties have petitioned to vacate the alley within Block 38, Fosters Addition. This alley is located between North 27th Street and North 26th Street and 7th Avenue North and 8th Avenue North. Honaker Realty is purchasing all of the lots within the block except the two properties owned by Thomas Properties. Thomas Properties owns the property that is occupied by KFC. Honaker Realty is proposing to redevelop all of the remaining properties into a hotel with parking. The alley will be utilized as a private drive with a drive thru canopy extending over the current alley way. This type of private improvement is not allowed over public right of way, so vacating the alley is the best option. The area of the alley proposed to be vacated is 6,000 square feet. There is a public sanitary sewer main within the alley which will continue to exist within an easement.

ALTERNATIVES ANALYZED

After conducting a public hearing, the Council may:

- Approve the vacation of the above-mentioned right-of-way; or
- Do not approve the vacation of the above-mentioned right-of-way. If this vacation is not approved, the developer of the property will need to redesign the site.

FINANCIAL IMPACT

The petitioners have provided a market analysis by a realtor for the right of way. Matt Robertson from NAI Business Properties has established the value of the right of way at \$36,062.66. The petitioner will be required to pay the city this amount for the right of way.

RECOMMENDATION

Staff recommends City Council conduct the public hearing and approve the vacation of the alley within Block 38, Fosters Addition.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution to Vacate

Application and Market Analysis

RESOLUTION NO. 15-_____

A RESOLUTION OF THE CITY OF BILLINGS, MONTANA, DISCONTINUING AND VACATING **alley within Block 38, Foster's Addition to the Town of Billings.**

WHEREAS, a proper petition was filed with the City Council of the City of Billings, Montana, as per Section 22-601 BMCC, requesting discontinuance and vacation of **alley within Block 38, Foster's Addition to the Town of Billings** described hereinafter; and

WHEREAS, a public hearing was properly noticed and held as required by law.

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

1. **DISCONTINUANCE AND VACATION.** Pursuant to Sections 7-14-4114 and 7-14-4115, M.C.A., **alley within Block 38, Foster's Addition to the Town of Billings** more particularly described as follows:

DESCRIPTION OF ALLEY TO BE VACATED:

Tract of land situated in the SE1/4 of Section 32, T.1N., R.26E., P.M.M., Billings, Yellowstone County, Montana, more particularly described as:

Being the alley within Block 38, Foster's Addition to the Town Of Billings, as recorded in the Office of the Clerk & Recorder of Yellowstone County, Montana, under Document Number 2000019.

Containing 6,000 square feet, more or less. See Exhibit "A" Attached.

Is hereby discontinued, abandoned and vacated.

2. **PUBLIC INTEREST.** The discontinuance, vacation and abandonment of the above described **alley within Block 38, Foster's Addition to the**

Town of Billings is in the best interest of the public and can be done without any public detriment.

PASSED by the City Council and APPROVED this 13th day of April 2015.

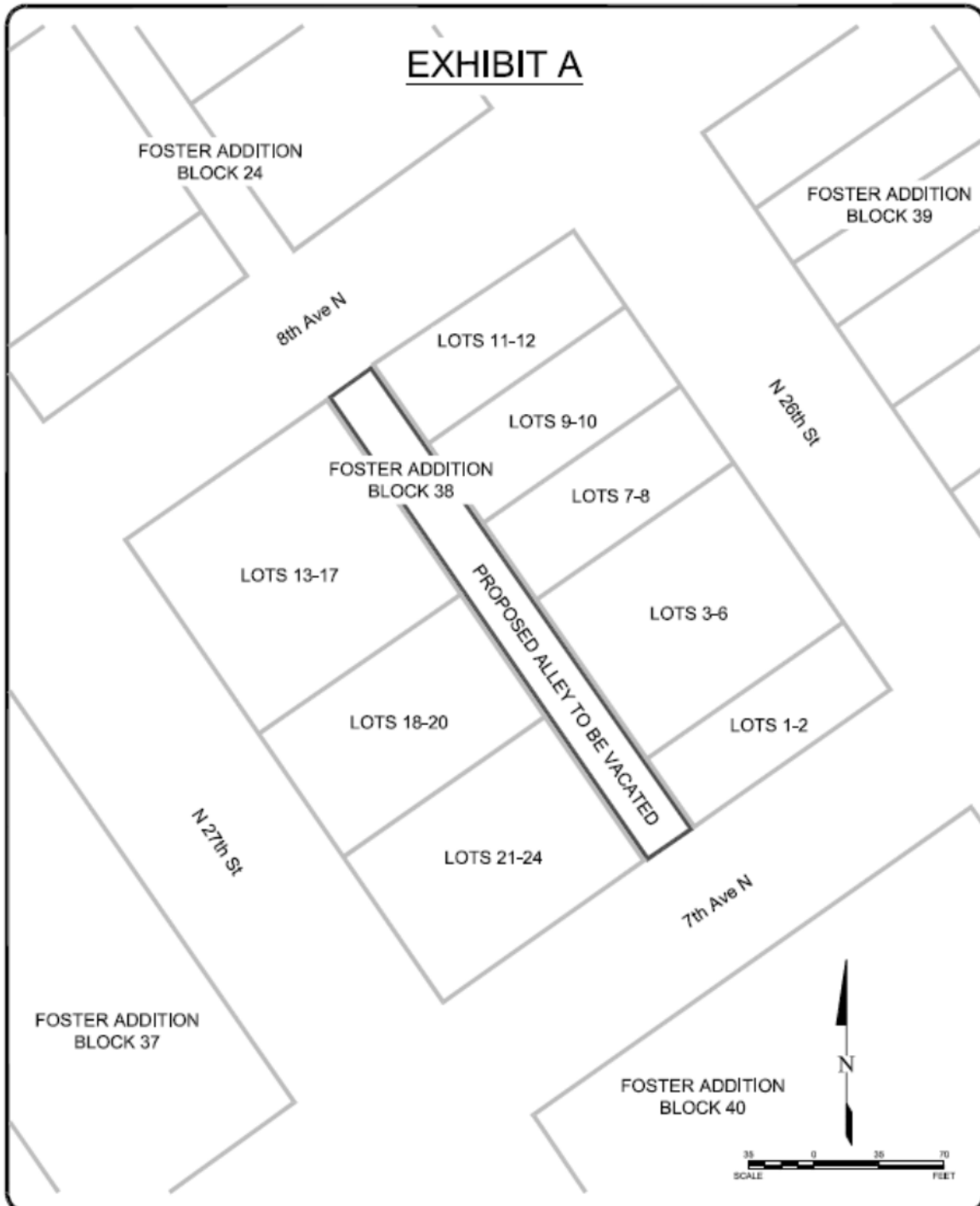
THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel MAYOR

ATTEST:

BY: _____
Cari Martin CITY CLERK

EXHIBIT A



PROPOSED ALLEY RIGHT-OF-WAY VACATION

FOSTER ADDITION, BLOCK 38
BILLINGS, MT

EXHIBIT A: RIGHT-OF-WAY VACATION

DRAWN	BRM
REVIEWED	GB
PROJECT NUMBER	2614177
ISSUE DATE	3/17/15



REQUEST TO VACATE PUBLIC RIGHT-OF-WAY
CITY OF BILLINGS

Description of Right-of-Way to be vacated:

The alley adjacent to and between lots 1-12 and 13-24, block 38, Foster Addition to the City of Billings. Said alley is between 7th Ave N and 8th Ave N.

~~We, being all the abutting property owners, request of the City Council the vacation of the above described:~~

~~_____ Street X Alley _____ Other R/W~~

~~_____ SIGNATURE~~

~~_____ DATE~~

~~_____ PROPERTY OWNERSHIP~~

~~(Additional signatures, if needed, can be on additional sheets.)~~

WE, the utility companies and governmental departments, listed below, approve, or disapprove this request as noted by our signatures.

	Approved By/Date	Disapproved By/Date
City Public Works	_____	_____
Heights Water	_____	_____
Montana Dakota Utilities	<u>Scott Dmohue 11-7-14</u>	_____
Northwestern Energy	_____	_____
Charter	_____	_____
CenturyLink	_____	_____
City/Co. Planning Board	_____	_____

(A letter of explanation may be attached with "See Attached Letter" entered in the appropriate signature slot.)

Petitioner's interest in vacating the public right-of-way: Development is proposed in the aforementioned alley. Alley right-of-way vacation will be required in order for this development to occur.

~~The petitioner acknowledges and understands that the City will appoint an appraiser to estimate the value of the real property being vacated, and the petitioner agrees that the fee for the appraiser will be borne by the petitioner(s).~~

~~ATTACHMENTS:~~

- ~~_____ Ownership Reports on all Abutting Property~~
- ~~_____ Comments from all Utilities~~
- ~~_____ Map of R/W to be Vacated~~
- ~~_____ Traffic Accessibility Study (When required by the City)~~

~~AN APPLICATION FEE OF \$200 MUST ACCOMPANY THIS PETITION.~~

~~Fee Received By: _____ Date: _____~~

**REQUEST TO VACATE PUBLIC RIGHT-OF-WAY
CITY OF BILLINGS**

Description of Right-of-Way to be vacated:

The alley adjacent to and between lots 1-12 and 13-24, block 38, Foster Addition to the City of Billings. Said alley is between 7th Ave N and 8th Ave N.

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	Approved By/Date	Disapproved By/Date
City Public Works	_____	_____
Heights Water	_____	_____
Montana Dakota Utilities	_____	_____
Northwestern Energy	<u>Kau [Signature] 11/10/14</u>	_____
Charter	_____	_____
CenturyLink	_____	_____
City/Co. Planning Board	_____	_____

(A letter of explanation may be attached with "See Attached Letter" entered in the appropriate signature slot.)

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~~_____ SIGNATURE~~

~~_____ DATE~~

~~_____ PROPERTY OWNERSHIP~~

~~(Additional signatures, if needed, can be on additional sheets.)~~

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	Approved By/Date	Disapproved By/Date
City Public Works	_____	_____
Heights Water	_____	_____
Montana Dakota Utilities	_____	_____
Northwestern Energy	_____	_____
Charter	<u>Donj Alford</u> 2/11/15	_____
CenturyLink	_____	_____
City/Co. Planning Board	_____	_____

(A letter of explanation may be attached with "See Attached Letter" entered in the appropriate signature slot.)

