

**CITY OF BILLINGS**  
**CITY OF BILLINGS VISION STATEMENT:**

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

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**AGENDA**

**COUNCIL CHAMBERS**

**September 14, 2009**

**6:30 P.M.**

**CALL TO ORDER – Mayor Tussing**

**PLEDGE OF ALLEGIANCE – Mayor Tussing**

**INVOCATION – Councilmember Richard Clark**

**ROLL CALL**

**MINUTES: August 24, 2009**

**COURTESIES**

**PROCLAMATIONS - National Library Card Sign-up Month**

**ADMINISTRATOR REPORTS - TINA VOLEK**

**PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: 1, 2 & 3 ONLY.**

**Speaker sign-in required.** (Comments offered here are limited to **1 minute** per speaker.

Please sign up on the clipboard located at the podium. Comment on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item.)

*(NOTE: For Items not on this agenda, public comment will be taken at the end of the agenda.  
Please sign up on the clipboard located at the back of the room.)*

**1. CONSENT AGENDA**

**A. Bid Awards:**

- 1. SID 1387, Sanitary Sewer to Zimmerman Trail Subdivision.** (Opened 8/25/09)  
Recommend delay of award until September 28, 2009, following the sale of bonds.
- 2. W.O. 09-03, 2009 Street Maintenance City Crack Seal.** (Opened 8/25/09)  
Recommend Z & Z Seal Coating \$86,084.38.

**B. Contract for Professional Landscape Architectural and Planning Services with The Land Group for Pioneer Park Master Plan Update, \$86,660.**

**C. Approval of Contract with Montana Department of Commerce and Acceptance of Montana House Bill 645 (Montana Reinvestment Act) (ARRA) Grant Funds for W.O. 04-12, Reconstruction of Alkali Creek Road; \$1,650,688.**

- D.** **Amendment #1**, Scheduled Airline Operating Agreement and Terminal Building Lease (Signatory Agreement). Great Lakes Aviation, Ltd.; extending the term of the lease for one year to expire on 6/30/2010. Annual lease revenue - approximately \$95,000; annual landing fees revenue - approximately \$34,000.
- E.** **Amendment #9**, Architectural and Engineering Services Contract for MET Operations Center Bus Wash and Pavement Upgrades (100% funded by ARRA Grant MT-96-x002.00); CTA Architects Engineers; \$62,368.
- F.** **Confirmation of Police Officers Moses Richardson, Cory Kambak, Joshua Schoening, Bethany Schwartz, Sean Weston, Anthony Nichols, Joshua Cavan, Richard Gilmore, and John Tate.**
- G.** **Approval** of the reconveyance of the original 1988 Trust Indenture to the Billings Area Chamber of Commerce (\$410,000) and **acceptance** of the new Trust Indenture.
- H.** **Approval** of License for Use of Real Property #09WSW0267 with National Oceanic and Atmospheric Administration for use of Airport real property; 15-year license (2/1/08-1/31/23); with no financial impact to the City.
- I.** **Approval** of Skyview Ridge Park Master Plan.
- J.** **Approval** of City's purchase of the south 180.70 feet of Lot 1, Sandra Subdivision, located at 2421 Belknap Avenue; \$122,000.
- K.** **Street Closures:**
  - 1.** **St. Patrick's Catholic Church Annual Picnic**, Sunday, September 20, 2009, 10:00 a.m. until 3:00 p.m.; N. 31st Street from 2nd Avenue N. to 3rd Avenue N.
  - 2.** **Montana Brewing Company Benefit**, Saturday, September 26, 2009, noon (following the Farmer's Market) to 10:00 p.m.; North Broadway between 1st and 2nd Avenues North.
- L.** **Resolution of Intent** to sell the Park IV Parking Garage, set a public hearing date, and instruct staff to contract with Strategy 5 for marketing the sale.
- M.** **Resolution** naming the entire City of Billings as recovery zone and reserving recovery zone bonding authority; up to \$17.9 million of recovery zone economic development bonds and up to \$26.8 million in recovery zone facility bonds (ARRA).
- N.** **Resolution** establishing compliance for reimbursement of land and design expenses for the Inner Belt Loop Project under the Internal Revenue Code .
- O.** **Second/Final Reading Ordinance for Zone Change 856:** a zone change from Residential 6000 to Community Commercial on the east half of Lots 22-24, Block 272, Billings Original Town, located at 2215 6th Avenue North. George and Dorothy Wetstein, owners; Joyce Lunder, agent.

**P.** **Preliminary Major Plat** of Danube Court Manufactured Home Park, 62 spaces for manufactured homes (units) on approximately 9.7 acres of land, located east of Bitterroot Drive off of Cherry Creek Loop; legally described as a portion of Lot 4, Block 1, Cherry Creek Estates Subdivision; conditional approval of the preliminary major plat and adoption of the Findings of Fact.

**Q.** **Final Plat** of Barrett Subdivision.

**R.** **Bills and Payroll:**

- 1.** August 7, 2009
- 2.** August 14, 2009
- 3.** August 21, 2009

**REGULAR AGENDA:**

- 2.** **AUTHORIZATION OF LOAN APPLICATION FOR ISSUANCE OF DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION REVENUE BONDS TO PAY FOR THE COST OF THE ZONE 4 RESERVOIR PROJECT.** Staff recommends approval (**Action:** approval or disapproval of staff recommendation.)
- 3.** **RESOLUTION RELATING TO \$297,000 POOLED SIDEWALK, CURB, GUTTER, AND ALLEY APPROACH BONDS, SERIES 2009; DETERMINING THE FORM AND DETAILS AND AUTHORIZING THE EXECUTION AND DELIVERY.** Staff recommends approval. (**Action:** approval or disapproval of staff recommendation).
- 4.** **PUBLIC HEARINGS AND APPROVAL OF RESOLUTIONS** making original spread assessments on various SIDS and Sidewalk Programs. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)
  - A.** **Sidewalk, Curb & Gutter #2701**, Various Miscellaneous and Developer-Related Curb, Gutter, and Sidewalk Programs.
  - B.** **Sidewalk, Curb & Gutter #2702**, Milton Lane Project Improvements.
  - C.** **SID 1372**: Water, Sanitary Sewer, Storm Drain, and Street Improvements for Summerhill Subdivision.
  - D.** **SID 1384**: Sanitary Sewer Connections for Yellowstone Club Estates.
  - E.** **SID 1385**: Street Improvements Along King Ave East, Miller Crossing Subdivision.
  - F.** **SID 1386**: Street and Storm Improvements to East & West MacDonald Drive.
- 5.** **PUBLIC HEARING AND RESOLUTION** respreading assessments on SID 1378, Street and Storm Drain Improvements along Clevenger Avenue. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)
- 6.** **PUBLIC HEARING AND RESOLUTION** changing the name of Cynthia Park Drive to Sky Run Drive. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)

7. **PUBLIC HEARING AND RESOLUTION** reducing arterial construction fee assessments for certain commercially-zoned parcels and certain RMH-zoned parcels that meet the criteria of Ordinance 08-5478, capping parcel square footage at 9,600 square feet and calculating assessments based on the R-9600 zoning rate instead of commercial or RMH zoning rates. Staff recommend approval. ( **Action:** approval or disapproval of staff recommendation.)
8. **PUBLIC HEARING AND RESOLUTION** adopting the East Billings Urban Renewal District Master Plan. Yellowstone County Board of Planning recommends approval. ( **Action:** approval or disapproval of Yellowstone County Board of Planning recommendation.)
9. **PUBLIC COMMENT on Non-Agenda Items** -- Speaker sign-in required. (*Restricted to ONLY items not on this printed agenda; comments limited to 3 minutes per speaker. Please sign up on the clipboard located at the back of the Council Chambers.*)

### **Council Initiatives**

#### **ADJOURN**

*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****Consent : 1.A.1.****Date: 09/14/2009****TITLE: SID 1387 Zimmerman Trail Subdivision Sanitary Sewer - Construction Bid Award****PRESENTED BY:** David Mumford**Department:** Public Works

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**Information****PROBLEM/ISSUE STATEMENT**

Bids were received and evaluated for SID 1387 on August 25, 2009. This project consists of providing sanitary sewer to Zimmerman Trail Subdivision.

By state law, a bid must be acted upon by the City Council at the meeting following its opening. However, due to current bonding conditions, the City staff recommends that the bid award be postponed until Sept. 28, 2009, when the bonds for the project are scheduled to be sold.

**ALTERNATIVES ANALYZED**

The Council may:

- Award SID 1387 to Four Beers, Inc. dba Stillwater Excavating in the amount of \$87,163.00; or
- Delay the bids until September 28, 2009, after bonds for the project are sold.

**FINANCIAL IMPACT**

Funding for SID 1387 will be provided through direct assessments to the property owners within Zimmerman Trail Subdivision. Four bids were received for this project.

Project Costs Bids	
Engineer's Estimate	\$ 93,917.00
Four Beers, Inc. dba Stillwater Excavating	\$ 87,163.00
Western Municipal Construction, Inc.	\$ 99,826.00
Capstone Excavating, Inc.	\$ 97,905.97
Knife River - Billings	\$153,430.00

**RECOMMENDATION**

Staff recommends that Council delay award for SID 1387 until after bonds are sold on September 28, 2009.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting****Consent : 1.A.2.****Date: 09/14/2009****TITLE: WO 09-03 2009 Street Maintenance City Crack Seal****PRESENTED BY:** David Mumford**Department:** Public Works

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**Information****PROBLEM/ISSUE STATEMENT**

The City Crack Seal project is part of the ongoing Street Preventative Maintenance Program supported by the City Council since 1985. Annually, staff identifies streets proposed for preventative maintenance. Staff proposes to bid this work in three contracts which consists of chip seal resurfacing, overlay resurfacing, and crack sealing. This contract will provide crack sealing of approximately 15 miles of various streets throughout the city. Bids were received and evaluated for the 2009 Street Maintenance City Crack Seal Contract on August 25, 2009.

**ALTERNATIVES ANALYZED**

The Council may:

- Award Work Order 09-03, 2009 Street Maintenance City Crack Seal, to Z & Z Seal Coating in the amount of \$86,084.38; or
- Not award Work Order 09-03, 2009 Street Maintenance City Crack Seal.

**FINANCIAL IMPACT**

Funding for WO 09-03, 2009 Street Maintenance City Crack Seal, will be provided from Gas Tax Funds. We received three bids for this project as follows:

<b><u>Bid Amount</u></b>	
Engineer's Estimate	\$118,675.00
Z & Z Seal Coating	\$ 86,084.38
Harddrives	\$ 96,500.98
Blacktop, Inc.	\$112,262.50

<b><u>CIP Project #ENG98</u></b>	
CIP Budgeted Amount	\$600,000.00
Previous Encumbrances	\$0
Budget Fund Balance (after this award)	\$513,915.62

**RECOMMENDATION**

Staff recommends that Council approve the construction contract for the 2009 Street Maintenance City Crack Seal Project with Z & Z Seal Coating in the amount of \$86,084.38.

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**APPROVED BY CITY ADMINISTRATOR**

**Regular City Council Meeting**

**Consent : 1.B.**

**Date: 09/14/2009**

**TITLE: Contract for Professional Landscape Architectural and Planning Services for Pioneer Park Master Plan Up-date**

**PRESENTED BY:** Mike Whitaker

**Department:** Parks/Rec/Public Lands

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### **Information**

#### **PROBLEM/ISSUE STATEMENT**

Pioneer Park got its start in 1918 when the City purchased the 35 acre tract of land. Three years later in 1921 the first master plan was developed, and in 1932 the park was dedicated. The latest master plan was done around 1972. Pioneer Park is classified as a Large Urban Park and is intended to serve the entire city. It is the most visited park in the city with many and varied activities taking place throughout the year. In recent years concerns over the amount and types of uses in the park have arisen. Given the issues/concerns and the fact that the last master plan was done 37 years ago, it would be appropriate to take a comprehensive look at the park to determine the types and amount of activities appropriate to manage the park in a sustainable manner.

Requests for Proposals were sent out and 8 firms responded by the May 15, 2009, deadline. On May 29, 2009, the Selection Committee comprised of 4 PRPL staff, 1 City/County Staff and 1 Parks, Recreation and Cemetery Board member met to review and discuss the submitted proposals. Based on discussion and a numerical rating system adopted by the City, the top 3 candidates were selected for an interview. On June 17, 2009, the Selection Committee interviewed the 3 candidates and The Land Group, Inc. from Coeur d'Alene, Idaho, was selected by the committee. The Land Group, Inc. has met with staff to develop a scope of services and to negotiate a fee for services.

#### **ALTERNATIVES ANALYZED**

The Council may:

- Award the contract to The Land Group, Inc.;
- Award the contract to another finalist; or
- Reject all proposals.

#### **FINANCIAL IMPACT**

The Pioneer Park Master Plan Update will be funded by the General Fund through a fourth quarter budget amendment in October.

#### **RECOMMENDATION**

Staff recommends Council approve awarding the contract for Professional Landscape Architectural and Planning Services for the Pioneer Park Master Plan Update to The Land Group in the amount of \$86,660.

#### **APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting****Consent : 1.C.****Date: 09/14/2009****TITLE: Acceptance of \$1,650,688 Infrastructure Grant for Alkali Creek Road****PRESENTED BY:** David Mumford**Department:** Public Works

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**Information****PROBLEM/ISSUE STATEMENT**

On February 17, 2009, President Obama signed into law the American Recovery and Reinvestment Act of 2009 (ARRA). As one of its components, the ARRA provides appropriations of Federal funds to the Montana Department of Commerce to be allocated to cities and towns for local infrastructure projects. The 2009 Legislature passed House Bill 645 (HB 645), the Montana Reinvestment Act, which provides for \$10 million in infrastructure grants for Montana cities and towns. The City of Billings project selected to receive the ARRA funding is W.O. 04-12, Reconstruction of Alkali Creek Road. Funds available for this project under HB 645 total \$1,650,688.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve and accept HB 645 Local Government Infrastructure Grant.
- Decline the funding.

**FINANCIAL IMPACT**

Funding for the local share of the Alkali Creek Road project is available from storm and arterial funds. The following is a breakdown of estimated costs and funding sources:

<b>Sources of Funds:</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>TOTAL</b>
HB 645 Grant (ARRA)		1,650,688	<b>1,650,688</b>
Storm Fund	40,470	119,530	<b>160,000</b>
Arterial Fund	<u>313,654</u>	<u>629,782</u>	<b><u>943,436</u></b>
<b>TOTAL</b>	<b>354,124</b>	<b>2,400,000</b>	<b>2,754,124</b>

<b>Uses of Funds:</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>TOTAL</b>
Engineering - Design	354,124		<b>354,124</b>
Construction Administration		255,000	<b>255,000</b>
Construction	<u>                  </u>	<u>2,145,000</u>	<b><u>2,145,000</u></b>
<b>TOTAL</b>	<b>354,124</b>	<b>2,400,000</b>	<b>2,754,124</b>

**RECOMMENDATION**

Staff recommends that Council authorize the Mayor to execute the contract with the Montana Department of Commerce and certify acceptance of \$1,650,688 of Montana House Bill 645 Grant Funds.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [A. Department of Commerce cover letter and contract](#)

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# MONTANA

Department of Commerce



## Community Development Division

301 S. Park Ave. ★ P.O. Box 200523 ★ Helena, Montana 59620-0523  
Phone: 406-841-2770 ★ Fax: 406-841-2771 ★ TDD: 406-841-2702 ★ <http://comdev.mt.gov/>

August 5, 2009

**RECEIVED**

AUG - 6 2009

**Mayor**

Ron Tussing, Mayor  
City of Billings  
PO Box 1178  
Billings, MT 59103

Re: Grant recipient HB 645 Local Government Infrastructure Grant #STMGF-60-MP-011

Dear Mayor Tussing:

Congratulations on your HB 645 Local Government Infrastructure Grant for Reconstruction of Alkali Creek Road. Enclosed for your signature is the contract between the City of Billings and the Montana Department of Commerce.

Section 24 of the HB 645 Local Government Infrastructure Grant contract requires grant recipients to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-41-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. The contract requires that proof of compliance and renewal documents be sent to the Department of Commerce. **We ask that local officials submit proof of current Workers' Compensation insurance for their local government when they return the signed grant contract to the Department of Commerce.**

Please sign and return the contract, along with proof of Workers' Compensation insurance to: Linda Stangland, Community Development Division, PO Box 200523, Helena, MT 59620.

Commerce Director Anthony J. Preite will sign the contract when you return it; we will then arrange to have 90% of your \$1,650,688 grant forwarded to the City of Billings. You will receive a copy of the signed contract for your records by return mail. The remaining 10% of the grant will be provided to the City of Billings once we receive your final project closeout documentation.

If you have any questions, please call Linda at 841-2782 or you can reach me at 841-2776.

Best regards,

*David Cole*  
David Cole, Administrator  
Community Development Division

Enclosure

BRIAN SCHWEITZER, GOVERNOR



## **LOCAL GOVERNMENT INFRASTRUCTURE GRANT PROGRAM CONTRACT #STMGF-60-MP-011 City of Billings**

This Agreement is entered into by **City of Billings**, Montana (hereinafter the "Grantee"), and the Montana Department of Commerce, Helena, Montana (the Department).

The Grantee and the Department hereby agree to the following terms:

### **Section 1. PURPOSE**

The purpose of this Agreement is to provide grant funding for local government infrastructure project activities approved by the 61st Montana Legislature through the Montana Reinvestment Act (HB 645) and signed into law by Governor Schweitzer on May 14, 2009 (Chapter 489, Laws 2009).

### **Section 2. AUTHORITY**

This Agreement is issued under authority of Title 18, Montana Code Annotated, the Administrative Rules of Montana, Title 2, Chapter 5, and the terms of HB 645 (2009).

### **Section 3. ACCEPTANCE OF PROGRAM REQUIREMENTS**

- (a) The Grantee will comply with all applicable local, state, and federal laws, regulations, ordinances, and resolutions, including the reporting and accountability requirements of the American Recovery & Reinvestment Act of 2009 and all administrative directives and procedures established by the Department, including the Local Government Infrastructure Grant Program Guidelines (June, 2009).
- (b) The Grantee understands and agrees that the work to be performed under this project is funded by federal and/or state recovery and reinvestment funds ("Recovery Funds"), and that the Grantee must report information as required by applicable federal and state law

for itself and all contractors, subcontractors, and subrecipient entities performing work under this Agreement.

- (c) The Grantee understands and agrees that all Projects funded in whole or in part with Recovery Funds must be identified by temporary and/or permanent signs, designed and ordered by the Department and installed at the Project site by the Grantee as directed and approved by the Department. Temporary project signs that are typically used to provide information about the project and its funding must also have both Recovery funds logos placed on the sign. The logos will be provided by the Department.
- (d) The Grantee acknowledges it is subject to the conditions on grant award, disbursement of funds, and other Program policies set forth in the Montana Reinvestment Act.
- (e) The Grantee agrees that the Project will adhere to all applicable design standards required by the Department of Environmental Quality (DEQ). If no DEQ standards are applicable to the Project, the Grantee agrees that the Project will adhere to applicable generally accepted industry standards, such as *Recommended Standards for Wastewater Facilities* or *Recommended Standards for Water Works*, published by the Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers, latest edition.
- (f) The Grantee agrees that all contracts and subcontracts entered into for the completion of the activities described in Section 6. SCOPE OF WORK will indicate that the contract is being made under the Montana Reinvestment Act of 2009, and require such contractors, subcontractors, and subrecipient entities to also comply with all applicable local, state, and federal laws, regulations, administrative directives, procedures, ordinances, resolutions; all applicable DEQ design standards, or, if not applicable, applicable generally accepted industry standards as set forth in this Section; and all administrative directives and procedures established by the Department, including the Local Government Infrastructure Program Guidelines (June, 2009).
- (g) The Grantee expressly agrees to repay to the Department any funds advanced under this Contract that the Grantee, or its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which they delegates authority to carry out portions of this Contract, expends in violation of the terms of this Contract, the statutes and regulations governing the Program, or any applicable local, state, or federal requirements.

## **Section 4. BUDGET**

- (a) The total amount to be awarded to the Grantee under this Contract will not exceed \$1,650,688. The Project budget is set forth in Exhibit A.
- (b) Budget adjustments in excess of \$5,000 must be approved in advance by the Department.
- (c) Any grant award funds the Grantee fails to expend on or before September 30, 2010 will revert to the state general fund.

## **Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE**

- (a) This Contract shall take effect upon execution by the parties and will terminate upon approval of the Grantee's final Request for Payment by the Department, unless otherwise terminated in accordance with the terms of this Contract.
- (b) All Program grant award monies must be expended by the Grantee on or before September 30, 2010. The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit B. The Grantee may modify the implementation schedule set forth in Exhibit B only upon obtaining the prior written approval of the Department.

## **Section 6. SCOPE OF WORK**

The Grantee agrees to engage in Project activities as set forth in Section 57 of the Montana Reinvestment Act (HB 645).

The major components of the Project include the following work for the Grantee:

Reconstruction Alkali Creek Road

## **Section 7. AMOUNT OF GRANT AND METHOD OF REIMBURSEMENT**

- (a) The Department will use the funds appropriated in the Montana Reinvestment Act of 2009 to fund grant awards to the Project activities set forth in Section 57 thereof. The Grantee acknowledges that its access to Recovery Funds is subject to their availability.
- (b) Payment to the Grantee for approved Project activities under the Contract will be in accordance with the disbursement schedule listed below:

- (i) Payment #1 – 90% of the award amount will be available upon Contract execution in conjunction with the receipt of Grantee's Request for Payment.
- (ii) Payment #2 – The remaining 10% of the award amount will be available for payment upon project completion in conjunction with the receipt of all required reports and Grantee's final Request for Payment.

(c) Grantee acknowledges and agrees that if the Grantee fails to file its annual financial report or to follow any other reporting or auditing requirements established by any state or federal agency or authorized agent thereof, as set forth in Sections 2-7-503, 5-13-304, and 18-1-118, MCA, and other laws, the Department of Commerce reserves the right to release any remaining Program funds to that local government on a reimbursement basis only, upon receipt of a Request for Reimbursement accompanied by adequate supporting documentation of project expenses.

(d) As further set forth in Section 19. TERMINATION OF AGREEMENT, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract, any costs incurred will be the Grantee's sole responsibility.

(e) The grant funds may not be used to cover any costs incurred by the Grantee prior to May 14, 2009, for any expenses not included in Exhibit A or an approved adjustment thereto, or for any expenses not clearly and adequately supported by the Contractor's records.

(f) Unless otherwise stated herein, the Department is allowed 30 working days to process a Request for Payment. The Grantee may be required to provide banking information at the time of Contract execution in order to facilitate electronic funds transfer payments. The Department may withhold payments to the Grantee if the Grantee has breached the terms of this Contract.

(g) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract, the Department may withhold the final payment to the Grantee until such time as the parties agree on a plan to remedy the deficiency.

(h) Any Requests for Payment for contracted or subcontracted services must attach appropriate documentation demonstrating compliance with applicable state procurement requirements.

- (i) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.
- (j) If the Department determines that the Grantee is not likely to expend all grant funds by September 30, 2010, it may require the Grantee to request an amendment to the scope of the awarded project or redistribute all or a portion of the award to other projects proposed by the Grantee.

## **Section 8. REPORTING REQUIREMENTS**

- (a) Quarterly Progress Reports. During the term of this Contract, the Grantee will submit project progress reports to the Department within 15 days of the end of each calendar quarter. These reports will describe the status of the activities set forth in Section 6. SCOPE OF WORK, including, at a minimum, the percentage completed, costs incurred, funds remaining, and projected completion date. The report must also describe any significant problems encountered in carrying out the Project and the scope of any necessary modifications the Grantee is requesting in the SCOPE OF WORK, BUDGET, or Project implementation schedule. Timely quarterly reports are extremely important to the Department's ability to submit its report to the Office of Budget and Program Planning for the reporting requirements of the Montana Reinvestment Act funds. The Department, at its discretion, may decline to honor the final 10% Request for Payment if the required quarterly progress report has not been submitted to or approved by the Department.
- (b) Monthly Recovery Funds Reports. No later than the first Friday of each month during the term of this Contract, the Grantee must report, at a minimum, for itself and all contractors, subcontractors, and subrecipient entities, the following information:
  - (1) The dollar amount of all contractor invoices;
  - (2) The supplies delivered and the services performed;
  - (3) An assessment of the completion status of the work;
  - (4) An estimate of the number of jobs created and the number of jobs retained as a result of the Recovery funds:
    - (i) "Jobs created" means the cumulative new positions created and filled, or previously existing unfilled positions that are filled, for each project, as a running total over the life of the project, expressed as "full time equivalent" (FTE), calculated cumulatively as all hours worked (jobs created cumulative work hours) divided by the total number of hours in a full time schedule, as defined by the Grantee.

- (ii) "Jobs retained" means the cumulative previously existing filled positions that are saved/retained for each project, as a running total over the life of the project, expressed as FTE, calculated cumulatively as all hours worked (jobs saved cumulative work hours) divided by the total number of hours in a full time schedule, as defined by the Grantee.
- (iii) The Grantee must report the FTE (job counts should be converted to full-time equivalents), cumulative work hours, and total number of hours in a full time schedule, as defined by the Grantee, for both jobs created and retained.
- (iv) Temporary construction jobs should also be converted to annualized full-time equivalents. For example, 20 full-time jobs on a three-month project count as 5 full-time equivalent annualized jobs; and

(5) Name and physical location of all contractors, subcontractors, and subrecipient entities engaged in any of the activities described in Section 6. SCOPE OF WORK.

(c) **Project Completion Report.** Upon completion of the final Project, the Grantee will submit a final Project Completion Report to the Department. The Project Completion Report will describe the total costs incurred for the Project, identify the final completion date, summarize any significant problems encountered in carrying out the Project, and provide the final Recovery Funds information for each item set forth in paragraph (b) in this Section. Within 15 days of receiving the Project Completion Report, the Department will issue the Notice of Project Close-out.

## **Section 9. LIAISONS**

The contact persons for this Agreement are:

**For the Department of Commerce:**

Dave Cole (or successor)  
Administrator, Community Development  
Montana Department of Commerce  
301 S. Park Ave.  
P.O. Box 200523  
Helena, MT 59620-0523  
406-841-2776

**For the Grantee:**

Ron Tussing, Mayor  
City of Billings  
PO Box 1178  
Billings, MT 59103  
406-657-8433

**Section 10. ACCESS TO AND RETENTION OF RECORDS**

The Grantee shall create and maintain records of the services covered by this Contract, including but not limited to financial records, supporting documents, and such other records as are required by law or other authority, and to provide the Department, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.) The Grantee agrees to create and retain records supporting the services rendered or supplies delivered for a period of three (3) years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices in Billings, Montana.

**Section 11. PROJECT MONITORING**

- (a) The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with the SCOPE OF WORK, the proper use of Recovery Funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department will advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department.
- (b) Failure by the Grantee to proceed with reasonable promptness to take necessary corrective actions shall be a default. If the Grantee's corrective actions remain unacceptable, the Department may terminate this Contract in whole or in part, or reduce the contract price or award to reflect the reduced value of services received.

**Section 12. COMPLIANCE WITH LAWS**

- (a) The Grantee must, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, policies, regulations, and ordinances, including

the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Grantee subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Grantee agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

- (b) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

### **Section 13. ACCOUNTING, COST PRINCIPLES, AND AUDITING**

- (a) The Grantee, in accordance with Section 18-4-311, MCA and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles (GAAP).
- (b) The Department or any other legally authorized governmental entity or their authorized agents may, at any time during or after the term of this Contract, conduct, in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration and expenditure of the monies provided through this Contract and to ensure the appropriate administration and delivery of services provided through this Contract.
- (c) The Grantee, for purposes of audit and other administrative activities, in accordance with 18-1-118, MCA and other authorities, must provide and the Department any other legally authorized governmental entity or their authorized agents access at any time to all of their respective records, materials and information, including any and all audit reports with supporting materials and work documents, pertinent to the services provided under this Contract until the expiration of three (3) years from the completion date of this Contract. The Department and any other legally authorized governmental entity or their authorized agents may record any information and make copies of any materials necessary for the conduct of an audit or other necessary administrative activity.

## **Section 14. AVOIDANCE OF CONFLICT OF INTEREST**

- (a) The Grantee will comply with sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA (as applicable) regarding the avoidance of conflict of interest.
- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.

## **Section 15. OWNERSHIP AND PUBLICATION OF MATERIALS**

All reports, information, data, and other materials prepared by the Grantee, or any of its contractors or subcontractors, in furtherance of this Contract are the property of the Grantee and the Department, which both have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the Department and the Grantee.

## **Section 16. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

- (a) The Grantee agrees that all contracts and subcontracts entered into for the completion of the activities described in Section 6. SCOPE OF WORK or any portion thereof must indicate, in writing, that the Contract is being made under the Montana Reinvestment Act of 2009, and require such contractors, subcontractors, and subrecipient entities to also comply with all applicable local, state, and federal laws, regulations, administrative directives, procedures, ordinances, resolutions; all administrative directives and procedures established by the Department, including the Local Government Infrastructure Program Guidelines (May 2009), and all of the terms and conditions of this Contract.
- (b) The Grantee's assignment, transfer, delegation, or subcontract of this Contract or any portion thereof neither makes the State a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the State.
- (c) The Grantee must immediately notify the Department of any litigation concerning any assignment, transfer, delegation, or subcontract of this Contract or any portion thereof.

## **Section 17. HOLD HARMLESS AND INDEMNIFICATION**

The Grantee agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Grantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, subcontractors under the Contract.

## **Section 18. INSURANCE**

- (a) General Requirements. Grantee shall maintain and shall assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, primary liability insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers are to be covered as additional insured's for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) Primary Insurance. Grantee's insurance coverage shall be primary insurance with respect to the State of Montana, its elected or appointed officers, officials, employees, or volunteers and shall not contribute with it.
- (c) General Liability Insurance. At its sole cost and expense, the Grantee shall purchase occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory Tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.
- (d) Professional Liability Insurance. Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the

effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

- (e) **Property Insurance.** At its sole cost and expense, the Grantee shall maintain property and hazard insurance, including course of construction coverage, and earthquake insurance in areas where there is a shaking level above 10g <http://rmtd.mt.gov/aboutus/publications/files/NEHRP.pdf> for loss or damage for any building and all related improvements and contents therein on the premises on a replacement cost basis throughout the term of the contract.
- (f) **General Provisions.** All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana or by a domiciliary state and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements are to be received by the Department prior to beginning any activity provided for under the Contract. Grantee shall notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy at any time, including endorsements.

## **Section 19. TERMINATION OF CONTRACT**

This Contract may only be terminated in whole or in part as follows:

- (a) **Availability of Funding.** This Contract is automatically canceled if federal funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, are not appropriated or otherwise made available to support the Contract's commencement or continuation of performance.
- (b) **Termination for Cause with Notice to Cure Requirement.** The Department may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

(c) **Effect of Termination.** In the event of termination due to the Grantee's, or its contractors', subcontractors', or subrecipient entities' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the responsibility of the Grantee. However, at its sole discretion, the Department may approve requests by the Grantee for reimbursement of expenses incurred. The Department's decision to authorize payment of any costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Grantee to comply with the any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

## **Section 20. NOTICE**

All notices, reports, and other information required under the provisions of the Contract to be exchanged between the parties must be in writing and delivered to the parties' liaisons identified herein either by first class mail or personal service.

## **Section 21. DEBARMENT**

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency.

## **Section 22. CONTRACT AMENDMENT**

Except as otherwise set forth herein, this Contract may not be enlarged, modified, or altered except upon written agreement by all parties to the Contract.

## **Section 23. DEFAULT**

Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth herein or as otherwise legally available, including but not limited to damages and specific performance.

## **Section 24. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Grantees are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-41-417, MCA. Proof of compliance must be in the form of workers' compensation

insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Grantee nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department.

### **Section 25. FORCE MAJEURE**

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

### **Section 26. SEPARABILITY**

A declaration by any court, or any other binding legal forum, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

### **Section 27. NO ARBITRATION**

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under the Contract.

### **Section 28. REFERENCE TO CONTRACT**

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract.

### **Section 29. NO WAIVER OF BREACH**

No failure by the Department to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the Department to enforce each and all of the provisions hereof upon any further or other breach on the part of the Grantee.

## **Section 30. JURISDICTION AND VENUE**

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

## **Section 31. INTEGRATION**

The Contract contains the entire agreement between the parties, and no statements, promises, or inducements of any kind made by either party, or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties hereto have caused this Contract to be executed.

### **CITY OF BILLINGS:**

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Ron Tussing, Mayor

Date

### **ATTEST:**

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City Clerk

### **APPROVED AS TO FORM:**

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City Attorney

### **MONTANA DEPARTMENT OF COMMERCE:**

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Anthony J. Preite, Director  
Montana Department of Commerce

Date

## Exhibit A

### Project Budget

<b><u>PROJECT BUDGET FOR HB 645 INFRASTRUCTURE PROJECT</u></b> <b><u>City of Billings</u></b>				
<b>ACTIVITY COSTS:</b>	<b>HB 645 Grant</b>	<b>City Arterial &amp; Construction/ Storm Funds</b>	<b>(Identify Other Funds)</b>	<b>Total Project Cost</b>
<b>Equipment Cost</b>	\$	\$	\$	\$
<b>Construction Cost</b>	<b>\$1,650,688</b>	<b>\$299,312</b>	\$	<b>\$ 1,950,000</b>
<b>Architectural/Engineering Design</b>	\$	\$354,124	\$	\$354,124
<b>Bidding/Const. Admin.</b>	\$	\$255,000	\$	<b>\$255,000</b>
<b>Contingency</b>	\$	\$195,000	\$	<b>\$195,000</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$ 1,650,688</b>	<b>\$1,103,436</b>	\$	<b>\$2,754,124</b>

## Exhibit B

### Project Implementation Schedule

<b><u>IMPLEMENTATION SCHEDULE FOR THE CITY OF BILLINGS</u></b>										
TASK	QUARTERS 2009				QUARTERS 2010				QUARTER S 2011	
	1 <sup>ST</sup>	2 <sup>ND</sup>	3 <sup>RD</sup>	4 <sup>TH</sup>	1 <sup>ST</sup>	2 <sup>ND</sup>	3 <sup>RD</sup>	4 <sup>TH</sup>	1 <sup>ST</sup>	2 <sup>ND</sup>
<b>PROJECT START-UP AND REPORTING</b>										
A. Sign contract with Department of Commerce				X						
B. Secure approval of other funding			X							
C. Submit ARRA progress reports					X	X	X			
<b>PROJECT CONSTRUCTION</b>										
A. Architectural/Engineering Design	X	X	X	X						
B. Construction and purchase and installation of equipment					X	X				
C. Final Inspection								X		
<b>PROJECT CLOSE-OUT</b>										
A. Submit project completion report								X		
B. Include project in audits						X	X			

**Regular City Council Meeting**

**Consent : 1.D.**

**Date: 09/14/2009**

**TITLE: Amendment 1 to Scheduled Airline Operating Agreement and Terminal Building Lease with Great Lakes Aviation, Ltd.**

**PRESENTED BY:** Tom Binford

**Department:** Aviation & Transit

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### **Information**

#### **PROBLEM/ISSUE STATEMENT**

Great Lakes Aviation, Ltd. (Great Lakes) began daily service to five Montana communities from Billings Logan International Airport on February 1, 2009. The airline signed the City's Scheduled Airline Operating Agreement and Terminal Building Lease (Signatory Agreement) to lease the ticket counter area last used by America West. Great Lakes was awarded the Essential Air Service (EAS) contract by the Department of Transportation after Big Sky Airlines suspended its EAS service, left the Airport, and subsequently went out of business. Great Lakes has resumed round trip EAS flights to Sidney, Glendive, Havre, Glasgow, and Wolf Point from Billings. The Signatory Agreement contract expired on June 30, 2009, and Great Lakes wishes to renew the Agreement for an additional one-year period.

Presently, Northwest, Horizon, and United Airlines operate under the Signatory Agreement, which expired June 30, 2009; Frontier and Allegiant do not operate under the Signatory Agreement. The Airport staff is working with all the airlines to extend the term of their Agreements for an additional one-year period.

#### **ALTERNATIVES ANALYZED**

The Council may:

- Approve the Agreement extension for one year;
- Not approve the Agreement extension; or
- Request staff to renegotiate some part of the Agreement extension.

#### **FINANCIAL IMPACT**

This Signatory Agreement provides Great Lakes with 1,166 square feet of exclusive use space for ticketing and offices, and additional allocated operational space. Based on the current rate schedule, the Lease would generate approximately \$95,000 in annual rentals. Landing fees are estimated to generate approximately \$34,000 per year.

#### **RECOMMENDATION**

Staff recommends that Council approve Amendment 1 to the Scheduled Airline Operating Agreement and Terminal Building Lease with Great Lakes Aviation, Ltd. extending the term for one year to expire on June 30, 2010.

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#### **APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Consent : 1.E.**

**Date: 09/14/2009**

**TITLE: Amendment Nine with CTA for the Architectural/Engineering Services for the American Recovery and Reinvestment Act for MET Bus Wash & Pavement Upgrades**

**PRESENTED BY:** Tom Binford

**Department:** Aviation & Transit

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### **Information**

#### **PROBLEM/ISSUE STATEMENT**

Due to the specialized nature of architectural services required for Aviation and Transit facilities design and remodel projects, including knowledge of the Federal Transit Authority (FTA) design and grant funding process, the City has historically entered into a five-year term contract to provide architectural services for the Aviation and Transit Department. On November 27, 2006, the City approved a five-year contract with CTA Architects Engineers to provide the design; development of project plans, specifications and bidding documents; and contract administration of items such as coordination meetings, pay requests, and change orders, etc. The base five-year contract is amended each time a new project is undertaken. Amendment Nine for \$62,368, includes all of the services indicated above for the American Recovery and Reinvestment Act (ARRA) MT-96-X002.00 project, which covers the Billings MET Operations Center Bus Wash and Pavement Upgrades. The scope of work for this project and the associated architectural and engineering fees have been negotiated and approved by staff. This project includes the replacement of the 26-year-old bus washing equipment and the upgrade of the asphalt and concrete pavement on the east side of the MET Operations Center. Including Amendment Nine, the total cost of the architectural work under this five-year contract is \$248,738.74 and has produced an estimated \$3,394,336.00 of construction projects.

#### **ALTERNATIVES ANALYZED**

The Council may:

- Approve Amendment Nine; or
- Decline to approve Amendment Nine and not complete the Met projects.

#### **FINANCIAL IMPACT**

The total cost of Amendment Nine to the five-year Architectural Contract with CTA Architects and Engineers is \$62,368. and will be funded 100% with an ARRA Grant MT-96-X002.00.

#### **RECOMMENDATION**

Staff recommends the City Council approve Amendment Nine to the CTA Architects Engineers Service Contract in the amount of \$62,368 for the architectural and engineering services required for the ARRA Grant MT-96-X002.00 project for the MET Operations Center Bus Wash and Pavement Upgrades.