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- ~~_____ Map of R/W to be Vacated~~
- ~~_____ Traffic Accessibility Study (When required by the City)~~

AN APPLICATION FEE OF \$200 MUST ACCOMPANY THIS PETITION.

Fee Received By: _____

Date: _____

**REQUEST TO VACATE PUBLIC RIGHT-OF-WAY
CITY OF BILLINGS**

Description of Right-of-Way to be vacated:

The alley adjacent to and between lots 1-12 and 13-24, block 38, Foster Addition to the City of Billings. Said alley is between 7th Ave N and 8th Ave N.

~~We, being all the abutting property owners, request of the City Council the vacation of the above described:~~

Street **X** Alley Other R/W

SIGNATURE DATE PROPERTY OWNERSHIP

~~(Additional signatures, if needed, can be on additional sheets.)~~

WE, the utility companies and governmental departments, listed below, approve, or disapprove this request as noted by our signatures.

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City Public Works	_____	_____
Heights Water	_____	_____
Montana Dakota Utilities	_____	_____
Northwestern Energy	_____	_____
Charter	_____	_____
CenturyLink	_____	_____
City/Co. Planning Board	<u>Tammie Baker</u>	<u>WILL REQUIRE 2/17/15</u>

EASEMENT TO MAINTAIN + ACCESS OVERHEAD + UNDERGROUND TELCO FACILITIES

Petitioner's interest in vacating the public right-of-way: Development is proposed in the aforementioned alley. Alley right-of-way vacation will be required in order for this development to occur.

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- Comments from all Utilities
- Map of R/W to be Vacated
- Traffic Accessibility Study (When required by the City)

AN APPLICATION-FEE OF \$200 MUST ACCOMPANY THIS PETITION.

Fee Received By: _____ Date: _____



FIRST MONTANA TITLE

COMPANY OF BILLINGS

Your FIRST choice since 1955!

January 7, 2015

Brent Morford
KLJ Engineering
2611 Gabel Road
Billings, MT 59102-7329

Dear Mr. Morford,

As requested, we have prepared an ownership report on the following legal descriptions:

Lots 1 and 2, Block 38 Foster's Addition to the Town of Billings;
Lots 3, 4, 5 and 6, Block 38 Foster's Addition to the Town of Billings;
Lots 7 and 8 Foster's Addition to The town of Billings;
Lots 9 and 10, Block 38 Foster's Addition to the Town of Billings;
Lots 11, 12, 13, 14, 15 16 and 17, Block 38 Foster's Addition to the Town of Billings;
Lots 18, 19 and 20, Block 38 Foster's Addition to the Town of Billings;
and Lots 21, 22, 23, and 24, Block 38 Foster's Addition to the Town of Billings;

As of December 16, 2014, at 5:00 PM, we find ownership as follows on the attached pages.

This report is limited to verification of the ownership of the above described property, and the liability for this report will not exceed the amount paid for said report. No search has been made for easements, restrictions, liens, judgments or other encumbrances.

First Montana Title Co.

Katrina M. Kruger
Title Officer

First Montana Title
204 North 29th Street
406-248-3000
katrina@firstmontanatitle.com

Tax Code: A07225

Legal Description:

Lots 1 and 2, Block 38, of Foster's Addition to the Town of Billings, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 12383.

Vested: Honaker Realty, LLC

Deed Reference: Warranty Deed No. 3722071

Tax Code: A07226

Legal Description:

Lots 3, 4, 5 and 6, Block 38, of Foster's Addition to the Town of Billings, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 12383.

Vested: Honaker Realty, LLC

Deed Reference: Warranty Deed No. 3722072

Tax Code: A07227

Legal Description:

Lots 7 and 8, Block 38, of Foster's Addition to the Town of Billings, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 12383.

Vested: Kari K. Beebe

Deed Reference: Quit Claim Deed No. 3705761

Tax Code: A07228

Legal Description:

Lots 9 and 10, Block 38, of Foster's Addition to the Town of Billings, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 12383.

Vested: Bonnie M. Bargas

Deed Reference: Quit Claim Deed No. 3601154

Tax Code: A07229

Legal Description:

Lots 11 and 12, Block 38, of Foster's Addition to the Town of Billings, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 12383.

Vested: Thomas Properties LLP, a Montana limited liability partnership

Deed Reference: Special Warranty Deed No. 3619121

Tax Code: A07230

Legal Description:

Lots 13, 14, 15, 16 and 17, Block 38, of Foster's Addition to the Town of Billings, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 12383.

Vested: Thomas Properties LLP, a Montana limited liability partnership

Deed Reference: Warranty Deed No. 3619121

Tax Code: A07233

Legal Description:

Lots 18, 19 and 20, Block 38, of Foster's Addition to the Town of Billings, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 12383.

Vested: Honaker Realty, LLC

Deed Reference: Warranty Deed No. 3723045

Tax Code: A07234

Legal Description:

Lots 21, 22, 23 and 24, Block 38, of Foster's Addition to the Town of Billings, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 12383.

Vested: Alley Cat Investments, LLC

Deed Reference: Warranty Deed No. 372265

END OF OWNERSHIP REPORT.

Brokers Property Evaluation

Downtown Alley

Alley Adjacent to Lot 1-24 Block 38
Billings, Montana 59101

NAI Business Properties

Matt Robertson - *Principal / Broker*
NAI Business Properties

tel +1 406 256 5000

cell +1 406 671 1158

fax +1 406 256 9494

mrobertson@naibusinessproperties.com

www.naibusinessproperties.com



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3	Engagement Letter
4	Section 01 Executive Summary
6	Section 02 Property Summary
11	Section 03 Evaluation 13) Sales Comparison Approach 14) Sales Comparison Map
15	Section 04 Weighted Valuation
16	Section 05 About Us
19	Section 06 Assumptions
20	Section 07 Exhibits 20) Property Site Map 21) Property Administrative Order

January 12, 2015

William Honaker
2700 1st Avenue North
Billings, Montana 59101

Attention: Mr. William Honaker

Dear Mr. Honaker,

The Brokers Property Evaluation of a commercial property utilizes a combination of the information gathered from a drive-by exterior examination, interior site analysis, external data sources, previous lease data, property assessment data, recent comparable leases, current area leasing information, pertinent property profit and loss information, as well as a thorough photo documentation of the subject property.

The BPE includes area information, site description, structure description, county assessment data, pertinent and available documents of record, three assessments of value (Income, Sales Comparison and Cost), as well as photographs of the subject property. The descriptions and statements made in this analysis are from sources that are deemed reliable, however no warranty is made as to the accuracy thereof.

This analysis only represents the personal, impartial and unbiased professional opinion of the authors.

The liability of the analysis to the authors shall be limited to the fee collected from the client, and the authors assume no responsibility for additional costs incurred by the client on this project.

Sincerely,

Matt Robertson
Principal / Broker

NAIBusiness Properties

Commercial Real Estate Services, Worldwide.

o. +1 406 256 5000
m. +1 406 671 1158
e. mrobertson@naibusinessproperties.com

Alley Adjacent to Lot 1-24 Block 38

Downtown Alley

The subject property consists of an alley with approximately 0.138 acres, located between North 27th Street and North 26th Street in downtown Billings and is currently being utilized as an alley. The land under the improvement is fee simple interest with total size of 6,000 square feet. The improvements include a paved surface and assumed utility infrastructure (which is not included within the analysis). The author did not include any benefit or detriment due to existing utility easements located on the property. The property was owned by the city of Billings at the time of the analysis.

The property is currently located within city limits of Billings and has an assumed zoning of Community Commercial (CC) due to existing zoning of adjacent properties. The CC zoning is intended to promote uses geared towards accommodating retail, service and office facilities. The property appeared to be in fair condition at the time of the analysis.

The author assumed that the property will appeal to both individual users and developers based on its proximity to the Central Business District. The property appeared to be in fair condition based on the visual inspection.

Executive Summary

Date of Analysis/Effective Date.....January 12, 2015
Client.....William Honaker
Owner of Record.....City of Billings

Key Highlights:

- Located in Downtown Billings
- Good Access from 7th Avenue North and 8th Avenue North
- Paved Road Access
- Currently Used as an Alley



Based on a thorough analysis of the property, the most likely user would be a developer. The author's analysis and assumptions of: use/condition factors of the property, current market data, actual and market income information and general assesment of the property; results in a blended market value range of \$27,120.00 to \$44,400.00. Taking the above stated values the proposed Market Value is \$36,062.66 (\$6.01 PSF).

Overview

Address

Alley Adjacent to Lot 1-24 Block 38
Billings, Montana 59101

Property Legal

Alley Adajcent to Lot 1-24 Block 38 of the
Foster Addition

Conforming Use Determination

Based on the current use the property appears
to be conforming (Per Article 27-301 of the
Unified Zoning Regulations)

Property GeoCode/Tax ID

NA / NA

2014 Assessed Market Value

Land Assessed Value

NA / PSF

Improvement Value

NA / PSF

2014 Tax Liability

\$ -

SID's

\$ -

Total Assessed Value

NA / PSF

Taxes in Arrears

\$ -

Site Specs

Land Size: 6,000 SF

Acres: 0.1377

Topography: Level

Utilities: No City Services

Zoning: Community Commercial

Front Feet: 300'
N 27th St.

Lot Depth: 20'
7th Avenue

Frontage: Fair



Property Zoning Description

Community Commercial – The Community Commercial zone is intended primarily to accommodate community retail, service and office facilities offering a greater variety than would normally be found in a neighborhood or convenience retail development. Facilities within the classification will generally serve the community, and commensurate with the purchasing power and needs of the present and potential population within the trade area. It is intended that these business facilities be provided in business corridors or in islands centrally located in the trade area rather than a strip development along arterials.

Alley Adjacent to Lot 1-24 Block 38



Billings Area Info

Yellowstone County maintains the status as the most populated county in Montana. Billings, the business, transportation and sales hub between Denver and Calgary, Seattle and Minneapolis, is the largest city and the county seat in Yellowstone County. As of the 2012 census, the city had an estimated total population of 106,954, the only city in Montana to surpass 100,000 people. The major industries driving the economy of Billings are agriculture, energy, transportation, medical, and education. Shopping and cultural activities draw visitors from a large area as well. Billings has avoided the economic downturn that affected most of the nation 2008–2012 as well as avoiding the housing bust. With the Bakken oil play in eastern Montana and western North Dakota, the largest oil discovery in U.S. history, as well as the Heath shale oil play just north of Billings, the city's already rapid growth rate is escalating in general.

Local Land Market Trends

Due to national economy slump and the fall of investment portfolio's new development reduced significantly within the Billings area. Over the past few years we have seen a significant drop in land values, due to excess inventory, low absorption and higher vacancy within the specific industry sectors. Lease rates have remained relatively stable within the industry types thus creating no incentive for new development. The only land sector that seems to be gaining traction is that of an industrial nature, with the increased activity in the Northeast many energy companies look to Billings as a business hub. Long run expectations for the Billings land market are positive with slow growth over the next 5+ years to reach the levels that were obtained in the early 2008's.



Sales



Vacancy



Net Absorption



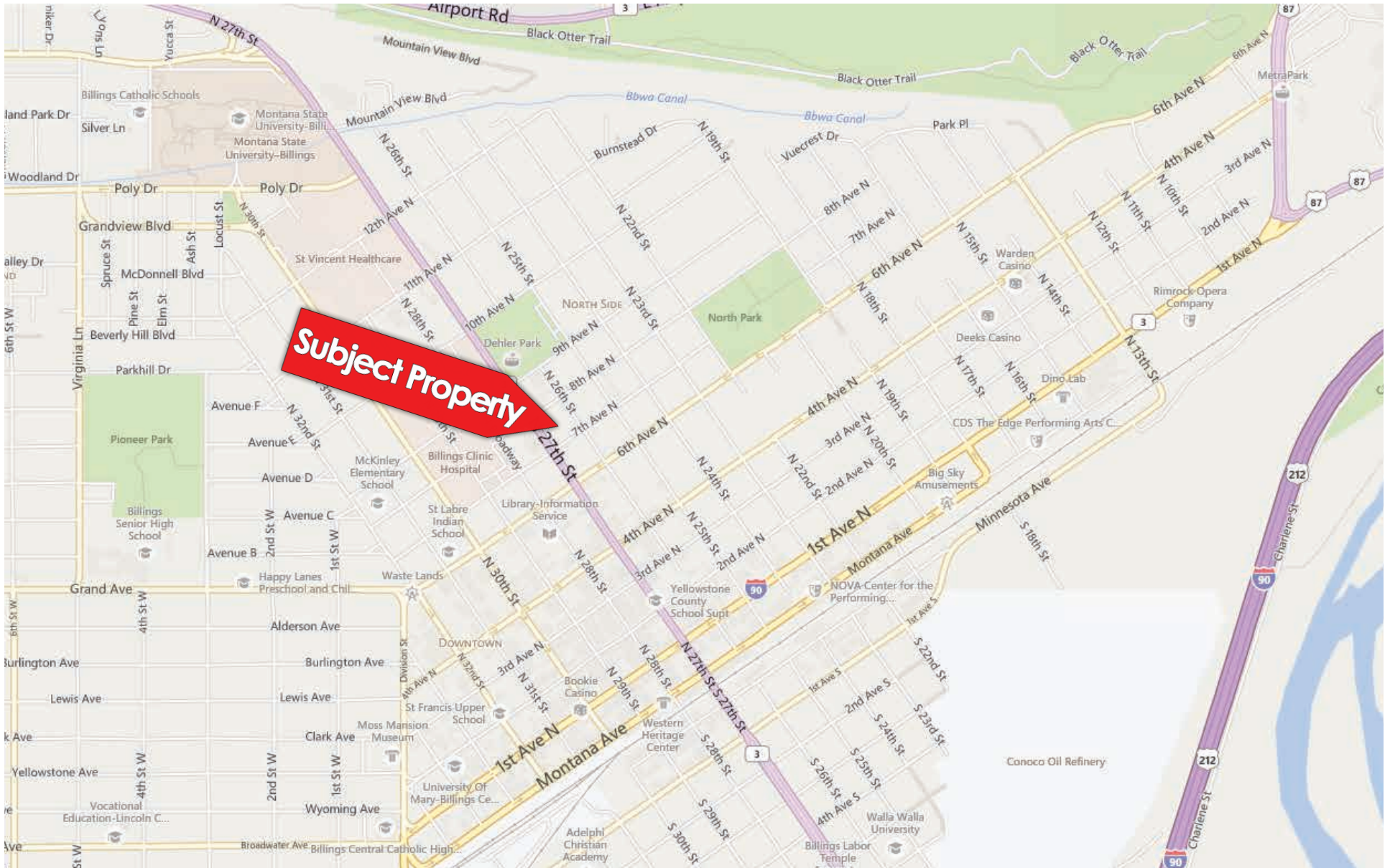
Construction



Lease Rates



Property Aerials & Map





Site Details

The subject property borders:

North:	8th Ave N
South:	7th Ave N
East:	Residential
West:	Retail and Residential

Traffic Counts

Traffic Count numbers are based on a blend of past three years:

N 27th St.:	21,970 ADT
7th Avenue:	less than 2500 ADT
8th Avenue:	less than 2500 ADT

ADT: Average Daily Traffic



Market Value Determinants

Market Value is the estimated amount for which a property, considered in its highest and best use, should exchange for on the date of valuation between a willing buyer and a willing seller in an arms-length transaction after proper marketing, wherein the parties had each acted knowledgeably, prudently, and without compulsion or undue pressures.

In order to assess a property's market value the authors need to consider the highest and best use of the property. Four determinants are typically used in valuating a property's highest and best use and they are as follows:

Legally Allowable - Only those uses that are, or may be, legally allowed which may exclude uses that are not, and unlikely to become, allowed by zoning, uses forbidden by government regulations, and uses prohibited by deed restrictions or covenants. Properties with a use that predates existing zoning regulations may be legally nonconforming. Such grand fathered uses are generally legal even though they do not meet current zoning regulations. However, some such uses may not be reproduced if the legally nonconforming improvement is destroyed or damaged beyond a certain point.

Physically Possible - Any potential use must be physically possible given the size, shape, topography, and other characteristics of the site.

Financially Feasible - The proposed use of a property must generate adequate revenue to justify the costs of construction plus a profit for the developer/investor.

Maximally Productive – The use must generate the highest net return (profit) to the developer/investor.

For the purpose of this analysis the author's assumption of the property's highest and best use of this is as a **Development Land** and its projected use is as such unless otherwise noted.

Valuation **Explanation**

For this opinion of value the authors will be utilizing a combination of three different approaches to estimate the market value of the subject property and they are as follows:

Income Valuation Approach considers property's estimated value is based on the net income produced or capable to produce and considers an expected/appropriate rate of return for the type, condition and location of the subject property. (Not utilized within this analysis).

Sales Comparison Approach estimates the value of a property by comparing it to other similar properties in the marketplace that have sold recently. This approach assumes that a buyer is not willing or liable to spend more than an they would for an equally desirable property. The Sales Comparison Approach involves finding sold properties comparable to the subject property, and adjusting/comparing the comparable to the subject property based on their inherent difference i.e. (Time, Motivation, Location, Construction, Condition, Type/Use and Economies of Scale).

Cost Approach considers the estimated value of a property to be the sum of all its parts, taking into consideration land value, land improvements, structure improvement, and depreciation. This approach is utilized if applicable. (Not utilized within this analysis).

Source(s) of information used in this analysis: Yellowstone County Public Records, City of Billings Public Records, NAI Business Files, Local Appraisers, Local MLS and other local market participants.



Sales Comparison Approach

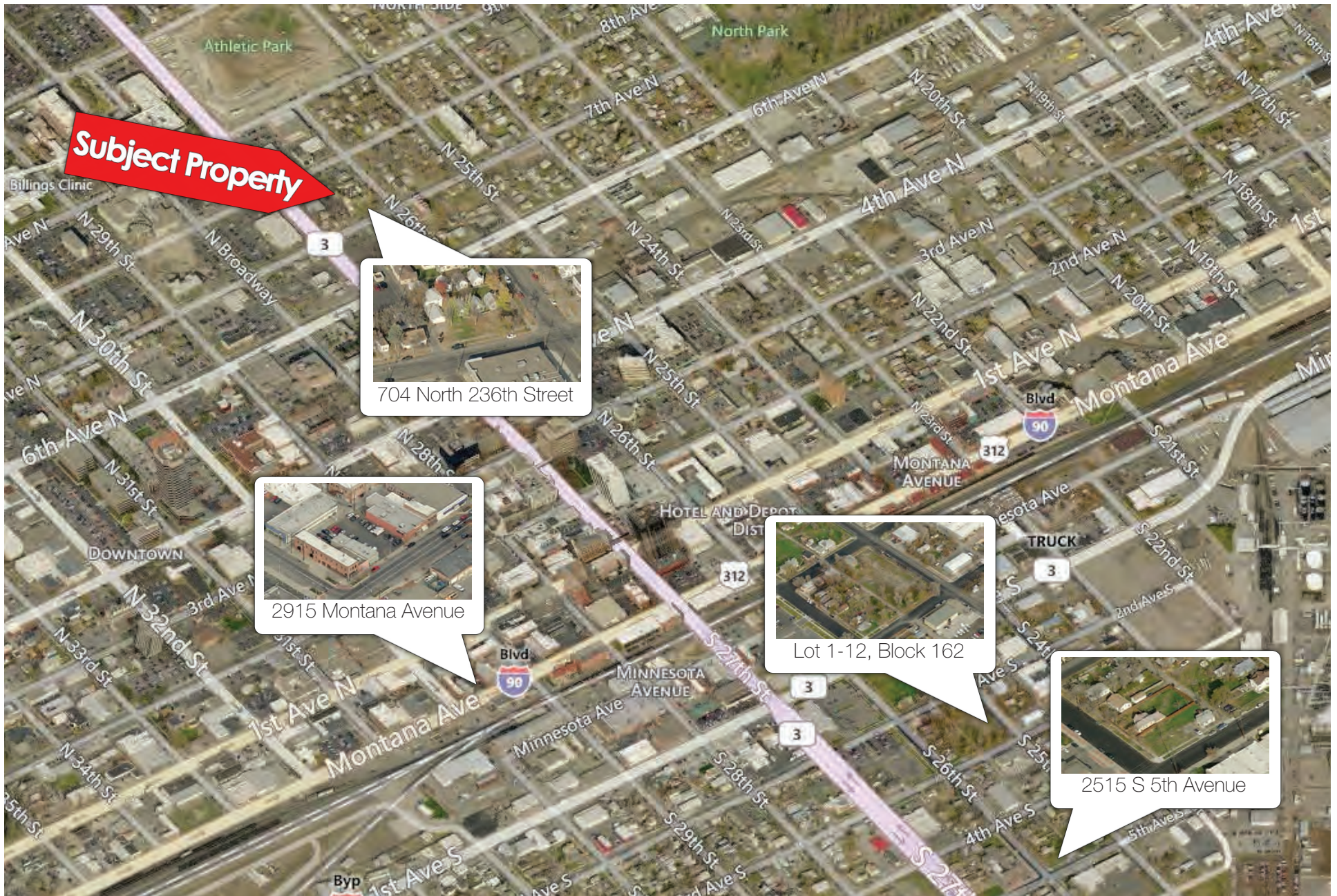
In applying the direct sales comparison approach the author has conducted a search of sold properties that fall within the comparable scope of the subject property.