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#### **APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Consent : 1.F.**

**Date: 09/14/2009**

**TITLE: Confirmation of Probationary Police Officers**

**PRESENTED BY:** Rich St. John

**Department:** Police

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### **Information**

#### **PROBLEM/ISSUE STATEMENT**

On September 8, 2008, Officers Moses Richardson, Cory Kambak, Joshua Schoening, Bethany Schwartz, Sean Weston, Anthony Nichols, Joshua Cavan, Richard Gilmore, and John Tate were hired by the Billings Police Department as probationary Police Officers. According to MCA 7-32-4113, their probationary period is for one year from 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 within 30 days for confirmation. All of the supervisor comments concerning the officers' performance are positive and indicate that they are doing a good job, and recommend confirmation.

#### **ALTERNATIVES ANALYZED**

- Approve confirmation of probationary police officers; or
- Do not approve confirmation of probationary police officers.

#### **FINANCIAL IMPACT**

None.

#### **RECOMMENDATION**

City staff recommends Officers Moses Richardson, Cory Kambak, Joshua Schoening, Bethany Schwartz, Sean Weston, Anthony Nichols, Joshua Cavan, Richard Gilmore, and John Tate be confirmed as Billings Police Officers.

#### **APPROVED BY CITY ADMINISTRATOR**

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**Date: 09/14/2009**

**TITLE: Billings Area Chamber of Commerce Trust Indenture**

Bruce McCandless, Asst. City

**PRESENTED BY:** Administrator

**Department:** City Hall Administration

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### Information

#### **PROBLEM/ISSUE STATEMENT**

In 1988 the City of Billings loaned the Billings Area Chamber of Commerce \$410,000 to assist with constructing the Chamber's new office building at 815 S. 27th Street. The Promissory Note was secured by a Trust Indenture. The original Trust Indenture was amended several times over the ensuing twenty years. The Chamber recently requested another change. The multiple amendments are confusing and, in the event of a property sale or other transaction, would cause problems with an accurate title search. The Chamber and City Legal staff agree that the original Trust Indenture should be reconveyed and a new Trust Indenture should be executed by the Chamber and accepted by the City. The City Council is being asked to reconvey the existing trust indenture and to approve and accept a new Trust Indenture.

#### **ALTERNATIVES ANALYZED**

The Chamber of Commerce requested relatively minor changes to the existing Trust Indenture. The City Council could:

- Approve the requested changes to the existing Trust Indenture;
- Disapprove the requested changes to the existing Trust Indenture; or
- Approve the staff recommended reconveyance of the existing Trust Indenture and approve a new Trust Indenture

#### **FINANCIAL IMPACT**

This item's approval should not have a financial impact on the City of Billings.

#### **RECOMMENDATION**

Staff recommends that the City Council approve the reconveyance of the Trust Indenture to the Billings Area Chamber of Commerce and to approve and accept the new Trust Indenture.

#### **INTRODUCTION**

In 1988 the City of Billings loaned the Billings Area Chamber of Commerce \$410,000 to assist with constructing the Chamber's new office building at 815 S. 27th Street. The Promissory Note was secured by a Trust Indenture. The original Trust Indenture was amended several times over the ensuing twenty years. The Chamber recently requested another change. The multiple amendments are confusing and, in the event of a property sale or other transaction, would cause problems with an accurate title search. The Chamber and City Legal staff agree that the original Trust Indenture should be reconveyed and a new Trust Indenture should be executed by the Chamber and accepted by the City. The City Council is being asked to reconvey the existing trust indenture and to approve and accept a new Trust Indenture.

#### **SUMMARY**

In 1988 the City of Billings was actively engaged in the downtown Tax Increment District (TID). The Chamber of Commerce wanted to construct a new operations center. Through a complex set of transactions, the Chamber borrowed \$410,000 from the City's TID revolving loan fund to assist construction of a new Chamber office and visitor center at 815 S. 27th Street, which is located in the former TID. The City secured the loan with a Promissory Note and Trust Indenture. The Chamber still owes almost \$200,000 on the note and it is current with its payments.

Earlier this year, the Chamber requested that the City amend the Trust Indenture again. The Chamber wants to submit reviewed annual financial statements instead of audited statements because it is less expensive. It wants up to 120 days instead of 60 days after the end of the fiscal year to submit the reviewed statements. Staff concurs with those requests. The City requested that the new Trust Indenture substitute the Trustee since the original document designated former City Attorney Jim Tillotson as the Trustee. The new document names current City Attorney Brent Brooks. Finally, the new Trust Indenture incorporates all of the terms and conditions that were changed in the various amendments that were approved over the past 20 years.

### **RECOMMENDATION**

The City can require the Chamber to submit an audited financial statement within 60 days of the fiscal year end. Failure to submit it would be a breach of the agreement and could be a material one if no financial statements were prepared, audited and submitted. If it wasn't corrected, the City could declare a default and require full payment of the note. Staff recommends that the Council approve the request for a reviewed statement to be submitted within 120 days of the fiscal year end. A reviewed statement provides a reasonable level of assurance that the financial statements accurately reflect the Chamber's financial condition. The City typically takes 150-180 days to produce its audited financial statement and 120 days is not unreasonable, particularly as the Chamber's mission and funding sources have grown. A new Trust Indenture will make the City's secured position clearer and will incorporate changes that took place over many years and are shown in several separate documents.

### **APPROVED BY CITY ADMINISTRATOR**

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#### **Attachments**

Link: [request for reconveyance](#)

Link: [Reconveyance](#)

Link: [Trust Indenture](#)

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Return after filing to:  
Cari Martin, City Clerk  
City of Billings

## **REQUEST FOR RECONVEYANCE Trust Indenture**

**TO: BRENT BROOKS, Trustee**

You are hereby requested and directed to execute, acknowledge and deliver a Deed of Reconveyance of all right, title and interest held by you in trust by reason of that certain Trust Indenture given by BILLINGS AREA CHAMBER OF COMMERCE, as Borrower, to THE CITY OF BILLINGS, as Beneficiary, dated the 18th day of April, 1989, and recorded on the 23rd day of October, 1989, in the records of the Yellowstone County Clerk and Recorder in Book 1341 at Page 1880 under Document No. 1539496, in the following real property:

Lots 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, Block 230, of the Original Town (Now City) of Billings, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

Together with all rights in and to lands lying in streets, alleys, and roads adjoining the real property and all buildings, fixtures, and improvements thereon and all water and ditch rights, rights of way, tenements, hereditaments, privileges and appurtenances thereunto belonging, now owned or hereafter acquired, however evidenced, used or enjoyed with said property.

More commonly known as 815 South 27th Street, Billings, Montana 59101.

I hereby certify that the obligation secured by the above described the original Trust Indenture has not been satisfied, but the BILLINGS AREA CHAMBER OF COMMERCE ("Borrower") is granting a new trust indenture to the CITY OF BILLINGS ("Beneficiary") incorporating all amendments that had been made to the original Trust Indenture since the day it was first given to THE CITY OF BILLINGS and making additional amendments thereto, as agreed upon by and between the Borrower and the Beneficiary; which new trust indenture has been or will be filed in the office of the Clerk and Recorder of Yellowstone County, and that I am authorized to sign this request on behalf of the Beneficiary.

Dated this \_\_\_\_\_ day of June, 2009.

---

The City of Billings  
By: Patrick M. Weber  
Financial Services Manager

Return after filing to:  
Cari Martin, City Clerk  
City of Billings

## **REQUEST FOR RECONVEYANCE Trust Indenture**

**TO: BRENT BROOKS, Trustee**

You are hereby requested and directed to execute, acknowledge and deliver a Deed of Reconveyance of all right, title and interest held by you in trust by reason of that certain Trust Indenture given by BILLINGS AREA CHAMBER OF COMMERCE, as Borrower, to THE CITY OF BILLINGS, as Beneficiary, dated the 18th day of April, 1989, and recorded on the 23rd day of October, 1989, in the records of the Yellowstone County Clerk and Recorder in Book 1341 at Page 1880 under Document No. 1539496, in the following real property:

Lots 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, Block 230, of the Original Town (Now City) of Billings, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

Together with all rights in and to lands lying in streets, alleys, and roads adjoining the real property and all buildings, fixtures, and improvements thereon and all water and ditch rights, rights of way, tenements, hereditaments, privileges and appurtenances thereunto belonging, now owned or hereafter acquired, however evidenced, used or enjoyed with said property.

More commonly known as 815 South 27th Street, Billings, Montana 59101.

I hereby certify that the obligation secured by the above described the original Trust Indenture has not been satisfied, but the BILLINGS AREA CHAMBER OF COMMERCE ("Borrower") is granting a new trust indenture to the CITY OF BILLINGS ("Beneficiary") incorporating all amendments that had been made to the original Trust Indenture since the day it was first given to THE CITY OF BILLINGS and making additional amendments thereto, as agreed upon by and between the Borrower and the Beneficiary; which new trust indenture has been or will be filed in the office of the Clerk and Recorder of Yellowstone County, and that I am authorized to sign this request on behalf of the Beneficiary.

Dated this \_\_\_\_\_ day of September, 2009.

---

The City of Billings  
By: Patrick M. Weber  
Financial Services Manager

Return after filing to:  
Cari Martin, City Clerk  
City of Billings

## TRUST INDENTURE

**THIS TRUST INDENTURE** (this "Trust Indenture") is made as of \_\_\_\_\_, 2009 by **BILLINGS AREA CHAMBER OF COMMERCE**, of 815 South 27th Street, P.O. Box 31177, Billings, Montana 59107-1177 ("Borrower"), to **BRENT BROOKS**, City Attorney, 210 North 27th Street, Billings, Montana 59101 ("Trustee"), for the benefit of **THE CITY OF BILLINGS**, 210 North 27th Street, Billings, Montana 59101 (the "City").

### RECITALS

The Borrower is indebted to the City pursuant to that certain Promissory Note dated \_\_\_\_\_ of even date herewith, in the original principal amount of \$410,000.00 (the "Note"). The Borrower owns good and merchantable fee simple title to the following described real property located in Yellowstone County, Montana, including any buildings, improvements or fixtures located thereon (collectively the "Premises"):

Lots 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, Block 230, of the Original Town (Now City) of Billings, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

Together with all rights in and to lands lying in streets, alleys, and roads adjoining the real property and all buildings, fixtures, and improvements thereon and all water and ditch rights, rights of way, tenements, hereditaments, privileges and appurtenances thereunto belonging, now owned or hereafter acquired, however evidenced, used or enjoyed with said property.

More commonly known as commonly known as 815 South 27th Street, Billings, Montana 59101.

The Premises are free and clear of all liens, mortgages, security interest, claims, charges, defects of title or encumbrances whatsoever, except for the following (the "Permitted Encumbrances"):

- (a) all reservations and exceptions in patents from the United States or the State of Montana;
- (b) all applicable building, use, zoning, safety, sanitary and environmental restrictions;
- (c) all easements and rights of way of record as of the date of this Trust Indenture, and
- (d) all real estate taxes and assessments for 20098 and subsequent years.

### AGREEMENT

For the good and valuable consideration, in money or money's worth, the receipt and sufficiency of which is hereby acknowledged, the Borrower hereby agrees as follows:

1. Transfer, Assignment and Grant of Security Interest. To secure (a) the prompt payment when due of the principal, interest and other amounts due under the Note, (b) the prompt performance and observance of all of the covenants, obligations, agreements and conditions to be performed or observed by the Borrower under this Trust Indenture and under the Letter Loan Agreement of even date herewith the Note (together with this Trust Indenture and the Note, the "Loan Documents"), (c) any sums advanced for expenses or costs incurred by the City (or any receiver appointed under this Trust Indenture) which are made or incurred pursuant to, or permitted by, the terms of this Trust Indenture or the other Loan Documents, plus interest thereon at the Default Rate stated in the Note from the date of the advances or the incurring of such expenses or costs until reimbursed by the Borrower, and (d) any extensions,

renewals or modifications of all such indebtedness described in subparagraphs (a) through (c) above whether or not the Borrower executes any agreement, instrument or documents relative to such extensions, renewals or modifications (collectively the "Secured Obligations"), the Borrower hereby grants, transfers and assigns to the Trustee, in trust, with power of sale, for the benefit of the City, and its successors and assigns, all right, title and interest, whether now owned or hereafter acquired, in and to (1) the Premises, together with all tenements, hereditaments, appurtenances, easements, privileges and rights belonging or any way appertaining thereto, (2) all agreements, instruments or documents relating to the Premises, (3) all leases and subleases of the Premises, or any part thereof, now or hereafter existing or entered into, (4) all rents, issues and profits arising from the Premises and all such leases and subleases, and (5) all after-acquired rights and interests in the foregoing properties, rights and interests (collectively the "Mortgaged Property"). The Borrower shall pay when due and promptly perform and observe all of the Secured Obligations.

2. Representations and Warranties. In addition to the representations and warranties contained in the Letter Loan Agreement, which are hereby incorporated into this Trust Indenture by reference, the Borrower makes the following representations and warranties which shall be continuing representations and warranties so long as any Secured Obligations shall remain unpaid or outstanding:

(a) Ownership, Liens, Compliance with Laws. Borrower owns the Mortgaged Property, the Mortgaged Property does not exceed forty (40) acres, and the Mortgaged Property is free and clear of all liens and encumbrances except the Permitted Encumbrances.

(b) Authority. Borrower has taken all necessary action to authorize the execution and delivery of this Trust Indenture and the other Loan Documents.

3. Borrower's Affirmative Covenants. From and after execution of this Trust Indenture and until all of the Secured Obligations have been fully performed, observed, paid and satisfied, the Borrower shall, at the Borrower's expense:

- (a) keep and maintain the Mortgaged Property in good condition and repair and not commit or permit any waste thereon;
- (b) cause the Mortgaged Property to be occupied and operated in a good and workmanlike manner, in accordance with generally accepted practices and not in violation of any applicable federal, state or local laws, statutes, rules or regulations;
- (c) cause to be paid, promptly and as and when due and payable, all expenses incurred in or arising from the operation, maintenance, occupation, inspection, protection, repairs, replacement, or change of or to the Mortgaged Property;
- (d) cause to be paid, promptly and as and when due and payable, all taxes, assessments and governmental charges legally imposed upon the Mortgaged Property, before delinquency;
- (e) cause the Mortgaged Property to be kept free and clear of all liens, charges and encumbrances of every character, kind and nature whatsoever, other than the Permitted Encumbrances and taxes constituting liens but not yet due and payable;
- (f) carry with reputable insurance companies in amounts satisfactory to the City (i) comprehensive casualty insurance on the Mortgaged Property against loss or damage by fire, lightning, hail, tornado, earthquake, explosion or other similar risks and casualties, and (ii) comprehensive general liability insurance regarding the Premises, the policies for which shall be acceptable to the City, shall name the City as an insured interest regarding the casualty insurance and an additional insured regarding the liability insurance, shall contain an agreement by the insurer that the same shall not be canceled, terminated or amended, whether by lapse of time or otherwise, without at least thirty (30) days prior notice in writing to the City, and shall be delivered to the City;
- (g) not sell, convey, mortgage otherwise dispose of or encumber the Mortgaged Property or any portion thereof; and
- (h) at reasonable times with reasonable advance notice to Borrower, permit the City or its agents to enter upon the Mortgaged Property, and all parts thereof, for the purpose of investigating and inspecting the condition and operation of the Premises.
- (i) Borrower shall maintain proper books of record and account for all transactions

relating to the operation of the premises, and shall permit the Beneficiary to examine such books and records at any reasonable time; and shall furnish to Beneficiary within ten (10) days of demand therefor, and in any event within sixty (60) days following the expiration of each of Borrower's fiscal years, a certified statement showing the current rent roll, the tenant roster, the gross rental income, other income and the source thereof, the amount of any real estate taxes, insurance premiums paid, operating expenses in reasonable detail, and the depreciation deduction taken for federal income tax purposes. Borrower shall also furnish to Beneficiary as soon as available, and in any event within one hundred and twenty (120) days after the end of each fiscal year its annual financial statements including a balance sheet and profit and loss statement, both in reasonable detail and reviewed by an independent certified public accountant. All books and records shall be maintained in accordance with generally accepted accounting principles. Upon failure of Borrower to furnish any such statements, Beneficiary may cause an audit to be made of the respective books and records at Borrower's sole cost and expense, and Beneficiary may also treat such failure as a default hereunder, entitling it to exercise the remedies hereinafter provided.

4. Sale, Transfer or Encumbrance. If Borrower sells, conveys, transfers, encumbers or otherwise disposes of all or any part of its interest in the Premises without the prior written consent of the City, the City shall have the option to declare the Secured Obligations immediately due and payable without notice.

5. Condemnation. Promptly upon the commencement of any proceeding for the condemnation of the Premises or any part or interest therein, or any sale in lieu of such proceeding, Borrower shall notify the City thereof. All condemnation awards and sale proceeds shall be paid to the City and the City shall have the right to compromise, collect and receipt therefor. Borrower shall execute and deliver such further assignments and authorizations as the City may request. All such awards and proceeds shall be applied by the City at its sole option, after deduction of all its reasonable expenses, including attorneys' fees, to the Secured Obligations, in such order as the City may determine, whether or not then due and payable or to restoration. Any surplus shall be paid over to Borrower.

6. Remedies Upon Default. If an Event of Default under the Loan Agreement or any other Loan Document, including without limitation the failure to pay any amount due under the terms of the Note or to observe any term or covenant of this Trust Indenture, shall have occurred and shall be continuing, the City shall be entitled to exercise all rights and remedies of a secured party under all applicable law and all rights and remedies available to it under the Secured Obligations or this Trust Indenture, including, without limitation, the following rights and remedies:

- (a) to foreclose this Trust Indenture by advertisement and sale in the manner provided in the Small Tract Financing Act of Montana;
- (b) to foreclose this Trust Indenture by judicial procedure as provided by Montana law for the foreclosure of mortgages on real property;
- (c) to petition for appointment of a receiver as provided as provided by law; and
- (d) to exercise and enforce any and all other rights, powers or remedies now or hereafter at any time existing at law or in equity, or by statute, agreement or otherwise.

7. City's Right to Perform. If the Borrower shall fail to perform any act required to be performed by them under this Trust Indenture, the City, without notice to or demand upon the Borrower, and without waiving or releasing any obligation or breach or default, may (but shall not be under any obligation to) at any time thereafter perform such act for the account and at the expenses of the Borrower, as in the opinion of the City, may be reasonably necessary or appropriate. All such sums so paid by the City and all costs and expenses (including, without limitation, attorneys' fees and court costs so incurred), together with interest thereon at the Default Rate provided in the Note from the date so paid or incurred until reimbursed by the Borrower, shall be secured by this Trust Indenture and shall be paid by the Borrower to the City on demand.

8. Cumulative Remedies and Waivers. Each right, power and remedy of the City provided for in this Trust Indenture or now or hereafter at any time existing at law or in equity or

by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy provided for in this Trust Indenture or now or hereafter at any time existing at law or in equity or by statute or otherwise, and the exercise by the City of any one or more such rights, powers or remedies, or the partial release thereof, shall not preclude the simultaneous or later exercise by the City of any or all of such other rights, powers or remedies. No failure or delay by the City to insist upon the strict performance of any term or condition, covenant or agreement of this Trust Indenture or to exercise any right, power or remedy under this Trust Indenture or consequent upon a breach hereof, shall constitute a waiver of any such term, condition, covenant, agreement, right, power or remedy or of any such breach, or preclude the City from exercising any such right, power or remedy at any later time or times.

9. Termination and Release. This Trust Indenture and rights and interests of the City hereunder shall terminate when all the Secured Obligations have been fully performed, observed, paid and satisfied. Upon termination as herein provided, the City shall release its rights and interest hereunder, all without recourse upon, or warranty by, the City and at the cost and expense of the Borrower.

10. Trustee. Trustee accepts this Trust Indenture when this Trust Indenture, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of a pending sale under any other Trust Indenture or of any action or proceeding in which Borrower, City or Trustee shall be a party, unless brought by Trustee. The City may, at its option and without notice to Borrower, appoint a substitute Trustee by giving written notice of such appointment to the Trustee and filing of record, if required by law, notice thereof.

11. Miscellaneous. This Trust Indenture shall be governed by the laws of the State of Montana and shall be binding upon, inure to the benefit of and be enforceable by the Borrower and the City and its respective successors and assigns.

**IN WITNESS WHEREOF**, the parties have caused this Trust Indenture to be duly executed on the day and year first above written.

## **BILLINGS AREA CHAMBER OF COMMERCE**

By JOHN BREWER, CAE  
Its President & CEO

STATE OF MONTANA )  
: ss.  
COUNTY OF YELLOWSTONE)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, a Notary Public for the State of Montana, personally appeared **JOHN BREWER**, known to me as the President & CEO of **BILLINGS AREA CHAMBER OF COMMERCE**, and whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

---

\_\_\_\_\_ (Signature)

(NOTARIAL SEAL)

## **REQUEST FOR FULL RECONVEYANCE**

The undersigned is the holder of the Note or Notes secured by this Trust Indenture. Said Note or Notes, together with all other indebtedness secured by the Trust Indenture has been paid in full. You are hereby directed to cancel said Note or Notes and this Trust Indenture, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Trust Indenture to the person or persons legally entitled thereto.

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Mail Reconveyance to:

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**Regular City Council Meeting**

**Consent : 1.H.**

**Date: 09/14/2009**

**TITLE: License for use of Real Property with National Oceanic and Atmospheric Administration**

**PRESENTED BY:** Tom Binford

**Department:** Aviation & Transit

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### **Information**

#### **PROBLEM/ISSUE STATEMENT**

On August 3, 1992, the City entered into a fifteen-year, no-cost license with the National Oceanic and Atmospheric Administration (NOAA) for the use of Airport real property to place an Automated Surface Observing System (ASOS) near the center of the Airport's airfield. The Airport benefits from this arrangement as the onsite equipment provides automated weather observations 24 hours per day, providing current weather condition information for those utilizing the airfield. This equipment is maintained and operated by the National Weather Service. The original license has expired and NOAA desires to enter into a new fifteen-year, no-cost license to continue the use of Airport real property for the ASOS.

#### **ALTERNATIVES ANALYZED**

The Council may:

- Approve the new license; or
- Deny the new license.

#### **FINANCIAL IMPACT**

There is no financial impact to the City as a result of approving this new License for Use of Real Property with NOAA.

#### **RECOMMENDATION**

Staff recommends that Council approve the new License for Use of Real Property #09WSW0267 with NOAA, to continue the use of Airport real property for the placement of its ASOS equipment. The fifteen-year, no-cost license is effective February 1, 2008, through January 31, 2023.

#### **APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting****Consent : 1.I.****Date: 09/14/2009****TITLE: Skyview Ridge Park Master Plan****PRESENTED BY:** Mike Whitaker**Department:** Parks/Rec/Public Lands

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**Information****PROBLEM/ISSUE STATEMENT**

Skyview Ridge is a new residential subdivision located on State School Lands west of Castle Rock Middle School in the Heights. It is bordered on the north by Wicks Lane, on the east by Governors Boulevard, on the south by Kootenai and Constitution Avenues and on the west by the Alkali Creek bluffs. The Department of Natural Resources and Conservation is responsible for the day-to-day management of Trust Lands and has developed an overall park master plan for this subdivision (see Attachment A). There is a total of 50 acres of parkland dedicated to the City. The Park Master Plan will be implemented through a Special Improvement District (SID) by Billings Parks, Recreation and Public Lands (PRPL) when the subdivision reaches 51% build out. A Park Maintenance District (PMD) will also be created to fund ongoing maintenance of the parkland.

The Park Master Plan was presented to the Parks, Recreation and Cemetery Board on April 8, 2009, and the Board was unanimous in favor of recommending approval of the plan to the City Council. The plan was presented to the Council at an Aug. 17, 2009, work session.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve and adopt the Skyview Ridge Park Master Plan as a guiding document for the future development of parkland in the Skyview Ridge Subdivision; or
- Do approve and adopt the Skyview Ridge Park Master Plan

**FINANCIAL IMPACT**

There will be no financial impact to the City

**RECOMMENDATION**

Staff and the Parks, Recreation and Cemetery Board recommends that City Council approve and adopt the Skyview Ridge Park Master Plan as the governing plan for development of the parkland in the Skyview Ridge Subdivision as outlined in the attached resolution (Attachment A).

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [Resolution](#)

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Attachment A

**RESOLUTION NUMBER 09-\_\_\_\_\_**

A RESOLUTION ADOPTING A MASTER PLAN FOR THE DEVELOPMENT OF SKYVIEW RIDGE PARK ON LAND WEST OF CASTLE ROCK MIDDLE SCHOOL IN THE HEIGHTS

**WHEREAS**, the public interest requires the creation and adoption of a Master Plan for Skyview Ridge Park to control and limit development in accordance with the needs of the community, the limitations and constraints of the park site, and with improvements suited to and appropriate for this area.

**WHEREAS**, it is in the public interest and necessary that the current and future development of the park shall conform to the adopted master plan; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

BILLINGS:

1. *Master Plan.* The master plan for Skyview Ridge Park presented for adoption and attached as *Exhibit “A”* is the official Master Plan for the park.
2. *General Character of Improvements Provided for by the Plan.* The general character of the improvements are intended to balance scenic, and natural resource conservation with resource based recreational opportunities in the park which is bordered on the north by Wicks Land, on the east by Governors Boulevard, on the south by Kootenai and Constitution Avenues and on the west by the Alkali Creek Bluffs. The purpose of the plan is to guide development and maintenance of the park and its facilities.
3. *Changes.* Proposed improvements not part of the adopted plan shall not be installed unless a new master plan is adopted through the normal park planning process that finds that the proposed improvement is appropriate as described above and can be incorporated as part of an “amended” park master plan to be presented for adoption at that time.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Billings, Montana, this 14<sup>th</sup> day of September, 2009.

CITY OF BILLINGS

By: \_\_\_\_\_  
Ron Tussing Mayor

ATTEST:

By: \_\_\_\_\_  
Cari Martin City Clerk  
Exhibit A

## Riverfront Park Master Plan

# Skyview Ridge Subdivision

PARK MASTER PLAN

April 2009

# DRAFT



Prepared for:  
The City of Billings, Parks,  
Recreation and Public Lands

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## Acknowledgements

### *Prepared for:*

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### *Prepared by:*

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Billings, Montana 59101

### **Project Description**

The property that contains Skyview Ridge Subdivision is held by the State of Montana in Trust for the benefit of Common Schools (K-12). Revenues that are generated from the sale or lease of land within this subdivision go directly to the Commons Schools Trust. MCA 77-1-303 gives the Department of Natural Resources & Conservation the responsibility for day-to-day management of Trust lands and states "...under direction of the board, the department [DNRC] has charge of the selecting, exchange, classification, appraisal, leasing, management, sale, or other disposition of the state lands." The State Board of Land Commissioners retains the final management authority for Trust lands.

The DNRC Southern Land Office has obtained entitlements for the subject property, including annexation, zoning and preliminary subdivision approval. These actions are backed by the Real Estate Management Plan and associated Final Environmental Impact Statement (FEIS) and Record of Decision (ROD) as they bring added value to the property. Ultimately, the areas that are platted as single-family residential will be sold, while the commercial and multi-family lots will be retained by the State for ground lease.

### **Project Location**

Skyview Ridge is a new residential subdivision located on the west edge of the Heights neighborhood in Billings. The subdivision is bordered on the north by West Wicks Lane, on the east by Governors Boulevard, on the south by Kootenai and Constitution Avenues, and on the west by the Alkali Creek bluffs. Most of the vegetation on the site is native grasses in undeveloped fields, but pine-laden cliffs also border the western edge of the site. Large sandstone projections are scattered throughout the site, particularly in the northeast corner where there is a dense outcropping. Also, an overhead electric power line easement bisects the site, crossing diagonally from the southeast corner towards the northwest. In addition, a petroleum pipeline easement traverses the property and runs roughly parallel to the overhead electric power line easement



Outside of the subdivision, developed residential communities surround the site, except for on the western edge where fields and rock bluffs dominate the landscape. The subdivision is directly adjacent to three schools: Eagle Cliffs Elementary School, Castle Rock Middle School, and Skyview High School. Residents of the subdivision will have easy and convenient access to all three schools.

### **Subdivision Requirements**

The gross area of the subdivision is 284 acres. It is projected that a total of 547 single-family residential lots, 5 multi-family residential lots, and 11 commercial lots will be developed within the subdivision. There are three zoning types within the subdivision:

Residential (R-7000-R, R-9600, R-6000 and RMF-R), Commercial (CC, NC and RP), and Public.

The “City of Billings Subdivision Regulations Parkland Dedication Requirements” state that 11 percent of the net area of land proposed to be subdivided into parcels of one-half acre or smaller is contributed to parkland dedication. In addition, 5 percent of the land for parcels between 1 and 3 acres, and 2.5 percent of the land for parcels between 3 and 5 acres must be contributed to parkland dedication. The total lot area for parcels under one-half acre is 143 acres; for parcels between 1 and 3 acres there is a total of 19 acres; for parcels between 3 and 5 acres there is a total of 12 acres. The resulting park land dedication requirement is 16.95 acres. A portion of land on the north side of Eagle Cliffs Elementary School may be dedicated to School District 2 under the following state statute: “Subject to the approval of the local governing body and acceptance by the school district trustees, a subdivider may dedicate a land donation provided in subsection (1) to a school district, adequate to be used for school facilities or buildings.”



According to the “Skyview Ridge Subdivision Master Plan,” a total of 50.12 acres of parkland and public open space is proposed. Portions of park land will be developed as described in this plan based upon the recreational needs of the community, other portions of park land may be developed with irrigation, turf grass, etc. as per the Department’s discretion.

The implementation of the park amenities will be funded through the creation of a Special Improvement District (SID). The SID will be initiated by the Parks and Recreation Department. The trigger for the SID will be at the 51 percent build out of the subdivision as agreed with the Developer in the Subdivision Improvement Agreement. The proposed SID coverage will be all areas within the Skyview Ridge Subdivision. Final determination of the SID benefit district will be by the Parks and Recreation Department. A Park Maintenance District (PMD) will also be established in conjunction with the SID. The PMD will cover the cost of maintenance for the park.

### **Design Process**

The developer has engaged the surrounding neighbors in the development of the park plan. In a neighborhood meeting, an initial park plan was presented, and three questions were asked of the twelve participants:

1. What do you like about the proposed plan?
2. What concerns do you have about the proposed plan?
3. Do you have any suggestions for the DNRC as it develops this park?

Responses were collected orally and written down on flip charts. The responses below reflect this discussion.

- The plan provides many activities for the neighborhood children. However, consider some activities for the adults in the neighborhood. Some examples may be a fitness course or an artificial turf putting green.
- The overall plan shows many trees in the boulevards; will this be installed by DNRC? No, that plan shows a representation of boulevard trees if the covenants require one tree per lot.
- There was an indication that it was desirable to preserve several sandstone outcrops that occur throughout the subdivision.
- Attendees agreed that the Little League space was needed.
- Parking is allowed in the cul-de-sac, but perhaps it needs to be restricted to be a kid drop-off area.
- Consider adding some basketball courts. Consider making the shelter larger and placing some lighting at the shelter for security purpose.
- There were many questions about maintenance and weed control. It was explained that this area would be subject to a park maintenance district. The PMD tax assessment will help fund maintenance in these park lands.
- Because there is the opportunity for both a Little League and soccer game, seriously consider the addition of restrooms and a drinking fountain.
- On the west side of the soccer field consider adding some berms to help alleviate the potential of soccer balls flying into the street.



### **Parkland and Public Open Space Improvements**

A neighborhood park is located in the center of the development, less than 1/2 mile away from Eagle Cliffs Elementary School. According to the “Parks 2020 Plan” and the “National Recreation and Parks Association Open Space Guidelines”, a neighborhood park” has a service area of 1/2 mile radius, and is typically 10-20 acres. The projected user group is subdivision residents. The design standards include open lawn areas for programmable activities, a playground, and picnic area with a shelter.



The park is located for pedestrian ease-of-access, as dictated by the Parks 2020 Plan, where pedestrians are not required to cross major roadways and where the park is in close proximity to an elementary school.

In addition to the neighborhood park, many acres of land are dedicated to remain undeveloped open space to preserve the natural features of the area. Also, linear corridors follow easements and right-of-ways, and will connect homes to the school, the neighborhood park, and the remaining undeveloped open space.

### **Individual Elements in the Park Development**

#### **Trees**

The only existing trees on-site are the coniferous trees growing along the Alkali Creek bluffs, with the remainder of the site being covered by native grasses. Where practical, these trees should be saved and protected during construction. When selecting varieties for new shade trees, hardiness, species diversity, adaptability and maintenance should be considered.



Ornamental trees are used as accents near buildings and structures. Evergreen trees will also need to be planted to provide winter interest and for their buffering capabilities. Shade and ornamental trees are usually measured by their caliper and come in either balled and burlapped (B&B) or container root systems. The minimum recommended size for the trees is 1-1/2 inch caliper, although 2 inch caliper is desired. These sizes are the most readily available, are less susceptible to vandalism, and provide a more mature tree. Evergreen trees should have a minimum of 3 feet in height. Wildlife protection will be needed until the plants are established.

A berm and evergreen trees should be utilized in the northeast corner of the developed park to screen park users from traffic. The park should also incorporate large shade trees and smaller ornamental trees to maximize its comfort and aesthetics.

#### **Lawn Areas**

There are proposed irrigated lawn and non-irrigated natural areas within the subdivision. The irrigated lawn seed mix shall have low-water plant species, due to the fact that the irrigation water will be supplied from a potable water supply. The native areas (located around the park edges and linear corridors) should incorporate various desirable species native to the region. During development of the subdivision, native areas not identified for lot or right of way improvements should be protected from vehicle and equipment access to preserve existing natural conditions and vegetation to the greatest extent possible.

### Traffic Signage

Trails that cross streets at the mid-block should be signed and striped in accordance with current city traffic standards. Where feasible, curb bulb outs should be installed as an added measure for pedestrian safety.

### Programmable Open Space

In the center of the main park, a large programmable open space is provided to accommodate the dimensions of a Little League baseball field and a junior high school soccer field as well as space for other programmable recreation activities.

### Bike Rack

A bike rack is suggested for park entry areas to accommodate traffic that will come through the bike trail system. Figure 1 shows a basic metal bike rack. The finish and color should be consistent with other furnishings in the park.



### Playground

A children's playground will be located in the southeast corner of the park. Consideration to the placement of the playground included locating the playground away from potential hazards such as roads, lakes, ponds, streams and drop-offs. The total area for the playground will be approximately 2,580 square feet. The playground will be in close proximity to the picnic area and shelter, to provide parents/guardians easy access to the lot and allow for visual surveillance. The playground will also be surrounded by a sidewalk for accessibility and will contain the appropriate play area surface. The play system for the children's playground must provide opportunities that appeal to children between the ages of two and twelve years old. Examples of play elements to include are slides, low climbing platforms, or play telescopes and wheels to spin. The playground will meet or exceed the requirements for access under the Accessibility Guidelines for Play Areas and is current with all safety regulations. To reduce exposure to damaging UV rays it is recommended that the playground be shaded by mechanical or vegetative means.



### Play Area Surface

Fall protection around playground equipment is a critical component for child safety and ADA accessibility to the play features. To provide maximum protection, accessibility and minimal long-term maintenance, rubberized "poured-in-place" surfacing should be utilized as the fall protection material.



### **Picnic Shelter**

The picnic area will be located adjacent to the playground. The area will have a lawn space with picnic tables, shade trees, and a picnic shelter. The shelter will be a basic structure on a concrete pad, and will provide a covered space in inclement weather or for gatherings. Additional seating or tables will be offered under the shelter.



### **Site Furnishings**

Consistency will be important when choosing the site furnishings for the park (including benches and picnic tables). All furnishings should be both durable and functional, and at the same time add to the overall appearance of the park. All site furnishings and their location will be approved by the Parks and Recreation Department prior to their installation.



### **Pedestrian Trail Systems**

A multiuse trail will provide recreational opportunities and an alternative pedestrian access route within the subdivision. In sections where the trail is adjacent to the road, the trail will be constructed as a part of the right-of-way. One section of the trail ties to the Eagle Cliff Elementary School, providing a safer route to school for children. Other segments of the trail will connect through the undeveloped open spaces and even to destinations outside of the subdivision.

In the developed park, a six foot wide paved trail links to the multiuse trail and sidewalk to create a 1/3 mile loop around the neighborhood park. The loop can be used as a running, or exercise trail, serving the needs of residents of all ages.

### **Unimproved Pathways**

Existing unimproved pathways are common in the park lands within the City of Billings and are frequently used by the public for recreational pursuits. Unimproved pathways located along the Alkali Creek Cliffs are intended to be used by the public and will remain in their current state. The Parks and Recreation Department reserves the right to upgrade natural trails to gravel and/or asphalt as a part of a SID. Nonetheless, those purchasing a lot should be aware of the trail corridor in these areas.

### **Irrigation System**

A large lawn area in the park will have an automatic irrigation system. The irrigation system shall comply with the City of Billings' Parks Department requirements for Maxicom Central Controls.

### **Maintenance**

Many acres of land are dedicated to remain undeveloped, natural area park land in order to preserve and protect the natural features of the area. Undeveloped natural areas will be maintained using methods that preserve, protect and enhance the natural elements

contained within them. Irrigated turf grass, located in the developed park land areas, will be maintained using methods that are appropriate as determined by the Parks and Recreation Department.

*Appendix*

**Overall Subdivision Parks and Public Lands Plan**

**Main Park Plan**

**Budgetary Cost Estimate**



The neighborhood park provides areas for both active and passive recreation. The playground is located in the southeast corner of the site to provide a play area for younger children.

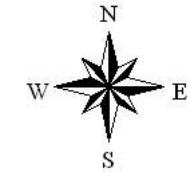
Programmable open space is a flat, open area with dimensions that can accommodate a junior high soccer or baseball game, but does not preclude other activities from occurring in this space.

The intersection in the northwest corner of the park is screened with a berm and evergreen trees.

The multi-use trail is linked to surrounding sidewalks and creates a 1/3 mile loop around the neighborhood park.

# Neighborhood Park - Skyview Ridge Subdivision

## Master Plan

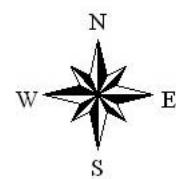




The Skyview Ridge Park Plan utilizes the various open spaces in the neighborhood to provide pedestrian connections between the parks and school. The multi-use trails are the main pedestrian access routes throughout the neighborhood with a link to the neighborhood park. Another section of the multi-use trail provides access directly to the Eagle Cliff Elementary School. A corridor trail meanders through the preserved open space of the Alkali Creek cliffs providing views of the valley.

# Skyview Ridge Subdivision

## Park Master Plan



## BUDGETARY COST ESTIMATE

**Project:** *Skyview Ridge Park*  
**Phase:** Master Plan  
**Date:** April 8, 2009  
**Prepared By:** Peaks to Plains Design, PC

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
Seed	Irrigated Lawn Mix	218,332	SF	\$ 0.12	\$ 26,200
Native Seed	Disturbed Areas Only, assumed 5' on each side of trails, plus entire central corridor	65,121	SF	\$ 0.20	\$ 13,024
Multi-Purpose Trail	10' Wide Trail 6" Concrete/4" Subgrade	40,195	SF	\$ 6.50	\$ 261,270
Sidewalk	4" Concrete /4" Subgrade	13,835	SF	\$ 5.50	\$ 76,093
Thickened-Edge Sidewalk	6" Sidewalk with 12" Edge	971	SF	\$ 8.50	\$ 8,254
Playground Surfacing	Pour-in-Place Rubber Surfacing	2,581	SF	\$ 15.00	\$ 38,720
Gravel Trail	8' Wide, Gravel	6,292	LF	\$ 3.00	\$ 18,877
Boulevard Shade Tree	2" Cal. , B&B	8	EA	\$ 250.00	\$ 2,000
Shade Tree	2" Cal. , B&B	4	EA	\$ 250.00	\$ 1,000
Evergreen Tree	6' Ht.	10	EA	\$ 300.00	\$ 3,000
Ornamental Tree	#15 Ctn.	18	EA	\$ 200.00	\$ 3,600
Benches	Typical Bench	3	EA	\$ 1,500.00	\$ 4,500
Playground Equipment	2-12 Age group, includes shade structure	1	LS	\$ 150,000.00	\$ 150,000
Earthwork		504,770	SF	\$ 0.10	\$ 50,477
Irrigation Point-of-Connection	Maxicom, SDF's	1	LS	\$ 15,000.00	\$ 15,000
Irrigation System	Rotors	218,332	SF	\$ 0.55	\$ 120,083
Shelter	20' Hexagonal Shade Structure	1	EA	\$ 15,000.00	\$ 15,000
Shelter - Add for restroom	1 male/1 female	1	LS	\$ 20,000.00	\$ 20,000
<b>SUBTOTAL</b>					<b>\$ 827,096</b>
	MOBILIZATION & INSURANCE			10%	\$ 82,710
	CONTINGENCY			15%	\$ 136,471
	PROFESSIONAL FEES			15%	\$ 156,941
<b>TOTAL</b>					<b>\$ 1,203,218</b>

**Regular City Council Meeting**

**Consent : 1.J.**

**Date: 09/14/2009**

**TITLE: Property Purchase - 2421 Belknap Avenue**

**PRESENTED BY:** David Mumford

**Department:** Public Works

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### **Information**

#### **PROBLEM/ISSUE STATEMENT**

Existing boundaries for the water treatment facility limit options for future plant and distribution system expansion. To provide room for future modifications, Public Works has been purchasing land along the west boundary of the treatment facility as it has become available over a long period of time. The department has reached a tentative purchase agreement with the owner of a lot located at 2421 Belknap Avenue (South 180.70' of Lot 1, Sandra Subdivision). A fair market value of \$122,000 has been established for the property. The value was determined and an appraisal was completed by an independent certified appraiser, followed by a review of that appraisal by a second independent certified appraiser in accordance with City policy. Accordingly, we are seeking the Council's approval to complete this purchase for \$122,000.

#### **ALTERNATIVES ANALYZED**

- Approve the purchase of the property at 2421 Belknap Avenue; or
- Do not approve the purchase of the property at 2421 Belknap Avenue.

#### **FINANCIAL IMPACT**

Water Plant property purchases are listed in the FY2010 Capital Improvement Plan. Sufficient money is available for the purchase of this parcel in the Water Production Capital Expenditures Account.

#### **RECOMMENDATION**

Staff recommends that Council approve purchase of the south 180.70 feet of Lot 1, Sandra Subdivision for \$122,000.

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#### **APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Consent : 1.K.1.**

**Date: 09/14/2009**

**TITLE: Saint Patrick's Catholic Church Annual Picnic**

**PRESENTED BY:** David Mumford

**Department:** Public Works

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### **Information**

#### **PROBLEM/ISSUE STATEMENT**

St. Patrick's Catholic Church requests the temporary street closure of N. 31st Street from 2nd Avenue N. to 3rd Avenue N. on Sunday, September 20, 2009, from 10:00 a.m. until 3:00 p.m. for an annual picnic. The proposed street closure will be for attendees to cross the street from Dwyer Park, where the activities are planned, to the Parish Center, where restrooms and food are located.

Recommended conditions of approval include the St. Patrick's Catholic Church:

1. Notify all emergency facilities, bus lines, and media at least two weeks in advance.
2. Provide certificate of insurance naming City of Billings as additional insured.
3. Provide and install adequate traffic barricades and signs directing motorists around closure.
4. Provide a minimum 10-foot wide, unobstructed drive lane on the street for emergency vehicle access.

#### **ALTERNATIVES ANALYZED**

The Council may:

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

#### **FINANCIAL IMPACT**

There are no costs to the City of Billings other than administrative time to process permit.

#### **RECOMMENDATION**

Staff recommends that Council approve the closure named above for St. Patrick's Catholic Church.

#### **APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Consent : 1.K.2.**

**Date: 09/14/2009**

**TITLE: Montana Brewing Company Fundraiser 09**

**PRESENTED BY:** David Mumford

**Department:** Public Works

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### Information

#### **PROBLEM/ISSUE STATEMENT**

The Montana Brewing Company requests a temporary street closure of N. Broadway between 1st Ave. North and 2nd Ave. North from noon (following the Farmer's Market) to 10:00 pm on Saturday, September 26, 2009, for a live band, auction, and street dance to raise money for a local family to help pay medical costs.

Recommended conditions of approval include The Montana Brewing Company to:

1. Contact all businesses and making them aware of the event two weeks in advance
2. Coordinate closure with the organizers of the Farmer's Market
3. Notify all emergency facilities, bus lines and media at least two weeks in advance
4. Provide certificate of insurance naming City of Billings as additional insured
5. Provide and install adequate traffic barricades and signs directing motorists around closure
6. Provide a minimum 10 foot wide emergency access lane the length of the closed street for emergency vehicle access
7. Obtain the proper open container permit from the Police Department if alcohol will be consumed in the public right of way

#### **ALTERNATIVES ANALYZED**

The Council may:

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

#### **FINANCIAL IMPACT**

There are no costs to the City of Billings other than administrative time to process permit. Police and traffic control are to be paid for by the event sponsors.

#### **RECOMMENDATION**

Staff recommends that Council approve the street closure named above for the Montana Brewing Company Fundraiser.

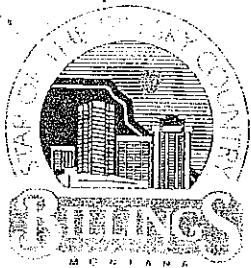
#### **APPROVED BY CITY ADMINISTRATOR**

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### Attachments

Link: [Street Closure Permit](#)

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# City of Billings RIGHT-OF-WAY ACTIVITY PERMIT

Please check the type of activity you are applying for:

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

Submit this application with attachments to either the: Public Works office, 2224 Montana Ave.,

Billings, MT 59101 or Downtown Billings office, 2815 2nd Ave North, Billings, MT 59101. Application packet should be turned in at least 60 days prior to the date of the proposed event for approval.

PERSON MAKING APPLICATION

\* Courtney Kirkwood

ORGANIZATION MAKING APPLICATION

Montana Brew Co.

PHONE

252-9200 / 697-9488

ADDRESS

113 N. Broadway B1gs MT

CITY

STATE

ZIP

EMAIL ADDRESS

KirkCour@Hotmail.com

APPROXIMATE TIME EVENT WILL:

Assemble Noon Start 4:00 pm Disband 10:00 pm

DATE OF EVENT Sept. 26, 2009

PURPOSE/DESCRIPTION OF EVENT: (Description and detail of the event.) Montana Brew Co., Hooligans, BIN 119

are having benefit to raise money for local family to  
pay for medical bills. Bim works @ the BIN 119  
and recently had heart surgery and a  
valve replacement. family doesn't have insurance.  
all donations go to family.

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

N. Broadway between 1st Ave + 2nd Ave.

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

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

MBC employees and volunteers

**Date: 09/14/2009**

**TITLE: Resolution of Intent to Sell the Park IV Parking Garage, Setting a Public Hearing and Instructing Staff to Contract with Strategy 5 for Marketing**

**PRESENTED BY:** Bruce McCandless

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

At the August 17, 2009, work session, the City Council instructed staff to proceed with selling the Park IV parking garage. City Code Section 22-902 establishes a procedure for disposing of City property and the City has an outstanding contract with a parking consultant to develop a marketing plan and assist with the marketing, if requested. The attached resolution is the starting point for complying with City Code and directs staff to proceed under the consultant contract.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the proposed resolution of intent to sell Park IV
- Disapprove the proposed resolution and provide additional guidance to staff
- Amend and approve the proposed resolution

**FINANCIAL IMPACT**

The resolution sets a minimum sale price of \$4.75 million, the amount recommended by the Parking Advisory Board. Assuming that sale proceeds are deposited in the Parking Enterprise Fund, the money would be available for parking operations or for capital projects, such as a new parking structure. Determining the location, size, design and financing for a new structure would probably push construction into FY 2010-2011.

**RECOMMENDATION**

Staff recommends that the City Council approve a Resolution of Intent to sell Park IV, set a Public Hearing, and direct staff to proceed with a contract with Strategy 5 to market the garage.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

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Link: [Resolution](#)

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RESOLUTION NO. 09-\_\_\_\_\_

A RESOLUTION OF THE BILLINGS CITY COUNCIL STATING ITS INTENTION  
TO DISPOSE OF CITY PROPERTY KNOWN AS PARK IV; SETTING A MINIMUM  
PRICE FOR THE PROPERTY; AND DIRECTING CITY STAFF TO CONTRACT  
WITH STRATEGY 5 FOR MARKETING THE PROPERTY

WHEREAS, the Billings City Council desires to market and sell the City owned property known as the Park IV parking garage, legally described as follows:

LOTS 12-14 BLOCK 7 BILLINGS ORIGINAL TOWN, LOTS 13-24  
BLOCK 47 FOSTERS ADDITION AND TRACT 1 OF C/S 1729; and

WHEREAS, the Billings Montana Municipal Code Section 22-902 requires the City Council to state its intent to sell City property and to conduct a public hearing prior to the property's sale; and

WHEREAS, the Parking Advisory Board recommends a minimum price be established for the parking structure; and

WHEREAS, the City entered a two phase contract with Strategy 5, with the first phase being to determine the structure's market value and phase two being to develop a marketing plan and to assist the City with marketing the structure.

NOW, THEREFORE, BE IT RESOLVED by the Billings City Council as follows:

1. It is the City Council's intention to sell the Park IV parking structure for the highest price that exceeds the minimum price;
2. The minimum price for the Park IV parking structure is established as \$4,750,000;
3. The City Council will conduct a Public Hearing to hear objections to or support for the proposed sale at 6:30 p.m. on Tuesday, October 13, 2009 in the City Council Chamber, 2<sup>nd</sup> floor, 220 N. 27<sup>th</sup> Street;
4. Staff is directed to execute the necessary documents to engage Strategy 5 for Phase 2 of its contract with the City and to develop the marketing plan and marketing assistance as outlined in the contract.

Approved this 14<sup>th</sup> day of September, 2009.

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Ron Tussing, Mayor

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Cari Martin, City Clerk

**Date: 09/14/2009****TITLE: Resolution designating a recovery zone and reserving bonding authority****PRESENTED BY:** Bruce McCandless**Department:** City Hall Administration

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**Information****PROBLEM/ISSUE STATEMENT**

In February 2009, Congress approved the American Recovery and Reinvestment Act (ARRA) to stimulate the US economy. One of the act's sections authorizes states and local governments to create recovery zones and to issue municipal bonds with favorable interest rate provisions. Billings is the only city in Montana to be authorized to participate directly in the project, which otherwise is being managed through counties. The City may issue up to \$17.9 million of recovery zone economic development bonds and up to \$26.8 million in recovery zone facility bonds for eligible projects that will be financed by December 2010. The Montana Dept. of Administration notified the City that it must create its recovery zone and reserve the bonding authority by resolution no later than October 1, 2009, if it wishes to participate in the program. The Council is being asked to consider adopting a resolution that designates the entire city as a recovery zone and reserves the allocated bonding authority.

**ALTERNATIVES ANALYZED**

The City Council may:

- Adopt the attached resolution that designates the entire city as a recovery zone and reserve the allocated bonding authority;
- Amend the attached resolution and designate a different recovery zone boundary and/or reserve less than the full allocation of bonding authority;
- Disapprove the attached resolution. If the Council takes no further action, the bonding authority will revert to the state for reallocation to other, eligible local governments; or
- Adopt a resolution that allocates all or a portion of the City's bonding authority to Yellowstone County.

**FINANCIAL IMPACT**

The City of Billings is authorized to issue up to \$17.9 million of recovery zone economic development bonds and up to \$26.8 million of recovery zone facility bonds. There are no costs and no benefits if the City does not use the bonding authority. The recovery zone economic development bonds may be used for almost any public capital project or infrastructure within the recovery zone or for job training and educational programs. The recovery zone facility bonds may be used to construct or improve buildings within the recovery zone for business use. Both types of bonds receive a 45% interest reimbursement from the U.S. Treasury, making the issuer's net cost much less than traditional municipal bonds.

**RECOMMENDATION**

Staff recommends that the City Council approve the resolution naming the entire city as a recovery zone and reserving recovery zone bonding authority.

**INTRODUCTION**

In February 2009, Congress approved the American Recovery and Reinvestment Act (ARRA) to stimulate the US economy. One of the act's sections authorizes states and local governments to create recovery zones and to issue municipal bonds with favorable interest rate provisions. Billings is the only city in Montana to be authorized to participate directly in the project, which otherwise is being managed through counties. The City may issue up to \$17.9 million of recovery zone economic development bonds and up to \$26.8 million in recovery zone facility bonds for eligible projects that will be financed by December 2010. The Montana Dept. of Administration notified the City that it must create its recovery zone and reserve the bonding authority by resolution no later than October 1, 2009, if it wishes to participate in the program. The Council is being asked to consider adopting a resolution that designates the entire city as a recovery zone and reserves the allocated bonding authority.

## **SUMMARY**

One of the ARRA's purposes is to relieve the fiscal distress that many states are experiencing. Section 1401 of the Act creates a new economic recovery program for states and certain localities that offers substantial savings on bond issues. The Congress allocated \$10 billion for the recovery zone economic development bonds and \$15 billion for recovery zone facility bonds. The two programs encourage cities and counties to issue bonds for use within locally designated recovery zones, increasing investment and theoretically, employment, within the distressed zones. The funding is allocated based on job losses between December 2007 and December 2008. Montana is allocated \$90 million of bonding authority. The US Treasury and IRS determined the local government allocations. Counties that recorded job losses in 2008 and the City of Billings received an allocation.

Recovery zone economic development bonds can be issued for practically any governmental capital expense. Local projects that might be financed with the bonds include a new library or library relocation and improvements to the Gainan's building, the inner belt loop and the airport parking structure. The library project would be a general obligation bond, which requires voter approval. That vote could occur as early as spring, 2010. After receiving the 45% interest rate reimbursement, a GO bond would have an effective interest rate of less than 3.5%. The inner belt loop and the airport parking structure would be revenue bonds because they would have a dedicated funding source (arterial fee and customer service fee). Those revenue bonds would probably be issued with an effective rate of 4%.

The Recovery Zone facility bonds may be used to finance the construction, reconstruction or purchase of nearly any owner occupied business property (excluding residential investment property) within the recovery zone. The staff is unaware of any potential applicants for the financing at this time, but designating the entire city as a recovery zone and reserving the bonding authority provides time to identify and develop such a project.

The Montana Dept. of Administration (DoA) is administering the federally authorized bonding authority. It requires counties and the City of Billings that intend to use the bonding authority to designate a recovery zone and retain the bonding authority by October 1, 2009. If that resolution is not delivered to the DoA by October 1 or if the county/city waives the authority, the DoA will reallocate the authority through a competitive process. Counties and the City of Billings may also transfer the authority to another eligible entity. For example, Yellowstone County's allocation is \$6.65 million for economic development and almost \$10 million for facility bonds. That allocation could be transferred to the City of Billings to increase its authority or the City's allocation could be transferred to Yellowstone County. Since the City has several high cost projects that will potentially require financing within a year, staff recommends that the Council reserve the authority for the City's use and to designate the entire city as a recovery zone in order to provide maximum flexibility for the bonding authority. The federal legislation defines a recovery zone as "any area designated by the issuer as having significant poverty, unemployment, rate of home foreclosures or general distress" and unless the Council chooses to identify an area within the city that is particularly distressed, it would be appropriate to designate the entire city as a recovery zone. The City must also provide the DoA with quarterly status reports that show progress toward a bond issue before the deadline of December 31, 2010.

## **RECOMMENDATION**

The City Council may:

- Adopt the attached resolution that designates the entire city as a recovery zone and reserve the allocated bonding authority;
- Amend the attached resolution and designate a different recovery zone boundary and/or reserve less than the full allocation of bonding authority;
- Disapprove the attached resolution. If the Council takes no further action, the bonding authority will revert to the state for reallocation to other, eligible local governments; or
- Adopt a resolution that allocates all or a portion of the City's bonding authority to Yellowstone County.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [Recovery Zone Resolution](#)

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION DESIGNATING BILLINGS, MONTANA  
AS A RECOVERY ZONE FOR PURPOSES OF THE  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

WHEREAS, the American Recovery and Reinvestment Act of 2009 (“ARRA”), signed into law on February 17, 2009, includes the following Statement of Purposes: (1) to preserve and create jobs and promote economic recovery; (2) to assist those most impacted by the recession; (3) to provide investments needed to increase economic efficiency by spurring technological advances in science and health; (4) to invest in transportation, environmental protection and other infrastructure that will provide long-term economic benefits; and (5) to stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases; and

WHEREAS, the ARRA provides that gross income does not include interest on any bond designated by the issuer thereof as a recovery zone economic development bond or a recovery zone facility bond (“Recovery Zone Bonds”); and

WHEREAS, the ARRA provides that the proceeds of recovery zone economic development bonds must be used for qualified economic development purposes, i.e., expenditures for purposes of promoting development or other economic activity in a recovery zone; and

WHEREAS, the ARRA provides that ninety-five (95%) or more of the net proceeds of a recovery zone facility bond must be used for recovery zone property which is in a recovery zone and is in the active conduct of a qualified business by the taxpayer in such zone; and

WHEREAS, the ARRA provides with respect to recovery zone economic development bonds and recovery zone facility bonds that a recovery zone is (1) any area designated by the issuer of such bonds as having significant poverty, unemployment, rate of home foreclosures, or general distress, (2) any area designated by the issuer of such bonds as distressed by reason of the closure or realignment of a military installation pursuant to the Defense Base Closure and Realignment Act of 1990, and (3) any area for which a designation as an empowerment zone or renewal community is in effect; and

WHEREAS, Recovery Zone Bonds are designed to provide tax incentives for State and local governmental borrowing at lower borrowing costs to promote job creation and economic recovery targeted to areas particularly affected by employment decline; and

WHEREAS, the ARRA provides that Recovery Zone Bonds shall be subject to volume cap allocations, any portion of which received by a county or large municipality

may be waived by such county or large municipality and re-allocated pursuant to the ARRA and Montana House Bill 645, adopted by the 2009 State Legislature, by the Montana Department of Administration (the “Department”) in any reasonable manner as the Department deems in good faith, in its discretion, to be reasonable; and

WHEREAS, Internal Revenue Service Notice 2009-50, provides, in part, that issuers designate eligible recovery zones based on certain specified criteria and that issuers that receive volume cap allocations for Recovery Zone Bonds may make designations of recovery zones in any reasonable manner as such issuer shall determine in good faith, in its discretion.

NOW, THEREFORE, at a regular meeting of the Billings, Montana City Council, duly called, noticed, and held on the 14<sup>th</sup> day of September 2009, upon motion duly made and seconded, it is resolved, as follows:

1. In order for the City of Billings (the “Issuer”) to avail itself of the economic development stimulus provisions contained in the ARRA, the Issuer, after careful consideration of all economic indicators in Billings, Montana, including but not limited to, loss of employment, rate of home foreclosures, loss of retail sales and declining tax revenues, in its discretion and in good faith, and in compliance with Section 1400U-1(b) of the Internal Revenue Code of 1986, hereby designates Billings, Montana as a recovery zone (the “Recovery Zone”).

2. The Recovery Zone has suffered significant unemployment, a large increase in home foreclosures, and general economic distress.

3. All actions of the officers, agents and employees of any issuer of Recovery Zone Bonds that are in conformity with the purposes and intent of this Resolution, whether taken before or after the adoption hereof, are hereby ratified, confirmed and adopted.

4. Issuer shall administer and serve as issuer of any Recovery Zone Bonds for which an allocation is granted to Issuer, unless otherwise allocated by Issuer or the Department in accordance with ARRA.

5. This Resolution shall be in full force and effect from and after its final passage and approval according to law.

PASSED AND ADOPTED by the Billings City Council on September 14, 2009.

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Ron Tussing, Mayor

ATTEST:

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Cari Martin, City Clerk

**Regular City Council Meeting**

**Consent : 1.N.**

**Date: 09/14/2009**

**TITLE: Resolution Establishing Compliance with Reimbursement under Internal Revenue Code**

**PRESENTED BY:** Patrick M. Weber

**Department:** City Hall Administration

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### **Information**

#### **PROBLEM/ISSUE STATEMENT**

The Inner Belt Loop is being designed with the intention of starting right-of-way acquisition next summer and construction in late 2010. Design and land acquisition costs may precede the City issuing revenue bonds to finance the project. The attached resolution allows the City to reimburse those expenses from the bond sale proceeds.

#### **ALTERNATIVES ANALYZED**

The City Council may:

- Approve the resolution and proceed with the project with the ability to reimburse expenses when the bonds are sold; or
- Not approve the resolution and delay land acquisition and design work until the bonds are sold.

#### **FINANCIAL IMPACT**

This resolution will have no financial impact on the project.

#### **RECOMMENDATION**

Staff recommends City Council approve the attached resolution.

#### **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Link: [Inner Belt Loop Reimbursement resolution](#)

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**CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE**

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the “City”), hereby certify that the attached resolution is a true copy of a resolution entitled: “**RESOLUTION RELATING TO FINANCING OF CERTAIN PROPOSED ARTERIAL ROAD IMPROVEMENTS; ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE**” (the “Resolution”), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council at a regular meeting on September 14, 2009, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand officially this \_\_\_\_\_ day of September, 2009.

\_\_\_\_\_  
City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION RELATING TO FINANCING OF CERTAIN  
PROPOSED ARTERIAL ROAD IMPROVEMENTS;  
ESTABLISHING COMPLIANCE WITH REIMBURSEMENT  
BOND REGULATIONS UNDER THE INTERNAL REVENUE  
CODE

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

Section 1. Recitals.

1.01 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.

1.02 The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

Section 2. Official Intent Declaration.

2.01 The City proposes to undertake certain projects, which projects and the estimated costs thereof are generally described on Exhibit A hereto, which is hereby incorporated herein and made a part hereof (the “Projects”).

2.02 Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds (as hereinafter defined), (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a “de minimus” amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Projects have heretofore been paid by the City and no expenditures will be paid by the City until after the date of this Resolution.

2.03 The City reasonably expects to reimburse some or all of the expenditures made for costs of the Projects out of the proceeds of debt in an estimated maximum aggregate principal amount of \$12,000,000 (the “Bonds”) after the date of payment of all or a portion of the costs of the Projects. 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.

Section 3. 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 Projects, 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.

Section 4. Reimbursement Allocations. The Financial Services Manager 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 Projects. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds or the Projects and shall specifically identify the actual original expenditure being reimbursed.

Adopted this 14th day of September, 2009.

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Mayor

Attest:

---

City Clerk

## EXHIBIT A

### INNER BELT LOOP ARTERIAL ROAD IMPROVEMENTS PROJECT

<u>Description of Project</u>	<u>Estimated Cost</u>
Acquisition of Land	1,300,000
Design and Engineering	1,200,000
Material and Construction	9,500,000
	<hr/>
	\$12,000,000

**Regular City Council Meeting**

**Consent : 1.O.**

**Date: 09/14/2009**

**TITLE: Zone Change #856, 2215 6th Avenue North, 2nd Reading of Ordinance**

**PRESENTED BY:** Candi Beaudry

Planning & Community

**Department:** Services

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### Information

#### **PROBLEM/ISSUE STATEMENT**

The applicant is requesting a zone change request from Residential 6,000 (R-60) to Community Commercial (CC) on the East ½ of Lots 22-24, Block 272, Billings Original Town located at 2215 6th Avenue North. This is the current location of a small residential home that is rented. The applicants are George & Dorothy Wetstein and Joyce Lunder is the agent. A pre-application neighborhood meeting was held at the North Park Picnic Shelter on June 29, 2009. The Zoning Commission conducted a public hearing on August 4, 2009, and is forwarding a recommendation of approval on a 3-0 vote. The City Council held a public hearing and approved the first reading of the zone change on August 24, 2009.

#### **ALTERNATIVES ANALYZED**

State law at MCA 76-2-304 requires that all zone changes be reviewed in accordance with 12 criteria.

Using the 12 criteria to determine the appropriateness of the zone change request, the City Council may:

- Approve the zone change request;
- Deny the zone change request;
- Allow withdrawal of the application; or
- Delay action for up to thirty (30) days

#### **FINANCIAL IMPACT**

The proposed zone change should have little effect on the City's tax base.

#### **RECOMMENDATION**

The Zoning Commission is forwarding a recommendation of approval to the City Council for Zone Change #856 and adoption of the 12 Zoning Commission Determinations on a 3-0 vote.

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#### **APPROVED BY CITY ADMINISTRATOR**

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**Date: 09/14/2009**

**TITLE: Danube Court Manufactured Home Park Major Preliminary Plat**

**PRESENTED BY:** Wyeth Friday

Planning & Community

**Department:** Services

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### **Information**

#### **PROBLEM/ISSUE STATEMENT**

On July 1, 2009, the subdivider, Cherry Creek Development, Inc., applied for preliminary major plat approval for Danube Court, a manufactured home park development. While this development does not create multiple lots, it is subject to review under Section 23-600 of the City Subdivision Regulations as a subdivision for rent or lease. The proposed development contains 62 spaces for manufactured homes (units) on approximately 9.7 acres of land. The subject property is located east of Bitterroot Drive off of Cherry Creek Loop and is legally described as a portion of Lot 4, Block 1, Cherry Creek Estates Subdivision. The property is zoned Residential Manufactured Home. The Planning Board conducted a public hearing at its meeting on August 25, and is forwarding a recommendation of conditional approval to the City Council.

#### **ALTERNATIVES ANALYZED**

State and City subdivision regulations require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. The City Council may approve, conditionally approve, or deny the preliminary plat application of the Danube Court Manufactured Home Park.

#### **FINANCIAL IMPACT**

Should the City Council approve this preliminary plat, the subject property may further develop, resulting in additional tax revenues for the City.

#### **RECOMMENDATION**

The Planning Board on an 8-0 vote recommends that the City Council conditionally approve the preliminary plan of the Danube Court Manufactured Home Park and adopt the Findings of Fact as presented in the staff report. The proposed conditions are as follows:

#### **PROPOSED CONDITIONS OF APPROVAL**

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

1. To minimize effects on local services, the developer shall provide centralized delivery boxes with sufficient pullouts to accommodate mail carrier vehicles. The location of the boxes shall be reviewed and approved by the post office prior to final plan approval and the Subdivision Improvement Agreement (SIA) recording. (Recommended by the United States Postal Service).
2. To minimize effects on local services and to mitigate the impacts of the development on local infrastructure, prior to final approval and before any manufactured homes are placed on the property, the required cash contribution for the intersection of Hilltop Road and Bench Boulevard and the required cash contribution for the left turn bay at the intersection of Hawthorne Lane and Yellowstone River Road must be made. The cash contribution amounts also must be stated in Section III (D) of the SIA. (Required by City Engineering Division)

3. To minimize the effects on local services and provide park land for the Danube Court development in compliance with the City Subdivision Regulations, the cash contribution in lieu of the required 1.07 acres of parkland shall be waived as per Section 23-1009 (D) of the City Subdivision Regulations. To meet the waiver requirements in Section 23-1009 (D), prior to final approval and before any manufactured homes are placed on the property, the developer will identify a 1.07 acre parcel of private property for park land for Danube Court residence on property near the Danube Court Manufactured Home Park, show the parcel location on the final Site Plan Exhibit for the Danube Court Manufactured Home Park, and include a description of the property location, purpose and compliance with Section 23-1009 (D) in the SIA.

4. To minimize the effects on local services and comply with Section 23-413 of the City Subdivision Regulations, prior to final approval and before any manufactured homes are placed on the property, all fire hydrant requirements specified by the City Fire Department will be met, including proper spacing and location of hydrants throughout the subject property. (Required by the City Fire Department as per Section 23-413 BMCC)

5. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

6. The final development plan for the Danube Court Manufactured Home Park shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of Yellowstone County, and the laws and Administrative Rules of the State of Montana.

## **INTRODUCTION**

On July 1, 2009, the subdivider, Cherry Creek Development, Inc., applied for preliminary major plat approval for Danube Court, a manufactured home park development. While this development does not create multiple lots, it is subject to review under Section 23-600 of the City Subdivision Regulations as a subdivision for rent or lease. The proposed development contains 62 spaces for manufactured homes (units) on approximately 9.7 acres of land. The subject property is located east of Bitterroot Drive off of Cherry Creek Loop and is legally described as a portion of Lot 4, Block 1, Cherry Creek Estates Subdivision. The property is zoned Residential Manufactured Home. The Planning Board conducted a public hearing at its meeting on August 25, and is forwarding a recommendation of conditional approval.

## **PROCEDURAL HISTORY**

- The subject property was annexed on April 8, 2002.
- The Cherry Creek Estates Subdivision where the subject property is located was platted in December 2002.
- On July 1, 2009, a preliminary plat application for Danube Court Manufactured Home Park was submitted for preliminary plat review.
- On July 16, 2009, a department review meeting was held to review the preliminary plat submittal.
- On August 11, 2009, the Planning Board reviewed the plat.
- On August 25, 2009, the Planning Board held a public hearing and made its recommendation to the City Council on the development proposal.
- On September 14, 2009, the City Council will review and take action on the preliminary development plan of the proposed subdivision.

## **SUMMARY**

On July 1, 2009, the subdivider, Cherry Creek Development, Inc., applied for preliminary major plat approval for Danube Court, a manufactured home park development. While this development does not create multiple lots, it is subject to review under Section 23-600 of the City Subdivision Regulations as a subdivision for rent or lease. The proposed development contains 62 spaces for manufactured homes (units) on approximately 9.7 acres of land. The subject property is located east of Bitterroot Drive off of Cherry Creek Loop and is legally described as a portion of Lot 4, Block 1, Cherry Creek Estates Subdivision. The property is zoned Residential Manufactured Home (RMH).

General location: East of Bitterroot Drive off of Cherry Creek Loop

Legal Description: A portion of Lot 4, Block 1, Cherry Creek Estates Subdivision

Subdivider/Owner: Cherry Creek Development, Inc.

Engineer and Surveyor: Sanderson Stewart

Existing Zoning: RMH

Existing land use: Developed for manufactured homes

Proposed land use: Manufactured homes

Gross area: 9.7 acres

Net area: 9.7 acres

Proposed number of lots: 62 Units

Parkland requirements: 1.07 acres of parkland required; cash in lieu of land dedication is proposed

#### **RECOMMENDATION**

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

#### **APPROVED BY CITY ADMINISTRATOR**

See Public Hearing Summary Danube Court Attachment.

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#### **Attachments**

Link: [Site Photographs](#)

Link: [Public Hearing Summary Danube Court](#)

Link: [Findings of Fact](#)

Link: [Mayor's Approval Letter Danube Court](#)

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## Attachment A: Photos of Site



**Figure 1:** Looking northeast from the intersection of Cherry Creek Loop and Danube Street. The road infrastructure for the development is already in place. Manufactured homes in the Cherry Creek Manufactured Home Park are visible in the background.



**Figure 2:** Looking west toward Bitterroot Drive from the intersection of Cherry Creek Loop and Danube Street. The area behind the fence is an undeveloped property between Danube Court and existing residential development along Bitterroot Drive.



**Figure 3:** Looking north from the intersection of Danube Street and Cherry Creek Loop at the north end of the development. Cherry Creek Loop provides access from the development to Bitterroot Drive in two locations. Existing development in the Cherry Creek Manufactured Home Park is visible across Cherry Creek Loop to the north.

## Planning Board Public Hearing Summary for Danube Court

The Planning Board conducted a public hearing for the Danube Court Manufactured Home Park preliminary major plat application at its meeting on August 25, 2009. At the conclusion of the public hearing and discussion, the Planning Board voted 8-0 to recommend conditional approval of the project to the City Council. A summary of the Planning Board public hearing and discussion is provided below.

Aside from the applicant and applicant's agent who answered questions in the application, two members of the public spoke in opposition to the project. The Planning Board's discussion focused on park land for the development, responding to the public comments regarding the legality of the Danube Court project in relation to the history of the adjacent Cherry Creek Manufactured Home Park, and some discussion on potential erosion concerns from the Yellowstone River along the south boundary of the project.

**Legal Concerns:** Two members of the public voiced concerns that the Danube Court project was not legal. Stan McIntyre and Tom Zurbuchen both stated that the previous Cherry Creek Manufactured Home Park development adjacent to the Danube Court project had been subject to a Development Agreement. They testified that since the Danube Court project was on a portion of a lot that was referenced in the Development Agreement for the Cherry Creek Manufactured Home Park, that this new project was in violation of the original Development Agreement and circumventing limitations placed by the City on the property for manufactured home park development. The main issue, according to Mr. McIntyre and Mr. Zurbuchen, was that the City has placed a 300-unit limit on the Cherry Creek Manufactured Home Park project when the developers had wanted to have 363 units. The Danube Court project now appeared to be making it possible for the developers to have 362 units and, therefore, circumvent the City's unit limitation that was in place on the Cherry Creek project, according to Mr. McIntyre and Mr. Zurbuchen.

Planning Board President Bill Iverson then asked the Planning staff to provide some clarification on the public testimony. Planning Division Manager Wyeth Friday explained that the City did limit the number of units in the Cherry Creek Manufactured Home Park development, Phases I and II, to 300 units. This limit was enforced through a Development Agreement the developers and the City entered when the Cherry Creek project was originally approved. The Agreement enabled the City to limit the total number of units based on whether the developer met certain requirements. These included maximum traffic impacts as compared to the Traffic Accessibility Study prepared for the project, landscape requirements, and fencing requirements. At time of Phase II consideration by the City, it was determined by the City that not all of the requirements were met and so the total number of units was limited to 300. This action by the City on Phase II ended the Cherry Creek Manufactured Home Park development and also ended the Development Agreement between the City and the developer for the Cherry Creek Manufactured Home Park, Phase I and Phase II. Since the developer was not able to develop the 363 units originally contemplated, the only option for development of additional property adjacent to the Cherry Creek Manufactured Home Park was to begin a new subdivision application process with the City and be subject to a full review of a new development proposal. This situation resulted in the developer submitting a new preliminary subdivision application for Danube Court.

**Parkland:** Several Planning Board members had expressed concern during the plat review for the project that no park land was being provided with the new manufactured home park. The development is expected to be a relatively dense residential area with a significant number of children expected to live there. In response to the concerns, staff and the applicant's agent at the public hearing explained that there is some small private open space in the adjacent Cherry Creek Manufactured Home Park, including a playground area, a picnic area and a community center facility. Staff also pointed out several City and County parks within less than one mile of the subject property across Bitterroot Drive. Staff has attached an image to the City Council memo showing the nearest existing public parks in relation to the development.

The City Parks Department had reviewed this proposal and was in favor of a cash contribution for this development in lieu of dedicated park land. However, the Planning Board found that under the cash in lieu scenario, it was likely that the cash would be spent on several City parks about half a mile from the development across Bitterroot Drive. The Board was concerned that small children living in Danube Court would not be able to access these City parks easily, the cash would not benefit the residence directly, and that park land needed to be provided closer to the development. There was discussion by the Board that the cash in lieu could be used to build playground facilities on existing private open space land near the Danube Court property. However, the City Parks staff did not want to take on any approval liability for playground improvements in a private park that might not meet City Park Department installation requirements.

The Board then considered Section 23-1009 (D) of the City Subdivision Regulations that addresses when the governing body may waive park land dedication requirements. The Board found that if the developer was required to meet Part D, the required 1.07 acres of the parkland could be provided privately off-site from Danube Court but be designated for the use of Danube Court residence. The Board decided to recommend that the park land dedication requirements in Section 23-1006 of the City Subdivision Regulations be waived in favor of the development meeting the park land dedication waiver requirements in Section 23-1009 (D). To meet the waiver requirements, language also will be added to Section VII of the SIA (**See Condition 3**).

**Erosion Issues along Yellowstone River:** Planning Board Members Susan Gilbertz and Clint McFarland had expressed some concerns during the Planning Board plat review of this project about erosion along the southern portion of the property due to the close proximity to the Yellowstone River. In response to these questions, staff provided an image at the public hearing from the Yellowstone River Channel Migration Zone maps prepared by the Yellowstone River Conservation District Council. The map shows that while the river comes very close to the southern boundary of the development, it flows against bedrock where it passes the development and there is not an expectation from the channel migration analysis that this area will significantly erode in the next 100 years due to the bedrock material. There was some discussion about the map information and width of the river in the area of the development, but the Board was satisfied with the information and took no further action on the project.

## **DANUBE COURT FINDINGS OF FACT**

The Findings of Fact for Danube Court Manufactured Home Park have been prepared by the Planning and Community Services Department staff for review by the Planning Board. These findings are based on the preliminary plat application, input from City Departments and outside reviewing agencies, and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the City of Billings Subdivision Regulations.

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

#### **1. Effect on agriculture and agricultural water user facilities**

The subject property is in a developed area of the City and there are no irrigated facilities located on the property. There should be no effect on agricultural activities or water user facilities from this development.

#### **2. Effect on local services**

- a. **Utilities** – Water and sewer services will be provided to the units in the manufactured home park through private lines constructed by the developer. Water will be supplied by the Heights Water District and sewer service will be provided by the City of Billings. The private lines within the development will be reviewed and approved by the Montana Department of Environmental Quality (MDEQ). The system fees for the City sewer system and Heights water system have both been paid and the connections have been made.
- b. **Stormwater** – Stormwater management for the proposed subdivision will be provided by a combination of privately owned and maintained surface drainage and storm drain lines. An existing storage pond on the Cherry Creek Estates Subdivision was constructed previously to detain stormwater runoff and was approved by the City and the MDEQ. This storage pond is designed to accommodate stormwater flows from the Danube Court Manufactured Home Park and no additional improvements are proposed. Stormwater management for the Danube Court development shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and any additional improvements that may be needed will be subject to review and approval by the City Engineering Department and City Environmental Affairs.
- c. **Solid waste** – The City of Billings can provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.
- d. **Streets** - Access to this proposed development will be via Danube Street and Jubilee Street from Cherry Creek Loop. Cherry Creek Loop accesses Bitterroot Drive at two points on the north and south of the proposed development. The internal streets have been constructed in accordance with Section 23-603(B)(4) of the City Subdivision Regulations regarding streets in manufactured home parks. Danube Street and Jubilee

Street are both constructed as 26-foot-wide, paved streets with no on-street parking permitted. Three-foot-wide sidewalks integral to the curb are also constructed on both sides of the streets as per Section 23-603(B)(3) of the City Subdivision Regulations.

A Traffic Accessibility Study was prepared for the original Cherry Creek Estates Subdivision and updated information has been submitted by the applicant for Danube Court for review by the City Traffic Engineer. Based on the traffic impacts from the Danube Court development indentified in the TAS, off-site cash contributions toward a future Hilltop Road and Bench Boulevard signal installation, and toward the existing Hawthorne Lane and Yellowstone River Road left turn bay will be provided to the City before final approval and included in the Subdivision Improvement Agreement (SIA) of the Danube Court development (**See Condition 2**).