	Subject Property	Comparable #1	Comparable #2	Comparable #3	Comparable #4
Location	 Alley Adjacent to Lot 1-24 Block 38 Billings, Montana	 704 North 236th Street Billings, MT	 2915 Montana Avenue Billings, MT	 2515 S 5th Avenue Billings, MT	 Lot 1-12, Block 162 Billings, MT
Date Sold	-	10/27/14	1/13/12	2/8/11	5/9/14
Sales Price	-	\$45,590.00	\$80,000.00	\$29,000.00	\$166,000.00
Topography	Level	Level	Level	Level	Level
Land Size (SF)	6,000 Square Feet	7,000 Square Feet	9,578 Square Feet	10,454 Square Feet	42,000 Square Feet
Year Built/Remodeled	NA	NA	NA	NA	NA
Zoning	Community Commercial	Community Commercial	Central Business District	Community Commercial	Community Commercial
Coverage	NA	NA	NA	NA	NA
Property Type	Development Property	Office Land	Parking Lot	Multi-Family Lot	Fenced Lot
Condition	Fair	Good	Fair	Average	Good
\$/SF Bldg Area/w. Land	-	\$6.51 PSF	\$8.35 PSF	\$2.77 PSF	\$3.95 PSF
Comparison Criteria					
Time		Even	Even	Even	Even
Motivation		Even	Even	Even	Even
Location		Even	Even	Plus	Plus
Construction		Even	Minus	Plus	Plus
Condition		Even	Even	Even	Even
Type/Use		Even	Even	Even	Even
Economies of Scale		Even	Even	Even	Even
Overall Adjustment		\$ - PSF	\$0.95 PSF	\$1.75 PSF	\$1.65 PSF
Adjusted \$/SF		\$6.51 PSF	\$7.40 PSF	\$4.52 PSF	\$5.60 PSF
Average Adjusted \$/SF	\$6.01 PSF				
Adjusted Comp Value	\$36,062.66				

Comparison Rating Criteria

Even: No Adjustment, Similar to Subject Property. **Minus:** Downward Adjustment, Better than/Superior to Subject Property. **Plus:** Upward Adjustment, Poorer than/Inferior to Subject Property.

Sales Comparison Map



Weighted Total Valuation

Income Valuation Approach considers property's estimated value is based on the net income produced or capable to produce and considers an expected/appropriate rate of return for the type, condition and location of the subject property. This approach was not utilized within this analysis.

Sales Comparison Approach involves finding sold properties comparable to the subject property, and adjusting/comparing the comparable to the subject property based on their inherent difference i.e. (Time, Motivation, Location, Construction, Condition, Type/Use and Economies of Scale). This approach has been used exclusively.

Cost Approach considers the estimated value of a property to be the sum of all its parts, taking into consideration land value, land improvements, structure improvement, and depreciation. This approach was not utilized within this analysis.

Approach to Value	Value Indicated	Weighting	Blended - PSF Value
Sales Comparison	\$36,062.66	100.00%	\$36,062.66 - \$6.01 PSF
Weighted Market Value:			\$36,062.66 - \$6.01 PSF

Market Value Breakdown

Overall Value Range	\$27,120.00 - \$44,400.00
Weighted Market Value	\$36,062.66 (\$6.01 PSF)

January 12, 2015

Effective Date

Matt W. Robertson
Broker/Principal

About NAI Business Properties

NAI Business Properties brings industry leading resources to its disposition and acquisition services. Speed, agility, and keen insight are hallmarks of our services. The result is connecting properties with our exclusive list of investors. NAI Business Properties' disposition services rely upon the skills and insights of our experienced team of brokerage, marketing and data resource management professionals. Our process begins with an internal launch meeting that unifies client's objectives with marketing and sales strategies. This launch begins a process that involves the following phases:

- Comprehensive Property Profile - competitive review and capital market summary
- Marketing Promotional Strategy Development - advertising, direct mail, email, html flyers, web listings, and a public relations tactical outline
- Sales Planning & Execution - database profile analysis, identification of network connections, and direct contact with an exclusive list of buyers
- Client Communication - communication of progress through regularly scheduled activity reports and updates
- Maximum Price - the result is the capitalization of market dynamics to achieve a competitive bid environment in order to maximum sale price

NAI Business Properties' key point of differentiation in our disposition services is the volume of strong relationships we have established with institutional, local, regional and national private equity firms, life companies, and owner/investors. We create and maintain a database of property and investor profiles that encompasses portfolio details and acquisition criteria of these nationwide firms.

The information gathered and analyzed by the NAI Business Properties team allows us to utilize the speed and the efficiency of technology to promptly connect our investors and institutional partners with properties that correspond to their acquisition requirements. Our clients have access to more opportunities and can make faster and better decisions armed with targeted information.



Matt Robertson

Principal / Broker

BACKGROUND & EXPERIENCE

Matt's process driven approach and keen market insight has assisted clients' in consistently capturing unseen revenue for their assets. This process includes reducing expenses, maximizing revenue and increasing occupancy. Investors, owners and buyers appreciate Matt's passion for the industry and personal approach which has helped him develop long-term relationships as a trusted advisor and consultant.

Matt joined NAI Business Properties in September 2009 and became an owner in June of 2012. Prior to joining NAI, Matt brokered commercial transactions that included investment, office and industrial properties within Yellowstone County from 2004 on.

As a business finance major from Montana State University - Billings Matt has excelled in investment and property analysis as well as market analytics. In college Matt was chosen as one of five top business students within the country to participate in a Global Business Leadership Conference - hosted at Leigh High University and the Iaccoca Institute.

PROFESSIONAL AFFILIATIONS

Montana Commercial Real Estate Supervising Broker (#14178)
Society of Industrial and Office Realtors

EDUCATION DESCRIPTION

Montana State University - Billings, Bachelor's Degree - *Business Finance*
Montana Licensed Real Estate Supervising Broker

Scope of Responsibilities

Matt Robertson has more than 10 years experience in industrial and office investment sales, as well as tenant and landlord representation.

Since joining NAI Business Properties, Matt has taken the lead in developing a strong presence in the office, industrial and investment market.

Matt has also conducted hundreds of property evaluations.



Matt Robertson

Principal / Broker

5 NAI Business Properties

SIGNIFICANT TRANSACTIONS

Office and Industrial

Northwest Scientific - Industrial	22,000 SF
CN Plaza - Office	15,980 SF
1050 Broadwater Avenue - Office	14,120 SF
Knox Lumber - Industrial	45,543 SF
Z&G Glass - Office/Industrial	11,094 SF
State Farm Operation Center - Office	15,100 SF
Trolley Station - Office	8,750 SF

Tenant/Buyer Representation

United Way - Office	15,100 SF
GTS Interior Supply - Industrial	23,050 SF
Montana Tech - Bureau of Mines and Geology	6,500 SF
Job Connection - Office	8,750 SF
Ryco Hydraulics - Industrial	8,600 SF
Energy Equity - Industrial	13,640 SF
Forbidden Manufacturing - Industrial	7,650 SF
Vistec Industrial Services - Industrial	5,600 SF
Roger Daniel Business Park - Office	19,500 SF
Riverstone Health - Industrial	7,450 SF

Assumptions

Section 06 Assumptions

This valuation has been prepared subject to the following general assumptions and limiting conditions. They are critical to the analysis and conclusion contained in this report.

No responsibility is assumed for legal or title considerations.

Title to the property is assumed to be good and marketable, free and clear of all liens or encumbrances unless otherwise stated in this report. Encumbrances considered in the valuation include but are not limited to: real estate taxes, recorded easements and/or covenants, CC&R's, purchase options or sale agreements signed leases, and unpaid bond debt.

It is assumed that any easements noted on the title report without specific locations will have no material effect on the normal use of any of the subject parcels.

Responsible ownership and competent property management are assumed unless otherwise stated in this report.

The information furnished by others is deemed to be reliable; however, no warranty is given for its accuracy.

All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that there are no hidden or non-apparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them. Unless otherwise noted, the author did not observe the existence of hazardous materials, which may or may not be present on the property. The presence of hazardous materials, if any, may impact the value of the property. The value estimate is predicated on the assumption there is no such material on or in the property, which would cause a loss in value. No responsibility is assumed for any such conditions, or for the expertise or engineering knowledge required to discover them. Should the client have concerns over the existence of hazardous materials on or in the property, they should consider the services of a qualified, independent engineer or contractor to determine the existence and/or extent of any hazardous materials, as well as the cost associated with any required mitigation and/or removal.

It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.

Any forecasts or projections contained in this report are the product of the analysis of current, historical, and anticipated market conditions and assume continuation of prevailing political, social, economic, and environmental conditions. Such factors, contingent forecasts and/or projections are subject to change at any time.

It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless non-conformity has been stated, defined and considered in this evaluation report.

It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental, or private entity organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

Any sketch or rendering in this report may show approximate dimensions and is included to assist the reader in visualizing the property and are not to scale. Maps and exhibits if included in this report are provided for the reader's reference only. No guarantee as to accuracy is expressed or implied unless otherwise state in this report. No survey has been made for the purpose of this report.

The Americans With Disabilities Act (ADA) became effective in January 1992. The author has not made a specific compliance survey or analysis of this property to determine whether it is in conformance with the various, detailed requirements of the ADA. The value estimate is predicated on the assumption that, except as identified by the author, the subject improvements comply with the ADA. It is possible that a comprehensive compliance survey could reveal additional areas in which the property does not conform to one or more of the Act's requirements. If so, this could have a negative effect upon the market value or marketability of the property.