- e. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed development. The nearest fire station is located at 1601 St. Andrews (Station #6), about 2.5 miles away. The Fire Department finds the proposed layout will provide adequate emergency access and the proper fire hydrant spacing will be provided in the development (**See Condition #4**).
- f. **Schools** – The subdivision is located within Billings School District #2. The school district did not provide comments for the review of this development. However, students from the adjacent residential development in this area have been assigned to Bench Elementary School, Castle Rock Middle School and Skyview High School.
- g. **Parks and Recreation** – In accordance with State and City laws, the subdivider is required to provide a minimum of 1.07 acres of parkland. The subdivider proposed to meet this requirement by providing cash in lieu of land dedication. The City Parks Department had reviewed this proposal and was in favor of a cash contribution for this development. However, during Planning Board discussions on the need for park land for the residence of the Danube Court development, the Board found that cash in lieu would likely be spent on several City parks about half a mile from the development across Bitterroot Drive. The Board was concerned that small children living in Danube Court would not be able to access these City parks easily and that park land needed to be provided closer to the development. There was consideration that the cash in lieu could be used to build playground facilities on existing private open space land near the Danube Court property. However, the City Parks staff did not want to take on any approval liability for playground improvements in a private park that might not meet City Park Department installation requirements. The Board then considered Section 23-1009 (D) of the City Subdivision Regulations that addresses when the governing body may waive park land dedication requirements. The Board found that if the developer was required to meet Part D, the required 1.07 acres of the parkland could be provided off-site from Danube Court but be designated for the use of Danube Court residence. The Board decided to recommend that the park land dedication requirements in Section 23-1006 of the City Subdivision Regulations be waived in favor of the development meeting the park land dedication waiver requirements in

Section 23-1009 (D). To meet the waiver requirements, language also will be added to Section VII of the SIA (**See Condition 3**).

h. **Mail Delivery** - The United States Postal Service is requesting that the applicant provide centralized delivery for the proposed subdivision. The mailboxes should have adequate room for a mail carrier to pull off for mail distribution and access. This location shall be reviewed and approved by the post office prior to final approval (**See Condition 1**).

### **3. Effect on the natural environment**

A geotechnical report was submitted with this application. As specified by the Building Official's review of the submitted geotechnical report, the report is acceptable for the proposed use of the property for manufactured homes positioned on block supports or concrete pads without foundations. A building permit is not required for this type of unit sighting. However, a final design geotechnical investigation and building permit may be required if foundations or basements for structures on the property are contemplated in the future.

### **4. Effect on wildlife and wildlife habitat**

There are no known endangered or threatened species on the property. This property is in an urban area of Billings Heights. As indicated within the Conditions the Run with the Land section of the SIA, future property owners should be aware that the proposed subdivision is located near wildlife habitat and migratory routes and conflicts with wildlife may occur. Any damage caused by wildlife is the responsibility of the owner.

### **5. Effect on the public health, safety and welfare**

There are no known dangers to public health and safety on the subject property. If the recommended conditions of approval are met, any effects on public health, safety and welfare should be mitigated.

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

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-210, MCA.

## **C. Does the subdivision conform to the Yellowstone County-City of Billings 2008 Growth Policy, the 2001 West Billings Plan, the Northwest Shiloh Area Plan, the 2005 Transportation Plan Update, and the Heritage Trail Plan? (23-301, BMCC)**

### **1. Yellowstone County-City of Billings 2008 Growth Policy**

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

- **Goal: More housing and business choices within each neighborhood. (Land Use Element, pg. 6)**
- **Goal: Adequate affordable housing and living wage options for all citizens. (Community Health Element, pg. 16)**

- **Goal: New developments that are sensitive to and compatible with the character of adjacent City Neighborhoods and County Townsites. (Land Use Element, pg. 6)**
- **Goal: Affordable housing for all income levels dispersed throughout the City and County. (Land Use Element, pg. 6)**

## **2. Heights Neighborhood Plan**

The proposed subdivision satisfies the following goal of the Heights Neighborhood Plan:

**Goal: To provide safe, good quality and affordable housing in the Heights. Develop housing patterns that are compatible with existing neighborhoods. Maintain similar housing in established neighborhoods. (Residential Development Issue, pg. 19).**

The Plan also identifies the area where this development is proposed as medium density residential development which appears to fit with the proposed development density of between 6 and 7 units per acre, similar to densities allowed in Residential-7000 zoning.

## **4. Urban Area 2005 Transportation Plan Update**

Bitterroot Drive to the west of the subject property is identified as a principal arterial street. The subdivision itself is accessed via private and public residential streets that have already been constructed. No additional right-of-way dedication is required and the subdivision will not affect the street hierarchy defined in the Transportation Plan.

## **5. Heritage Trail Plan**

The Heritage Trail Plan does not identify any trail corridors within the proposed subdivision area. Bitterroot Drive to the west of the subject property is designated as an on-street arterial bikeway but no improvements are required in relation to this subdivision.

### **D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? (76-3-608 (3)(b), MCA) (23-301, BMCC)**

With completion of the proposed conditions of approval, the subdivision should conform to state and local subdivision regulations.

### **E. Does the subdivision conform to sanitary requirements? (23-408, BMCC)**

The subdivision will utilize Billings Heights water, City sanitary sewer, and City solid waste collection and disposal services. All services are approved and regulated by state and federal authorities.

### **F. Does the proposed subdivision conform to all requirements of the zoning in effect? (23-402, BMCC)**

The subject property is zoned RMH. Development on the property shall conform to the zoning requirements for this district.

**G. Does the proposed plat provide easements for the location and installation of any utilities? (76-3-608 (3)(c), MCA) (23-410(A)(1), BMCC)**

The utilities for the proposed subdivision are already installed and connected. All easements and access for utilities are in place.

**H. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? (76-3-608 (3)(d), MCA) (23-406, BMCC)**

Legal and physical access to the proposed subdivision will be via internal subdivision streets from Cherry Creek Loop. Cherry Creek Loop, in turn, accesses Bitterroot Drive in two locations.

**CONCLUSIONS OF FINDING OF FACT**

- The preliminary plan of Danube Court Manufactured Home Park does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to some of the goals and policies of the 2008 Growth Policy and the applicable area plans, and does not conflict with the Transportation or Heritage Trail Plans.
- The proposed subdivision, with the required conditions, complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each unit.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

**ATTACHMENT D**  
Mayor's Approval Letter

September 14, 2009

Cherry Creek Development, Inc.  
1955 Cherry Creek Loop  
Billings, MT 59105

Dear Applicant:

On September 14, 2009, the Billings City Council conditionally approved the preliminary plat of Danube Court Manufactured Home Park Subdivision. The conditions of approval are as follows:

1. To minimize effects on local services, the developer shall provide centralized delivery boxes with sufficient pullouts to accommodate mail carrier vehicles. The location of the boxes shall be reviewed and approved by the post office prior to final plan approval and SIA recording. (Recommended by the United States Postal Service)
2. To minimize effects on local services and to mitigate the impacts of the development on local infrastructure, prior to final approval and before any manufactured homes are placed on the property, the required cash contribution for the intersection of Hilltop Road and Bench Boulevard and the required cash contribution for the left turn bay at the intersection of Hawthorne Lane and Yellowstone River Road must be made. The cash contribution amounts also must be stated in Section III (D) of the SIA. (Required by City Engineering Division)
3. To minimize the effects on local services and provide park land for the Danube Court development in compliance with the City Subdivision Regulations, the cash contribution in lieu of the required 1.07 acres of parkland shall be waived as per Section 23-1009 (D) of the City Subdivision Regulations. To meet the waiver requirements in Section 23-1009 (D), prior to final approval and before any manufactured homes are places on the property, the developer will identify a 1.07 acre parcel of private property for park land for Danube Court residence on property near the Danube Court Manufactured Home Park, show the parcel location on the final Site Plan Exhibit for the Danube Court Manufactured Home Park, and include a description of the property location, purpose and compliance with Section 23-1009 (D) in the SIA.
4. To minimize the effects on local services and comply with Section 23-413 of the City Subdivision Regulations, prior to final approval and before any manufactured homes are place on the property, all fire hydrant requirements specified by the City Fire Department will be met, including proper spacing and location of hydrants throughout the subject property. (Required by the City Fire Department as per Section 23-413 BMCC)

5. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
6. The final development plan for the Danube Court Manufactured Home Park shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of Yellowstone County, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact Wyeth Friday with the Planning Division at 247-8660 or by email at [fridayw@ci.billings.mt.us](mailto:fridayw@ci.billings.mt.us).

Sincerely,

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Ron Tussing, Mayor

Pc: Mac Fogelsong, PE, Associate Principal/Branch Manager, Sanderson Stewart

**Regular City Council Meeting**

**Consent : 1.Q.**

**Date: 09/14/2009**

**TITLE: Final Plat of Barrett Subdivision**

**PRESENTED BY:** Juliet Spalding

Planning & Community

**Department:** Services

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### Information

#### **PROBLEM/ISSUE STATEMENT**

The final plat for Barrett Subdivision is being presented to Council for approval. On February 23, 2009, the City Council conditionally approved 2 lots on approximately 6.4 acres of land. The subject property is zoned Residential 6000 (R-60) and is located at 314 Calhoun Lane. City purchase of a 20-foot wide permanent sewer main easement along the north property line of Lot 1 was approved by Council and signed by the Mayor on 7/23/07; it was recorded on 8/1/07 (Document No. 3432501). In accordance with the easement Right-of-Way Agreement (also approved by Council and signed by the Mayor on 7/23/07), the City is paying the fees associated with this Subdivision Plat. Also in accordance with the Agreement, the City has paid Mr. C. E. Barrett for the value of the easement. Mr. Barrett has paid the City for the construction and system development fees to obtain water and sewer service to Lot 2. The property owner is C. E. Barrett and the agent is the City Engineering Division, Randy Straus. 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 the final plat for the Barrett Subdivision; or
- Deny the final plat. Denying the plat, however, would be contrary to the sewer easement right-of-way agreement that was approved by Council on 7/23/07.

#### **FINANCIAL IMPACT**

Should the City Council approve the final plat, there should be minimal financial impact to the City.

#### **RECOMMENDATION**

Staff recommends that the City Council approve the final plat of Barrett Subdivision.

#### **APPROVED BY CITY ADMINISTRATOR**

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### Attachments

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Link: [final plat](#)

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**Regular City Council Meeting**

**Consent : 1.R.1.**

**Date: 09/14/2009**

**TITLE: Payment of Claims.**

**PRESENTED BY:** Patrick M. Weber

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$2,225,829.11 have been audited and are presented for Council approval for payment. A complete listing of the claims dated August 7, 2009, is available in the Finance Department.

**ALTERNATIVES ANALYZED**

The Council may:

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

**FINANCIAL IMPACT**

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

**RECOMMENDATION**

Staff recommends that Council approve Payment of Claims.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [List of claims greater than \\$2500.](#)

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
08/07/2009 722999	ACOM INC	20212				63,650.00	
521-1593-493.24-50	08/04/2009	PAYMENT 5 GARAGE PAINTING	253	260381	02/2010	41,016.25	
521-1594-493.24-50	08/04/2009	PAYMENT 5 GARAGE PAINTING	253	260381	02/2010	22,633.75	
08/07/2009 723004	AMERICAN TITLE & ESCROW	159				20,065.00	
294-6555-463.72-75	08/05/2009	MISC SERVICES	RUEGAMER, STEF	268031	02/2010	20,065.00	
08/07/2009 723012	AUTO TRIM DESIGN	6989				4,200.00	
150-2226-422.23-20	07/31/2009	GRAPHICS/#11 & #33	597708 FIRE	267912	01/2010	25.00	
150-2111-421.35-90	08/05/2009	MISC SERVICES	597626	266688	02/2010	417.50	
150-2111-421.35-90	08/05/2009	MISC SERVICES	597653	266688	02/2010	417.50	
150-2111-421.35-90	08/05/2009	MISC SERVICES	597751	266688	02/2010	417.50	
150-2111-421.35-90	08/05/2009	MISC SERVICES	597809	266688	02/2010	1,670.00	
150-2111-421.35-90	08/05/2009	MISC SERVICES	597846	266688	02/2010	835.00	
150-2111-421.35-90	08/05/2009	MISC SERVICES	597898	266688	02/2010	417.50	
08/07/2009 723024	BILLINGS CARPET CLEANING	15109				2,537.58	
260-5512-455.36-90	08/03/2009	CARPET CLEANING	14568	267078	02/2010	2,537.58	
08/07/2009 723036	BROWN AND CALDWELL	18626				5,905.72	
503-7491-603.93-90	06/30/2009	WO0816 SCADA REPLCMNT	3	265225	13/2009	5,905.72	
08/07/2009 723039	BUSINESS TAX SECTION	2449				4,190.02	
205-3131-433.93-10	08/05/2009	WO0804 2008 ACCESS RAMPS	8	259472	02/2010	33.67	
432-3110-431.93-10	08/05/2009	WO0722 KING AVE EAST	10	259538	02/2010	572.48	
503-7591-609.93-40	08/05/2009	WO0716 SHILOH RD CORRIDOR	CO#4	259804	02/2010	514.11-	
503-7591-609.93-40	08/05/2009	WO0716 SHILOH RD CORRIDOR	CO#4	259804	02/2010	514.11	
513-8591-625.93-40	08/05/2009	WO0716 SHILOH RD CORRIDOR	CO#4	259804	02/2010	366.04-	
513-8591-625.93-40	08/05/2009	WO0716 SHILOH RD CORRIDOR	CO#4	259804	02/2010	366.04	
205-3131-433.93-10	08/05/2009	WO0904 2009 ACCESS RAMPS	3	265228	02/2010	291.56	
513-8591-625.93-40	08/05/2009	WO0801 2008 WTR&SWR REHAB	CO#2	265601	02/2010	29.00-	
513-8591-625.93-40	08/05/2009	WO0801 2008 WTR&SWR REHAB	CO#2	265601	02/2010	29.00	
432-3110-431.93-10	06/30/2009	WO0722 KING AVE EAST	10	259538	13/2009	1,607.30	
513-8591-625.93-40	06/30/2009	WO0801 2008 WTR&SWR REHAB	CORRECTION	265603	13/2009	711.03-	
513-8591-625.93-40	06/30/2009	WO0801 2008 WTR&SWR REHAB	CORRECTION	265603	13/2009	711.03	
513-8294-623.93-40	06/30/2009	WO0801 2008 WTR&SWR REHAB	2	265603	13/2009	711.03	
513-8591-625.93-40	06/30/2009	WO0801 2008 WTR&SWR REHAB	2	265603	13/2009	973.98	
08/07/2009 723047	CHICAGO TITLE INSURANCE CO	754				15,000.00	
295-6680-463.72-75	08/05/2009	MISC SERVICES	HANSEN, CORY	268030	02/2010	15,000.00	
08/07/2009 723049	CIVICPLUS	19594				3,000.00	
620-1911-482.35-52	08/05/2009	MISC SERVICES	63223	268047	02/2010	3,000.00	
08/07/2009 723053	COUNTY WATER DISTRICT OF	881				24,537.65	
512-8500-625.34-20	07/31/2009	1840 ST ANDREWS	1603500 JUL09	268001	01/2010	123.07	
503-7591-609.93-40	08/05/2009	WO0716 SHILOH RD CORRIDOR	CO#4	259803	02/2010	50,896.77-	
503-7591-609.93-40	08/05/2009	WO0716 SHILOH RD CORRIDOR	CO#4	259803	02/2010	50,896.77	
513-8591-625.93-40	08/05/2009	WO0716 SHILOH RD CORRIDOR	CO#4	259803	02/2010	36,238.05-	

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513-8591-625.93-40	08/05/2009	WO0716 SHILOH RD CORRIDOR	CO#4	259803	02/2010	36,238.05	
513-8591-625.93-40	08/05/2009	WO0801 2008 WTR&SWR REHAB	CO#2	265600	02/2010	2,870.92-	
513-8591-625.93-40	08/05/2009	WO0801 2008 WTR&SWR REHAB	CO#2	265600	02/2010	2,870.92	
805-1570-425.53-50	08/05/2009	MISC SERVICES	1254	268082	02/2010	18,509.04	
10-5112-452.34-20	08/06/2009	WATER	01019	268019	02/2010	157.60	
10-5112-452.34-20	08/06/2009	WATER	06100	268019	02/2010	507.41	
10-5112-452.34-20	08/06/2009	WATER	08163	268019	02/2010	1,248.41	
872-5198-452.34-20	08/06/2009	WATER	09174	268019	02/2010	421.59	
872-5198-452.34-20	08/06/2009	WATER	10112	268019	02/2010	746.10	
10-5112-452.34-20	08/06/2009	WATER	13137	268019	02/2010	37.71	
10-5112-452.34-20	08/06/2009	WATER	13138	268019	02/2010	728.51	
872-5198-452.34-20	08/06/2009	WATER	16219	268019	02/2010	744.58	
872-5198-452.34-20	08/06/2009	WATER	17140	268019	02/2010	760.96	
872-5198-452.34-20	08/06/2009	WATER	30388	268019	02/2010	552.67	
08/07/2009 723067	DOWNTOWN BILLINGS ASSOCIATION	1083				4,500.00	
521-1521-493.33-70	08/03/2009	FOLD OUT MAPS ADVERTISING	208	268026	02/2010	4,500.00	
08/07/2009 723077	ENGINEERING INC	1196				23,168.44	
503-7591-609.93-40	06/30/2009	WO0716 SHILOH RD CORRIDOR	10	252363	13/2009	11,536.72	
513-8591-625.93-40	06/30/2009	WO0716 SHILOH RD CORRIDOR	10	252363	13/2009	4,621.15	
490-5161-452.93-70	06/30/2009	WO0610 BANNISTER DRAIN TR	16	254707	13/2009	3,139.67	
210-5151-452.93-90	06/30/2009	WO0815 LAMPMAN STRIP PRK	7	259807	13/2009	781.85	
490-5161-452.93-70	06/30/2009	WO0815 LAMPMAN STRIP PRK	7	259807	13/2009	121.19	
210-5151-452.93-90	06/30/2009	WO0824 BROADWTR CROSSING	8	262367	13/2009	2,569.57	
490-5161-452.93-70	06/30/2009	WO0824 BROADWTR CROSSING	8	262367	13/2009	398.29	
08/07/2009 723086	FISHER CONSTRUCTION	1313				489,597.97	
412-7155-713.92-10	07/30/2009	MISC SERVICES	73009	259627	13/2009	489,597.97	
08/07/2009 723099	GREAT WEST ENGINEERING	18016				82,666.53	
512-8211-621.35-40	06/30/2009	TMDL/MIXING ZONE STUDY	5612	255071	13/2009	82,666.53	
08/07/2009 723101	HANDWRITING DOCUMENT EXAMINER	19981				2,500.00	
150-2140-421.38-22	08/06/2009	16 HR ADV HNDWRTG/DOC EX	081109 TRG	F09560	02/2010	2,500.00	
08/07/2009 723107	HDR INC	1544				60,112.35	
502-7211-601.35-40	06/30/2009	DRINKING WTR SOURCE STUDY	121194-H	258046	13/2009	650.73	
416-0000-201.10-00	08/05/2009	WO0426 ZONE 4&5 RESVRS	RET RELEASE	247294	01/2010	49,732.81	
513-8491-623.93-90	06/30/2009	WO0808 WWTP 2008 ELECTRIC	17	255506	13/2009	1,524.61	
503-7491-603.93-90	06/30/2009	WO0907 CHEM BLDG MCC RPLC	5	264913	13/2009	1,328.33	
513-8491-623.93-90	06/30/2009	WO0908 WWTP WTR LINE	1	266958	13/2009	6,875.87	
08/07/2009 723118	INTERSTATE POWERSYSTEMS	17926				5,598.72	
150-2226-422.23-20	07/31/2009	FRNT/DIFF/AXLE/SEAL/DODGE	R077008441 FRTO	267664	01/2010	1,318.95	
150-2226-422.23-20	08/04/2009	ENG4/4060/DIFF/PS/SPRINGS	R007008475 FR4	267846	02/2010	3,929.08	
150-2226-422.23-20	08/04/2009	ENG4/4060/OVERHEATING	R007008552 FR4	267846	02/2010	350.69	
08/07/2009 723120	J & J CONCRETE	15244				110,118.87	
205-3131-433.93-10	08/05/2009	WO0804 2008 ACCESS RAMPS	8	259471	02/2010	3,333.49	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
205-3131-433.93-10	08/05/2009	WO0904 2009 ACCESS RAMPS	3	265227	02/2010	28,864.31
205-3131-433.93-10	08/05/2009	WO0802 MISC. DEVELOPER	3	265380	02/2010	44,391.92
448-3165-431.93-11	08/05/2009	WO0802 MISC. DEVELOPER	3	265380	02/2010	30,707.65
513-8591-625.93-40	08/05/2009	WO0802 MISC. DEVELOPER	3	265380	02/2010	940.50
840-3184-431.93-10	08/05/2009	WO0802 MISC. DEVELOPER	3	265380	02/2010	1,881.00
08/07/2009	723123	JOHNSON LANE MATERIALS	15449			2,860.16
541-3123-435.22-90	08/06/2009	PIT RUN FOR LANDFILL	11907	267416	02/2010	2,860.16
08/07/2009	723124	JTL GROUP INC DBA KNIFE RIVER	2417			245,861.37
513-8591-625.93-40	07/31/2009	MISC SERVICES	173532	267822	01/2010	225.75
502-7500-609.45-10	07/31/2009	MISC SERVICES	173566	267822	01/2010	63.03
211-3132-433.45-20	08/04/2009	ROAD/HIGHWAY MATERIAL	176909	268055	02/2010	36.53
211-3132-433.45-20	08/04/2009	ROAD/HIGHWAY MATERIAL	176910	268055	02/2010	244.34
211-3132-433.47-10	08/04/2009	ROAD AND HIGHWAY MATERIAL	176926	268055	02/2010	3,013.00
211-3132-433.47-10	08/04/2009	ROAD AND HIGHWAY MATERIAL	176975	268055	02/2010	3,100.00
211-3132-433.45-20	08/04/2009	ROAD/HIGHWAY MATERIAL	177116	268055	02/2010	145.96
211-3132-433.47-10	08/04/2009	ROAD AND HIGHWAY MATERIAL	177136	268055	02/2010	3,199.30
211-3132-433.45-20	08/04/2009	ROAD/HIGHWAY MATERIAL	177671	268055	02/2010	101.37
211-3132-433.47-10	08/04/2009	ROAD AND HIGHWAY MATERIAL	177689	268055	02/2010	1,384.60
211-3132-433.45-20	08/04/2009	ROAD/HIGHWAY MATERIAL	177922	268055	02/2010	95.02
211-3132-433.47-10	08/04/2009	ROAD AND HIGHWAY MATERIAL	177941	268055	02/2010	781.54
502-0000-141.00-00	08/05/2009	SYSTEMS	178113 178130		02/2010	17,672.53
432-3110-431.93-10	08/05/2009	WO0722 KING AVE EAST	10	259537	02/2010	56,675.45
432-3110-431.93-10	06/30/2009	WO0722 KING AVE EAST	10	259537	13/2009	159,122.95
08/07/2009	723130	KIRST ENGINEERING	2018			7,247.40
513-8591-625.93-40	08/03/2009	WO0806 KING AVE LIFT STN	140325	257163	02/2010	7,247.40
513-8591-625.93-40	08/03/2009	WO0806 KING AVE LIFT STN	140325	257163	13/2009	7,247.40
513-8591-625.93-40	08/03/2009	WO0806 KING AVE LIFT STN	140325	257163	02/2010	7,247.40-
08/07/2009	723147	MIDLAND ELECTRIC COMPANY	2413			4,249.73
205-3131-433.93-10	08/05/2009	WO0015 GRAND AVE	5515	268020	02/2010	4,249.73
08/07/2009	723158	MONTANA DEPT OF REVENUE	13913			4,945.43
412-7155-713.92-10	07/30/2009	MISC SERVICES	73009	259628	13/2009	4,945.43
08/07/2009	723161	MONTANA MUNICIPAL INTERLOCAL	20725			2,873.97
630-1753-485.73-11	08/06/2009	MISC SERVICES	709006	268136	02/2010	2,873.97
08/07/2009	723163	MONTANA SAPPHIRE INC	19849			179,195.00
513-8591-625.93-40	08/05/2009	P-608 KING AVE WEST		COMPENSATN AGRE	02/2010	50,153.00
840-3184-431.93-10	08/05/2009	P-608 KING AVE WEST		COMPENSATN AGRE	02/2010	129,042.00
08/07/2009	723164	MORRISON MAIERLE INC	2572			9,655.16
421-8493-623.92-20	06/30/2009	WO0436 BRIARWOOD SWR MAIN	46	228134	13/2009	9,655.16
08/07/2009	723172	NORMONT EQUIPMENT COMPANY	2738			3,979.49
211-3134-433.23-20	08/04/2009	MISC SERVICES	19070193	268054	02/2010	1,456.99
211-3136-433.24-20	08/04/2009	MISC SERVICES	19070206	268054	02/2010	1,135.38

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211-3134-433.23-20	08/04/2009	MISC SERVICES	19070251	268054	02/2010	1,387.12	
08/07/2009	723180	NORTHWESTERN ENERGY	15771				
502-7400-603.34-10	07/29/2009	3116 17 STREET WEST	01005404 JUL09	267800	01/2010	6,243.48	
502-7400-603.34-10	07/29/2009	3116 17 STREET WEST	01005404 JUL09	267800	01/2010	6,243.48	
150-2221-422.34-10	07/31/2009	FIRE6/ELEC/2900 KWH USED	0100477-9 09JUL	267864	01/2010	383.50	
521-1595-493.34-10	08/03/2009	P1 ELEC JUN-JUL 2009	07212009A	268028	02/2010	135.38	
521-1591-493.34-10	08/03/2009	P1 ELEC JUN-JULY 2009	07212009B	268028	02/2010	1,432.65	
521-1594-493.34-10	08/03/2009	P4 ELEC JUN-JULY 2009	07212009C	268028	02/2010	1,384.00	
502-7400-603.34-10	07/31/2009	SKYVIEW HIGH SCHOOL	01004787 JUL09	267989	01/2010	759.52	
561-7112-711.34-10	08/05/2009	0100482-9	080509	F09557	02/2010	24,757.31	
150-2221-422.34-10	08/07/2009	NW FIRE	07125321		02/2010	16.82	
561-7113-711.34-10	08/07/2009	NW AVIATION/TRAN	07125339		02/2010	93.31	
561-7113-711.34-10	08/07/2009	NW AVIATION/TRAN	07125347		02/2010	13.66	
561-7113-711.34-10	08/07/2009	NW AVIATION/TRAN	07125354		02/2010	199.16	
10-5141-436.34-10	08/07/2009	NW PARK/REC/PL	07125388		02/2010	691.50	
561-7113-711.34-10	08/07/2009	NW AVIATION/TRAN	07127913		02/2010	14.75	
561-7113-711.34-10	08/07/2009	NW AVIATION/TRAN	07127954		02/2010	14.39	
561-7113-711.34-10	08/07/2009	NW AVIATION/TRAN	07127970		02/2010	11.94	
561-7117-711.34-10	08/07/2009	NW AVIATION/TRAN	07128051		02/2010	9.75	
561-7113-711.34-10	08/07/2009	NW AVIATION/TRAN	07128135		02/2010	7.10	
561-7113-711.34-10	08/07/2009	NW AVIATION/TRAN	07195431		02/2010	2,018.03	
561-7113-711.34-10	08/07/2009	NW AVIATION/TRAN	07197593		02/2010	14.48	
561-7113-711.34-10	08/07/2009	NW AVIATION/TRAN	07197601		02/2010	20.35	
561-7113-711.34-10	08/07/2009	NW AVIATION/TRAN	07197619		02/2010	19.87	
561-7113-711.34-10	08/07/2009	NW AVIATION/TRAN	07197627		02/2010	12.88	
561-7113-711.34-10	08/07/2009	NW AVIATION/TRAN	07202963		02/2010	15.54	
150-2221-422.34-10	08/07/2009	NW FIRE	07208176		02/2010	299.80	
10-5126-451.34-10	08/07/2009	NW PARK/REC/PL	07208416		02/2010	1,310.29	
502-7400-603.34-10	08/07/2009	NW PUD-WATER TREAT	07222490		02/2010	2.47	
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL	07222532		02/2010	14.35	
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL	07222565		02/2010	181.31	
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL	07222581		02/2010	1.53	
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL	07222599		02/2010	14.36	
502-7400-603.34-10	08/07/2009	NW PUD-WATER TREAT	07222706		02/2010	4,519.28	
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL	50%	07222722	60%	02/2010	8.14
872-5198-452.34-10	08/07/2009	NW PARK/REC/PL	50%	07222722	40%	02/2010	5.42
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL		07222730		02/2010	30.79
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL		07222748		02/2010	10.59
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL		07222755		02/2010	89.26
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL		07222771		02/2010	32.38
10-5112-452.34-10	08/06/2009	NW PARK/REC/PL		07222789		02/2010	27.06
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL		07222797		02/2010	13.66
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL		07222805		02/2010	14.35
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL		07222813		02/2010	14.35
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL		07222839		02/2010	14.35
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL		07222847		02/2010	14.35
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL		07222803		02/2010	13.66
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL		07222851		02/2010	9.84
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL		07222860		02/2010	16.12

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10-5112-452.34-10	08/07/2009	NW PARK/REC/PL	07229016		02/2010	138.22
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL	07229768		02/2010	8.52
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL	07229958		02/2010	89.17
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL	07230055		02/2010	70.11
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL	07230253		02/2010	14.35
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL	07230394		02/2010	21.60
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL	07230469		02/2010	7.10
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL	07230493		02/2010	14.79
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL	07230535		02/2010	23.98
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL	07230642		02/2010	23.72
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL	07230659		02/2010	23.72
512-8500-625.34-10	08/07/2009	NW Parks	07233836		02/2010	61.01
872-5198-452.34-10	08/07/2009	NW PARK/REC/PL	07233844		02/2010	14.35
872-5198-452.34-10	08/07/2009	NW PARK/REC/PL	07233851		02/2010	1.29
872-5198-452.34-10	08/07/2009	NW PARK/REC/PL	07233869		02/2010	1.29
872-5198-452.34-10	08/07/2009	NW PARK/REC/PL	07233877		02/2010	1.29
872-5198-452.34-10	08/07/2009	NW PARK/REC/PL	07233885		02/2010	1.29
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL	07233919	60%	02/2010	4.26
872-5198-452.34-10	08/07/2009	NW PARK/REC/PL	07233919	40%	02/2010	2.84
872-5198-452.34-10	08/07/2009	NW PARK/REC/PL	07233927		02/2010	1.29
872-5198-452.34-10	08/07/2009	NW PARK/REC/PL	07233935		02/2010	7.67
872-5198-452.34-10	08/07/2009	NW PARK/REC/PL	07233943		02/2010	14.35
872-5198-452.34-10	08/07/2009	NW PARK/REC/PL	07233950		02/2010	14.35
872-5198-452.34-10	08/07/2009	NW PARK/REC/PL	07233968		02/2010	14.35
872-5198-452.34-10	08/07/2009	NW PARK/REC/PL	07233976		02/2010	14.35
872-5198-452.34-10	08/07/2009	NW PARK/REC/PL	07233984		02/2010	14.35
512-8500-625.34-10	08/07/2009	NW PUD-WASTE WATER	07234040		02/2010	1,081.17
872-5198-452.34-10	08/07/2009	NW PARK/REC/PL	07238355		02/2010	14.35
872-5198-452.34-10	08/07/2009	NW PARK/REC/PL	07238363		02/2010	16.12
872-5198-452.34-10	08/07/2009	NW PARK/REC/PL	07238405		02/2010	7.10
512-8500-625.34-10	08/07/2009	NW PUD-WASTE WATER	07238785		02/2010	213.76
872-5198-452.34-10	08/07/2009	NW PARK/REC/PL	07238793		02/2010	231.31
872-5198-452.34-10	08/07/2009	NW PARK/REC/PL	07238835		02/2010	7.76
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL	07238843		02/2010	80.81
872-5198-452.34-10	08/07/2009	NW PARK/REC/PL	07238850		02/2010	7.84
10-5112-452.34-10	08/07/2009	NW PARK/REC/PL	07238876		02/2010	23.66
872-5198-452.34-10	08/07/2009	NW PARK/REC/PL	08814550		02/2010	7.96
872-5198-452.34-10	08/07/2009	NW PARK/REC/PL	09718248		02/2010	.84
10-5112-452.34-10	08/07/2009	PARKS	09789173		02/2010	8.14
10-5129-451.34-10	08/07/2009	NW FIRE	09998071		02/2010	91.36
872-5198-452.34-10	08/07/2009	NW PARKS	10291920		02/2010	.24
872-5198-452.34-10	08/07/2009	NW PARK/REC/PL	10458206		02/2010	5.67
10-5112-452.34-10	08/07/2009	NW Parks	11565272		02/2010	7.10
10-5112-452.34-10	08/07/2009	NW Parks	11607801		02/2010	845.09
502-7400-603.34-10	08/07/2009	NW Pud	11608072		02/2010	39.64
150-2171-441.34-10	08/07/2009	NW	11834835		02/2010	1,179.87
10-5112-452.34-10	08/07/2009	NW	12422226		02/2010	7.46
10-5112-452.34-10	08/07/2009	NW	12488631		02/2010	69.86
872-5198-452.34-10	08/07/2009	NW	13127071		02/2010	.56
502-7400-603.34-10	08/07/2009	NW	13466735		02/2010	39.83

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #			CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
872-5198-452.34-10	08/07/2009	NW	15137961		02/2010	86.84
872-5198-452.34-10	08/07/2009	NW	15138001		02/2010	53.03
872-5198-452.34-10	08/07/2009	NW	15138027		02/2010	27.17
872-5198-452.34-10	08/07/2009	NW	15138043		02/2010	8.72
872-5198-452.34-10	08/07/2009	NW	15143886		02/2010	8.04
872-5198-452.34-10	08/07/2009	PARKS	15642093		02/2010	7.84
521-1524-493.34-10	08/07/2009	PARKING-LINC CEN LOT POLE	15696313		02/2010	32.44
10-5112-452.34-10	08/07/2009	SOUTH PARK CONCESSION	15882624		02/2010	7.29
10-5112-452.34-10	08/07/2009	PARKS 1	16926669		02/2010	34.22
512-8500-625.34-10	08/07/2009	SEWER LIFTSTATION C	17040254		02/2010	11.26
512-8500-625.34-10	08/07/2009	WWTP	17040304		02/2010	24.61
211-3136-433.34-10	08/07/2009	STREET/TRAFFIC	17389891		02/2010	11.35
211-3133-433.34-10	08/07/2009	STREET/TRAFFIC	17488966		02/2010	.41
08/07/2009	723181	NORTHWESTERN UNIVERSITY	2766			3,590.00
150-2140-421.38-22	08/05/2009	REGISTRATION - BECHTOLD	25651	F09539	02/2010	1,795.00
150-2140-421.38-22	08/05/2009	REGISTRATION - SIMPSON	25651	F09539	02/2010	1,795.00
08/07/2009	723191	POLYDYNE INC	13215			18,900.00
502-0000-141.00-00	07/31/2009	WATER PARTS AND SUPPLIES	481152		01/2010	18,900.00
08/07/2009	723196	PUBLIC UTILITIES	5022			140,513.09
512-8400-623.34-20	07/31/2009	PUD - WATER BILLS	187212152		01/2010	7,141.77
872-5198-452.34-20	07/31/2009	PUD - WATER BILLS	11498915890		01/2010	1,598.97
872-5198-452.34-20	07/31/2009	PUD - WATER BILLS	11498915891		01/2010	3,783.80
872-5198-452.34-20	07/31/2009	PUD - WATER BILLS	676333936 40%		01/2010	377.63
10-5112-452.34-20	07/31/2009	PUD - WATER BILLS	676333936 60%		01/2010	566.44
872-5198-452.34-20	07/31/2009	PUD - WATER BILLS	11828118660		01/2010	1,525.89
805-1570-425.53-50	07/31/2009	4430 HI-LINE DR	6712510003200		01/2010	122,261.29
512-8500-625.34-20	07/31/2009	4430 HI-LINE DR	671274846		01/2010	423.04
211-3134-433.34-20	07/31/2009	4430 HI-LINE DR	671294847		01/2010	157.35
872-5198-452.34-20	08/07/2009	PARKS	13592722571		08/2010	1,508.28
512-8500-625.34-20	08/07/2009	4 25 WEST	460877099		02/2010	49.58
872-5198-452.34-20	08/07/2009	2100 CANYON DR SP/IR	490833852		02/2010	11.96
872-5198-452.34-20	08/07/2009	ASPEN GROV PK-393 32 WEST	8934540476600		02/2010	869.09
541-0000-115.01-00	08/07/2009	DAVID GODWIN-acct #107429	APPLY TO 107429		01/2010	238.00
08/07/2009	723205	RIVERSTONE HEALTH	20210			11,250.00
10-1411-414.39-31	08/04/2009	MISC SERVICES	07312009	268035	02/2010	11,250.00
08/07/2009	723206	RJS SOFTWARE SYSTEMS INC	20036			17,160.00
620-1911-482.22-90	08/04/2009	MISC SERVICES	53754	266658	02/2010	700.00
620-1911-482.53-70	08/04/2009	MISC SERVICES	53754	266658	02/2010	4,400.00
620-1911-482.94-80	08/04/2009	MISC SERVICES	53754	266658	02/2010	12,060.00
08/07/2009	723207	ROSEMOUNT INC	3265			3,563.75
502-7400-603.23-60	07/31/2009	MISC SERVICES	3095481	267996	01/2010	3,563.75
08/07/2009	723208	ROTONICS MANUFACTURING INC	11987			42,480.00
541-3122-435.42-70	08/03/2009	180-300 GALLON BARREL	COINV0005360	267360	13/2009	42,480.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #			CHECK AMOUNT
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08/07/2009 723227	ST VINCENT OCCUPATIONAL HEALTH 10-1750-417.35-72	3535 MISC SERVICES	16266	268138	02/2010	4,416.50 1,509.00
150-2112-421.35-10	08/06/2009	MISC SERVICES	16266	268138	02/2010	897.50
150-2171-441.35-10	08/06/2009	MISC SERVICES	16266	268138	02/2010	240.00
211-3131-433.22-60	08/06/2009	MISC SERVICES	16266	268138	02/2010	140.00
541-3121-435.35-10	08/06/2009	MISC SERVICES	16266	268138	02/2010	260.00
561-7113-711.35-10	08/06/2009	MISC SERVICES	16266	268138	02/2010	70.00
571-7142-713.35-10	08/06/2009	MISC SERVICES	16266	268138	02/2010	350.00
601-1553-481.35-10	08/06/2009	MISC SERVICES	16266	268138	02/2010	70.00
627-1752-417.51-60	08/06/2009	MISC SERVICES	16266	268138	02/2010	880.00
08/07/2009 723228	ST. VINCENT HEALTHCARE 513-8591-625.93-40	18060 P-608 KING AVE WEST		COMPENSATN AGRE	268043 02/2010	179,195.00 50,153.00
840-3184-431.93-10	08/05/2009	P-608 KING AVE WEST		COMPENSATN AGRE	268043 02/2010	129,042.00
08/07/2009 723232	STEWART TITLE OF BILLINGS 295-6680-463.72-75	17985 MISC SERVICES		BURGER, DONALD	268029 02/2010	10,000.00 10,000.00
08/07/2009 723247	TOWN & COUNTRY SUPPLY ASSOCIAT 502-0000-141.00-00	18295 WATER PARTS AND SUPPLIES	67897		01/2010	55,207.52 838.11
601-0000-141.00-00	07/30/2009	MP	74355		01/2010	6,779.29
601-0000-141.00-00	07/30/2009	MP	65927		01/2010	10,364.40
601-0000-141.00-00	07/30/2009	MP	65928		01/2010	11,033.00
601-0000-141.71-41	07/30/2009	MP	74281		01/2010	12,146.40
512-8400-623.24-50	07/30/2009	NONSTOCKING ITEMS-P.U.D.	67897	267738	01/2010	537.73
150-2226-422.23-10	08/04/2009	FIRE5/UNLEADED/80 GALLONS	67912 FIRE5	267496	02/2010	182.79
150-2226-422.23-10	08/04/2009	FIRE5/DIESEL/490 GALLONS	67913 FIRE5	267496	02/2010	846.43
150-2226-422.23-10	08/04/2009	FIRE1/UNLEAD/DIESEL/700	74050 FIRE1	267496	02/2010	1,393.90
150-2226-422.23-10	08/04/2009	FIRE3/DIESEL/153 GALLONS	74051 FIRE3	267496	02/2010	263.35
150-2226-422.23-10	08/04/2009	FIRE6/DIESEL/110 GALLONS	74052 FIRE6	267496	02/2010	189.34
10-5142-436.23-10	08/04/2009	GALLONS OF GAS	72043	267794	02/2010	742.37
561-7118-711.23-13	08/05/2009	INVOICE #65926	65926	F09523	02/2010	9,890.41
08/07/2009 723257	UNRUH FIRE INC 640-2240-422.94-60	20509 INV #596/GMC5500/12' BOX		RESCUE2/FINAL	264432 01/2010	63,843.00 63,843.00
08/07/2009 723259	USDA APHIS 561-7110-711.35-90	17533 INVOICE #7330-09004		7330-09004	F09527 02/2010	3,266.66 3,266.66
08/07/2009 723266	WESTERN MUNICIPAL CONSTRUCTION 513-8591-625.93-40	11742 WO0801 2008 WTR&SWR REHAB		CORRECTION	265602 13/2009	166,815.87 70,391.81-
513-8591-625.93-40	06/30/2009	WO0801 2008 WTR&SWR REHAB		CORRECTION	265602 13/2009	70,391.81
513-8294-623.93-40	06/30/2009	WO0801 2008 WTR&SWR REHAB	2	265602	13/2009	70,391.81
513-8591-625.93-40	06/30/2009	WO0801 2008 WTR&SWR REHAB	2	265602	13/2009	96,424.06
08/07/2009 723270	YELLOWSTONE COUNTY GIS 620-1913-482.35-90	10369 MISC SERVICES	09-43	268126	02/2010	7,000.00 7,000.00

DATE RANGE TOTAL \* 2,165,492.84 \*

**Date: 09/14/2009**

**TITLE: Payment of Claims.**

Pat M. Weber, Financial

**PRESENTED BY:** Services Manager

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$2,695,998.20 have been audited and are presented for your approval for payment. A complete listing of the claims dated August 14, 2009, are available in the Finance Department.

**ALTERNATIVES ANALYZED**

The Council may:

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

**FINANCIAL IMPACT**

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

**RECOMMENDATION**

Staff recommends that Council approve Payment of Claims.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [List of claims greater than \\$2500.](#)

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #					CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT		
08/14/2009 294-6554-463.72-75	723281 08/11/2009	ACORN PLUMBING & HEATING MISC SERVICES	13231 20644	28048 - HUDSON ALT MODES 07/09 CONTRACT	268034 02/2010 ALT MODES 07/09	2,785.00 5,667.00	2,785.00 5,667.00	
08/14/2009 240-4301-419.72-14	723284 08/13/2009	ACTIVE TRANSPORTATION ALTERNAT	20644 ALT MODES 07/09	268283 CONTRACT	02/2010	7,201.00	7,201.00	
08/14/2009 211-3132-433.45-30	723297 08/12/2009	ARROW CONSTRUCTION SUPPLY	15662 ROAD AND HIGHWAY MATERIAL	61169	268177 02/2010	4,990.00	4,990.00	
08/14/2009 521-1592-493.24-50	723300 08/13/2009	AUTOMATIC DOORS OF MONTANA INC	11827 P2 STAIR WINDOW RECAULK	746	268280 02/2010	4,169.55	4,169.55	
08/14/2009 512-8400-623.23-60	723301 08/11/2009	BAINBRIDGE ASSOCIATES, INC.	18095 MISC SERVICES	BAI 09-0728-005	268228 02/2010	3,600.57	3,600.57	
08/14/2009 502-7400-603.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	S09356	268237 02/2010	7.50	7.50	
08/14/2009 502-7400-603.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	S09405	268237 02/2010	11.25	11.25	
08/14/2009 502-7400-603.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	S10404	268237 02/2010	7.50	7.50	
08/14/2009 502-7500-609.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	S10425	268237 02/2010	6.57	6.57	
08/14/2009 512-8500-625.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	S10425	268237 02/2010	6.58	6.58	
08/14/2009 502-7400-603.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	S10443	268237 02/2010	11.25	11.25	
08/14/2009 502-7400-603.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	S10471	268237 02/2010	11.25	11.25	
08/14/2009 512-8400-623.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	S21511	268237 02/2010	28.00	28.00	
08/14/2009 502-7400-603.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	S21698	268237 02/2010	28.00	28.00	
08/14/2009 502-7400-603.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	S21869	268237 02/2010	28.00	28.00	
08/14/2009 512-8400-623.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	13235	268237 02/2010	122.15	122.15	
08/14/2009 502-7312-602.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	13368	268237 02/2010	73.50	73.50	
08/14/2009 502-7314-602.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	13368	268237 02/2010	7.38	7.38	
08/14/2009 512-8314-622.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	13368	268237 02/2010	7.37	7.37	
08/14/2009 502-7500-609.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	13369	268237 02/2010	83.62	83.62	
08/14/2009 512-8500-625.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	13369	268237 02/2010	83.63	83.63	
08/14/2009 502-7400-603.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	13370	268237 02/2010	120.90	120.90	
08/14/2009 512-8400-623.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	14059	268237 02/2010	128.15	128.15	
08/14/2009 502-7312-602.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	14193	268237 02/2010	73.50	73.50	
08/14/2009 502-7314-602.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	14193	268237 02/2010	7.38	7.38	
08/14/2009 512-8314-622.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	14193	268237 02/2010	7.37	7.37	
08/14/2009 502-7500-609.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	14194	268237 02/2010	83.62	83.62	
08/14/2009 512-8500-625.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	14194	268237 02/2010	83.63	83.63	
08/14/2009 502-7400-603.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	14195	268237 02/2010	120.90	120.90	
08/14/2009 512-8400-623.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	14880	268237 02/2010	128.15	128.15	
08/14/2009 502-7312-602.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	15012	268237 02/2010	73.50	73.50	
08/14/2009 502-7314-602.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	15012	268237 02/2010	7.38	7.38	
08/14/2009 512-8314-622.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	15012	268237 02/2010	7.37	7.37	
08/14/2009 502-7500-609.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	15013	268237 02/2010	83.62	83.62	
08/14/2009 512-8500-625.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	15013	268237 02/2010	83.63	83.63	
08/14/2009 502-7400-603.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	15014	268237 02/2010	126.90	126.90	
08/14/2009 512-8400-623.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	15712	268237 02/2010	128.15	128.15	
08/14/2009 502-7312-602.22-60	723308 08/11/2009	BIG SKY LINEN SUPPLY	387 MISC SERVICES	15851	268237 02/2010	73.50	73.50	

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502-7314-602.22-60	08/11/2009	MISC SERVICES	15851	268237	02/2010	7.38	
512-8314-622.22-60	08/11/2009	MISC SERVICES	15851	268237	02/2010	7.37	
502-7500-609.22-60	08/11/2009	MISC SERVICES	15852	268237	02/2010	83.62	
512-8500-625.22-60	08/11/2009	MISC SERVICES	15852	268237	02/2010	83.63	
502-7400-603.22-60	08/11/2009	MISC SERVICES	15853	268237	02/2010	126.90	
512-8400-623.22-60	08/11/2009	MISC SERVICES	16532	268237	02/2010	128.15	
502-7312-602.22-60	08/11/2009	MISC SERVICES	16664	268237	02/2010	73.50	
502-7314-602.22-60	08/11/2009	MISC SERVICES	16664	268237	02/2010	7.38	
512-8314-622.22-60	08/11/2009	MISC SERVICES	16664	268237	02/2010	7.37	
502-7500-609.22-60	08/11/2009	MISC SERVICES	16665	268237	02/2010	83.62	
512-8500-625.22-60	08/11/2009	MISC SERVICES	16665	268237	02/2010	83.63	
502-7400-603.22-60	08/11/2009	MISC SERVICES	16666	268237	02/2010	132.90	
502-7314-602.22-60	08/11/2009	MISC SERVICES	8651	268237	02/2010	20.00	
512-8314-622.22-60	08/11/2009	MISC SERVICES	8651	268237	02/2010	20.00	
561-7112-711.22-60	08/10/2009	INVOICE #13096	081009	F09567	02/2010	99.00	
561-7112-711.22-60	08/10/2009	INVOICE #13924	081009	F09567	02/2010	99.00	
561-7112-711.22-60	08/10/2009	INVOICE #14751	081009	F09567	02/2010	99.00	
561-7112-711.22-60	08/10/2009	INVOICE #15572	081009	F09567	02/2010	99.00	
561-7112-711.22-60	08/10/2009	INVOICE #16398	081009	F09567	02/2010	139.00	
561-7113-711.22-60	08/10/2009	INVOICE #13094	081009	F09567	02/2010	35.39	
561-7113-711.22-60	08/10/2009	INVOICE #13923	081009	F09567	02/2010	35.39	
561-7113-711.22-60	08/10/2009	INVOICE #14749	081009	F09567	02/2010	35.39	
561-7113-711.22-60	08/10/2009	INVOICE #15571	081009	F09567	02/2010	79.39	
561-7113-711.22-60	08/10/2009	INVOICE #16396	081009	F09567	02/2010	35.39	
561-7112-711.22-40	08/10/2009	INVOICE #13097	081009	F09567	02/2010	12.50	
561-7112-711.22-40	08/10/2009	INVOICE #13925	081009	F09567	02/2010	22.15	
561-7112-711.22-40	08/10/2009	INVOICE #14752	081009	F09567	02/2010	26.82	
561-7112-711.22-40	08/10/2009	INVOICE #15573	081009	F09567	02/2010	16.75	
561-7112-711.22-40	08/10/2009	INVOICE #16399	081009	F09567	02/2010	18.25	
150-2112-421.24-50	08/11/2009	RUGS FOR PD3	15994	F09577	02/2010	21.50	
08/14/2009 723314	BUSINESS TAX SECTION	2449				4,118.31	
503-0000-201.10-00	08/03/2009		PAY REQUEST #11	262577	02/2010	47.98	
503-7591-609.93-40	08/11/2009	WO0823 WICKS LN	1	266309	02/2010	1,367.92	
513-8591-625.93-40	08/11/2009	WO0823 WICKS LN	1	266309	02/2010	159.06	
840-3184-431.93-10	08/11/2009	WO0823 WICKS LN	1	266309	02/2010	277.46	
503-7591-609.93-40	06/30/2009	WO0823 WICKS LANE	1	266309	13/2009	308.89	
513-8591-625.93-40	06/30/2009	WO0823 WICKS LANE	1	266309	13/2009	35.92	
840-3184-431.93-10	06/30/2009	WO0823 WICKS LANE	1	266309	13/2009	62.64	
205-3131-433.93-10	08/13/2009	WO0802 MISC DEVELOPER	3	265381	02/2010	448.40	
448-3165-431.93-11	08/13/2009	WO0802 MISC DEVELOPER	3	265381	02/2010	310.18	
513-8591-625.93-40	08/13/2009	WO0802 MISC DEVELOPER	3	265381	02/2010	9.50	
840-3184-431.93-10	08/13/2009	WO0802 MISC DEVELOPER	3	265381	02/2010	19.00	
494-5163-452.93-70	06/30/2009	BUSINESS TAX	PAY REQUEST 15	250258	13/2009	1,071.36	
08/14/2009 723319	CCSIU	18082				2,633.88	
718-2160-421.79-10	08/12/2009	MISC SERVICES	BUY \$ REIMB	268247	02/2010	2,633.88	
08/14/2009 723320	CHICAGO TITLE INSURANCE CO	754				10,000.00	
295-6680-463.72-75	08/12/2009	MISC SERVICES	CHRISTIANSON, A	268206	02/2010	10,000.00	

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08/14/2009 295-6680-463.72-75	723321 08/12/2009	CHICAGO TITLE INSURANCE CO	754				15,000.00
		MISC SERVICES		GALO, JENNIFER	268207	02/2010	15,000.00
08/14/2009 502-7400-603.23-60	723326 08/11/2009	COMFORT HEATING & A/C INC	10711				2,654.34
294-6554-463.72-75	08/12/2009	MISC SERVICES		54168	268231	02/2010	898.48
		MISC SERVICES		22067	268168	02/2010	1,755.86
08/14/2009 150-2150-421.29-25	723330 08/13/2009	DELL COMPUTER L P	13426				4,369.96
150-2150-421.29-25	08/13/2009	MISC SERVICES		XD9RPM269	267848	02/2010	1,379.99
150-2150-421.29-25	08/13/2009	MISC SERVICES		XD9RPK4X7	267849	02/2010	1,374.99
284-6581-464.72-70	08/13/2009	MISC SERVICES		XD9TTMD54	267927	02/2010	1,424.99
10-1314-413.21-20	08/13/2009	MISC SERVICES		XD9RR5FD5	267928	02/2010	189.99
08/14/2009 288-6581-464.72-77	723344 08/12/2009	FIRST MONTANA TITLE CO	1304				15,000.00
		MISC SERVICES		STEFFANS, D	268146	02/2010	15,000.00
08/14/2009 295-6680-463.72-75	723345 08/12/2009	FIRST MONTANA TITLE CO	1304				10,000.00
		MISC SERVICES		BALLOU, CAROLYN	268205	02/2010	10,000.00
08/14/2009 295-6680-463.72-75	723346 08/12/2009	FIRST MONTANA TITLE CO	1304				15,000.00
		MISC SERVICES		PETERSEN, DONNA	268208	02/2010	15,000.00
08/14/2009 295-6680-463.72-75	723347 08/12/2009	FIRST MONTANA TITLE CO	1304				15,000.00
		MISC SERVICES		GARCIA LAWRENCE	268211	02/2010	15,000.00
08/14/2009 412-0000-201.10-00	723348 08/03/2009	FISHER CONSTRUCTION	1313				287,048.52
503-0000-201.10-00	08/03/2009			PAY REQUEST #11	259627	02/2010	146,208.74
412-7155-713.92-10	08/04/2009	MISC SERVICES		PAY REQUEST #11	262576	02/2010	4,750.37
				259627 11	259627	02/2010	136,089.41
08/14/2009 150-2150-421.29-25	723355 08/13/2009	GIESERLAB INC	20623				4,999.99
		MISC SERVICES		3820	266826	02/2010	4,999.99
08/14/2009 260-5512-455.35-74	723359 08/12/2009	GUARDIAN SECURITY INC	12486				5,695.00
		JULY SECURITY SERVICE		994970	F09592	02/2010	5,695.00
08/14/2009 260-5519-455.33-80	723364 08/12/2009	HERITAGE MICROFILM	17311				4,978.32
		BILLINGS GAZETTE		081209	F09591	02/2010	4,978.32
08/14/2009 900-0000-209.99-20	723366 08/14/2009	IAFF	20196				4,306.50
		PAYROLL SUMMARY		20090814		02/2010	4,306.50
08/14/2009 10-1414-414.94-80	723367 08/13/2009	IBM CORPORATION	17251				48,887.92
		MISC SERVICES		6458124	267536	02/2010	48,887.92
08/14/2009 260-5519-455.32-26	723373 08/12/2009	INGRAM BOOK COMPANY	1820				6,174.81
		MISC SERVICES		44633919	267083	02/2010	30.68
260-5519-455.32-26	08/12/2009	MISC SERVICES		44633920	267083	02/2010	21.97
260-5519-455.32-26	08/12/2009	MISC SERVICES		44633921	267083	02/2010	14.75

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260-5519-455.32-26	08/12/2009	MISC SERVICES	44633924	267083	02/2010	18.58	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44633925	267083	02/2010	32.12	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44633926	267083	02/2010	585.20	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44633927	267083	02/2010	12.98	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44684955	267083	02/2010	75.00	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44744214	267083	02/2010	9.58	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44744215	267083	02/2010	33.30	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44744216	267083	02/2010	28.30	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44744217	267083	02/2010	122.62	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44744218	267083	02/2010	56.74	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44744219	267083	02/2010	14.74	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44744220	267083	02/2010	212.79	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44744221	267083	02/2010	108.22	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44744222	267083	02/2010	48.91	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44744223	267083	02/2010	26.38	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44744224	267083	02/2010	8.40	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44744225	267083	02/2010	5.39	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44744226	267083	02/2010	15.31	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44744227	267083	02/2010	45.34	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44744228	267083	02/2010	14.75	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44801646	267083	02/2010	9.58	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44801647	267083	02/2010	8.38	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44801648	267083	02/2010	12.97	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44801649	267083	02/2010	84.91	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44801650	267083	02/2010	14.74	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44801651	267083	02/2010	44.80	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44801652	267083	02/2010	23.14	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44801653	267083	02/2010	53.82	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44801654	267083	02/2010	34.43	
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260-5519-455.32-26	08/12/2009	MISC SERVICES	44801657	267083	02/2010	14.75	
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260-5519-455.32-26	08/12/2009	MISC SERVICES	44801659	267083	02/2010	29.44	
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260-5519-455.32-26	08/12/2009	MISC SERVICES	44844483	267083	02/2010	270.85	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44868154	267083	02/2010	22.00	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44868155	267083	02/2010	51.98	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44942791	267083	02/2010	14.15	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44942792	267083	02/2010	60.08	
260-5519-455.32-26	08/12/2009	MISC SERVICES	44942793	267083	02/2010	59.58	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44881816	267083	02/2010	9.00	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44881817	267083	02/2010	35.34	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44881818	267083	02/2010	135.60	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44881819	267083	02/2010	30.62	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44881820	267083	02/2010	166.18	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44881821	267083	02/2010	43.03	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44881822	267083	02/2010	157.71	

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260-5519-455.32-26	08/13/2009	MISC SERVICES	44881824	267083	02/2010	15.90	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44881825	267083	02/2010	14.16	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44881826	267083	02/2010	100.07	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44881827	267083	02/2010	14.74	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44881828	267083	02/2010	40.91	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44942794	267083	02/2010	44.21	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44942795	267083	02/2010	49.09	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44942796	267083	02/2010	15.90	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44942797	267083	02/2010	15.33	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44942798	267083	02/2010	14.74	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44942799	267083	02/2010	838.23	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44942800	267083	02/2010	51.00	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44958295	267083	02/2010	20.65	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44958296	267083	02/2010	47.61	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44958297	267083	02/2010	289.84	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44972847	267083	02/2010	30.66	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44972848	267083	02/2010	10.77	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44972849	267083	02/2010	16.51	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44972850	267083	02/2010	30.05	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44972851	267083	02/2010	14.74	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44972852	267083	02/2010	9.59	
260-5519-455.32-26	08/13/2009	MISC SERVICES	44972853	267083	02/2010	2.99	
08/14/2009 723379	JTL GROUP INC DBA KNIFE RIVER	2417					223,428.75
503-7591-609.93-40	08/11/2009	WO0823 WICKS LANE	1	266308	02/2010	135,424.68	
513-8591-625.93-40	08/11/2009	WO0823 WICKS LANE	1	266308	02/2010	15,746.91	
840-3184-431.93-10	08/11/2009	WO0823 WICKS LANE	1	266308	02/2010	27,467.93	
503-7591-609.93-40	06/30/2009	WO0823 WICKS LANE	1	266308	13/2009	30,579.41	
513-8591-625.93-40	06/30/2009	WO0823 WICKS LANE	1	266308	13/2009	3,556.03	
840-3184-431.93-10	06/30/2009	WO0823 WICKS LANE	1	266308	13/2009	6,201.66	
211-3132-433.45-20	08/12/2009	ROAD/HIGHWAY MATERIAL	177032	268175	02/2010	50.10	
211-3132-433.45-20	08/12/2009	ROAD/HIGHWAY MATERIAL	177670	268175	02/2010	33.77	
211-3132-433.47-10	08/12/2009	ROAD AND HIGHWAY MATERIAL	178135	268175	02/2010	185.84	
211-3132-433.47-10	08/12/2009	ROAD AND HIGHWAY MATERIAL	178138	268175	02/2010	58.00	
211-3132-433.45-20	08/12/2009	ROAD/HIGHWAY MATERIAL	178369	268175	02/2010	49.56	
211-3132-433.47-10	08/12/2009	ROAD AND HIGHWAY MATERIAL	178386	268175	02/2010	2,111.50	
211-3132-433.45-20	08/12/2009	ROAD/HIGHWAY MATERIAL	178467	268175	02/2010	96.22	
211-3132-433.47-10	08/12/2009	ROAD AND HIGHWAY MATERIAL	178478	268175	02/2010	1,867.14	
08/14/2009 723384	LANGLAS & ASSOCIATES INC	7004					106,064.64
494-5163-452.93-70	06/30/2009	LANGLAS PAYMENT	PAY REQUEST 15	250202	13/2009		106,064.64
08/14/2009 723386	MAILING TECHNICAL SERVICES	12577					3,189.98
502-7311-602.31-10	08/11/2009	MISC SERVICES	IVC09498	268217	02/2010	70.09	
502-7311-602.31-11	08/11/2009	MISC SERVICES	IVC09498	268217	02/2010	11.41	
512-8311-622.31-10	08/11/2009	MISC SERVICES	IVC09498	268217	02/2010	70.09	
512-8311-622.31-11	08/11/2009	MISC SERVICES	IVC09498	268217	02/2010	11.41	
502-7311-602.31-10	08/11/2009	MISC SERVICES	IVC09507	268217	02/2010	1,216.93	
502-7311-602.31-11	08/11/2009	MISC SERVICES	IVC09507	268217	02/2010	250.31	

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512-8311-622.31-10	08/11/2009	MISC SERVICES	IVC09507	268217	02/2010	1,216.93	
512-8311-622.31-11	08/11/2009	MISC SERVICES	IVC09507	268217	02/2010	250.31	
502-7311-602.31-10	08/11/2009	MISC SERVICES	IVC09509	268217	02/2010	39.78	
502-7311-602.31-11	08/11/2009	MISC SERVICES	IVC09509	268217	02/2010	6.48	
512-8311-622.31-10	08/11/2009	MISC SERVICES	IVC09509	268217	02/2010	39.77	
512-8311-622.31-11	08/11/2009	MISC SERVICES	IVC09509	268217	02/2010	6.47	
08/14/2009 723393	MONTANA DEPT OF REVENUE	13913				2,851.50	
412-0000-201.10-00	08/03/2009		PAY REQUEST #11	259628	02/2010	1,476.86	
412-7155-713.92-10	08/04/2009	MISC SERVICES	259628 11	259628	02/2010	1,374.64	
08/14/2009 723396	MONTANA MUNICIPAL INTERLOCAL	20725				972,336.85	
630-1753-485.51-30	08/10/2009	MISC SERVICES	08102009	268164	02/2010	972,336.85	
08/14/2009 723398	MONTANA SEALS & PACKING	2535				3,020.80	
502-7400-603.24-50	08/05/2009	MISC SERVICES	I032486	268091	02/2010	2,814.00	
502-7400-603.24-50	08/05/2009	MISC SERVICES	I032508	268091	02/2010	206.80	
08/14/2009 723399	MONTANA STATE FIREMAN'S ASSOC	20195				2,645.56	
900-0000-209.99-24	08/14/2009	PAYROLL SUMMARY	20090814		02/2010	2,645.56	
08/14/2009 723402	MORRISON MAIERLE INC	2572				171,993.64	
503-7591-609.93-40	06/30/2009	WO0801 WTR & SWR REHAB	91110	252779	13/2009	104,606.40	
513-8591-625.93-40	06/30/2009	WO0801 WTR & SWR REHAB	91110	252779	13/2009	67,387.24	
08/14/2009 723407	MR MOW IT ALL	20674				2,925.00	
561-7113-711.36-60	08/11/2009	MISC SERVICES	1024	267370	02/2010	2,925.00	
08/14/2009 723410	NATIONAL LEAGUE OF CITIES	14451				6,697.00	
10-1100-411.33-50	08/10/2009	MISC SERVICES	47550	268160	02/2010	6,697.00	
08/14/2009 723414	NORTHWESTERN ENERGY	15771				28,795.33	
512-8500-625.34-10	08/05/2009	MISC SERVICES	17568932 JUL09	268085	02/2010	46.56	
571-7143-713.34-10	08/07/2009	ACCOUNT NO: 0100473-8	080709	F09563	02/2010	2,120.32	
10-5127-451.34-10	08/14/2009	NW PARK/REC/PL	07123870		02/2010	37.16	
10-5122-451.34-10	08/14/2009	NW PARK/REC/PL	07125362		02/2010	142.64	
571-7143-713.34-10	08/14/2009	NW AVIATION/TRAN	07192255		02/2010	181.67	
10-5122-451.34-10	08/14/2009	NW PARK/REC/PL	07208184		02/2010	33.86	
10-5126-451.34-10	08/14/2009	NW PARK/REC/PL	07208218		02/2010	1,912.06	
502-7400-603.34-10	08/14/2009	NW PUD-WATER TREAT	07222508		02/2010	7.10	
502-7400-603.34-10	08/14/2009	NW PUD-WATER TREAT	07222649		02/2010	7,425.70	
10-5112-452.34-10	08/14/2009	NW PARK/REC/PL	07222870		02/2010	1,238.28	
502-7400-603.34-10	08/14/2009	NW PUD-WATER TREAT	07230402		02/2010	4,910.86	
10-5112-452.34-10	08/14/2009	NW PARK/REC/PL	07230451		02/2010	765.28	
502-7400-603.34-10	08/14/2009	NW PUD-WATER TREAT	07230592		02/2010	9.36	
512-8500-625.34-10	08/14/2009	NW PUD-WASTE WATER	07233893		02/2010	100.86	
10-5112-452.34-10	08/14/2009	NW PARK/REC/PL	08134892		02/2010	91.62	
150-2221-422.34-10	08/14/2009	NW FIRE	08715468		02/2010	493.42	
10-5112-452.34-10	08/14/2009	NW PARK/REC/PL	09254962		02/2010	274.06	
650-1566-487.34-10	08/14/2009		09758087		02/2010	423.15	

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872-5198-452.34-10	08/14/2009	NW PARK/REC/PL	10458131		02/2010	46.15
502-7400-603.34-10	08/14/2009	NW PUD	11164522		02/2010	877.93
561-7117-711.34-10	08/14/2009	NW PUD	11389269		02/2010	30.95
502-7400-603.34-10	08/14/2009	NW Parks	11422532		02/2010	152.68
650-1566-487.34-10	08/14/2009	ACCOUNTS PAYABLE	11608023		02/2010	920.29
650-1566-487.34-10	08/14/2009	ACCOUNTS PAYABLE	11608049		02/2010	2,530.18
872-5198-452.34-10	08/14/2009	NW parks	11759727		02/2010	80.37
10-5112-452.34-10	08/14/2009	NW	11914041		02/2010	545.48
650-1566-487.34-10	08/14/2009	NW	12693917		02/2010	3,397.34
08/14/2009	723416	ONE EIGHTY COMMUNICATIONS	15590			4,816.71
561-7110-711.34-50	08/07/2009	ONE EIGHTY AUG 09	AIRPORT 2948370		02/2010	40.60
606-1931-484.34-50	08/07/2009	ONE EIGHTY AUG 09	ACCT 00018768		02/2010	542.87
606-1931-484.34-50	08/07/2009	ONE EIGHTY AUG 09	ACCT 00001906		02/2010	3,105.97
10-5112-452.34-50	08/07/2009	ONE EIGHTY AUG 09	867-7275		02/2010	46.00
670-3141-489.34-50	08/07/2009	ONE EIGHTY AUG 09	DEPOT ONE HALF		02/2010	408.21
660-3110-431.34-50	08/07/2009	ONE EIGHTY AUG 09	DEPOT ONE HALF		02/2010	408.21
260-5518-455.35-90	08/07/2009	ONE EIGHTY AUG 09	INTERNET LIB		02/2010	259.00
150-2225-422.34-50	08/07/2009	ONE EIGHTY AUG 09	LONG DISTANCE		02/2010	5.85
08/14/2009	723421	PIERCE MOBILE HOMES & RVS	2970			3,250.00
561-7115-711.22-90	08/11/2009	MISC SERVICES	80397	267697	02/2010	3,250.00
08/14/2009	723425	PUBLIC UTILITIES	5022			72,560.86
872-5198-452.34-20	08/14/2009	2445 WESTFIELD DR.	675778356		02/2010	146.41
872-5198-452.34-20	08/14/2009	2700 COUNTRY LN SP/IR	676233865		02/2010	759.85
872-5198-452.34-20	08/14/2009	HARVEST PARK-3600 GRANGER	676393901		02/2010	2,633.01
872-5198-452.34-20	08/14/2009	HARVEST PARK-3200 CANYON	676413853		02/2010	3,794.76
872-5198-452.34-20	08/14/2009	HARVEST PARK-3294 HENESTA	676433910		02/2010	14,823.13
872-5198-452.34-20	08/14/2009	HARVEST PARK-710 S. 32 W.	676454062		02/2010	947.72
872-5198-452.34-20	08/14/2009	OLYMPIC PK-3675 MARATHON	676473935		02/2010	8,835.85
872-5198-452.34-20	08/14/2009	OLYMPIC PK-701 DECATHLDN	676497694		02/2010	4,298.13
872-5198-452.34-20	08/14/2009	PARKLAND WEST-3920 MONAD	676513943		02/2010	3,252.26
872-5198-452.34-20	08/14/2009	OLYMPIC PK-3914 DECATHLDN	676533868		02/2010	196.83
872-5198-452.34-20	08/14/2009	OLYMPIC PK-531 S 38 WEST	676554066		02/2010	130.69
872-5198-452.34-20	08/14/2009	OLYMPIC PK-3748 OLYMPIC B	676574011		02/2010	1,063.72
872-5198-452.34-20	08/14/2009	OLYMPIC PK-3747 OLYMPIC B	676594010		02/2010	537.16
872-5198-452.34-20	08/14/2009	OLYMPIC PK-3890 STILLWTER	676614077		02/2010	508.83
872-5198-452.34-20	08/14/2009	HIGH SIERRA PK-2000 WICKS	676654097		02/2010	5,779.56
872-5198-452.34-20	08/14/2009	PARKLAND WEST-380 S 36 W.	676754063		02/2010	1,799.00
561-7110-711.34-20	08/14/2009	1901 AIRPORT TERM CIR	68407759		02/2010	14,219.42
872-5198-452.34-20	08/14/2009	1760 COUNTRY MANOR BLVD.	8992912649100		02/2010	1,905.75
872-5198-452.34-20	08/14/2009	4002 PARKHILL DR	899739343		02/2010	280.97
872-5198-452.34-20	08/14/2009	255 ENERGY BLVD.	904059154		02/2010	1,189.76
872-5198-452.34-20	08/14/2009	1515 38TH ST WEST	10697714654		02/2010	701.03
872-5198-452.34-20	08/14/2009	4550 RANGVIEW DR	1142018810		02/2010	3,357.30
872-5198-452.34-20	08/14/2009	4430 HI-LINE DR	11460717358		02/2010	84.47
872-5198-452.34-20	08/14/2009	4430 HI-LINE DR	12051919090		02/2010	851.64
872-5198-452.34-20	08/14/2009	210 S 36 ST W	13264320441		02/2010	247.35
10-5112-452.34-20	08/14/2009	PUBLIC UTILITIES - WATER	675073994		02/2010	95.10

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #			CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
872-5198-452.34-20	08/14/2009	PUBLIC UTILITIES - WATER	675274065		02/2010	95.10
10-5112-452.34-20	08/14/2009	PUBLIC UTILITIES - WATER	676094556		02/2010	24.06
10-5112-452.34-20	08/14/2009	PUBLIC UTILITIES	896773947		02/2010	2.00
08/14/2009	723437	SHERWIN WILLIAMS	3417			12,482.32
502-7400-603.24-50	08/05/2009	MISC SERVICES	2015.0	268090	02/2010	51.07
211-3136-433.23-40	08/12/2009	PAINT, COATINGS, WALLPAPER	2659-6	268179	02/2010	12,431.25
08/14/2009	723447	STEWART TITLE OF BILLINGS	17985			15,000.00
295-6680-463.72-75	08/12/2009	MISC SERVICES	GROSS, KATRINA	268210	02/2010	15,000.00
08/14/2009	723449	SUNDOWN SECURITY	3643			2,735.75
561-7110-711.35-81	08/10/2009	INVOICE #34205	34205/34216	F09568	02/2010	1,371.75
561-7110-711.35-81	08/10/2009	INVOICE #34216	34205/34216	F09568	02/2010	1,364.00
08/14/2009	723450	SUNSET EXCAVATION	11477			3,800.00
505-7515-609.36-71	08/11/2009	MISC SERVICES	060232	268232	02/2010	3,800.00
08/14/2009	723458	TITAN MACHINERY INC	20569			3,556.72
211-3133-433.23-20	08/10/2009	MP	ICO1619	268187	02/2010	1,697.66
211-3133-433.23-20	08/10/2009	MP	ICO1619	268187	02/2010	110.15
541-3122-435.23-20	08/10/2009	MP	IC01683	268187	02/2010	753.54
211-3134-433.23-20	08/10/2009	MP	1C01495	268187	02/2010	913.12
211-3134-433.23-20	08/10/2009	MP	1C01495	268187	02/2010	82.25
08/14/2009	723461	TOTAL ASPHALT REPAIR INC	13249			4,449.00
502-7500-609.36-80	08/11/2009	MISC SERVICES	3350	268233	02/2010	3,649.00
502-7500-609.36-80	08/11/2009	MISC SERVICES	3351	268233	02/2010	800.00
08/14/2009	723463	TOWN & COUNTRY SUPPLY ASSOCIAT	18295			26,867.90
601-0000-141.00-00	08/07/2009	MP	65911		02/2010	9,668.02
601-0000-141.00-00	08/07/2009	MP	74305		02/2010	12,677.88
601-0000-141.00-00	08/07/2009	MP	72212		02/2010	4,522.00
08/14/2009	723465	TRISTATE EQUIPMENT	3797			446,200.00
541-3122-435.94-20	08/11/2009	SIDELOAD	101410	262342	02/2010	223,100.00
541-3122-435.94-20	08/11/2009	SIDELOAD	10411	262342	02/2010	223,100.00
08/14/2009	723475	VAN ARSDALE CONSTRUCTION	5988			3,036.00
294-6554-463.72-75	08/12/2009	MISC SERVICES	636151 CANO	268169	02/2010	3,036.00
08/14/2009	723477	YELLOWSTONE BANK	12435			10,000.00
295-6680-463.72-75	08/12/2009	MISC SERVICES	WOLF, KIMBERLY	268147	02/2010	10,000.00
08/14/2009	723478	YELLOWSTONE COUNTY FINANCE DPT	16736			5,682.61
150-2111-421.35-90	08/10/2009	MISC SERVICES	INMATE MEDICAL	268183	02/2010	42.61
150-2111-421.35-90	08/10/2009	MISC SERVICES	JULY PRISONER	268183	02/2010	5,640.00

DATE RANGE TOTAL \* 2,622,667.59 \*

**Regular City Council Meeting**

**Consent : 1.R.3.**

**Date: 09/14/2009**

**TITLE: Payment of Claims.**

Pat M. Weber, Financial

**PRESENTED BY:** Services Manager

**Department:** City Hall Administration

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### **Information**

#### **PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$2,673,223.33 have been audited and are presented for your approval for payment. A complete listing of the claims dated August 21, 2009, are available in the Finance Department.

#### **ALTERNATIVES ANALYZED**

The Council may:

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

#### **FINANCIAL IMPACT**

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

#### **RECOMMENDATION**

Staff recommends that Council approve Payment of Claims.