The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and improvements must not be used in conjunction with any other valuation and are invalid if so used.

Possession of this report or a copy thereof does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed.

All photos, unless otherwise specified, are courtesy of Matt Robertson, Bing.com or Google.com.

Site Map



PROJECTED BRM	PROJECTED CU
PROJECT NUMBER 2614177	ISSUE DATE 10/30/14

PROPOSED ALLEY RIGHT-OF-WAY VACATION
FOSTER ADDITION, BLOCK 38
BILLINGS, MT

RIGHT-OF-WAY VACATION EXHIBIT

Oct 31, 2014 - 1:36pm - P:\Private\MT\City\Billings\2614177 Home2 by Hilton\Cadd\Model files\20140930 - Home 2.dwg (48.5x11 Port Ribbon)

© KLJ 2014

Administrative Order

ADMINISTRATIVE ORDER NO. 56

Pursuant to Administrative Order, the following procedure is hereby established for determining the valuation of public rights-of-way proposed for vacation.

1. If the City of Billings and the petitioner mutually agree that vacating a public right-of-way is appropriate, and the public has no cost basis in the right-of-way, staff may recommend to the City Council that the right-of-way be returned to the adjacent property from which it was originally dedicated at no cost. This will generally be limited to rights-of-way within platted but undeveloped subdivisions. It would not generally apply to unimproved rights-of-way within otherwise developed parts of the city.
2. In all other cases, the value of public right-of-way to be vacated shall be established in accordance with City Ordinance #90-4922, except the following administrative procedure may be used in lieu of the preparation of a formal appraisal with the mutual agreement of the petitioner and the City.
 - a. The value of public right-of-way to be vacated shall generally be considered to have a value equivalent to the adjacent property to which it would become attached. Costs associated with making the right-of-way whole for development (i.e., relocation of utilities, etc.) will be considered a cost of development and will not generally be deducted from the real property value.
 - b. The petitioner may elect to submit comparable sales data from recent property transactions within a reasonable proximity of the proposed right-of-way vacation area. The petitioner and the City may mutually agree to a property value based upon comparable sales data in lieu of the preparation of a formal appraisal.
 - c. On a case-by-case basis, the petitioner and the City may agree to a lesser value of the vacated right-of-way based upon the proposed use of the acquired land. This would generally involve proposed developments where the vacated right-of-way would be converted to open green space, park area, or other such use that could be construed as an overall public benefit.

This Administrative Order is intended to recognize the stewardship aspect of administering public assets while acknowledging the equity issues associated with vacation of right-of-way within previously undeveloped areas. It is also intended to recognize that public rights-of-way could be vacated for less than appraised value in those cases where the proposed use would reflect a general benefit to the public.

Dated this 25 day of January 1999


Mark Watson, City Administrator

C:\Cen\Office\WP\Win\Watson\ROW Admin Order.wpd

The logo for NAI Business Properties, featuring the letters 'NAI' in a bold, white, sans-serif font, followed by the words 'Business Properties' in a smaller, white, sans-serif font. The logo is set against a dark red rectangular background.

NAI Business Properties

Matt Robertson
Billings, Montana
tel +1 406 256 5000
cell +1 406 671 1158
mrobertson@naibusinessproperties.com
www.naibusinessproperties.com



8th Ave N

N 26th St

PROPOSED ALLEY TO BE VACATED

N 27th St

7th Ave N



PROPOSED ALLEY RIGHT-OF-WAY VACATION

FOSTER ADDITION, BLOCK 38
BILLINGS, MT

RIGHT-OF-WAY VACATION EXHIBIT

DRAFTED	BRM
REVIEWED	CJ
PROJECT NUMBER	2614177
ISSUE DATE	10/30/14



Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: W.O. 15-02 Miscellaneous Program - Public Hearing and Resolution Ordering Improvements

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

On March 23, 2015, Council passed a Resolution of Intent for the Miscellaneous improvements project and established a Public Hearing date of April 13, 2015. After conducting the Public Hearing, Council must pass a resolution ordering construction of improvements in order for the project to proceed. The project consists of curb, gutter, sidewalk, and storm drain improvements at various locations around the city. It consists of the continuation of annual improvements that deal with tripping hazards, drainage problems, property owner requests, complaints, and other miscellaneous concrete work brought to the attention of the City Engineer's Office.

ALTERNATIVES ANALYZED

The Council may:

- Pass the Resolution ordering construction of the improvements; or
- Do not pass the Resolution ordering construction of the improvements. If the Council does not pass the Resolution, the property owners cannot be assessed and the work will not occur because there is no other source of funding.

FINANCIAL IMPACT

The proposed project is funded through multiple sources, including direct property assessments, for a total budgeted amount of \$653,500.

FY 15 Budgeted Amounts	
Estimated Assessments	\$346,000
Storm Drain Funds	\$52,500
Gas Tax Funds	\$250,000
Water and Sewer Funds	\$5,000

Funding budgeted in FY 15 is sufficient for the proposed project.

RECOMMENDATION

Staff recommends that Council conduct a public hearing and approve a resolution ordering improvements identified in Work Order 15-02, Miscellaneous Program.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution Ordering Improvements

Exhibit A

Exhibit B

RESOLUTION NO. 15 - _____

A RESOLUTION RELATING TO **W.O. 15-02, MISCELLANEOUS IMPROVEMENTS**; ORDERING THE PROGRAM FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SIDEWALK, CURB AND GUTTER IMPROVEMENT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND AND ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE.

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

Section 1. Passage of Resolution of Intention. This Council, on **March 23, 2015**, adopted Resolution No. **15-XXXX** (the "Resolution of Intention"), pursuant to which this Council declared its intention to order in certain sidewalks, curb, gutter and street improvements, designated as **W.O. 15-02** (the "Project") of the City, under Montana Code Annotated, Title 7, Chapter 14, Part 41, as amended, for the purpose of financing the costs of certain local improvements described generally therein (the "Improvements") and paying costs incidental thereto, including costs associated with the sale and the security of sidewalk, curb and sidewalk, curb and gutter improvement bonds drawn on the Project (the "Bonds"), the creation and administration of the Project, and the funding of a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund").

Section 2. Notice and Public Hearing. Notice of passage of the Resolution of Intention was duly published and mailed in all respects in accordance with law, and on **April 13, 2015**, this Council conducted a public hearing on the ordering in of the Project and the making of the Improvements.

Section 3. Order. It is hereby ordered that the following improvements shall be constructed, reconstructed, repaired, or replaced:

See Exhibit "A" attached hereto.

Section 4. Affected Properties. All properties which will be required to pay any portion of the costs of the improvements identified herein are identified in Exhibit "B" attached hereto.

Section 5. Reimbursement Expenditures.

5.01. **Regulations.** The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the

proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

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

5.03. Declaration of Intent. The City reasonably expects to reimburse the expenditures made for costs of the Improvements out of the proceeds of Bonds in an estimated maximum aggregate principal amount of **\$346,000** after the date of payment of all or a portion of the costs of the Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

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

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

Section 6. Property Owner Option to Construct Improvements. Notice of passage of this Resolution shall be mailed to all affected property owners and said owners shall have thirty (30) days from the date of said Notice in which to install the ordered improvements at their cost and expense. In the event the owners do not take said action within the said thirty (30) day period, the City will install the improvements and will assess the costs thereof, all costs of administration and engineering and all bond issuance costs against the real property.

Location of Work
Work Order 15-02
Miscellaneous and Developer Related
Exhibit "A"

- A) Sidewalk: 202 N 29th Street * 3211 4th Avenue South * 902 South 29th Street * 2815 9th Avenue South * 821 South 30th Street * 1023 South 28th Street * 734 Avenue C * 1703 & 1705 8th St W * 711 Avenue C * 743 Avenue D * 715 Avenue D * 1721 Clark Avenue * 245 Birchwood Drive * 233 S Crestwood Drive * 227 South Crestwood Drive * 211 South Crestwood Drive * 203 South Crestwood Drive * 145 South Crestwood Drive * 139 South Crestwood Drive * 129 South Crestwood Drive * 111 South Crestwood Drive * 107 South Crestwood Drive * 25 South Crestwood Drive * 146 South Crestwood Drive * 140 South Crestwood Drive * 130 South Crestwood Drive * 122 South Crestwood Drive * 112 South Crestwood Drive * 108 South Crestwood Drive * 42 South Crestwood Drive * 20 South Crestwood Drive * 223 Birchwood Drive * 244 Birchwood Drive * 237 Fair park Drive * 2004 Beloit Drive * 231 South Santa Fe Drive * 227 South Santa Fe Drive * 222 Fair park Drive * 4533 Vaughn Lane * 4529 Vaughn Lane * 4525 Vaughn Lane * 1234 Park hill Drive * 2510 Cook Avenue * 1441 15th St W * 1444 Avenue B * 1438 Avenue B * 1434 Avenue B * 1432 Avenue B * 1428 Avenue B * 1411 Avenue B * 1419 Avenue B * 1439 Avenue B * 423 South 25th Street * 111 Ardmore Drive * 233 Fair park Drive * 1941 Avenue D * 1941 Hewitt Drive * 2313 Fox Drive * 2223 Fox Drive * 2304 Avenue B * 3511 4th Avenue South * 112 South 35th Street * 401 South 37th Street * 1716 Avenue E * 1712 Avenue E * 2643 Broadwater Avenue * 605 Avenue C * 1533-1535 Avenue E * 423 South 35th Street * 418 South 35th Street * 423 South 38th Street * 1517 7th Street West * 443 Yellowstone Avenue * 1815**

**Alderson Avenue * 37 Clark Avenue * 935 Nutter Boulevard
* 2724 Howard Avenue * 2718 Howard Avenue * 2712
Howard Avenue * 1938 Saint Andrews Drive * 3221 Banff
Avenue ***