#### **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Link: [List of claims greater than \\$2500.](#)

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
08/21/2009 563-7122-711.93-90	723483 08/18/2009	A CORE OF IDAHO INC	11403 MISC SERVICES	109631	267126 02/2010	108,631.71	108,631.71
08/21/2009 521-1593-493.24-50	723484 08/12/2009	AAA STRIPING SERVICE	9573 HNDPC STRIPING P3	81188	268256 02/2010	3,600.00	4,600.00
521-1593-493.24-50	08/14/2009		CORRECTION P.O. 268256	C81188	268289 02/2010	1,000.00-	
08/21/2009 248-1262-412.22-90	723491 08/19/2009	ALTERNATIVES INC	105 SCRAM MONITORING-BAMDUI	2010-1	268399 02/2010	3,744.00	3,384.00
246-1253-412.35-90	08/19/2009		SCRAM MONITORING-BAMDC	2010-1	268400 02/2010	360.00	
08/21/2009 294-6555-463.72-75	723492 08/14/2009	AMERICAN TITLE & ESCROW	159 MISC SERVICES	MURPHREE, SALLEE	268287 02/2010	20,065.00	20,065.00
08/21/2009 150-2112-421.22-60	723496 08/14/2009	BALCO UNIFORM CO INC	6003 MISC SERVICES	18239	266420 02/2010	3,313.00	1,560.00
150-2112-421.22-60	08/14/2009		MISC SERVICES	18400	266670 02/2010	1,560.00	
10-4321-419.21-90	08/19/2009		MISC SERVICES	268413	268413 02/2010	193.00	
08/21/2009 150-2150-421.29-25	723512 08/17/2009	BLACK BOX NETWORK SERVICES	19541 MISC SERVICES	2083202	266901 02/2010	33,936.00	1,468.48
561-7110-711.29-25	08/17/2009		MISC SERVICES	2083202	266901 02/2010	8,269.66	
571-7141-713.29-25	08/17/2009		MISC SERVICES	2083202	266901 02/2010	2,463.05	
606-1931-484.34-50	08/17/2009		MISC SERVICES	2083202	266901 02/2010	17,051.24	
150-2150-421.29-25	08/17/2009		MISC SERVICES	2082728	267514 02/2010	1,400.00	
412-7155-713.92-10	08/17/2009		MISC SERVICES	2082728	267514 02/2010	1,185.00	
606-1931-484.34-50	08/17/2009		MISC SERVICES	2082728	267514 02/2010	2,098.57	
08/21/2009 650-1566-487.23-60	723515 07/14/2009	BORDER STATES ELECTRIC	509 MISC SERVICES	99579615	266709 01/2010	9,197.03	50.24
650-1566-487.23-60	07/15/2009		MISC SERVICES	99585234	266709 01/2010	46.20	
502-0000-141.00-00	07/20/2009		WATER PARTS AND SUPPLIES	99603164	01/2010	108.90	
512-8400-623.23-60	07/20/2009		NONSTOCKING ITEMS-P.U.D.	95860784	266709 01/2010	1,539.03	
502-7314-602.34-10	07/20/2009		NONSTOCKING ITEMS-P.U.D.	99569484	266709 01/2010	20.40	
512-8314-622.24-50	07/20/2009		NONSTOCKING ITEMS-P.U.D.	99569484	266709 01/2010	20.40	
512-8400-623.23-60	07/20/2009		NONSTOCKING ITEMS-P.U.D.	99574143	266709 01/2010	1,596.45	
512-8400-623.23-60	07/20/2009		NONSTOCKING ITEMS-P.U.D.	99602661	266709 01/2010	940.47	
502-7400-603.23-60	07/20/2009		NONSTOCKING ITEMS-P.U.D.	99614067	266709 01/2010	53.78	
502-7400-603.23-60	07/20/2009		NONSTOCKING ITEMS-P.U.D.	99615566	266709 01/2010	316.68	
502-7400-603.23-60	07/21/2009		NONSTOCKING ITEMS-P.U.D.	99597184	266709 01/2010	180.44	
502-7400-603.23-60	07/21/2009		NONSTOCKING ITEMS-P.U.D.	99625284	266709 01/2010	229.55	
211-0000-141.31-83	07/27/2009		STREET LIGHTS	99613916	01/2010	119.70	
211-0000-141.31-83	07/27/2009		STREET LIGHTS	99649748	01/2010	46.71	
211-0000-141.31-83	07/27/2009		STREET LIGHTS	99649766	01/2010	220.06	
211-0000-141.31-83	07/27/2009		STREET LIGHTS	99649796	01/2010	655.20	
211-3136-433.24-30	07/27/2009		MISC SERVICES	99575148	266709 01/2010	200.00	
512-8400-623.23-60	07/27/2009		NONSTOCKING ITEMS-P.U.D.	99631216	266709 01/2010	110.00	
211-3136-433.24-30	07/27/2009		MISC SERVICES	99643224	266709 01/2010	95.76	
512-8400-623.23-60	07/27/2009		NONSTOCKING ITEMS-P.U.D.	99644120	266709 01/2010	221.15	

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512-8400-623.23-60	07/27/2009	NONSTOCKING ITEMS-P.U.D.	99644681	266709	01/2010	23.61
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211-3136-433.24-30	07/27/2009	MISC SERVICES	99646163	266709	01/2010	109.22
502-7400-603.23-60	07/27/2009	NONSTOCKING ITEMS-P.U.D.	99650658	266709	01/2010	27.50
502-0000-141.00-00	07/30/2009	WATER PARTS AND SUPPLIES	99673658		01/2010	108.90
620-1911-482.22-90	07/30/2009	MISC SERVICES	99590990	266709	01/2010	69.85
211-0000-141.31-83	07/31/2009	STREET LIGHTS	99667726		01/2010	798.00
512-8400-623.23-60	08/04/2009	NONSTOCKING ITEMS-P.U.D.	99668519	266709	02/2010	266.22
502-7400-603.23-60	08/04/2009	NONSTOCKING ITEMS-P.U.D.	99679753	266709	02/2010	33.21
512-8400-623.23-60	08/05/2009	NONSTOCKING ITEMS-P.U.D.	99604773	266709	02/2010	44.07
512-8400-623.23-60	08/05/2009	NONSTOCKING ITEMS-P.U.D.	99679066	266709	02/2010	931.15
08/21/2009	723520	BUSINESS TAX SECTION	2449			17,658.27
405-0000-201.10-00	08/14/2009	Release Retainage - Tax		257363	02/2010	50.00
409-7126-711.96-80	08/18/2009	MISC SERVICES	ARRA RSG#2	266563	02/2010	5,093.81
563-7122-711.93-90	08/18/2009	MISC SERVICES	10931	267127	02/2010	1,097.29
562-7120-711.92-90	08/18/2009	MISC SERVICES	268342-F	268342	13/2009	84.82
205-3131-433.93-10	08/19/2009	WO0905 POLY DR IMP	2	265230	02/2010	30.09
503-7591-609.93-40	08/19/2009	WO0801 WATER/SEWER REHAB	3	265603	02/2010	4,556.81
513-8591-625.93-40	08/19/2009	WO0801 WATER/SEWER REHAB	3	265603	02/2010	4,980.99
205-3131-433.36-90	08/19/2009	WO0918 8 AVE N/VUECREST	0900-21	267597	02/2010	196.50
205-3131-433.93-10	06/30/2009	WO0905 POLY DR IMP	1	265230	13/2009	603.18
205-3131-433.93-10	06/30/2009	WO0905 POLY DR IMP	2	265230	13/2009	491.31
210-3110-431.93-11	08/20/2009	WO0824 BROADWATER CROSS	1	265232	02/2010	250.05
490-5161-452.93-70	08/20/2009	WO0824 BROADWATER CROSS	1	265232	02/2010	38.76
210-3110-431.93-11	06/30/2009	WO0824 BROADWATER CROSS	1	265232	13/2009	159.87
490-5161-452.93-70	06/30/2009	WO0824 BROADWATER CROSS	1	265232	13/2009	24.79
08/21/2009	723526	CIBA SPECIALTY CHEMICALS	13646			6,160.00
502-0000-141.00-00	08/20/2009	WATER PARTS AND SUPPLIES	90993980		02/2010	6,160.00
08/21/2009	723527	CLARK SAFETY/LOSS CONTROL	SERV 15313			3,133.17
150-2229-422.29-20	08/14/2009	RESCUE/EQUIP/ROPE	3908 RESCUE/FR2	266464	02/2010	2,009.40
150-2229-422.29-20	08/14/2009	RESCUE/EQUIP/ROPE	3908 RESCUE/FR2	266464	02/2010	932.07
150-2229-422.29-20	08/14/2009	11MM RESCUE ROPE/FIRE	3909 RESCUE/RPE	266464	02/2010	213.00
150-2229-422.29-20	08/14/2009	11MM RESCUE ROPE/FIRE	3909 RESCUE/RPE	266464	02/2010	21.30-
08/21/2009	723528	CMG CONSTRUCTION, INC.	17342			19,453.50
205-3131-433.36-90	08/19/2009	WO0918 8 AVE N/VUECREST	0900-21	267596	02/2010	19,453.50
08/21/2009	723529	COLLABORATIVE DESIGN ARCH	729			4,275.00
414-1519-493.92-24	08/19/2009	P1 ELEVATOR	2	265354	02/2010	4,275.00
08/21/2009	723533	CROWNE PLAZA	19555			4,470.00
203-1513-466.35-47	08/19/2009	MISC SERVICES	81309	268434	02/2010	4,470.00
08/21/2009	723536	DELL COMPUTER L P	13426			3,292.42
150-2150-421.29-25	08/20/2009	MISC SERVICES	XDC2KMXT2	267926	02/2010	2,077.41
10-1512-415.29-25	08/20/2009	MISC SERVICES	XDC31W112	268150	02/2010	1,215.01
08/21/2009	723538	DIXIE PETRO-CHEM	1055			6,578.00
502-0000-141.00-00	08/14/2009	WATER PARTS AND SUPPLIES	7270028209		02/2010	1,794.00

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
502-0000-141.00-00	08/14/2009	WATER PARTS AND SUPPLIES	7270028809		02/2010	2,392.00
502-0000-141.00-00	08/18/2009	WATER PARTS AND SUPPLIES	7270031509		02/2010	2,392.00
08/21/2009	723541	FERGUSON ENTERPRISES INC	20100			5,380.29
502-0000-141.00-00	08/14/2009	WASTEWATER PARTS & SUPPLY SYSTEMS	531450		02/2010	2,396.00
502-0000-141.00-00	08/14/2009		531450		02/2010	2,984.29
08/21/2009	723547	FRONTIER FENCE	4561			4,950.00
405-0000-201.10-00	08/14/2009	Release Retainage		257362	02/2010	4,950.00
08/21/2009	723549	GASES PLUS	15673			3,403.75
150-2229-422.24-90	08/12/2009	TFT/MIDMATIC NOZZLES/FIRE	01695635-01 FR	267534	02/2010	3,218.75
150-2229-422.24-10	08/17/2009	CALIBRATION GASES/HAZMAT	01691196-01 HAZ	268327	02/2010	185.00
08/21/2009	723551	GENERAL CONTRACTORS CONSTR	1415			8,396.69
562-7120-711.92-90	06/30/2009	MISC SERVICES	268341-F	268341	13/2009	8,396.69
08/21/2009	723552	GENERAL ELECTRIC CAPITAL CORP	19598			9,370.42
150-2150-421.61-00	08/18/2009	MISC SERVICES	70021171	268364	02/2010	4,159.62
150-2150-421.62-00	08/18/2009	MISC SERVICES	70021171	268364	02/2010	525.59
150-2150-421.61-00	08/18/2009	MISC SERVICES	70034189	268364	02/2010	4,159.62
150-2150-421.62-00	08/18/2009	MISC SERVICES	70034189	268364	02/2010	525.59
08/21/2009	723555	GREAT WEST ENGINEERING	18016			11,703.32
544-3123-435.93-90	08/19/2009	WO0827 LANDFILL EXP/IMP	6	263194	02/2010	7,841.22
544-3123-435.93-90	06/30/2009	WO0827 LANDFILL EXP/IMP	6	263194	13/2009	3,862.10
08/21/2009	723558	HANSON CHEMICAL	1591			2,922.10
150-2226-422.22-40	08/17/2009	SOAP & DISINFECTANT/FIRE1	228756 FIRE	268326	02/2010	578.20
502-0000-141.00-00	08/20/2009	WATER PARTS AND SUPPLIES	228898		02/2010	2,343.90
08/21/2009	723565	INTERSTATE ENGINEERING INC.	11817			14,121.10
840-3184-431.93-10	08/19/2009	WO0105 LAKE HILLS STORM	Y0800125	260643	02/2010	5,930.87
840-3184-431.93-10	06/30/2009	WO0105 LAKE HILLS STORM	Y0800125	260643	13/2009	8,190.23
08/21/2009	723571	JTL GROUP INC DBA KNIFE RIVER	2417			111,332.92
205-3131-433.93-10	08/19/2009	WO0905 POLY DR IMP	2	265229	02/2010	2,978.91
205-3131-433.93-10	06/30/2009	WO0905 POLY DR IMP	1	265229	13/2009	59,714.70
205-3131-433.93-10	06/30/2009	WO0905 POLY DR IMP	2	265229	13/2009	48,639.31
08/21/2009	723577	KENNEDY & GRAVEN CHARTERED	20245			7,500.00
451-3161-431.93-10	08/20/2009	MISC SERVICES	81109	268439	02/2010	4,296.00
461-3161-431.93-10	08/20/2009	MISC SERVICES	81109	268439	02/2010	3,204.00
08/21/2009	723578	KNOX COMPANY	9421			7,474.00
150-2226-422.24-50	08/12/2009	SECURITY VAULTS/FIRE	INV00302831 FPB	267394	02/2010	245.00
150-2226-422.24-50	08/12/2009	SECURITY VAULTS/FIRE	INV00302831 FPB	267394	02/2010	7,124.00
150-2226-422.24-50	08/12/2009	SECURITY VAULTS/FIRE	INV00302831 FPB	267394	02/2010	105.00
08/21/2009	723579	KOIS BROTHERS EQUIPMENT CO	6452			8,666.16
211-3134-433.23-20	07/15/2009	MP	82971	266712	01/2010	406.00

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
541-3122-435.23-20	07/15/2009	MP	82996	266712	01/2010	216.24	
541-3122-435.23-20	07/15/2009	MP	82996	266712	01/2010	8.76	
541-3122-435.23-20	07/16/2009	MP	82936	266712	01/2010	337.18	
541-3122-435.23-20	07/16/2009	MP	82959	266712	01/2010	98.94	
601-0000-141.00-00	07/29/2009	MP	83035		01/2010	607.08	
601-0000-141.00-00	07/29/2009	MP	83040		01/2010	1,584.84	
541-3122-435.23-20	07/30/2009	MP	83034	266712	01/2010	1,482.97	
601-0000-141.00-00	08/03/2009	MP	83137		02/2010	459.39	
541-3122-435.23-20	08/03/2009	MP	83137	266712	02/2010	522.94	
541-3122-435.23-20	08/11/2009	MP	MT30078	266712	02/2010	546.87	
541-3122-435.23-20	08/11/2009	MP	83098	266712	02/2010	55.80	
541-3122-435.23-20	08/11/2009	MP	83117	266712	02/2010	102.84	
541-3122-435.23-20	08/11/2009	MP	83143	266712	02/2010	203.81	
541-3122-435.23-20	08/11/2009	MP	83155	266712	02/2010	934.92	
541-3122-435.23-20	08/20/2009	MP	83042-BB	266712	02/2010	1,097.58	
08/21/2009	723582	L N CURTIS & SONS	10392			3,680.00	
150-2229-422.26-40	08/17/2009	TURNOUTS/PANT/COAT/HARVEY	3090299-02 HARV	266063	02/2010	1,600.00	
150-2229-422.26-40	08/17/2009	TURNOUT/PANT/COAT/MERTZ	3090299-02 MERT	266063	02/2010	2,080.00	
08/21/2009	723583	L P ANDERSON TIRE CO	173			3,313.50	
502-7400-603.36-20	08/14/2009	NONSTOCKING ITEMS-P.U.D.	69616	267636	02/2010	732.50	
502-7500-609.36-20	08/14/2009	NONSTOCKING ITEMS-P.U.D.	69616	267636	02/2010	840.00	
512-8400-623.36-20	08/14/2009	NONSTOCKING ITEMS-P.U.D.	69616	267636	02/2010	77.00	
512-8500-625.36-20	08/14/2009	NONSTOCKING ITEMS-P.U.D.	69616	267636	02/2010	1,664.00	
08/21/2009	723589	LEONARD SANDRA	6938			2,859.45	
150-2112-421.35-90	08/11/2009	EXP FROM BACKGROUND INVES	PRTLND EXP 0719	F09585	02/2010	2,859.45	
08/21/2009	723593	MAILING TECHNICAL SERVICES	12577			6,559.72	
10-1213-412.39-11	08/19/2009	MISC SERVICES	JULY 2009	268409	02/2010	2,261.07	
521-1522-493.31-10	08/19/2009	MISC SERVICES	JULY 2009	268409	02/2010	201.39	
605-1515-483.31-10	08/19/2009	MISC SERVICES	JULY 2009	268409	02/2010	4,097.26	
08/21/2009	723598	MARVIN & ASSOCIATES	2310			2,877.50	
432-0000-201.10-00	08/19/2009	RETAINAGE RELEASE	RET RELEASE	267235	02/2010	302.50	
432-3110-431.93-10	08/20/2009	WO0722 KING AVE EAST	2	267235	02/2010	2,575.00	
08/21/2009	723611	MONTANA DEPT OF JUSTICE	CJIN	2498		2,888.26	
225-2232-422.35-90	08/17/2009	CJIN/BLGS 911/JUN30, 2010	2010-8-20339	268331	02/2010	2,888.26	
08/21/2009	723614	MORRISON MAIERLE INC	2572			88,218.93	
405-7125-711.96-77	08/18/2009	MISC SERVICES	90963	257361	02/2010	455.40	
405-7125-711.96-87	08/18/2009	MISC SERVICES	90963	257361	02/2010	23.97	
405-7125-711.96-91	08/18/2009	MISC SERVICES	91177	265209	02/2010	28,685.88	
405-7125-711.96-92	08/18/2009	MISC SERVICES	91177	265209	02/2010	1,509.78	
405-7125-711.96-91	08/18/2009	MISC SERVICES	91178	265209	02/2010	31,175.68	
405-7125-711.96-92	08/18/2009	MISC SERVICES	91178	265209	02/2010	1,640.82	
409-7126-711.96-80	08/18/2009	MISC SERVICES	91180	266564	02/2010	24,727.40	
08/21/2009	723622	NORTHWESTERN ENERGY	15771			4,584.91	
561-7113-711.34-10	08/17/2009	0100483-7	081709	F09611	02/2010	1,378.95	

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561-7113-711.34-10	08/17/2009	0100484-5	081709	F09611	02/2010	1,531.25	
561-7113-711.34-10	08/17/2009	1647695-4	081709	F09611	02/2010	25.33	
561-7117-711.34-10	08/17/2009	1669567-8	081709	F09611	02/2010	659.96	
561-7117-711.34-10	08/17/2009	1264299-7	081709	F09611	02/2010	504.70	
561-7117-711.34-10	08/17/2009	1341288-7	081709	F09611	02/2010	229.84	
561-7117-711.34-10	08/17/2009	1341289-5	081709	F09611	02/2010	27.26	
561-7117-711.34-10	08/17/2009	1341291-1	081709	F09611	02/2010	39.82	
561-7117-711.34-10	08/17/2009	1341295-2	081709	F09611	02/2010	187.80	
08/21/2009	723632	NORTHWESTERN ENERGY	15784			126,691.75	
211-3136-433.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE SIGNALS	02/2010	9,292.72		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712544-6	02/2010	425.38		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712545-3	02/2010	447.69		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712546-1	02/2010	1,273.73		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0721276-4	02/2010	3,317.82		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0721277-2	02/2010	1,660.92		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712553-7	02/2010	1,043.42		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712554-5	02/2010	77.72		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712556-0	02/2010	329.44		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712557-8	02/2010	12,429.64		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712558-6	02/2010	1,350.69		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712559-4	02/2010	2,228.00		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712560-2	02/2010	1,520.02		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712561-0	02/2010	3,752.59		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712562-8	02/2010	147.29		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712563-6	02/2010	807.53		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712564-4	02/2010	190.02		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712565-1	02/2010	498.77		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712566-9	02/2010	2,751.73		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712567-7	02/2010	196.66		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712568-5	02/2010	128.75		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712570-1	02/2010	2,137.56		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712571-9	02/2010	162.42		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712572-7	02/2010	285.00		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712573-5	02/2010	831.28		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712574-3	02/2010	332.51		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712575-0	02/2010	166.26		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712576-8	02/2010	609.01		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712577-6	02/2010	426.32		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712578-4	02/2010	285.00		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712579-2	02/2010	122.82		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712580-0	02/2010	736.28		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712581-8	02/2010	199.55		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712582-6	02/2010	462.53		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712583-4	02/2010	446.62		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712584-2	02/2010	395.38		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712585-9	02/2010	315.53		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712586-7	02/2010	641.28		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712587-5	02/2010	213.77		
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712588-3	02/2010	496.83		

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712589-1		02/2010	23.67
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712590-9		02/2010	406.01
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712591-7		02/2010	308.75
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712592-5		02/2010	397.52
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712593-3		02/2010	1,124.70
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712594-1		02/2010	649.62
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712595-8		02/2010	546.26
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712596-6		02/2010	3,717.76
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712597-4		02/2010	466.91
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712598-2		02/2010	1,055.65
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712599-0		02/2010	427.50
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712600-6		02/2010	791.73
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712601-4		02/2010	688.77
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712602-2		02/2010	925.97
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712603-0		02/2010	617.52
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712604-8		02/2010	913.52
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712605-5		02/2010	50.97
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712607-1		02/2010	324.82
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712608-9		02/2010	760.02
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712609-7		02/2010	203.01
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712610-5		02/2010	487.22
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712611-3		02/2010	460.51
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712612-1		02/2010	1,015.03
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712613-9		02/2010	852.62
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712614-7		02/2010	284.21
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712615-4		02/2010	36.40
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712616-2		02/2010	223.31
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712617-0		02/2010	446.62
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712618-8		02/2010	304.51
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712619-6		02/2010	1,448.78
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712620-4		02/2010	507.51
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712621-2		02/2010	1,015.03
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712622-0		02/2010	324.82
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712623-8		02/2010	121.81
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712624-6		02/2010	500.79
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712625-3		02/2010	203.01
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712626-1		02/2010	243.60
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712627-9		02/2010	203.01
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712628-7		02/2010	1,055.65
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712629-5		02/2010	362.64
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712630-3		02/2010	263.90
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712631-1		02/2010	649.62
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712632-9		02/2010	207.23
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712633-7		02/2010	172.69
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712634-5		02/2010	55.66
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712635-2		02/2010	55.66
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712636-0		02/2010	101.50
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712637-8		02/2010	59.38
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712638-6		02/2010	426.32
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712639-4		02/2010	637.04

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810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712640-2		02/2010	14.83	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712641-0		02/2010	302.42	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712642-8		02/2010	29.11	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712643-6		02/2010	284.21	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712644-4		02/2010	324.82	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712645-1		02/2010	189.01	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712646-9		02/2010	466.91	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712647-7		02/2010	66.78	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712648-5		02/2010	37.11	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712649-3		02/2010	37.11	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712650-1		02/2010	22.27	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712651-9		02/2010	404.10	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712652-7		02/2010	121.81	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712653-5		02/2010	307.62	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712654-3		02/2010	149.24	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712655-0		02/2010	7.29	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712656-8		02/2010	58.56	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712657-6		02/2010	89.06	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712658-4		02/2010	1,529.15	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712659-2		02/2010	299.65	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712660-0		02/2010	237.72	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712661-8		02/2010	583.52	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712662-6		02/2010	688.77	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712663-4		02/2010	356.26	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712664-2		02/2010	831.29	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712665-9		02/2010	498.77	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712666-7		02/2010	2,161.30	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712667-5		02/2010	647.50	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712668-3		02/2010	380.83	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712669-1		02/2010	406.72	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712670-9		02/2010	138.15	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712671-7		02/2010	345.10	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712672-5		02/2010	12.53	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712673-3		02/2010	81.19	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712674-1		02/2010	310.85	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712675-8		02/2010	528.44	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712676-6		02/2010	71.26	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712677-4		02/2010	94.99	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712678-2		02/2010	72.87	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712679-0		02/2010	285.00	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712680-8		02/2010	978.51	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712681-6		02/2010	2,076.67	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0718734-7		02/2010	2,351.32	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 1301786-8		02/2010	11.11	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0719001-0		02/2010	157.49	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0718801-4		02/2010	3,370.27	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0719162-0		02/2010	475.01	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0719644-7		02/2010	1,650.74	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0719763-5		02/2010	117.12	
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0720813-5		02/2010	110.33	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #			CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0720360-7		02/2010	681.43
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0720606-3		02/2010	2,233.71
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 1301786-8		02/2010	10.25
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0720810-1		02/2010	1,063.72
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0720705-3		02/2010	427.50
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0720937-2		02/2010	2,692.04
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0720716-0		02/2010	753.24
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810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0721684-9		02/2010	32.50
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0833098-7		02/2010	60.44
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0906944-4		02/2010	340.59
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0995095-7		02/2010	853.07
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0905005-5		02/2010	2,419.02
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0926386-4		02/2010	173.53
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0907926-0		02/2010	51.81
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0961926-3		02/2010	369.28
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 1058710-3		02/2010	711.41
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 1087619-1		02/2010	181.32
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 1124127-0		02/2010	52.60
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 1045653-1		02/2010	561.23
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 1079722-3		02/2010	288.28
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 1172743-5		02/2010	289.84
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 1206985-2		02/2010	289.91
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 1296582-8		02/2010	204.58
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 1246537-3		02/2010	68.85
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 1303978-9		02/2010	432.09
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 1685375-6		02/2010	272.26
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 1433921-2		02/2010	81.52
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 1481532-8		02/2010	522.52
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 1481534-4		02/2010	203.01
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 1481535-1		02/2010	406.01
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 1481536-9		02/2010	94.99
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 1481537-7		02/2010	1,091.17
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 1481539-3		02/2010	182.72
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 1481540-1		02/2010	162.42
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810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 1740353-6		02/2010	311.78
810-3183-431.34-10	08/31/2009	LIGHT MAINT TRANSFER	NWE 0712569-3		02/2010	43.06
08/21/2009	723635	OCLC	18135			16,794.55
260-5516-455.35-90	08/18/2009	WEB DEWEY CATALOGING	0000056346	F09634	02/2010	260.00
260-5516-455.35-90	08/18/2009	GROUP SERVICES CONTRACT D	0000056346	F09634	02/2010	16,534.55
08/21/2009	723639	OSTERMILLER CONST	2839			46,873.21
210-3110-431.93-11	08/20/2009	WO0824 BROADWATER CROSS	1	265231	02/2010	24,755.51
490-5161-452.93-70	08/20/2009	WO0824 BROADWATER CROSS	1	265231	02/2010	3,837.14

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
210-3110-431.93-11	06/30/2009	WO0824 BROADWATER CROSS	1	265231	13/2009	15,827.31	
490-5161-452.93-70	06/30/2009	WO0824 BROADWATER CROSS	1	265231	13/2009	2,453.25	
08/21/2009	723650	REPORTER BIG SKY OFFICE INC	3175			6,382.27	
150-2226-422.21-20	08/12/2009	BOOKCASE/ASST CHIEF	281827-0 FR/AC	268268	02/2010	145.00	
150-2226-422.21-20	08/12/2009	HON/BOOKCASE/FIRE CHIEF	283329-0 FR/CHF	268268	02/2010	145.00	
150-2221-422.32-40	08/12/2009	HP/INK CARTRIDGES/FIRE	283626-0 FIRE	268268	02/2010	67.35	
150-2221-422.21-90	08/12/2009	B8 STAPLES/FIRE	286412-0 FIRE	268268	02/2010	3.31	
150-2221-422.21-90	08/12/2009	CORD/COVER/FIRE CHIEF	286412-1 FIRE	268268	02/2010	10.44	
150-2221-422.21-90	08/12/2009	INK CARTRIDGES & SUPPLIES	287384-0 FIRE	268268	02/2010	44.51	
150-2221-422.32-40	08/12/2009	INK CARTRIDGES & SUPPLIES	287384-0 FIRE	268268	02/2010	300.27	
246-1253-412.35-90	08/19/2009	OFFICE SUPPLIES-BAMDC	2010-1	268383	13/2009	5,515.27	
502-0000-141.00-00	08/20/2009	WATER PARTS AND SUPPLIES	2895940		02/2010	151.12	
08/21/2009	723652	RIMROCK FOUNDATION	3210			15,132.27	
246-1253-412.35-90	08/19/2009	IOP COUNSELOR -BAMDC	2010-1	268397	02/2010	10,023.12	
248-1262-412.35-90	08/19/2009	IOP COUNSELOR-BAMDUI	2010-1	268398	02/2010	5,109.15	
08/21/2009	723653	RIVERSIDE SAND & GRAVEL INC	19447			504,287.50	
409-7126-711.96-80	08/18/2009	MISC SERVICES	ARRA RSG#2	266562	02/2010	504,287.50	
08/21/2009	723658	SHORT ELLIOT HENDRICKSON INC	16932			7,315.00	
205-0000-201.10-00	06/30/2009	RETAINAGE RELEASE	RET RELEASE	205705	13/2009	2,219.00	
202-0000-201.10-00	06/30/2009	RETAINAGE RELEASE	RET RELEASE	205705	13/2009	196.00	
202-1503-466.36-41	06/30/2009	WO0317 RR CROSSING STUDY	0170044	205705	13/2009	1,595.00	
205-3131-433.35-90	06/30/2009	WO0317 RR CROSSING STUDY	0170044	205705	13/2009	3,305.00	
08/21/2009	723662	SOLID WASTE SYSTEMS INC	9811			11,916.07	
541-3122-435.23-20	08/17/2009	MP	0111439	268336	02/2010	582.49	
541-3122-435.23-20	08/17/2009	MP	40526-IN	268338	02/2010	8,109.58	
541-3122-435.23-20	08/17/2009	MP	40526-IN	268338	02/2010	206.58	
571-7147-713.23-20	08/18/2009	MP	10851.01	268340	02/2010	307.28	
571-7147-713.23-20	08/18/2009	MP	10851.01-B	268343	02/2010	307.28	
541-3122-435.23-20	08/18/2009	MP	39119-IN	268347	02/2010	553.65	
541-3122-435.23-20	08/18/2009	MP	39548-IN	268395	02/2010	716.69	
541-3122-435.23-20	08/18/2009	MP	39548-IN	268395	02/2010	10.39	
541-3122-435.23-20	08/18/2009	MP	40247-IN	268395	02/2010	1,325.28	
541-3122-435.23-20	08/18/2009	MP	40502-IN	268395	02/2010	386.52	
541-3122-435.23-20	08/18/2009	MP	40502-IN	268395	02/2010	24.89	
08/21/2009	723665	SPOTLIGHT PRODUCTIONS	15872			2,732.00	
571-7146-713.33-70	08/14/2009	INVOICE# 2009094	2009094	F09598	02/2010	2,732.00	
08/21/2009	723673	TETRA TECH, INC.	19346			3,668.75	
541-3123-435.35-90	08/17/2009	LANDFILL	50278183	267971	02/2010	3,668.75	
08/21/2009	723674	THE BABCOCK LLC	20214			153,779.20	
202-1503-466.79-73	08/19/2009	PRIOR YEAR ENCUMBRANCES	11	260372	02/2010	153,779.20	
08/21/2009	723676	TIRE-RAMA	1864			24,467.63	
541-3123-435.23-90	07/14/2009	TIRES AND REPAIRS	1050143893	266715	01/2010	670.68	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
541-3123-435.23-90	07/14/2009	TIRES AND REPAIRS	1050144021	266715	01/2010	838.35
541-3122-435.23-90	07/14/2009	TIRES AND REPAIRS	1050144048	266715	01/2010	69.22
541-3122-435.23-90	07/14/2009	TIRES AND REPAIRS	1050144156	266715	01/2010	5,591.00
541-3122-435.23-90	07/14/2009	TIRES AND REPAIRS	1050144163	266715	01/2010	3,848.50
541-3122-435.23-90	07/14/2009	TIRES AND REPAIRS	1050144171	266715	01/2010	1,060.00
541-3122-435.23-90	07/14/2009	TIRES AND REPAIRS	1050144336	266715	01/2010	3,295.00
541-3122-435.23-90	07/14/2009	TIRES AND REPAIRS	1050144340	266715	01/2010	190.00
211-3132-433.23-90	07/29/2009	MP	150144081	266715	01/2010	30.00
571-7144-713.23-90	07/31/2009	AUTO & TRUCK MAINT. ITEMS	1050145572	266715	01/2010	1,282.50
571-7147-713.23-90	07/31/2009	AUTO & TRUCK MAINT. ITEMS	1050145572	266715	01/2010	27.00
601-0000-141.71-41	08/03/2009	MP	1050-145265		02/2010	2,244.88
541-3123-435.23-90	08/04/2009	TIRES AND REPAIRS LF	1050145588	266715	02/2010	2,392.00
541-3122-435.23-90	08/04/2009	TIRES AND REPAIRS	1050145589	266715	02/2010	1,104.00
541-3122-435.23-90	08/04/2009	TIRES AND REPAIRS SW	1050145590	266715	02/2010	1,719.50
211-3134-433.23-90	08/19/2009	MP	1040072156	266715	02/2010	30.00
211-3132-433.23-90	08/20/2009	MP	1050144094	266715	02/2010	15.00
211-3134-433.23-90	08/20/2009	MP	1050144605	266715	02/2010	30.00
211-3134-433.23-90	08/20/2009	MP	1050144971	266715	02/2010	30.00
08/21/2009 723679	TOWN & COUNTRY SUPPLY ASSOCIAT	18295				57,309.77
601-0000-141.00-00	08/14/2009	MP	74422		02/2010	9,910.80
601-0000-141.71-41	08/14/2009	MP	72170		02/2010	4,947.97
561-7118-711.23-13	08/17/2009	INVOICE #74306	74306/74406	F09612	02/2010	4,651.62
561-7118-711.23-13	08/17/2009	INVOICE #74406	74306/74406	F09612	02/2010	7,748.40
601-0000-141.00-00	08/18/2009	MP	74322		02/2010	14,294.06
601-0000-141.71-41	08/18/2009	MP	74323		02/2010	14,296.10
150-2226-422.23-10	08/18/2009	FIRE1/UNLEADED/350 GAL	72177 FIRE1	267496	02/2010	850.23
150-2226-422.23-10	08/18/2009	FIRE5/DIESEL/300 GALLONS	72178 FIRE5	267496	02/2010	610.59
08/21/2009 723684	UNDERGROUND SOLUTIONS INC	20344				95,600.00
503-7591-609.93-40	08/19/2009	FUSIBLE PIPE	UGSI 00002552	268415	02/2010	95,600.00
08/21/2009 723686	V.W.C, INC.	19226				5,925.00
294-6554-463.72-75	08/20/2009	MISC SERVICES	VIOLETT, FRED	268366	02/2010	4,295.00
295-6674-463.72-75	08/20/2009	MISC SERVICES	VIOLETT, FRED	268366	02/2010	1,630.00
08/21/2009 723688	VERIZON WIRELESS	14490				5,726.49
150-2170-441.34-50	08/20/2009	VERIZON WSCA AUG 09	AN SHELTER MDT		02/2010	257.95
209-4451-428.34-50	08/20/2009	VERIZON WSCA AUG 09	BUILDING AIR		02/2010	206.36
717-2166-421.34-50	08/20/2009	VERIZON WSCA AUG 09	CCSIU AIR CARD		02/2010	51.59
150-2221-422.34-50	08/20/2009	VERIZON WSCA AUG 09	FIRE DEPT AIR C		02/2010	51.59
150-2221-422.34-50	08/20/2009	VERIZON WSCA AUG 09	FIRE MDT		02/2010	670.67
620-1911-482.34-50	08/20/2009	VERIZON WSCA AUG 09	ITD AIR CARD		02/2010	51.59
260-5517-455.34-50	08/20/2009	VERIZON WSCA AUG 09	LIBRARYOUTREACH		02/2010	154.77
150-2111-421.34-50	08/20/2009	VERIZON WSCA AUG 09	POLICE AIR CARD		02/2010	51.59
150-2111-421.34-50	08/20/2009	VERIZON WSCA AUG 09	POLICE MDT		02/2010	4,024.02
150-2111-421.34-50	08/20/2009	VERIZON WSCA AUG 09	POLICE USM MDT		02/2010	154.77
502-7500-609.34-50	08/20/2009	VERIZON WSCA AUG 09	PUD AIR CARD		02/2010	51.59
08/21/2009 723696	WESTERN MUNICIPAL CONSTRUCTION	11742				944,242.76
503-7591-609.93-40	08/19/2009	W00801 WATER/SEWER REHAB	3	265602	02/2010	451,124.41

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513-8591-625.93-40	08/19/2009	WO0801 WATER/SEWER REHAB	15322	3	265602	02/2010	493,118.35
08/21/2009	723698	WINGFOOT COMMERCIAL TIRE	MP	1551-385751	266717	01/2010	2,597.25
150-2172-441.23-20	07/15/2009	FLAT REPAIR/FIRE/4076	MP	176-1028195 FRB	266717	01/2010	85.10
150-2226-422.23-90	07/15/2009		MP	176-1028214	266717	01/2010	25.92
150-2172-441.23-90	07/17/2009		MP	176-1028222	266717	01/2010	463.84
150-2112-421.23-90	07/20/2009		MP	176-1028111 FR7	266717	01/2010	38.92
150-2226-422.23-90	07/22/2009	ENGINE #7/FLAT REPAIR	MP	176-1028247	266717	01/2010	41.92
211-3134-433.23-90	07/29/2009		MP	176-1028192	266717	01/2010	89.94
211-3134-433.23-90	07/29/2009		MP	176-1028233	266717	01/2010	72.94
211-3134-433.23-90	07/29/2009		MP	176-1028233	266717	01/2010	230.00
211-3134-433.23-90	07/29/2009		MP	176-1028235	266717	01/2010	44.92
211-3134-433.23-90	07/29/2009		MP	176-1028247	266717	01/2010	44.92
211-3136-433.23-90	08/12/2009		MP	176-1028246	266717	02/2010	337.91
211-3134-433.23-90	08/19/2009		MP	176-1028099	266717	02/2010	454.48
211-3132-433.23-90	08/19/2009		MP	176-1028176	266717	02/2010	49.22
211-3134-433.23-90	08/19/2009		MP	176-1028259	266717	02/2010	472.45
211-3134-433.23-90	08/19/2009		MP	176-1028260	266717	02/2010	179.26
211-3132-433.23-90	08/19/2009		MP	176-1028307	266717	02/2010	25.92
150-2172-441.23-20	08/20/2009		MP	1551-385751-A	266717	02/2010	85.10-
211-3134-433.23-90	08/20/2009		MP	176-1028152	266717	02/2010	44.92
211-3134-433.23-90	08/20/2009		MP	176-1028194	266717	02/2010	18.69
150-2112-421.23-90	08/20/2009		MP	176-1028222-A	266717	02/2010	38.92-
08/21/2009	723699	YELLOWSTONE VALLEY ANIMAL SHEL	20525				19,627.67
150-2170-441.39-90	08/13/2009	CONTRACT 7-22/8-22-09		09-1036	268277	02/2010	19,627.67

DATE RANGE TOTAL \*

2,608,779.26 \*

**Date: 09/14/2009**

**TITLE: Fixing the form and detail of the DNRC loan for the Zone 4 Reservoir Project**

**PRESENTED BY:** Patrick M. Weber

**Department:** City Hall Administration

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### **Information**

#### **PROBLEM/ISSUE STATEMENT**

On April 27 2009, the council authorized a loan application for the issuance of Department of Natural Resources and Conservation revenue bonds to pay for the cost of the Zone 4 Water Reservoir Project. The Zone 4 Water Reservoir Project, which includes construction of a 2 million gallon reservoir and a pump station, is primarily intended to support existing capacity for the area northwest of Ironwood Subdivision.

The resolution authorizes the issuance and fixes the terms and conditions of the bond.

#### **ALTERNATIVES ANALYZED**

The Council may:

- Approve the resolution fixing the form and detail of the DNRC loan; or
- Not approve the resolution fixing the form and detail of the DNRC loan.

#### **FINANCIAL IMPACT**

Department of Natural Resources and Conservation , through its Drinking Water State Revolving Fund Program, offers low interest loans that fund water projects with no closing costs. The Zone 4 Reservoir project loan is \$7,412,000 at 3.75% for 20 years.

#### **RECOMMENDATION**

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

#### **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Link: [Zone 4 resolution](#)

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## 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 \$7,412,000 WATER SYSTEM REVENUE BOND (DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM), SERIES 2009D; 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 September 14, 2009, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand officially this \_\_\_\_\_ day of September, 2009.

---

City Clerk

**SUPPLEMENTAL RESOLUTION**

Relating to

**\$7,412,000**

**WATER SYSTEM REVENUE BOND**

**(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM)  
SERIES 2009D**

**CITY OF BILLINGS, MONTANA**

Adopted: September 14, 2009

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

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RESOLUTION NO. \_\_\_\_\_

RESOLUTION RELATING TO \$7,412,000 WATER SYSTEM  
REVENUE BOND (DNRC DRINKING WATER STATE  
REVOLVING LOAN PROGRAM), SERIES 2009D 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 2009D Loan (as hereinafter defined) from the Revolving Fund to enable the Borrower to finance, refinance or reimburse itself for the costs of the 2009D 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 2009D Bond (as hereinafter defined) to evidence the 2009D Loan for the purposes set forth herein; and

WHEREAS, the DNRC will fund the Loan (as hereinafter defined) entirely with proceeds of EPA federal capitalization grants, either directly or as that portion of Recycled Money (as hereinafter defined) that is allocable solely to EPA federal capitalization grants.

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 Original Resolution (as amended by Article XII below), the Indenture, in Article XII below, 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 Series 2009D 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, means a surcharge on the 2009D Loan charged by the DNRC to the Borrower equal to (seventy-five hundredths of one percent) 0.75% per annum on the outstanding principal amount of the 2009D Loan, payable by the Borrower on the same dates that payments of interest on the 2009D 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, and any Additional Bonds; “Bonds” does not include the Series 2009A Bond.

“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 2009D Bond to the DNRC.

“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 2009D 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 2009D 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 2009D 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.

“Fund” means the Water System Fund established pursuant to Section 11.1 of the Original Resolution.

“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 one percent (1.00%) per annum on the outstanding principal amount of the 2009D Loan, payable on the same dates that payments of interest on the 2009D Loan are due.

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

“Original Resolution” means Resolution No. 05-18329 of the Borrower adopted on September 12, 2005, as amended and supplemented by Resolution No. 09-18852 adopted by the City Council of the City on July 27, 2009.

“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 2005 Project, the 2009 Project, and the 2009D 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.

“Recycled Money” means payments and prepayments of principal of any loans made under the Program, and any other amounts transferred to the Principal Subaccount in the Revenue Subaccount in the State Allocation Account.

“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 2009D 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.

“Reserve Requirement” means, as of the date of calculation, an amount equal to the maximum 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 No. 09-18852 and 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 Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2005, issued by the Borrower, in the original principal amount of \$17,300,000 pursuant to the Resolution as then in effect.

“Series 2009A Bond” means the Subordinate Lien Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Taxable Series 2009A, issued by the Borrower, in the original principal amount of \$416,300 pursuant to the Resolution as then in effect.

“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 Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009C, issued by the Borrower, in the original principal amount of \$2,750,000 pursuant to the Resolution as then in effect.

“Series 2009D Bond” means the \$7,412,000 Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009D, issued to the DNRC to evidence the 2009D Loan.

“State” means the State of Montana.

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

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

“Supplemental Resolution” means this Resolution No. \_\_\_\_\_ of the Borrower adopted on September 14, 2009.

“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.

“2005 Project” means the costs of the facilities, improvements and activities financed in part with proceeds of the Series 2005 Bond.

“2009D 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 2009D Project and to pay costs of issuance of the Series 2009D Bond.

“2009D 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 2009D 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 2009D Project;

Appendix B: the form of the Series 2009D 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 2009D 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 acquire and construct the 2009D Project.

(d) Outstanding Bonds. Pursuant to the Act and the Original Resolution, the Borrower has issued, and has outstanding, its Series 2005 Bond, Series 2009A Bond, Series 2009B Bond, and Series 2009C Bond. The Series 2005 Bond, the Series 2009B Bond, and the Series 2009C 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. The Series 2009A Bond is a Subordinate Lien Obligation payable out of available Surplus Net Revenues in the Replacement and Depreciation Account or the Surplus Account in the Water System Fund of the Borrower.

(e) Additional Bonds. The Borrower reserved the right under Section 10.3 of the Original 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 Financial Services Manager 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. Based on a certificate executed or to be executed by the Mayor and Financial Services Manager or either of them, it is hereby determined that the Borrower is authorized to issue the Series 2009D Bond in the maximum principal amount of \$7,412,000 pursuant to Section 10.3 of the Original Resolution, payable from and secured by the Net Revenues on a parity with the outstanding Series 2005 Bond, Series 2009B Bond, and Series 2009C 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 2009D Bond and to carry out and

consummate all transactions contemplated by the Supplemental Resolution, the Series 2009D 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 2009D Bond and the Collateral Documents and the incurrence of the Debt evidenced by the Series 2009D 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 2009D Bond and the Collateral Documents, or the financial condition of the Borrower, or the transactions contemplated by the Resolution, the Series 2009D Bond and the Collateral Documents or the validity and enforceability of the Resolution, the Series 2009D 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 2009D Project, the Series 2009D Bond or any Collateral Documents and the period for filing any such petition will have expired before issuance of the Series 2009D Bond.

(c) Borrowing Legal and Authorized. The adoption of this Supplemental Resolution, the execution and delivery of the Series 2009D Bond and the Collateral Documents and the consummation of the transactions provided for in this Supplemental Resolution, the Series 2009D Bond and the Collateral Documents and compliance by the Borrower with the provisions of the Resolution, the Series 2009D 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 2009D 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 2009D 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 2009D Bond and the Collateral Documents (including any necessary water rate increase) or for the 2009D 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 2009D 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 2009D 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 2009D Project. The 2009D 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 2009D 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 2009D Bond and the Collateral Documents and to pledge any revenues or other property pledged to the payment of the Series 2009D 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 2009D 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 2009D 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 2009D 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 2009D Bond;

(2) The Borrower shall forthwith, after the execution and delivery of the Series 2009D 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 2009D 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(e) of the Original Resolution. 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 2009D Project shown separately; and

(2) when adopted, the final budget for the System, with items for the 2009D 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 the 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 180 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:

- (i) 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;
- (ii) A balance sheet as of the end of the fiscal year;
- (iii) The number of premises connected to the System at the end of the fiscal year;
- (iv) The amount on hand in each account of the Fund at the end of the fiscal year;
- (v) 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
- (vi) A determination that the report shows full compliance by the Borrower with the provisions of the Resolution during the fiscal year covered thereby, including proper segregation of the capital expenditures from operating expenses, maintenance of the required balance in the Reserve Account, and receipt of Net Revenues during each fiscal year at least equal to 125% of the maximum amount of principal and interest payable on outstanding Parity Bonds in any subsequent fiscal year, or, if the report should reveal that the revenues have been insufficient for compliance with the Resolution, or that the methods used in accounting for such revenues were contrary to any provision of the 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 180 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 the Resolution.

(g) 2009D Project Accounts. The Borrower shall maintain 2009D 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 and ARRA. The Borrower has complied and shall comply with all conditions and requirements of the Safe Drinking Water Act pertaining to the 2009D Loan and the 2009D 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 2009D Bond or any other funds of the Borrower in respect of the 2009D Project or the Series 2009D 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 2009D 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 2009D 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 2009D 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 2009D 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 2009D 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 2009D 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 2009D Loan it will not contract with or permit any Private Person to manage the 2009D 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 2009D 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 2009D 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 2009D 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 2009D 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 2009D 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 2009D 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 2009D 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 2009D 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 2009D 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 2009D Project

**Section 3.1 Use of Proceeds.** The Borrower shall apply the proceeds of the 2009D Loan from the DNRC solely as follows:

(a) The Borrower shall apply the proceeds of the 2009D Loan solely to the financing, refinancing or reimbursement of the costs of the 2009D Project as set forth in Appendix A hereto and this Section 3.1. The 2009D Loan will be disbursed in accordance with ARTICLE IV hereof and Article VII of the Indenture. If the 2009D Project has not been completed prior to Closing, the Borrower shall, as quickly as reasonably possible, complete the 2009D Project and expend proceeds of the 2009D Loan to pay the costs of completing the 2009D Project.

(b) No portion of the proceeds of the 2009D 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 2009D 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 2009D Project. Set forth in Appendix A to this Supplemental Resolution is a description of the 2009D 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 2009D Project may consist of more than one facility or activity), and an estimated budget relating to the 2009D Project. The 2009D 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 2009D Project, an increase or decrease in the amount of Loan proceeds which will be required to complete the 2009D Project and whether the change will materially accelerate or delay the construction schedule for the 2009D Project;

(b) A written consent to such change in the 2009D Project by an Authorized DNRC Officer;

(c) An Opinion or Opinions of Bond Counsel stating that the 2009D 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 2009D 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 2009D 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 2009D 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 2009D Loan to pay costs of the 2009D Project or as to the availability of additional funds under the Program to increase the principal amount of the Loan.

Section 3.3 2009D Project Representations and Covenants. The Borrower hereby represents to and covenants with the DNRC that:

- (a) all construction of the 2009D 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 2009D 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 2009D 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; and
- (d) the 2009D 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;

Section 3.4 Completion or Cancellation or Reduction of Costs of the 2009D Project.

- (a) Upon completion of the 2009D Project, the Borrower shall deliver to the DNRC a certificate stating that the 2009D 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 2009D Project, a separate completion certificate shall be delivered for each.
- (b) If all or any portion of the 2009D 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 \$7,412,000 (the "Committed Amount") for the purposes of financing, refinancing or reimbursing the Borrower for the costs of the 2009D Project; provided the DNRC shall not be required to loan any proceeds of the State Bonds to the Borrower after \_\_\_\_\_, 20\_\_\_\_\_. The Committed Amount may be reduced as provided in Sections 3.2(a) and 3.4 of this Supplemental Resolution. The 2009D Loan shall be disbursed as provided in this Section 4.1. The DNRC intends to disburse the 2009D Loan through the Trustee.

(a) In consideration of the issuance of the Series 2009D Bond by the Borrower, the DNRC shall make, or cause the Trustee to make, a disbursement of all or a portion of the 2009D Loan upon receipt of the following documents:

- (1) an Opinion of Bond Counsel as to the validity and enforceability of the Series 2009D Bond and the security therefor and stating in effect that interest on the Series 2009D 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 2009D Bond, fully executed and authenticated;
- (3) a certified copy of the Original 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 2009D 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 2009D 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 2009D Loan to pay costs of the 2009D 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 2009D 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 2009D 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 2009D Loan disbursement, the Trustee shall note such disbursement on Schedule A to the Series 2009D Bond.

(g) The Borrower agrees that it will deposit in the Reserve Account upon receipt thereof any proceeds of the 2009D Loan borrowed for the purpose of increasing the balance in the Reserve Account to the Reserve Requirement. The Borrower further acknowledges and agrees that any portions of the 2009D 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 Revenue Bond Account. The amount of any such transfer shall be a credit against the interest payments due on the Series 2009D 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 Original 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 2009D 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 2009D Bond shall terminate upon payment in full of all amounts due under the Series 2009D Bond and the Resolution in

respect thereof; provided, however, that the covenants and obligations provided in ARTICLE VI and Section 10.3 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 2009D LOAN

Section 5.1 Repayment of 2009D 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 on the outstanding principal amount of the 2009D Loan at the rate of seventy-five hundredths of one percent (0.75%) per annum and a Loan Loss Reserve Surcharge equal to one percent (1.00%) per annum on the outstanding principal amount of the 2009D Loan. For purposes of this Supplemental Resolution and the Program, the term “Interest on the Loan” or “Interest on the 2009D 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) (a) interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal balance of the 2009D Loan shall be payable on each January 1 and July 1, beginning on January 1, 2010 and concluding on July 1, 2029; and

(b) the principal of the 2009D Loan shall be repayable on each Payment Date, beginning on January 1, 2010 and concluding on July 1, 2029, and the amount of each principal payment shall be calculated on the basis of an interest rate of 3.75% per annum; provided that principal of the 2009D 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 2009D Loan shall be due on the dates and in the amounts shown in Schedule B to the Series 2009D 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 2009D Bond. Upon each disbursement of 2009D 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 2009D 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 2009D 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 2009D Project has been delivered to the DNRC, the Trustee shall revise Schedule B to the Series 2009D 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 2009D 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 2009D Bond, including, but not limited to:

(a) the cost of reproducing this Supplemental Resolution, the Collateral Documents and the Series 2009D 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 2009D 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 2009D Bond, whether or not the Series 2009D Bond are 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 2009D 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 2009D 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, if applicable, Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of

principal prepaid. If the Series 2009D Bond are 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 2009D Bond and to perform its other agreements contained in the Resolution, the Series 2009D 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 2009D Bond, (b) shall perform all its other agreements in the Resolution, the Series 2009D Bond and the Collateral Documents and (c) shall not terminate the Resolution, the Series 2009D 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 2009D 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 2009D 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 2009D 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 2009D 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 2009D 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 2009D 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 2009D Bond.

Section 7.2 Assignment by DNRC. The DNRC will pledge its rights under and interest in the Resolution, the Series 2009D 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 2009D 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, and the Series 2009D 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 2009D 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, and the Series 2009D 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 2009D 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 2009D Bond to evidence the 2009D Loan. The Series 2009D Bond are issued to the DNRC without public sale pursuant to Montana Code Annotated, Section 7-7-4433(2)(a).

Section 8.3 Terms. The Series 2009D 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 2009D Loan. The principal of and interest on the Series 2009D 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 2009D Bond shall be deemed made when advances of the 2009D Loan are made under Section 4.1, and such advances shall be payable in accordance with Schedule B to the Series 2009D 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 2009D Bond, in whole or in part, only upon the terms and conditions under which it can prepay the 2009D Loan under Section 5.3.

**Section 8.4 Negotiability, Transfer and Registration.** The Series 2009D 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 2009D 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 2009D Bond shall be negotiable, subject to the provisions for registration and transfer contained in this Section. No transfer of the Series 2009D 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 2009D Bond, and (2) the Financial Services Manager of the Borrower (or successors, the “Registrar”), as Bond Registrar, has duly noted the transfer on the Series 2009D 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 2009D Bond is registered as the absolute owner of the Series 2009D 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 2009D Bond shall be executed on behalf of the Borrower by the manual signatures of the City Administrator, Mayor, Financial Services Manager, and City Clerk. Any or all of such signatures may be affixed at or prior to the date of delivery of the Series 2009D Bond. The Series 2009D 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 2009D Bond shall cease to be officers of the Borrower before the Series 2009D Bond are issued or delivered, their signatures shall remain binding upon the Borrower. Conversely, the Series 2009D 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 2009D Bond shall be delivered to the DNRC, or its attorney or legal representative.

**Section 8.6 Form.** The Series 2009D Bond shall be prepared in substantially the form attached as Appendix B.

**Section 8.7 2009D Acquisition and Construction Account.** The 2009D Acquisition and Construction Account (the “2009 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 2009D

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 2009D Bond. To the 2009D Acquisition and Construction Account shall be credited as received the portion of the proceeds of Series 2009D Bond for costs of the 2009D Project and for costs of issuance of the Series 2009D Bond and any other funds appropriated by the Borrower to the 2009D Acquisition and Construction Account for improvements to the System, and all income received from the investment of the 2009D Acquisition and Construction Account.

## ARTICLE IX

### SECURITY FOR THE SERIES 2009D BOND

The Series 2009D Bond is issued as an Additional Bond under Article 10 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, and any other Additional Bonds issued under the provisions of Article 10 of the Original Resolution, as amended hereby, 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 2009D Bond, the Financial Services Manager shall transfer from available funds of the System or proceeds of the Series 2009D Bond such amount or amounts to the Reserve Account to cause the balance therein to equal the Reserve Requirement, treating such principal amount as outstanding. Upon the first advance of proceeds of the Series 2009D Bond, the deposit to the Reserve Account shall be sufficient to cause the balance in the Reserve Account to equal the Reserve Requirement in respect of the Series 2005 Bond, Series 2009B Bond, the Series 2009C Bond, and the principal of the Series 2009D Bond so advanced. 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 2009D Bond.

## ARTICLE X

### TAX MATTERS

Section 10.1 Use of 2009D Project. The 2009D 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 2009D Project or the System or security for the payment of the Series 2009D Bond which might cause the Series 2009D 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 2009D 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 2009D 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 2009D 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 City Administrator, Mayor, Financial Services Manager, and City Clerk, being the officers of the Borrower charged with the responsibility for issuing the Series 2009D 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 2009D Bond, it is reasonably expected that the proceeds of the Series 2009D Bond will be used in a manner that would not cause the Series 2009D 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 2009D 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 2009D Bond from gross income for federal income tax purposes, unless the Series 2009D 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 2009D 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 Financial Services Manager 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 November 15, 2009, a statement concerning the Series 2009D Bond containing the information required by Section 149(e) of the Code.

Section 10.6 “Qualified Tax-Exempt Obligations.” Pursuant to Section 265(b)(3)(B)(ii) of the Code, the Borrower hereby designates the Series 2009D Bond as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. The Borrower has not designated any obligations in 2009 other than its \$495,000 Special Improvement District No. 1384 Bonds, the Series 2009B Bond, the Series 2009C Bond, and the Series 2009D Bond under Section 265(b)(3). The Borrower hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265(b)(3) of the Code and including “qualified 501(c)(3) bonds” but excluding other “private activity bonds,” as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the Borrower and all “subordinate entities” of the Borrower in 2009 in an amount greater than \$30,000,000.

## ARTICLE XI

### CONTINUING DISCLOSURE

The Borrower understands and acknowledges that the DNRC is acquiring the Series 2009D 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 Council 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 Financial Services Manager 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 XII

### MISCELLANEOUS

Section 12.1 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, 7<sup>th</sup> Floor  
Seattle, Washington 98101

Borrower: City of Billings

PO Box 1178  
Billings, Montana 59103  
Attn: Financial Services Manager

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 12.2 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 12.3 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 12.4 Amendments. This Supplemental Resolution may not be effectively amended without the written consent of the DNRC.

Section 12.5 Applicable Law. This Supplemental Resolution shall be governed by and construed in accordance with the internal laws of the State.

Section 12.6 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 12.7 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 12.8 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 2009D 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 2009D Bond.

Section 12.9 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 2009D Project or the facility or facilities of which the 2009D 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 12.10 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 2009D 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 2009D 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 12.11 Date. This Supplemental Resolution shall take effect immediately.

Adopted by the City Council of the City of Billings, Montana, on this 14th day of September, 2009.

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Mayor

Attest: \_\_\_\_\_  
City Clerk

(SEAL)

## APPENDIX A

### Description of the 2009D Project

The 2009D Project generally consists of installing a composite elevated water storage tank and related improvements.

## APPENDIX B

[Form of the Series 2009D 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 2009D

R-1	\$7,412,000.00
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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 at the rates of seventy-five hundredths of one percent (0.75%) and one percent (1.00%), respectively, 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 January 1, 2010. 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 2009D 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 three and seventy-five hundredths percent (3.75%) 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 \$7,412,000 (the “Series 2009D Bond”). The Series 2009D 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”) and to pay costs of issuance of the Series 2009D Bond. The Series 2009D Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Part 44, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution 05-18329 (the “Original Resolution”), adopted by the City Council on September 12, 2005, as amended and supplemented by Resolution Nos. 09-18852 and \_\_\_\_\_, adopted July 27, 2009 and September 14, 2009, respectively (as so amended and supplemented, the “Resolution”). The Series 2009D Bond is issuable only as a single, fully registered bond. The Series 200DC Bond is issued on a parity with the Borrower’s outstanding 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”), and Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009C (the “Series 2009C Bond”). The Borrower has also issued a Subordinate Lien Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Taxable Series 2009A (the “Series 2009A 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 2009D Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Series 2005 Bond, the Series 2009B Bond, the Series 2009C Bond, and the Series 2009D 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 2009D Bond.

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

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

The Borrower may deem and treat the person in whose name this Series 2009D Bond is registered as the absolute owner hereof, whether this Series 2009D Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The Series 2009D 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 maximum amount of principal and interest payable in any subsequent fiscal year on all such Bonds; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce in each fiscal year Net Revenues in excess of such current expenses, equal to 125% 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, 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, Series 2009C Bond, the Series 2009D Bond, and additional parity Bonds on such Net Revenues; that all provisions for the security of the holder of this Series 2009D Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2009D Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this Series 2009D Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2009D Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its City Administrator, Mayor, the Financial Services Manager, 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 \_\_\_\_\_, 2009.

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City Administrator

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Financial Services Manager

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Mayor

(SEAL)

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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 Financial Services Manager 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 Financial Services Manager</u>
, 2009	<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 Financial Services Manager 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 A**  
**SCHEDULE OF AMOUNTS ADVANCED**

## 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**

**Regular : 3.**

**Date: 09/14/2009**

**TITLE: Fixing the form and detail of Series 2009 sidewalk bonds**

**PRESENTED BY:** Patrick M. Weber

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

On August 24, 2009, City Council approved a resolution awarding the negotiated sale for pooled sidewalk bonds Series 2009. Montana & Wyoming Oil Company purchased the bonds at an interest rate of 5.95%. The following resolution outlines the form and detail of the bonds.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the resolution fixing the form and detail of Series 2009 sidewalk bonds; or
- Not approve the resolution fixing the form and detail of Series 2009 sidewalk bonds.

**FINANCIAL IMPACT**

After the council approves the resolution, the bond closing will take place.

**RECOMMENDATION**

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

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [SW Series 2009 bond resolution](#)

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## CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Yellowstone County, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION RELATING TO \$297,000 POOLED SPECIAL SIDEWALK, CURB, GUTTER AND ALLEY APPROACH BOND, SERIES 2009; CREATING SPECIAL SIDEWALK, CURB, GUTTER AND ALLEY APPROACH FUND AND PRESCRIBING COVENANTS OF THE CITY FOR THE SECURITY OF THE HOLDERS OF THE BOND" (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 September 14, 2009, and that the meeting was duly held by the City Council Members 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 and seal officially this \_\_\_\_\_ day of September, 2009.

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City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION RELATING TO \$297,000 POOLED SPECIAL  
SIDEWALK, CURB, GUTTER AND ALLEY APPROACH  
BOND, SERIES 2009; CREATING SPECIAL SIDEWALK,  
CURB, GUTTER AND ALLEY APPROACH FUND AND  
PRESCRIBING COVENANTS OF THE CITY FOR THE  
SECURITY OF THE HOLDERS OF THE BOND

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

Section 1. Recitals. It is hereby found, determined and declared as follows:

1.01 Sale of Pooled Special Sidewalk, Curb, Gutter and Alley Approach Bond. This Council, by Resolution No. 09-18856, adopted August 10, 2009, authorized the issuance and public sale of pooled special sidewalk, curb, gutter and alley approach bonds of the City in the aggregate principal amount of \$297,000 (the “Bond”) for the purpose of financing the construction of certain sidewalks, curbs, gutter and alley approach projects (the “Projects”; each, a “Project”) heretofore ordered by this Council pursuant to Resolution Nos. 07-18545 and 08-18715, adopted April 9, 2007 and June 9, 2008, respectively, and as set forth on Exhibit A hereto, as the W.O. 05-02, Miscellaneous/Developer-Related Improvements (the “Miscellaneous Improvements”), and the W.O. 02-08 Milton Lane School Route Improvements (the “Milton Lane School Route Improvements”) (together, the “Improvements”). Advertisements for bids for the purchase of the Bond were published in accordance with the provisions of Montana Code Annotated, Sections 7-12-4204, 7-7-4252 and 17-5-106 (the “Act”). There were no bidders at the public sale conducted in accordance with applicable statutory provisions and scheduled for the August 24, 2009 meeting of the Council. As authorized by the Act, the City obtained an offer to purchase the Bond from Montana & Wyoming Oil Company, of Billings, Montana (the “Purchaser”). The Purchaser has agreed to purchase from the City the Bond at a purchase price of \$297,000, plus accrued interest thereon from the date of original issue of the Bond, at the interest rate of 5.95% per annum. The Purchaser is purchasing the Bond as an investment and has no intention to sell the Bond.

In Resolution Nos. 07-18545 and 08-18715, adopted April 9, 2007 and June 9, 2008, respectively, respectively, this Council found that it is in the public interest, and in the best interest of the City and the properties, to secure payment of principal of and interest on the Bond by the Special Improvement District Revolving Fund of the City, on the basis of the factors required to be considered under Section 7-12-4225 of the Act. Those findings are hereby ratified and confirmed.

1.02 Costs. It is currently estimated that the costs and expenses to be assessed against properties benefited by the Improvements, including costs of preparation of plans, specifications, maps, profiles, engineering superintendence and inspection, preparation of assessment rolls, expenses of making the assessments, the cost of work and materials under the construction contract and all other costs and expenses, including the deposit of proceeds in the Revolving Fund, is not less than \$297,000 (\$244,000 for the Miscellaneous Improvements, and \$53,000 for

the Milton Lane School Route Improvements). Such amount will be levied and assessed upon the assessable real property benefited by the Improvements. This Council has jurisdiction and is required by law to levy and assess such amount, to collect such special assessments and credit the same to the pooled special sidewalk, curb, gutter and alley approach sinking fund created for the Improvements, which fund is to be maintained on the official books and records of the City separate from all other City funds, for the payment of principal and interest when due on the bonds herein authorized.

1.03 Compliance with Constitution and Statutes. All acts, conditions and things required by the Constitution and laws of the State of Montana, including Montana Code Annotated, Title 7, Chapter 14, Part 41, and Title 7, Chapter 12, Parts 41 and 42, as amended, in order to make the Bond valid and binding special obligations in accordance with their terms and in accordance with the terms of this resolution have been done, do exist, have happened and have been performed in regular and due form, time and manner as required.

Section 2. \$297,000 Pooled Special Sidewalk, Curb, Gutter and Alley Approach Bond, Series 2009.

2.01 Principal Amount, Maturities, Date, Denominations and Interest Rate. For the purpose of paying the costs and expenses incurred in the construction of the Improvements and in anticipation of the collection of special assessments to be levied therefor, and in accordance with the contract of sale described in Section 1.01, the City shall forthwith issue and deliver to the Purchaser its Pooled Special Sidewalk, Curb, Gutter and Alley Approach Bond, Series 2009, in the aggregate principal amount of \$297,000, payable solely from the 2009 Pooled Special Sidewalk, Curb, Gutter and Alley Approach Sinking Fund of the City (the “2009 Sidewalk Sinking Fund”). The Bond shall be issued as a single amortized bond in the principal amount of \$297,000 and bear interest at the rate of 5.95% per annum from the date of delivery until paid. Equal installments of principal and interest on the Bond shall be payable on each January 1 and July 1, commencing January 1, 2010 and continuing through July 1, 2021 in the amounts as shown on the schedule attached hereto as Exhibit C. The Bond shall represent all of the principal installments of the issue.

2.02 Registered Form; Payment. The Bond shall be issuable only in fully registered form, and the ownership of the Bond shall be transferred only upon the Bond Register of the City hereinafter described. Principal of and premium, if any, and interest on the Bond are payable in lawful money of the United States of America. Principal and premium, if any, shall be payable by wire transfer in immediately available funds to such account as the Holder of the Bond shall direct the Registrar, or otherwise by check or draft drawn on the Registrar hereinafter described, upon presentation and surrender of the Bond at maturity or upon redemption at the principal office of the Registrar; provided, however, the Holder shall not be required to surrender the Bond upon partial payment or partial redemption of the Bond, but only upon final maturity. Principal and interest on the Note shall be payable on January 1 and July 1 in each year, commencing January 1, 2010, by wire transfer in immediately available funds to such account as the Holder of the Bond shall direct the Registrar or otherwise by check or draft of the Registrar mailed to the owners of record thereof as such appear in the Bond Register as of the close of business on the first day of month in which the payment date occurs, whether or not such day is a business day.

2.03 Registration. The City hereby appoints the Financial Services Manager, to act as bond registrar, transfer agent and paying agent (the “Registrar”). The City reserves the right to appoint a bank, trust company or fiscal company as successor bond registrar, transfer agent or paying agent, as authorized by the Model Public Obligations Registration Act of Montana (the “Act”), but the City agrees to pay the reasonable and customary charges of the Registrar for the services performed. This Section 2.04 shall establish a system of registration for the Bond as defined by the Act. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

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

(b) Transfer. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of the transfer of any Bond or principal installment thereof to be selected or called for redemption. No transfer or exchange of a Bond shall affect its order of registration for purposes of redemption pursuant to Section 2.05.

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

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

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

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

(g) Taxes, Fees and Charges. For every transfer of Bonds or exchange of Bonds (except for an exchange upon the partial redemption of any Bond pursuant to Section 2.05), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

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

2.04 Execution, Registration and Delivery of Bond. The Bond shall be prepared under the direction of the Financial Services Manager and shall be executed on behalf of the City by the signatures of the Mayor, the Financial Services Manager and the City Clerk and sealed with the official seal of the City; provided that the seal and all signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Bond shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificate of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Bond shall be delivered by the Registrar to the Purchaser upon payment of \$297,000 for the principal of the Bond plus accrued interest from the registration date to the date of such delivery and payment. The Purchaser shall not be obligated to see to the application of the purchase price, but from the proceeds of the Bond the Financial Services Manager shall credit forthwith the balance of such proceeds to the Construction Subaccounts in the respective Project Accounts in the 2009 Sidewalk Sinking Fund to be used solely for the payment of the cost and expenses necessarily incurred in the construction of the Improvements and costs of issuance and sale of the Bond, except that the accrued interest received shall be deposited in the Interest Subaccounts in the respective Project Accounts in the 2009 Sidewalk Sinking Fund and applied in payment of interest on the Bond when due.

2.05 Prepayment; when Mandatory Redemption Required. The principal installments of the Bond are subject to mandatory redemption in order of registration on any interest payment date if, after paying all principal and interest then currently due on the Bond, there are monies available in or to the credit of the 2009 Sidewalk Sinking Fund, either from the prepayment of assessments or from surplus proceeds of the Bond not required to pay costs of the Improvements, for the redemption thereof, and in the manner provided for the redemption of the same. The principal installments of the Bond are subject to redemption at the option of the City from other sources of funds available therefor on any interest payment date. The redemption price is equal to the amount of the principal installment or installments of the Bond to be redeemed plus interest accrued thereon to the date of redemption, without premium. The date of redemption shall be fixed by the Financial Services Manager, who shall give notice by first class mail, postage prepaid, to the owner or owners of the Bond at their address shown on the bond register, of the numbers of the principal installments to be redeemed and the date on which payment will be made, which date shall not be less than ten days after the date of mailing of notice, on which date so fixed interest shall cease. On the date so fixed interest on the principal installments of the Bond so redeemed shall cease to accrue.

2.06 Form of Bond. The Bond shall be prepared in substantially the form set forth in Montana Code Annotated, Section 7-12-4203, as more fully set forth in Exhibit B hereto and by this reference made a part hereof.

2.07 Application of Proceeds. The Purchaser shall not be obligated to see to the application of the purchase price. The Financial Services Manager shall credit forthwith the proceeds of the Bond as follows:

(a) Deposit to the credit of the Interest Subaccounts in the respective Project Accounts in the 2009 Sidewalk Sinking Fund the amount of accrued interest, if any, paid by the Purchaser thereof to the date of delivery of the Bond, in proportion to the principal amounts of the Bond allocable to each of the Projects, as set forth in Section 1.02, which will be applied to payment of interest on the Bond when due;

(b) Deposit \$14,850 to the Revolving Fund (\$12,200 for the Miscellaneous Improvements, and \$2,650 for the Milton Lane School Route Improvements); and

(c) Deposit the balance of the proceeds to the Construction Subaccounts in the respective Project Accounts, in proportion to the principal amounts of the Bond allocable to each of the Projects, including costs of issuance, to be used for the purposes described in Section 3.02.

### Section 3. 2009 Pooled Special Sidewalk, Curb, Gutter and Alley Approach Sinking Fund.

3.01 2009 Sidewalk Sinking Fund. The 2009 Sidewalk Sinking Fund is hereby created and designated as the “2009 Pooled Special Sidewalk, Curb, Gutter and Alley Approach Sinking Fund.” The 2009 Sidewalk Sinking Fund shall be maintained as a separate bookkeeping account by the Financial Services Manager on the books and records of the City. Within the 2009 Sidewalk Sinking Fund there shall be maintained separate accounts for the Miscellaneous

Improvements and the Milton Lane School Route Improvements shown on Exhibit A hereto, designated accordingly (collectively, the “Project Accounts”). Within each Project Account there shall be maintained three separate subaccounts, designated as the “Construction Subaccount,” the “Principal Subaccount” and the “Interest Subaccount,” respectively.

**3.02 Construction Subaccounts.** There shall be credited to the Construction Subaccount in each of the Project Accounts the proceeds of the sale of the Bond, less any interest accrued thereon to the date of delivery to the Purchaser. All costs and expenses of constructing the Improvements to be paid from proceeds of the Bond shall be paid from time to time as incurred and allowed from the Construction Subaccount in the respective Project Accounts in accordance with the provisions of applicable law, and moneys in such Construction Subaccount shall be used for no other purpose; provided that after all claims and expenses with respect to the Improvements have been fully paid and satisfied, any moneys remaining in the Construction Subaccount shall be transferred to the Principal Subaccount in the Project Account for the Project and applied to the redemption of the Bond.

**3.03 Principal Subaccounts and Interest Subaccounts.** Moneys in the Principal Subaccounts and the Interest Subaccounts shall be used only for payment of the principal of and interest on the Bond as such payments become due, or to prepay and redeem the Bond. Upon the collection of the installment of principal and interest due on November 30 and May 31 of each year on the special assessments to be levied with respect to the Improvements, the Financial Services Manager shall credit to the Interest Subaccounts in the respective Project Accounts so much of said special assessments as is collected as interest payment, and credit the balance of such assessments to the Principal Subaccounts. Any installment of any special assessment paid prior to its due date with interest accrued thereon to the nearest bond call date shall be credited with respect to principal and interest payments in the same manner as other assessments are credited to the 2009 Sidewalk Sinking Fund. All moneys in the Interest Subaccounts and the Principal Subaccounts shall be used first to pay interest due, and any remaining moneys shall be used to pay the Bond then due and, if moneys are available, to redeem the Bond or principal installments thereof in accordance with Section 2.05; provided that any money transferred to the Principal Subaccount from the Construction Subaccount pursuant to Section 3.02 or any prepaid special assessments shall be applied to redeem the Bond or principal installments thereof to the extent possible on the next interest payment date for which notice of redemption may properly be given pursuant to Section 2.05. Redemption of the Bond from the Principal Subaccount shall be in order of the principal installments they represent as provided in Section 2.05, and interest shall be paid from the Interest Subaccount as accrued thereon to the date of redemption, in accordance with the provisions of Montana Code Annotated, Sections 7-12-4206.

**3.04 Loans From Revolving Fund.** The Council shall annually or more often if necessary issue an order authorizing a loan or advance from the Special Improvement District Revolving Fund to each of the Project Accounts in an amount sufficient to make good any deficiency then existing in the Interest Subaccount in the Project Account, and shall issue an order authorizing a loan or advance from the Revolving Fund to the Project Account in an amount sufficient to make good any deficiency then existing in the Principal Subaccount of the Project Account, to the extent that moneys are available in the Revolving Fund. Pursuant to Ordinance No. 1096 and in connection with the public offering of the Bond, the City has undertaken and agreed to provide funds for the Revolving Fund by levying such tax or making

such loan from the General Fund as authorized by Montana Code Annotated, Section 7-12-4222. In the event that the balance on hand in the Revolving Fund fifteen days prior to any date when interest is due on special improvement district bonds and sidewalk, curb, gutter and alley approach warrants of the City is not sufficient to make good all deficiencies then existing in the improvement district fund or sidewalk, curb, gutter and alley approach fund for which the City has promised to make loans from the Revolving Fund, the balance on hand in the Revolving Fund shall be allocated to the funds in which such deficiencies then exist in proportion to the amounts of the deficiencies on the respective dates of receipt of such money, until all interest accrued on such special improvement district bonds and sidewalk, curb, gutter and alley approach warrants of the City has been paid. On any date when all accrued interest on special improvement district bonds and sidewalk, curb, gutter and alley approach warrants of the City payable from funds for which the City has promised to make loans from the Revolving Fund has been paid, any balance remaining in the Revolving Fund shall be loaned or advanced to the improvement district fund or sidewalk, curb, gutter and alley approach fund for payment and redemption of bonds or warrants to the extent the improvement district fund or sidewalk, curb, gutter and alley approach fund is deficient for such purpose, in an amount proportionate to the amount of such deficiency.

The City hereby determines, covenants and agrees to levy the property tax described in the immediately preceding paragraph to provide funds for the Revolving Fund so long as any Bonds are outstanding to the extent required under the provisions of this Resolution and the Act, even though such property tax levy may, under applicable law or provisions of the home rule charter of the City, require that property tax levies of the City for other purposes be reduced correspondingly.

Section 4. City Covenants. The City covenants and agrees with the holder from time to time of the Bond that until the full principal amount of the Bond and interest thereon is fully paid:

4.01 Compliance with Covenants. The City will hold the 2009 Sidewalk Sinking Fund and the Special Improvement District Revolving Fund of the City created by Ordinance No. 1096, adopted June 3, 1930 (the “Revolving Fund”), as trust funds, separate and apart from all of its other funds, and the City, its officers and agents, will comply with all covenants and agreements contained in this resolution. The covenants hereinabove made with respect to the 2009 Sidewalk Sinking Fund and the Revolving Fund are in accordance with the undertaking and agreement of the City made in connection with the sale of the Bond as set forth in Section 1.01.

4.02 Construction of Improvements. The City will do all acts and things necessary to enforce the provisions of the construction contracts entered into or to be entered into for the Improvements and to ensure the completion of the Improvements in accordance with the plans and specifications therefor and within the time therein provided, and will pay all costs thereof promptly as incurred and allowed, out of the Project Accounts in the Construction Subaccount and within the amount of the bond proceeds appropriated thereto.

4.03 Assessments. The City will do all acts and things necessary for the final and valid levy of special assessments upon all assessable property benefited by the Improvements, in accordance with the Constitution and laws of the State of Montana and the Constitution of the

United States, in an aggregate principal amount not less than \$297,000 of which \$244,000 shall be assessed against properties benefited by the Miscellaneous Improvements, and \$53,000 for the Milton Lane School Route Improvements. Such special assessments shall be levied on each lot or parcel of land in front of which sidewalks, curbs and gutters are to be constructed and each lot or parcel of land having an access via the alley approach and, unless prepaid in full, shall be payable in equal semiannual installments over a period of twelve years, each installment being due in an amount equal to one twenty-fourth (1/24th) of the principal amount of each assessment with interest on the whole amount remaining unpaid at an annual rate equal to the sum of: (i) the average annual interest rate then borne by the outstanding principal of the Bond, plus (ii) one-half of one percent per annum (0.50%), interest being payable with principal installments. The assessments to be levied will be payable on the 30th day of November in each of the years 2009 through 2020, and on the 31st day of May in the years 2010 through 2021. The first partial payment of each such assessment shall include interest on the entire assessment, the date of original registration of the Bond, to January 1, 2010, and each subsequent partial payment shall include interest for six months on the unpaid balance of such special assessment. All installments of special assessments not paid in full on or before the date due shall become delinquent on that date. The assessments shall constitute a lien upon and against the property against which they are made and levied, which lien may be extinguished only by payment of the assessment with all penalties, cost and interest as provided in Montana Code Annotated, Section 7-12-4191. No tax deed issued with respect to any lot or parcel of land shall operate as payment of any installment of assessment thereon which is payable after the execution of such deed, and any tax deed so issued shall convey title subject only to the lien of said future installments, as provided in Montana Code Annotated, Section 15-18-309.

4.04 Re-assess and Re-levy. If at any time and for whatever reason any special assessment or tax herein agreed to be levied is held invalid, the City and this Council, its officers and employees, will take all steps necessary to correct the same and to re-assess and re-levy the same, including the ordering of work, with the same force and effect as if made at the time provided by law, ordinance or resolution relating thereto, and will re-assess and re-levy the same with the same force and effect as an original levy thereof, as authorized in Montana Code Annotated, Section 7-12-4186. Any special assessment, or re-assessment or re-levy shall, so far as practicable, be levied and collected as it would have been if the first levy had been enforced including the levy and collection of any interest accrued on the first levy.