- B) Curb , Gutter: 423 South 35th Street * 504 Glen Drive *
34317 Powder horn Circle * 6220 Golden Eagle Court ***
- C) Sidewalk, Curb and Gutter: 719 Avenue D * East side of
South 29th Street ,between Minnesota Avenue and 1st
Avenue South * 2124 Lewis Avenue * 239 South
Crestwood Drive * 221 South Crestwood Drive * 1824
Yellowstone Avenue * 211 South Crestwood Drive *
123 South Crestwood Drive * 103 South Crestwood Drive *
41 South Crestwood Drive * 29 South Crestwood Drive * 9
South Crestwood Drive * 136 South Crestwood Drive * 2504
Cook Avenue * 2516 Cook Avenue * 2622 Miles Avenue *
2626 Miles Avenue * 2632 Miles Avenue * 2440 Broadwater
Avenue * 36 South Crestwood Drive * 30 South Crestwood
Drive * 12 South Crestwood Drive * 218 Fair Park Drive * 16
25th Street West * 2713 Downer Avenue * 1435 Avenue B *
1427 Avenue B * 1435 Avenue B * 2033 Avenue B * 228
Fair park Drive * 616 25th St West * 2018 Avenue D * 2217
Hewitt Drive * 2323 Fox Drive * 2215 Fox Drive * 2211 Fox
Drive * 2131 Fox Drive * 2121 Fox Drive * 2111 Fox Drive *
2101 Fox Drive * 2129 Miles Avenue * 2223 Ash Street *
1115 18th Street W * 1720 Broadwater Avenue * 1834 Miles
Avenue * 1137 Burlington Avenue * 211 Clark Avenue * 203
Lewis Avenue * 387 Bohl Avenue ***
- D) Sidewalk, Drive Aprons: 117 South Crestwood Drive * 2223
Hewitt Drive ***
- E) Curb, Gutter, Sidewalk, Drive Aprons: 207 South
Crestwood Drive * 2004 Yellowstone Avenue * 2000
Yellowstone Avenue * 2236 Beloit Drive * 1948 Yellowstone
Avenue * 701 Avenue C * 2640 Miles Avenue * 2303 Fox
Drive * 2409 Pine * 1728 Avenue F * 1101 Miles Avenue
*1125 Burlington Avenue * 1133 Burlington Avenue * 1946**

**Howard Avenue * 22 19th Street West * 1217 18th Street
West * 900 Sargent At Arms Avenue ***

**F) Curb& Gutter, Drive Aprons: 1420 Lewis Avenue *
Durland Drive ***

**G) Sidewalk, Curb & Gutter, Storm Drain: 2646 Miles Avenue *
2117 Fox Drive ***

H) Drive Aprons: 2927 Lewis Avenue * 1132 Anchor Street *

I) ADA Ramps only:

Exhibit B

WO 15-02 Miscellaneous

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 15-02 Assessment (C)	A + B + C	Market Value
A00010		\$0.00	\$0.00	\$19,392.33	\$19,392.33	\$225,216.00
A00351		\$0.00	\$0.00	\$388.16	\$388.16	\$1,176,400.00
A01198		\$0.00	\$0.00	\$739.55	\$739.55	\$108,408.00
A01345		\$0.00	\$0.00	\$2,903.39	\$2,903.39	\$48,124.00
A01754		\$0.00	\$0.00	\$428.74	\$428.74	\$62,646.00
A01765		\$0.00	\$0.00	\$2,580.79	\$2,580.79	\$92,272.00
A01833		\$0.00	\$0.00	\$2,397.63	\$2,397.63	\$39,835.00
A02093		\$0.00	\$0.00	\$9,116.46	\$9,116.46	\$1,782,151.00
A02776		\$0.00	\$0.00	\$1,649.71	\$1,649.71	\$78,546.00
A02777		\$0.00	\$0.00	\$3,836.91	\$3,836.91	\$79,288.00
A02778		\$0.00	\$0.00	\$3,332.39	\$3,332.39	\$84,694.00
A02791		\$0.00	\$0.00	\$1,200.66	\$1,200.66	\$82,044.00
A03058		\$0.00	\$0.00	\$6,144.06	\$6,144.06	\$82,256.00
A03059		\$0.00	\$0.00	\$407.00	\$407.00	\$69,748.00
A03084		\$0.00	\$0.00	\$450.08	\$450.08	\$65,454.00
A03085B		\$0.00	\$0.00	\$506.28	\$506.28	\$60,261.00
A03085C		\$0.00	\$0.00	\$2,448.63	\$2,448.63	\$54,855.00
A03088		\$0.00	\$0.00	\$1,012.54	\$1,012.54	\$86,761.00
A03089		\$0.00	\$0.00	\$3,235.70	\$3,235.70	\$75,524.00
A03780		\$0.00	\$0.00	\$616.29	\$616.29	\$74,889.00
A03869		\$0.00	\$0.00	\$2,094.93	\$2,094.93	\$83,581.00
A04411		\$0.00	\$0.00	\$1,831.53	\$1,831.53	\$93,916.00
A04412		\$0.00	\$0.00	\$1,221.02	\$1,221.02	\$91,478.00
A04413		\$0.00	\$0.00	\$855.64	\$855.64	\$81,779.00
A04414		\$0.00	\$0.00	\$857.03	\$857.03	\$85,701.00
A04415		\$0.00	\$0.00	\$450.01	\$450.01	\$95,294.00
A04416		\$0.00	\$0.00	\$1,060.54	\$1,060.54	\$84,058.00
A04417		\$0.00	\$0.00	\$1,991.67	\$1,991.67	\$93,280.00
A04418		\$0.00	\$0.00	\$450.03	\$450.03	\$84,535.00
A04419		\$0.00	\$0.00	\$450.01	\$450.01	\$80,931.00
A04420		\$0.00	\$0.00	\$653.52	\$653.52	\$84,111.00
A04422		\$0.00	\$0.00	\$2,076.66	\$2,076.66	\$86,814.00
A04423		\$0.00	\$0.00	\$2,344.05	\$2,344.05	\$88,086.00
A04424		\$0.00	\$0.00	\$2,129.15	\$2,129.15	\$85,860.00
A04425		\$0.00	\$0.00	\$857.03	\$857.03	\$91,107.00
A04426		\$0.00	\$0.00	\$1,712.66	\$1,712.66	\$94,499.00
A04427		\$0.00	\$0.00	\$6,891.35	\$6,891.35	\$92,167.00
A04428		\$0.00	\$0.00	\$857.02	\$857.02	\$83,263.00

Exhibit B

WO 15-02 Miscellaneous

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 15-02 Assessment (C)	A + B + C	Market Value
A04430		\$0.00	\$0.00	\$3,242.18	\$3,242.18	\$87,238.00
A04431		\$0.00	\$0.00	\$531.42	\$531.42	\$86,814.00
A04434		\$0.00	\$0.00	\$450.03	\$450.03	\$80,136.00
A04439		\$0.00	\$0.00	\$592.93	\$592.93	\$89,729.00
A04440		\$0.00	\$0.00	\$775.62	\$775.62	\$92,485.00
A04441		\$0.00	\$0.00	\$3,498.87	\$3,498.87	\$83,263.00
A04442		\$0.00	\$0.00	\$857.03	\$857.03	\$89,252.00
A04443		\$0.00	\$0.00	\$1,182.62	\$1,182.62	\$83,899.00
A04444		\$0.00	\$0.00	\$971.72	\$971.72	\$89,941.00
A04445		\$0.00	\$0.00	\$3,285.19	\$3,285.19	\$81,620.00
A04447		\$0.00	\$0.00	\$3,773.60	\$3,773.60	\$86,337.00
A04448		\$0.00	\$0.00	\$1,041.33	\$1,041.33	\$84,906.00
A04449		\$0.00	\$0.00	\$4,463.18	\$4,463.18	\$89,517.00
A04450		\$0.00	\$0.00	\$1,369.48	\$1,369.48	\$84,270.00
A04451		\$0.00	\$0.00	\$2,522.05	\$2,522.05	\$87,185.00
A04468	2401	\$97.84	\$0.00	\$2,646.46	\$2,744.30	\$116,812.00
A04469		\$0.00	\$0.00	\$1,470.42	\$1,470.42	\$82,627.00
A04488		\$0.00	\$0.00	\$653.52	\$653.52	\$87,185.00
A04501		\$0.00	\$0.00	\$1,012.54	\$1,012.54	\$88,934.00
A04502		\$0.00	\$0.00	\$694.22	\$694.22	\$81,832.00
A04504		\$0.00	\$0.00	\$1,928.31	\$1,928.31	\$92,379.00
A04607	1902	\$95.25	\$0.00	\$943.06	\$1,038.31	\$86,602.00
A04608		\$0.00	\$0.00	\$861.65	\$861.65	\$88,881.00
A04637	1902	\$101.52	\$0.00	\$1,467.52	\$1,569.04	\$83,263.00
A04638		\$0.00	\$0.00	\$1,671.03	\$1,671.03	\$85,224.00
A04639	1902	\$101.52	\$0.00	\$1,510.55	\$1,612.07	\$88,775.00
A04829		\$0.00	\$0.00	\$3,887.25	\$3,887.25	\$87,343.00
A05703		\$0.00	\$0.00	\$1,271.90	\$1,271.90	\$69,324.00
A05704		\$0.00	\$0.00	\$2,035.03	\$2,035.03	\$64,660.00
A05705		\$0.00	\$0.00	\$508.76	\$508.76	\$72,292.00
A05888		\$0.00	\$0.00	\$1,071.28	\$1,071.28	\$65,667.00
A05982		\$0.00	\$0.00	\$1,345.56	\$1,345.56	\$78,175.00
A06087		\$0.00	\$0.00	\$3,434.11	\$3,434.11	\$87,609.00
A06241		\$0.00	\$0.00	\$3,792.56	\$3,792.56	\$87,503.00
A06242		\$0.00	\$0.00	\$1,599.69	\$1,599.69	\$88,298.00
A06244		\$0.00	\$0.00	\$3,114.98	\$3,114.98	\$80,931.00
A06245		\$0.00	\$0.00	\$3,310.96	\$3,310.96	\$90,418.00
A06246		\$0.00	\$0.00	\$1,093.82	\$1,093.82	\$82,733.00

Exhibit B

WO 15-02 Miscellaneous

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 15-02 Assessment (C)	A + B + C	Market Value
A06322		\$0.00	\$0.00	\$6,797.74	\$6,797.74	\$89,994.00
A06323		\$0.00	\$0.00	\$0.00	\$0.00	\$88,616.00
A06324		\$0.00	\$0.00	\$2,784.28	\$2,784.28	\$97,202.00
A06383		\$0.00	\$0.00	\$345.95	\$345.95	\$87,397.00
A06656	2902	\$79.53	\$0.00	\$801.64	\$881.17	\$200,097.00
A06657	2902	\$79.53	\$0.00	\$2,583.67	\$2,663.20	\$73,828.00
A06658		\$0.00	\$0.00	\$2,088.80	\$2,088.80	\$70,966.00
A06659	2902	\$79.53	\$0.00	\$1,795.10	\$1,874.63	\$72,291.00
A06660		\$0.00	\$0.00	\$616.29	\$616.29	\$62,751.00
A06661		\$0.00	\$0.00	\$308.14	\$308.14	\$74,941.00
A06670		\$0.00	\$0.00	\$308.14	\$308.14	\$78,121.00
A06672		\$0.00	\$0.00	\$511.65	\$511.65	\$84,428.00
A06674		\$0.00	\$0.00	\$715.16	\$715.16	\$66,779.00
A06676		\$0.00	\$0.00	\$2,936.92	\$2,936.92	\$67,733.00
A06677		\$0.00	\$0.00	\$770.66	\$770.66	\$67,362.00
A07579		\$0.00	\$0.00	\$2,835.18	\$2,835.18	\$82,574.00
A07647		\$0.00	\$0.00	\$1,325.66	\$1,325.66	\$92,485.00
A07816		\$0.00	\$0.00	\$450.01	\$450.01	\$91,849.00
A07926		\$0.00	\$0.00	\$4,702.99	\$4,702.99	\$86,496.00
A07927		\$0.00	\$0.00	\$2,674.40	\$2,674.40	\$90,259.00
A07952		\$0.00	\$0.00	\$290.69	\$290.69	\$88,139.00
A07953		\$0.00	\$0.00	\$246.52	\$246.52	\$96,990.00
A07955		\$0.00	\$0.00	\$9,075.20	\$9,075.20	\$100,488.00
A07958		\$0.00	\$0.00	\$238.38	\$238.38	\$75,949.00
A07959		\$0.00	\$0.00	\$2,061.77	\$2,061.77	\$92,856.00
A07960		\$0.00	\$0.00	\$1,507.04	\$1,507.04	\$116,971.00
A07961		\$0.00	\$0.00	\$5,901.12	\$5,901.12	\$165,254.00
A07962		\$0.00	\$0.00	\$1,800.09	\$1,800.09	\$92,061.00
A07963		\$0.00	\$0.00	\$5,318.84	\$5,318.84	\$81,302.00
A07964		\$0.00	\$0.00	\$3,842.97	\$3,842.97	\$89,623.00
A07965		\$0.00	\$0.00	\$348.27	\$348.27	\$89,146.00
A07992		\$0.00	\$0.00	\$3,038.67	\$3,038.67	\$82,203.00
A08107		\$0.00	\$0.00	\$3,242.18	\$3,242.18	\$75,101.00
A08202		\$0.00	\$0.00	\$3,191.30	\$3,191.30	\$96,937.00
A08250		\$0.00	\$0.00	\$3,865.99	\$3,865.99	\$114,268.00
A08715		\$0.00	\$0.00	\$2,838.87	\$2,838.87	\$81,789.00
A08740		\$0.00	\$0.00	\$675.03	\$675.03	\$55,120.00
A08785		\$0.00	\$0.00	\$430.82	\$430.82	\$65,879.00

Exhibit B

WO 15-02 Miscellaneous

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 15-02 Assessment (C)	A + B + C	Market Value
A09718		\$0.00	\$0.00	\$2,125.79	\$2,125.79	\$80,983.00
A09719		\$0.00	\$0.00	\$308.14	\$308.14	\$82,096.00
A09729		\$0.00	\$0.00	\$4,814.11	\$4,814.11	\$92,273.00
A10068		\$0.00	\$0.00	\$3,028.96	\$3,028.96	\$76,320.00
A10189		\$0.00	\$0.00	\$308.15	\$308.15	\$93,969.00
A10284		\$0.00	\$0.00	\$2,543.78	\$2,543.78	\$77,804.00
A10285		\$0.00	\$0.00	\$7,654.48	\$7,654.48	\$69,801.00
A11021		\$0.00	\$0.00	\$366.31	\$366.31	\$77,803.00
A11372		\$0.00	\$0.00	\$1,779.26	\$1,779.26	\$96,036.00
A12657		\$0.00	\$0.00	\$816.90	\$816.90	\$66,250.00
A13452		\$0.00	\$0.00	\$0.00	\$0.00	\$89,888.00
A13515		\$0.00	\$0.00	\$5,345.28	\$5,345.28	\$63,017.00
A13558		\$0.00	\$0.00	\$3,267.61	\$3,267.61	\$92,591.00
A14072		\$0.00	\$0.00	\$2,025.09	\$2,025.09	\$88,616.00
A14089		\$0.00	\$0.00	\$1,529.74	\$1,529.74	\$64,236.00
A14132		\$0.00	\$0.00	\$7,232.45	\$7,232.45	\$57,876.00
A14868		\$0.00	\$0.00	\$3,110.82	\$3,110.82	\$81,408.00
A15102		\$0.00	\$0.00	\$716.89	\$716.89	\$96,460.00
A16607		\$0.00	\$0.00	\$2,826.96	\$2,826.96	\$94,075.00
A16608		\$0.00	\$0.00	\$1,888.19	\$1,888.19	\$89,199.00
A16609		\$0.00	\$0.00	\$1,372.48	\$1,372.48	\$77,698.00
A16931		\$0.00	\$0.00	\$5,469.34	\$5,469.34	\$93,174.00
A16978		\$0.00	\$0.00	\$3,603.63	\$3,603.63	\$87,768.00
A17059		\$0.00	\$0.00	\$561.67	\$561.67	\$90,841.00
A17694		\$0.00	\$0.00	\$3,727.57	\$3,727.57	\$141,781.00
A17991		\$0.00	\$0.00	\$597.84	\$597.84	\$196,524.00
A18009		\$0.00	\$0.00	\$3,645.96	\$3,645.96	\$84,587.00
A19543		\$0.00	\$0.00	\$0.00	\$0.00	\$135,945.00
A19638		\$0.00	\$0.00	\$3,005.09	\$3,005.09	\$151,050.00
A19655		\$0.00	\$0.00	\$8,781.18	\$8,781.18	\$77,592.00
A19739		\$0.00	\$0.00	\$3,392.25	\$3,392.25	\$100,170.00
A20453		\$0.00	\$0.00	\$816.90	\$816.90	\$91,743.00
A20454		\$0.00	\$0.00	\$3,360.68	\$3,360.68	\$93,068.00
A20455		\$0.00	\$0.00	\$1,071.28	\$1,071.28	\$89,994.00
A21756C		\$0.00	\$0.00	\$1,032.79	\$1,032.79	\$66,515.00
A22465		\$0.00	\$0.00	\$460.77	\$460.77	\$111,565.00
A23989		\$0.00	\$0.00	\$4,190.59	\$4,190.59	\$93,810.00
A25162D		\$0.00	\$0.00	\$816.90	\$816.90	\$75,207.00

Exhibit B

WO 15-02 Miscellaneous

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 15-02 Assessment (C)	A + B + C	Market Value
A33126		\$0.00	\$0.00	\$0.00	\$0.00	\$182,214.00
C02146		\$0.00	\$0.00	\$1,599.12	\$1,599.12	\$89,570.00
C06505		\$0.00	\$0.00	\$1,987.62	\$1,987.62	\$89,040.00

Regular City Council Meeting

Meeting Date: 04/13/2015

TITLE: W.O. 15-06; Poly Drive, 32nd to 38th Streets West - Public Hearing and Resolution Ordering Improvements

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

W.O. 15-06 will improve Poly Drive from 32nd Street West to 38th Street West. Improvements will consist of street widening, installation of curb/gutter, sidewalk, drive approaches, and other miscellaneous items. This project includes assessments to property owners for curb/gutter, sidewalk, drive approach, and driveway improvements for lots which do not already have those improvements. In order to create the assessment district, Council must pass a resolution ordering construction of the improvements. The assessments for this section of Poly Drive are for the same types of items as were assessed to property owners for the previously constructed sections of Rimrock Road.

At the March 23, 2015 meeting, the City Council passed a Resolution of Intent for Work Order 15-06. The resolution also established a Public Hearing date for April 13, 2015. After conducting the Public Hearing, Council may pass a resolution ordering construction of the improvements.

ALTERNATIVES ANALYZED

The Council may:

- Pass this Resolution Ordering Construction Improvements; or
- Do not pass this Resolution Ordering Construction of the Improvements. If the Resolution is not passed, the City will need to identify alternate funding for those portions of the project that would have been paid by the assessments.

FINANCIAL IMPACT

The proposed project is funded through multiple sources, including direct property assessments for a total estimated project cost of \$3,621,000 as follows:

Assessed Costs	\$221,000
Storm Funds	\$500,000

Sewer Funds	\$200,000
Arterial Funds	\$2,700,000

Funding for the proposed project is identified in the Capital Improvement Plan and in the Fiscal Year 2015 budget.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass this Resolution Ordering Construction Improvements identified in Work Order 15-06, Poly Drive - 32nd to 38th Streets West.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution

Exh. A

Exh. B

RESOLUTION NO. 15 - _____

A RESOLUTION RELATING TO **W.O. 15-06, POLY DRIVE – 32ND TO 38TH STREETS WEST** ORDERING THE PROGRAM FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SIDEWALK, CURB AND GUTTER IMPROVEMENT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND AND ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE.

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

Section 1. Passage of Resolution of Intention. This Council, on **March 23, 2015**, adopted Resolution No. **15-10437** (the "Resolution of Intention"), pursuant to which this Council declared its intention to order in certain sidewalks, curb, gutter and street improvements, designated as **W.O. 15-06** (the "Project") of the City, under Montana Code Annotated, Title 7, Chapter 14, Part 41, as amended, for the purpose of financing the costs of certain local improvements described generally therein (the "Improvements") and paying costs incidental thereto, including costs associated with the sale and the security of sidewalk, curb and sidewalk, curb and gutter improvement bonds drawn on the Project (the "Bonds"), the creation and administration of the Project, and the funding of a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund").

Section 2. Notice and Public Hearing. Notice of passage of the Resolution of Intention was duly published and mailed in all respects in accordance with law, and on **April 13, 2015**, this Council conducted a public hearing on the ordering in of the Project and the making of the Improvements.

Section 3. Order. It is hereby ordered that curb/gutter, sidewalk, drive approach, and appurtenant improvements as detailed in Exhibit "A" attached hereto be constructed, reconstructed, repaired, or replaced.

Section 4. Affected Properties. All properties which will be required to pay any portion of the costs of the improvements identified herein are identified in Exhibit "B" attached hereto.

Section 5. Reimbursement Expenditures.

5.01. Regulations. The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to

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

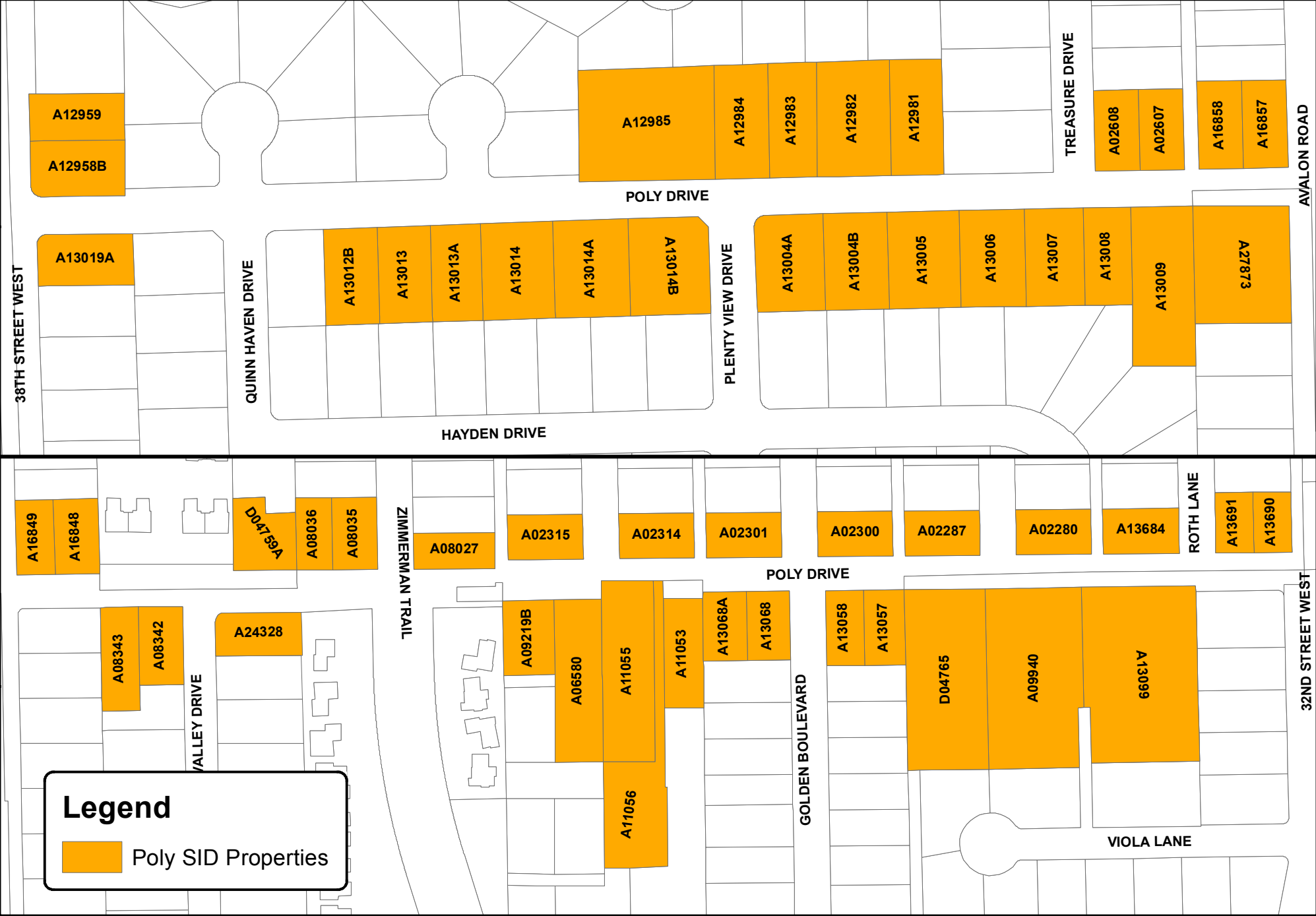
5.02. Prior Expenditures. Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) expenditures permitted to be reimbursed under the transitional provisions contained in Section 1.150-2(j) (2) of the Regulations, (iii) expenditures constituting preliminary expenditures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

5.03. Declaration of Intent. The City reasonably expects to reimburse the expenditures made for costs of the Improvements out of the proceeds of Bonds in an estimated maximum aggregate principal amount of **\$221,000** after the date of payment of all or a portion of the costs of the Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

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

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

W.O. 15-06 Poly Drive EXHIBIT A



Legend

Poly SID Properties

Exhibit B

W.O. 15-06 Poly Drive - 32nd Street West to 38th Street West

Parcel No.	Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 15-06 - Assessment (C)	A + B + C	Market Value
1	A02280				\$ 5,975.73	\$ 5,975.73	\$ 89,729.00
2	A02287				\$ 6,223.43	\$ 6,223.43	\$ 88,669.00
3	A02300				\$ 6,173.89	\$ 6,173.89	\$ 93,969.00
4	A02301				\$ 5,229.10	\$ 5,229.10	\$ 88,775.00
5	A02314				\$ 5,418.42	\$ 5,418.42	\$ 91,425.00
6	A02315				\$ 5,657.26	\$ 5,657.26	\$ 83,899.00
7	A02607				\$ 3,307.72	\$ 3,307.72	\$ 106,476.00
8	A02608				\$ 2,750.39	\$ 2,750.39	\$ 70,330.00
9	A06580				\$ 4,226.36	\$ 4,226.36	\$ 128,154.00
10	A08027				\$ 1,702.92	\$ 1,702.92	\$ 76,797.00
11	A08035				\$ 774.06	\$ 774.06	\$ 79,712.00
12	A08036				\$ 906.75	\$ 906.75	\$ 73,087.00
13	A08342				\$ 3,305.98	\$ 3,305.98	\$ 108,332.00
14	A08343				\$ 3,305.55	\$ 3,305.55	\$ 80,136.00
15	A09219B				\$ 2,225.75	\$ 2,225.75	\$ 89,146.00
16	A09940				\$ 7,579.58	\$ 7,579.58	\$ 128,684.00
17	A11053				\$ 4,675.32	\$ 4,675.32	\$ 92,273.00
18	A11055				\$ 4,347.36	\$ 4,347.36	\$ 119,992.00
19	A11056				\$ 1,080.59	\$ 1,080.59	\$ 123,278.00
20	A12958B				\$ 4,216.33	\$ 4,216.33	\$ 152,004.00
21	A12959				\$ 4,788.71	\$ 4,788.71	\$ 35,543.00
22	A12981				\$ 3,949.55	\$ 3,949.55	\$ 93,439.00
23	A12982				\$ 3,717.34	\$ 3,717.34	\$ 102,025.00
24	A12983				\$ 4,892.05	\$ 4,892.05	\$ 71,921.00
25	A12984				\$ 3,965.04	\$ 3,965.04	\$ 130,645.00
26	A12985				\$ 8,652.44	\$ 8,652.44	\$ 104,357.00
27	A13004A				\$ 4,334.72	\$ 4,334.72	\$ 99,216.00
28	A13004B				\$ 5,077.82	\$ 5,077.82	\$ 109,392.00
29	A13005				\$ 4,334.72	\$ 4,334.72	\$ 41,552.00
30	A13006				\$ 1,503.89	\$ 1,503.89	\$ 91,690.00
31	A13007				\$ 1,317.67	\$ 1,317.67	\$ 47,059.00
32	A13008				\$ 1,381.15	\$ 1,381.15	\$ 85,277.00
33	A13009				\$ 2,668.29	\$ 2,668.29	\$ 114,215.00
34	A13012B				\$ 4,179.92	\$ 4,179.92	\$ 99,746.00
35	A13013				\$ 4,474.06	\$ 4,474.06	\$ 109,339.00
36	A13013A				\$ 4,021.02	\$ 4,021.02	\$ 112,519.00
37	A13014				\$ 5,094.30	\$ 5,094.30	\$ 101,654.00
38	A13014A				\$ 5,895.23	\$ 5,895.23	\$ 116,706.00
39	A13014B				\$ 5,322.43	\$ 5,322.43	\$ 117,607.00
40	A13019A				\$ 6,175.99	\$ 6,175.99	\$ 114,904.00
41	A13057				\$ 3,504.94	\$ 3,504.94	\$ 70,437.00
42	A13058				\$ 2,720.48	\$ 2,720.48	\$ 62,858.00
43	A13068				\$ 1,580.85	\$ 1,580.85	\$ 96,884.00
44	A13068A				\$ 1,182.77	\$ 1,182.77	\$ 88,510.00
45	A13099				\$ 8,867.61	\$ 8,867.61	\$ 143,630.00
46	A13684				\$ 6,220.34	\$ 6,220.34	\$ 105,099.00
47	A13690				\$ 3,299.05	\$ 3,299.05	\$ 67,628.00
48	A13691				\$ 2,741.73	\$ 2,741.73	\$ 60,579.00
49	A16848				\$ 3,518.73	\$ 3,518.73	\$ 72,981.00
50	A16849				\$ 2,749.08	\$ 2,749.08	\$ 81,652.00
51	A16857				\$ 871.81	\$ 871.81	\$ 82,415.00
52	A16858				\$ 827.57	\$ 827.57	\$ 87,821.00
53	A24328				\$ 2,442.27	\$ 2,442.27	\$ 90,259.00
54	A27873				\$ 6,622.54	\$ 6,622.54	\$ 130,062.00
55	D04759A				\$ 1,840.28	\$ 1,840.28	\$ 84,164.00
56	D04765				\$ 7,181.10	\$ 7,181.10	\$ 165,148.00
Average					\$ 3,946.43		\$ 95,603.57
Median					\$ 3,993.03		\$ 91,981.50
Low					\$ 774.06		\$ 35,543.00
High					\$ 8,867.61		\$ 165,148.00