If proceeds of the Bond, including investment income thereon, are applied to the redemption of the Bond, as provided in Montana Code Annotated, Sections 7-12-4205 and 7-12-4206, or if refunding bonds are issued and the principal amount of the outstanding bonds is decreased or increased, the City will reduce or increase, respectively, the assessments levied in the project area and then outstanding pro rata by the principal amount of such prepayment or the increment above or below the outstanding principal amount of bonds represented by the refunding bonds. The City and this Council, its officers and employees will re-assess and re-levy such assessments, with the same effect as an original levy, in such reduced or increased amounts in accordance with the provisions of Montana Code Annotated, Sections 7-12-4176 through 7-12-4178.

4.05 Litigation. There is now no litigation pending or, to the best knowledge of the City, threatened, questioning the validity or regularity of the ordering of the Improvements, any

contract for construction of the Improvements, the levy and collection of special assessments as described herein or the undertaking and agreement of the City to make up any deficiency in the collection of special assessments through the levy of taxes and the making of advances from the Revolving Fund, or the right and powers of the City to issue the Bond, or in any manner questioning the existence of any condition precedent to the exercise of the City's powers in these matters. If any such litigation should be initiated or threatened, the City will forthwith notify in writing the Purchaser, and will furnish the Purchaser a copy of all documents, including pleadings, in connection with such litigation.

Section 5. Tax Matters.

5.01 General Covenant. The City covenants and agrees with the owners from time to time of the 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 Bond to become includable in gross income for federal income tax purposes under the Code and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its powers to ensure that the interest on the Bond will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

5.02 Arbitrage Certification. The Mayor, the City Clerk and the Financial Services Manager, being the officers of the City charged with the responsibility for issuing the Bond pursuant to this resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Bond, it is reasonably expected that the proceeds of the Bond will be used in a manner that would not cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and the Regulations.

5.03 Arbitrage Rebate. The City acknowledges that the Bond is subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Treasury Regulations to preserve the exclusion of interest on the Bond from gross income for federal income tax purposes, unless the Bond qualifies for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no "gross proceeds" of the 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 Mayor, City Clerk and Financial Services Manager are hereby authorized and directed to execute a Rebate Certificate, substantially in the form to be prepared by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

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

**5.05 Qualified Tax-Exempt Obligations.** Pursuant to Section 265(b)(3)(B)(ii) of the Code, the Borrower hereby designates the Bond as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. The Borrower has not designated any obligations in 2009 other than its \$495,000 Special Improvement District No. 1384 Bonds; \$3,083,700 Water System Revenue Bonds (DNRC Drinking Water State Revolving Loan Program), Consisting of \$333,700 Series 2009B Bond and \$2,750,000 Series 2009C Bond; and \$5,746,300 Sewer System Revenue Bonds (DNRC Water Pollution Control State Revolving Loan Program), Consisting of \$359,300 Series 2009B Bond and \$5,387,000 Series 2009C Bond under Section 265(b)(3). The Borrower hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265(b)(3) of the Code and including “qualified 501(c)(3) bonds” but excluding other “private activity bonds,” as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the Borrower and all “subordinate entities” of the Borrower in 2009 in an amount greater than \$30,000,000.

**Section 6. Authentication of Transcript.** The officers of the City are hereby authorized and directed to furnish to the Purchaser and to the attorneys approving the legality of the Bond certified copies of all proceedings relating to the issuance of the Bond and such other certificates and affidavits as may be required to show the right, power and authority of the City to issue the Bond, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the City as to the statements contained therein.

**Section 7. Defeasance.**

**7.01 General.** When the liability of the City on the Bond issued under and secured by this Resolution has been discharged as provided in this Section 7, all pledges, covenants and other rights granted by this Resolution to the owners of the Bond shall cease.

**7.02 Payment.** The City may discharge its liability with reference to any Bond, principal installment thereof or installment of interest thereon which is due on any date by depositing with the Registrar on or before that date a sum sufficient and providing proceeds available for the payment thereof in full; or if any Bond or installment of interest thereon shall not be paid when due, the City may nevertheless discharge its liability with reference thereto by depositing with the Registrar a sum sufficient and providing proceeds available for the payment thereof in full with interest accrued to the date of such deposit.

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

**7.04 Defeasance by Escrow.** The City may also at any time discharge its liability in its entirety with reference to the Bond, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so

deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to provide funds sufficient to pay all principal and interest to become due on all Bonds on or before maturity or, if any Bond has been duly called for redemption or provision irrevocably made therefor, on or before the designated redemption date.

7.05 Irrevocable Deposits. If an officer of the City is the Registrar, any deposit made under this Section 7 with the Registrar shall be irrevocable and held for the benefit of the owners of the Bond in respect of which such deposits have been made.

Section 8. Repeals and Effective Date.

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

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

PASSED by the City Council of Billings, Montana, this 14th day of September, 2009.

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Mayor

Attest:

---

City Clerk

(SEAL)

## EXHIBIT A

### THE IMPROVEMENTS

#### **General Description**

The Bond is being issued to pay a portion of the costs of engineering, reconstructing and installing certain local improvements to benefit certain properties in the City described below consisting of various sidewalk, curb, gutter and alley approach improvements all as a part of the W.O. 05-02, Miscellaneous/Developer-Related Improvements (the “Miscellaneous Improvements”), and the W.O. 02-08, Milton Lane School Route Improvements (the “Milton Lane School Route Improvements”) (together, the “Improvements”) as shown below.

#### **Miscellaneous Improvements**

The Improvements described below constituting the Miscellaneous Improvements will be constructed adjacent to the properties shown under each category of Improvements.

##### **Sidewalk:**

- 2308 through 2328 Pine Street; North side of City Hall Handicap parking space; 543 Lewis Avenue; 503 Avenue F; 44 Nimitz Drive; 2528 Poly Drive; 623 Park Lane; 2322 Wyoming Avenue; 2413 Montana Avenue; 1745 Deep Powder Drive; East side of Veterans Park (parks dept.); Muirwood Drive (Parkland West sub R-O-W); 2532 Broadwater Avenue; 721 to 733 Avenue F; 730 to 746 Avenue F; 501 Avenue C; 2235 Fox Drive; 1624 Avenue D; 175 North 27<sup>th</sup> Street (Wells Fargo bldg); 741 Avenue C

##### **Sidewalk, Curb and Gutter:**

- South side of Avenue F between 6<sup>th</sup> Street West and 7<sup>th</sup> Street West; 4229 Clevenger Avenue; 1432 Crawford Drive; 1229 to 1243 Poly Drive; 1227 Avenue D; 140 Wyoming Avenue; 1621 6<sup>th</sup> Street West; 2326 Hewitt Drive; 2104 Hewitt Drive; Both sides of 19<sup>th</sup> Street West from Colton Drive to the BBWA canal; 1748 4<sup>th</sup> Avenue North; 114 Adams Street; 108 Adams Street; 1706 St. Andrews Drive

##### **Sidewalk, Drive Aprons:**

- 1400 Kootenai Avenue; 1870 High Sierra Boulevard; 452 Katherine Ann Boulevard; 2790 Gabel Road; 1911 King Avenue West

##### **Sidewalk, Curb and Gutter, Drive Aprons:**

- 2270 George Street; 4603 to 4615 Phillip Street; Intersection of Lexington Drive and Santa Fe Drive all directions 150 ft. +/-; 1911 and 1915 Belvedere Drive; #1 South Broadway; 829 to 845 Yellowstone Avenue; 1510 and 1520 Virginia Lane; South side of Avenue D between Virginia Lane and 6<sup>th</sup> Street West; 2116 Fox Drive; 426 Nelson Drive; 2714 and 2718 Hoover Drive; 3695 Rimrock Road (Lot 16 Blk 2 Reimers Park Sub); West side of South 31<sup>st</sup> Street between 3<sup>rd</sup> Avenue South and 4<sup>th</sup> Avenue South (blk #197); East side of South 32<sup>nd</sup> Street between 3<sup>rd</sup> Avenue South and 4<sup>th</sup> Avenue South (blk #197)

##### **Sidewalk, Curb and Gutter, Drive Aprons and Alley Aprons:**

- Both sides of 2<sup>nd</sup> Avenue South between South 36<sup>th</sup> Street and South 37<sup>th</sup> Street; South side of 5<sup>th</sup> Avenue South between South 37<sup>th</sup> Street and State Avenue (R/R R-O-W); South side of 3<sup>rd</sup> Avenue

South between S 31<sup>st</sup> Street and S 32<sup>nd</sup> Street; North side of 4<sup>th</sup> Avenue South between South 31<sup>st</sup> Street and South 42<sup>nd</sup> Street

#### **Curb and Gutter:**

- 2115 11<sup>th</sup> Street West; 524 Clark Avenue; 331 Burlington Avenue; Intersection of Greenbriar Road and Lake Heights Drive; 1306 Avenue F

#### **Curb and Gutter, Drive Aprons:**

- 631 Custer Avenue

#### **Drive Aprons:**

- 2033 Main Street; 4310 North Carlton Avenue; 4207 North Carlton Avenue; 3195 Mac Masters Road

#### **Alley Aprons:**

- East side of Lexington Drive between Dallas Drive and Beloit Drive; North side of Beloit Drive between Lexington Drive and South Santa Fe Drive; West side of 7<sup>th</sup> Street West (400 block); East side of 6<sup>th</sup> Street West between Avenue C and Avenue D; south side of Avenue D between Virginia Lane and 6<sup>th</sup> Street West; North side of Avenue C between Virginia Lane and 6<sup>th</sup> Street West; West side of Woody Drive between Cohagen Drive and Solomon Drive; East side of 24<sup>th</sup> Street West between Cohagen Drive and Solomon Drive

#### **ADA Ramps only:**

- SW corner of South 26<sup>th</sup> Street and 3<sup>rd</sup> Avenue North; 3145 Avenue F; 1902 32<sup>nd</sup> Street West

#### **Asphalt Restoration:**

- 400 and 402 Sharon Lane; 401 and 403 Sharon Lane

### **Milton Lane School Route Improvements**

The Improvements constituting the Milton Lane School Route Improvements are: sidewalk, curb ramps, driveway approaches, pavement widening, and curb and gutter along Milton Lane from Lake Elmo Drive to the easterly property line of Bench Elementary School.

## EXHIBIT B

[Face of the Bond]

UNITED STATES OF AMERICA  
STATE OF MONTANA  
YELLOWSTONE COUNTY

### CITY OF BILLINGS

POOLED SPECIAL SIDEWALK, CURB, GUTTER AND  
ALLEY APPROACH BOND, SERIES 2009

No. R-1 \$297,000.00

<u>Rate</u>	<u>Final Maturity Date</u>	<u>Date of Original Issue</u>
5.95%	July 1, 2021	, 2009

REGISTERED OWNER: MONTANA & WYOMING OIL COMPANY

PRINCIPAL AMOUNT: TWO HUNDRED NINETY-SEVEN THOUSAND DOLLARS  
AND NO/100

FOR VALUE RECEIVED, the City of Billings, Yellowstone County, Montana (the "City"), will pay to the registered owner identified above or registered assigns, the principal amount specified above, or, if this Bond is prepayable as stated herein, on any date prior thereto on which this Bond shall have been duly called for redemption, and to pay interest on said principal amount to the registered owner hereof from its date of delivery or from such later date to which interest has been paid or duly provided for until this Bond is paid, solely from the revenues hereinafter specified, as authorized by Resolution No. \_\_\_\_, adopted on September 14, 2009 (the "Bond Resolution"), all subject to the provisions hereinafter described relating to the redemption of this Bond before maturity. This Bond bears interest at the rate of 5.95% from the date of registration of this Bond, as expressed herein, or from such later date to which interest hereon has been paid or duly provided for, until the maturity date specified above or an earlier date on which this Bond shall have been duly called for redemption by the Financial Services Manager. The City's Financial Services Manager shall serve as Registrar and Paying Agent on the Bond. Principal and interest on this Bond is payable semi-annually on each January 1 and July 1, commencing on January 1, 2010, by wire transfer in immediately available funds to such account as the Holder of the Bond shall direct the Registrar or otherwise by check or draft mailed by the Registrar to the person in whose name this Bond is registered as of the close of business on the first day (whether or not a Business Day) of the month in which the payment date occurs, at his address as it appears on the bond register maintained by the Registrar. The principal of and interest on this Bond are payable in lawful money of the United States of America.

The Series 2009 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 14, Part 41 and Title 7, Chapter 12, Parts 41 and 42, as amended, for the purpose of

financing a portion of the cost of construction of sidewalk, curb, gutter and alley approach improvements in the City (the “Improvements”), to fund a deposit to the revolving fund and to pay costs associated with the sale and security of the Series 2009 Bond.

This Bond is payable from the collection of a special tax or assessment levied upon all assessable property benefited by the Improvements. This Bond is not a general obligation of the City.

The City has also validly established a Special Improvement District Revolving Fund (the “Revolving Fund”) to secure the payment of certain of its special improvement district bonds and sidewalk, curb, gutter and alley approach bonds or warrants, including the Series 2009 Bond. The City has also agreed, to the extent permitted by the Act, to issue orders annually authorizing loans or advances from the Revolving Fund to the 2009 Special Sidewalk, Curb, Gutter and Alley Approach Sinking Fund (the “2009 Sidewalk Sinking Fund”), in amounts sufficient to make good any deficiency in the 2009 Sidewalk Sinking Fund to pay principal of or interest on the Series 2009 Bond, to the extent that funds are available in the Revolving Fund, and to provide funds for the Revolving Fund by annually making a tax levy or loan from its general fund in an amount sufficient for that purpose, subject to the limitation that no such tax levy or loan may in any year cause the balance in the Revolving Fund to exceed five percent of the principal amount of the City’s then outstanding special improvement district bonds and sidewalk, curb, gutter and alley approach bonds and warrants secured thereby and the durational limitations specified in the Act. While any property tax levy to be made by the City to provide funds for the Revolving Fund is subject to levy limits under current law, the City has agreed in the Bond Resolution to levy property taxes to provide funds for the Revolving Fund to the extent described in this paragraph and, if necessary, to reduce other property tax levies correspondingly to meet applicable levy limits.

Outstanding principal of this Series 2009 Bond shall bear interest from its date of delivery until paid at the rate of 5.75% per annum. As used herein, “Business Day” means any day other than (i) a Saturday or Sunday, or (ii) a legal holiday in the State of Montana. [Interest on the Note shall be calculated on the basis of a year of 360 days composed of twelve 30-day months.] Closing shall mean the day of execution and delivery of the Note and receipt of the purchase price thereof.

The principal installments of this Bond are subject to mandatory redemption in order of registration on any interest payment date if, after paying all principal and interest then currently due on this Bond, there are monies available in or to the credit of the 2009 Sidewalk Sinking Fund of the City, either from the prepayment of assessments or from surplus proceeds of the Bond not required to pay costs of the Improvements, for the redemption thereof, and in the manner provided for the redemption of the same. The principal installments of this Bond are subject to redemption at the option of the City from other sources of funds available therefor on any interest payment date. The redemption price is equal to the amount of the principal installment or installments of the Bond to be redeemed plus interest accrued thereon to the date of redemption, without premium. The date of redemption shall be fixed by the Financial Services Manager, who shall give notice by first class mail, postage prepaid, to the owner or owners of this Bond at their addresses shown on the bond register, of the numbers of the principal installments to be redeemed and the date on which payment will be made, which date

shall not be less than ten days after the date of mailing of notice, on which date so fixed interest shall cease. On the date so fixed interest on the principal installments of this Bond so redeemed shall cease to accrue.

As provided in the Bond Resolution, and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Series 2009 Bond of other authorized denominations. Upon such transfer or exchange, the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

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

IT IS HEREBY CERTIFIED AND RECITED that all things required to be done precedent to the issuance of this Bond have been properly done, happened and been performed in the manner prescribed by the laws of the State of Montana and the resolutions and ordinances of the City of Billings, Montana, relating to the issuance hereof; and that the opinion attached hereto is a true copy of the legal opinion given by Bond Counsel with reference to the Series 2009 Bond, dated the date of original issuance and delivery of the Series 2009 Bond.

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

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

CITY OF BILLINGS, MONTANA

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Mayor

---

Financial Services Manager

(Seal)

---

City Clerk

Date:

**CERTIFICATE OF AUTHENTICATION**

This Series 2009 Bond is delivered pursuant to the Bond Resolution mentioned herein.

**CITY OF BILLINGS, MONTANA,**  
as Registrar

By \_\_\_\_\_  
Financial Services Manager

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

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

Additional abbreviations may also be used.

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#### ASSIGNMENT

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

Dated:

PLEASE INSERT SOCIAL SECURITY  
OR OTHER IDENTIFYING NUMBER  
OF ASSIGNEE:

\_\_\_\_\_  
/ \_\_\_\_\_ /

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

#### SIGNATURE GUARANTEED

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

**Regular City Council Meeting**

**Regular : 4.A.**

**Date: 09/14/2009**

**TITLE: Public Hearing SID 2701**

Pat M. Weber, Financial

**PRESENTED BY:** Services Manager

**Department:** City Hall Administration

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### **Information**

#### **PROBLEM/ISSUE STATEMENT**

The assessment for Sidewalk, Curb & Gutter Project No. 2701 has been completed by the Finance Department and is ready to spread on the tax rolls. This project is for developer and related project improvements located in various locations.

#### **ALTERNATIVES ANALYZED**

The Council must hold a public hearing, and then may:

- Approve the resolution; or
- Not approve the resolution, the tax payers will not be assessed, and the General Fund will be responsible for paying for the improvements.

#### **FINANCIAL IMPACT**

The total cost of the bonds is \$244,000. The net effective interest rate is 5.95 %. Under the State statute 7-12-4189, the City is required to add ½ of 1% for a total rate of 6.45 %. The ½ of 1% will be used as additional security on bond issues, as stated in the final bond resolution.

#### **RECOMMENDATION**

Staff recommends that a public hearing be held and that Council pass the proposed resolution on September 14, 2009.

#### **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Link: [Resolution SW 2701](#)

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Attachment A

RESOLUTION NO. 09\_\_\_\_\_

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 2701, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 2701 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 2701 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A00173 OLSON, KEVIN J BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 034, Lot 013, LTS 13-1	\$2,481.56	6.450	12
A01357 HAGSTROM, DAVE R L & CINDY D BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 197, Lot 001, LTS 1-2	\$776.00	6.450	12
A01358 BANK OF NEW YORK TRUSTEE BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 197, Lot 003, LTS 3-4	\$1,508.51	6.450	12
A01359 FRANCO, MIGUEL L BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 197, Lot 005, LTS 5-6	\$776.00	6.450	12
A01360 KAUTZMAN, JEROME	\$2,184.43	6.450	12

BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 197, Lot 007, LT 7 BLK

A01361	\$872.59	6.450	12
HATFIELD, JASON J			
BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 197, Lot 008, LT 8 BLK			
A01362	\$776.00	6.450	12
JOHNSON, PAMELA E & MICHAEL J			
BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 197, Lot 009, LTS 9-10			
A01363	\$776.00	6.450	12
O'DONNELL, JOHN E JR			
BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 197, Lot 011, LTS 11-1			
A01364	\$9,625.13	6.450	12
SKAUGE, JOHN A			
BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 197, Lot 013, LTS 13-1			
A01365	\$6,548.40	6.450	12
GOLDEN, MARLEEN			
BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 197, Lot 015, LTS 15-1			
A01365A	\$4,953.28	6.450	12
GOLDEN, MARLEEN			
BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 197, Lot 019, LTS 19,2			
A01365B	\$12,848.79	6.450	12
GOLDEN, MARLEEN			
BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 197, Lot 022, LTS 22,2			
A03098	\$1,428.18	6.450	12
JOHNSON, DENNIS W			
BILLINGS HEIGHTS SUBD, S31, T01 N, R26 E, BLOCK 005, Lot 002, E 49.5625'OF			
A03099	\$407.77	6.450	12
FRINK, ARTHUR J & ANNAMAE V			
BILLINGS HEIGHTS SUBD, S31, T01 N, R26 E, BLOCK 005, Lot 002, W49.5625 FT E			
A03100	\$1,314.06	6.450	12
KELLEY, GEORGE J &			
BILLINGS HEIGHTS SUBD, S31, T01 N, R26 E, BLOCK 005, Lot 002, E49.5625 FT W			
A03101	\$2,709.55	6.450	12
SMITH, CINDY L			
BILLINGS HEIGHTS SUBD, S31, T01 N, R26 E, BLOCK 005, Lot 002, W50 FT E100 F			
A03119	\$2,140.44	6.450	12
BORG, JOEL & JOLENE			
BILLINGS HEIGHTS SUBD, S31, T01 N, R26 E, BLOCK 006, Lot 002, W50'X140' E10			
A03120	\$488.20	6.450	12
WHITESELL, PHYLLIS J			
BILLINGS HEIGHTS SUBD, S31, T01 N, R26 E, BLOCK 006, Lot 002, W50 FT BY 140			
A04646	\$202.09	6.450	12
BERST, DAVID J & KARLA L			
CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 001			

A04647	\$188.80	6.450	12
BECKER, CONNIE R & BRADLEY D			
CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 002, L:2			
A04648	\$135.75	6.450	12
FRANK, WESLEY NEAL			
CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 003			
A04649	\$133.72	6.450	12
GALLES, CARLEE A			
CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 004			
A04650	\$133.72	6.450	12
GRIGSBY, ROXANN K			
CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 005, L:5			
A04651	\$133.72	6.450	12
BAUMANN, RAY E			
CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 006, LT 6			
A04652	\$142.58	6.450	12
DEDE, ADA M			
CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 007, LT 7			
A04653	\$142.58	6.450	12
WEIGEL, JOHN P & MYRNA G			
CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 008, L:8			
A04654	\$142.58	6.450	12
WINSLOW, DUANE I & EUGENIA			
CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 009, L:9			
A04655	\$142.58	6.450	12
PETERSON, MIKE J			
CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 010, LT 1			
A04656	\$142.58	6.450	12
ANDERSON, ALTON D & SHARON R			
CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 011, LT 1			
A04657	\$141.43	6.450	12
WATERS, CARMEN			
CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 012, L:12			
A04658	\$141.43	6.450	12
LAIRD, ELIZABETH W			
CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 013, L:13			
A04659	\$141.43	6.450	12
GREGORY, ALEXANDRA			
CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 014, LT 1			
A04660	\$141.43	6.450	12
HITTLE, HELEN			
CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 015, L:15			
A04661	\$141.43	6.450	12
PREWETT, JUDY M			

CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 016, LT 1

A04662 \$141.43 6.450 12  
 DALE FAMILY REVOCABLE TRUST  
 CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 017, LT 1

A04663 \$141.43 6.450 12  
 UHRICH, RONALD E & SHARON I  
 CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 018, L 18

A04664 \$138.45 6.450 12  
 JASON LEE HORTON  
 CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 019, LT 1

A04665 \$138.45 6.450 12  
 SMITH, BURDETT L  
 CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 020, LOT

A04666 \$138.45 6.450 12  
 REUSINK, JANE F  
 CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 021, LT 2

A04667 \$138.45 6.450 12  
 TOLAND, MIKE & DENISE D  
 CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 022, L:22

A04668 \$138.45 6.450 12  
 BUSHING, SHEREEN E & ROBERT L  
 CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 023, LOT

A04669 \$138.45 6.450 12  
 REAMY, JOHN W & MARIE E  
 CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 024, L:24

A04670 \$150.56 6.450 12  
 EMINETH, KENNETH J & SHIRLEY M  
 CENTRAL HEIGHTS SUB 4TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 025, L:25

A04671 \$170.62 6.450 12  
 YOUNG REBECCA E  
 CENTRAL HEIGHTS SUB 5TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 026, L:26

A04672 \$159.02 6.450 12  
 MURPHY, EUGENE T & MAXINE  
 CENTRAL HEIGHTS SUB 5TH FILING 815, S07, T01 S, R26 E, BL

A04673 \$147.41 6.450 12  
 GERBER, GEORGE G & DELORES J  
 CENTRAL HEIGHTS SUB 5TH FILING 815, S07, T01 S, R26 E, BL

A04674 \$159.02 6.450 12  
 BENDER, JOHN L & LINDA  
 CENTRAL HEIGHTS SUB 5TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 029, LT 2

A04675 \$121.72 6.450 12  
 YUHAS, DENNIS C & MARY T  
 CENTRAL HEIGHTS SUB 5TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 030, LOT

A04676	\$122.05	6.450	12
WARREN, DAVID L & BONNIE E			
CENTRAL HEIGHTS SUB 5TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 030, N 18			
A04677	\$122.05	6.450	12
HAWORTH, NORMAN E & MILDRED A			
CENTRAL HEIGHTS SUB 5TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 031, N 34			
A04678	\$121.94	6.450	12
ARNESON, ANDRES J & MISTY M			
CENTRAL HEIGHTS SUB 5TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 032, N47'			
A04679	\$121.61	6.450	12
WALTERS, GARY & CONNIE			
CENTRAL HEIGHTS SUB 5TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 033, N 60			
A04680	\$147.82	6.450	12
LOVE, JUSTIN D & STARRLENE S			
CENTRAL HEIGHTS SUB 5TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 034			
A04681	\$167.44	6.450	12
HAUPT, ANGELA M			
CENTRAL HEIGHTS SUB 5TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 035, LT 3			
A04682	\$2,350.54	6.450	12
PORTRA, PETER A			
CENTRAL HEIGHTS SUB 5TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 036, LT 3			
A04683	\$135.60	6.450	12
POHLE, GREGORY & KIMBERLEE			
CENTRAL HEIGHTS SUB 5TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 037, S63.			
A04684	\$140.49	6.450	12
CAROSONE, ELMER J & VIRGINIA C			
CENTRAL HEIGHTS SUB 5TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 038, S 69			
A04685	\$146.60	6.450	12
WHELAN, JOAN M			
CENTRAL HEIGHTS SUB 5TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 039			
A04686	\$146.60	6.450	12
HOWE, RICHARD A & LOIS R			
CENTRAL HEIGHTS SUB 5TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 040, LT 4			
A04687	\$122.17	6.450	12
OLSON, SHELDON J & DEBRA M			
CENTRAL HEIGHTS SUB 5TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 041, LT 4			
A04688	\$146.60	6.450	12
MEHLING, DAVE			
CENTRAL HEIGHTS SUB 5TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 042			
A04689	\$141.71	6.450	12
FLOYD, SUSAN D			
CENTRAL HEIGHTS SUB 5TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 043, LT 4			
A04690	\$141.71	6.450	12
HARLAN, BRIAN & SHANNON			

CENTRAL HEIGHTS SUB 5TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 044, LT 4

A04691 \$141.71 6.450 12  
 RIPLEY, E JANIE  
 CENTRAL HEIGHTS SUB 5TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 045, LT 4

A04692 \$141.71 6.450 12  
 IDSTROM, DEAN J & PATSE ANN  
 CENTRAL HEIGHTS SUB 5TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 046

A04693 \$141.71 6.450 12  
 LONGMAN, JEANETTE M  
 CENTRAL HEIGHTS SUB 5TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 047, L:47

A04694 \$141.71 6.450 12  
 BRAATEN, GREG R & CAROL A  
 CENTRAL HEIGHTS SUB 5TH FILING, S07, T01 S, R26 E, BLOCK 008, Lot 048, L:48

A04905 \$9,386.56 6.450 12  
 SCHOOL DISTRICT 2  
 CENTRAL HEIGHTS SUB 5TH FILING, S07, T01 S, R26 E, BLOCK 016, ALL BLK 16 (S

A05036 \$4,032.14 6.450 12  
 EDWARDS, BRUCE V  
 CLANTON HEIGHTS SUBD, S31, T01 N, R26 E, BLOCK 007, Lot 24A, L:24A B:7 CLAN

A05037 \$2,008.43 6.450 12  
 ARTHUN, ERICK M & CATHLEEN L  
 CLANTON HEIGHTS SUBD, S31, T01 N, R26 E, BLOCK 007, Lot 027, LT 27-28 BLK 7

A05038 \$1,744.36 6.450 12  
 HURD, ROBERT N & CAROL L  
 CLANTON HEIGHTS SUBD, S31, T01 N, R26 E, BLOCK 007, Lot 029, LT 29-30 BLK 7

A05039 \$984.86 6.450 12  
 NYBO, MICHAEL CLAIR & MARC KENT &  
 CLANTON HEIGHTS SUBD, S31, T01 N, R26 E, BLOCK 007, Lot 031, LTS 31-34 BLK

A05041 \$619.56 6.450 12  
 BERNHART, MARGENE L  
 CLANTON HEIGHTS SUBD, S31, T01 N, R26 E, BLOCK 007, Lot 037, LT 37 AND 38

A05126 \$596.56 6.450 12  
 GUSTAFSON, F WAYNE  
 COLLEGE SUBD 1ST FILING, S31, T01 N, R26 E, BLOCK 001, Lot 015, LT 15-19 BL

A05128 \$4,304.33 6.450 12  
 THOMPSON, DONALD P  
 COLLEGE SUBD 1ST FILING, S31, T01 N, R26 E, BLOCK 001, Lot 020, LT 10-21 BL

A05741 \$4,988.00 6.450 12  
 BERRY, DANIEL P & KAY LOUISE  
 CRAIG ADD, S05, T01 S, R26 E, BLOCK 001, Lot 005, AND LTS 6 AND 7

A06081 \$694.53 6.450 12  
 DUNNING, LISA ANN  
 DESCRO SUBD - 2ND FILING, S01, T01 S, R25 E, BLOCK 006, Lot 014, LT 14 BLK

A06800	\$1,179.27	6.450	12
EATON, SETH W			
EVERGREEN SUBD 2ND FILING, S36, T01 N, R25 E, BLOCK 009, Lot 045, LTS 45-46			
A07935	\$3,073.16	6.450	12
DAYLEY, JILL MARIE			
GORHAM PARK SUBD, S06, T01 S, R26 E, BLOCK 011, Lot 001, LT 1 BLK 11 GORHAM			
A07950	\$220.01	6.450	12
KIMBALL, BRIAN L			
GORHAM PARK SUBD, S06, T01 S, R26 E, BLOCK 011, Lot 015, LT 15-16 BLK 11 GO			
A07967	\$4,316.30	6.450	12
GOLLIICK, DAVID &			
GORHAM PARK SUBD, S06, T01 S, R26 E, BLOCK 012, Lot 002, L:2 B:12 GORHAM PA			
A07968	\$118.12	6.450	12
BARBARO, JOHN			
GORHAM PARK SUBD, S06, T01 S, R26 E, BLOCK 012, Lot 003, LT 3 BLK 12 GORHAM			
A08289	\$2,120.98	6.450	12
HAFT, DORIS C			
GRANDVIEW SUBD, S32, T01 N, R26 E, BLOCK 014, Lot 002, LOT 2 BLK 14 GRANDVI			
A08291	\$3,065.14	6.450	12
BOORMAN, JAMES G & CONSTANCE M			
GRANDVIEW SUBD, S32, T01 N, R26 E, BLOCK 014, Lot 004, LT 4 BLK 14 GRANDVIE			
A08292	\$4,371.45	6.450	12
PINE HOUSE LLC			
GRANDVIEW SUBD, S32, T01 N, R26 E, BLOCK 014, Lot 005			
A08293	\$2,344.61	6.450	12
THORMAHLEN, DIANE N			
GRANDVIEW SUBD, S32, T01 N, R26 E, BLOCK 014, Lot 006, LT 6 BLK 14 GRANDVIE			
A08748	\$5,726.00	6.450	12
MESSMER, KENT G & SHELLY R			
HIGHLAND ADD, S03, T01 S, R26 E, BLOCK 016, Lot 001, LTS 1 TO 3			
A08749	\$250.84	6.450	12
MESSMER, K G & SHARON J			
HIGHLAND ADD, S03, T01 S, R26 E, BLOCK 016, Lot 004, L:4 & 5 B:16 HIGHLAND			
A08750	\$250.84	6.450	12
SPARKS, TERRY A			
HIGHLAND ADD, S03, T01 S, R26 E, BLOCK 016, Lot 006, LTS 6-7 BLK 16 HIGHLAN			
A08751	\$250.84	6.450	12
WEBER, KENNETH & JANET			
HIGHLAND ADD, S03, T01 S, R26 E, BLOCK 016, Lot 008, LOTS 8 & 9 BLK 16 HIGH			
A08752	\$376.25	6.450	12
BARNES, JAMES CLAYTON			
HIGHLAND ADD, S03, T01 S, R26 E, BLOCK 016, Lot 010, LT 10,11,12 BLK 16 HIG			
A08753	\$501.67	6.450	12
GARRAD, TIMOTHY L			

HIGHLAND ADD, S03, T01 S, R26 E, BLOCK 016, Lot 013, L:13 TO 16 B:16 HIGHLA

A08754	\$250.84	6.450	12
BUSTOS, JOSE A JR & MARZENE V			
HIGHLAND ADD, S03, T01 S, R26 E, BLOCK 016, Lot 017, LTS 17 & 18			
A08755	\$250.84	6.450	12
MILL, DONNETTA K			
HIGHLAND ADD, S03, T01 S, R26 E, BLOCK 016, Lot 019, LTS 19 AND 20			
A08756	\$250.84	6.450	12
RAGGL, TINA			
HIGHLAND ADD, S03, T01 S, R26 E, BLOCK 016, Lot 021, LTS 21 & 22 BLK 16 HIG			
A08757	\$8,319.18	6.450	12
HAGSTROM, DAVE R			
HIGHLAND ADD, S03, T01 S, R26 E, BLOCK 016, Lot 023, LTS 23 & 24 BLK 16 HIG			
A08758	\$261.02	6.450	12
MENDOZA, ROSE DOLORES TRUSTEE			
HIGHLAND ADD, S03, T01 S, R26 E, BLOCK 017, Lot 001, LTS 1 & 2 BLK 17 HIGHL			
A08759	\$261.02	6.450	12
BRADY, DAVID E			
HIGHLAND ADD, S03, T01 S, R26 E, BLOCK 017, Lot 003, LT 3-4 BLK 17MONTANA S			
A08760	\$261.02	6.450	12
WHITEWOLF, JODIE L			
HIGHLAND ADD, S03, T01 S, R26 E, BLOCK 017, Lot 005, LT 5 & 6 BLK 17 MT SUB			
A08761	\$261.02	6.450	12
HENAN, KERRI ANN			
HIGHLAND ADD, S03, T01 S, R26 E, BLOCK 017, Lot 007, L: 7-8 B: 17 HIGHLAND			
A08762	\$261.02	6.450	12
KENNEDY, TERESA &			
HIGHLAND ADD, S03, T01 S, R26 E, BLOCK 017, Lot 009, LTS 9,10 BLK 17 MONTAN			
A08763	\$1,936.50	6.450	12
HURST, CHRISTINE I			
HIGHLAND ADD, S03, T01 S, R26 E, BLOCK 017, Lot 011, LTS 11-12 BLK 17 MT SU			
A08764	\$261.02	6.450	12
STEINBRINK, KEVIN D & TERRI S			
HIGHLAND ADD, S03, T01 S, R26 E, BLOCK 017, Lot 013, LTS 13 & 14			
A08765	\$261.02	6.450	12
ADAMS, PAMELA Y			
HIGHLAND ADD, S03, T01 S, R26 E, BLOCK 017, Lot 015, LT 15-16 BLK 17 HIGHLA			
A08766	\$261.02	6.450	12
SWAN, RYAN K			
HIGHLAND ADD, S03, T01 S, R26 E, BLOCK 017, Lot 017, LOTS 17-18 BLOCK 17 HI			
A08767	\$261.02	6.450	12
GONZALEZ, JOSE R & YOLANDA			
HIGHLAND ADD, S03, T01 S, R26 E, BLOCK 017, Lot 019, LTS 19 & 20			

A08768	\$261.02	6.450	12
PELETTE, LINCOLN H &			
HIGHLAND ADD, S03, T01 S, R26 E, BLOCK 017, Lot 021, L: 21-22 B: 17 MONTANA			
A08769	\$261.02	6.450	12
WEIL, IRVIN			
HIGHLAND ADD, S03, T01 S, R26 E, BLOCK 017, Lot 023, LTS 23 & 24			
A09220	\$624.68	6.450	12
AKERSTROM, JACK B & MARGARET			
HOPPER SUBD, S35, T01 N, R25 E, BLOCK 001, Lot 001, LTS 1 2 & 3			
A09933	\$2,044.56	6.450	12
PAINTER, JAMES A & CATHERINE D			
KOBER SUBD 4TH FILING, S36, T01 N, R25 E, BLOCK 022, Lot 005, LT 5 & N6FT			
A09935	\$1,249.10	6.450	12
ROMERO, ELIZABETH &			
KOBER SUBD 4TH FILING, S36, T01 N, R25 E, BLOCK 022, Lot 007, S 55 FT OF L			
A09936	\$2,306.74	6.450	12
HERIGSTAD, KEVIN W			
KOBER SUBD 4TH FILING, S36, T01 N, R25 E, BLOCK 022, Lot 008, S 49 FT OF L			
A11000	\$291.47	6.450	12
NICHOLSON, VONDA			
MELNICK SUBD, S31, T01 N, R26 E, BLOCK 001, Lot 001, LT 1 BLK 1 MELNICK SUB			
A11001	\$291.47	6.450	12
HORMAN, DANIEL & MARY			
MELNICK SUBD, S31, T01 N, R26 E, BLOCK 001, Lot 002, LT 2 BLK 1 MELNICK SUB			
A11002	\$291.47	6.450	12
ZIEGER, JOEL K			
MELNICK SUBD, S31, T01 N, R26 E, BLOCK 001, Lot 003, LT 3 BLK 1 MELNICK SUB			
A11003	\$295.49	6.450	12
SPEASL, KIM			
MELNICK SUBD, S31, T01 N, R26 E, BLOCK 001, Lot 004, LT 4 BLK 1 MELNICK SUB			
A11004	\$296.66	6.450	12
HOFFMAN, WAYNE			
MELNICK SUBD, S31, T01 N, R26 E, BLOCK 001, Lot 005, LT 5 BLK 1 MELNICK SUB			
A11005	\$293.14	6.450	12
BUTLER, WILIAM D & LESLEY A			
MELNICK SUBD, S31, T01 N, R26 E, BLOCK 001, Lot 006, LT 6-7 BLK 1 MELNICK S			
A11006	\$293.14	6.450	12
BENNETT, STEVEN T			
MELNICK SUBD, S31, T01 N, R26 E, BLOCK 001, Lot 008, LT 8-9 BLK 1 MELNICK S			
A11007	\$439.71	6.450	12
INDEPENDENT PROPERTY INVESTMENTS LL			
MELNICK SUBD, S31, T01 N, R26 E, BLOCK 001, Lot 010, LT 10-12 BLK 1 MELNICK			
A11008	\$293.14	6.450	12
MCS LLC			

MELNICK SUBD, S31, T01 N, R26 E, BLOCK 001, Lot 013, LT 13-14 BLK 1 MELNICK

A11009	\$293.14	6.450	12
SOMMERS, MARCY ANN			
MELNICK SUBD, S31, T01 N, R26 E, BLOCK 001, Lot 015, LT 15-16 BLK 1 MELNICK			
A11010	\$366.43	6.450	12
CAPSER, THOMAS J & MARY ELLEN			
MELNICK SUBD, S31, T01 N, R26 E, BLOCK 001, Lot 017, LT 17-18 & E2 LT 19 BL			
A11011	\$366.43	6.450	12
BELCHER, ZACH & MARY			
MELNICK SUBD, S31, T01 N, R26 E, BLOCK 001, Lot 019, LT 20-21 & W2 LT 19 BL			
A11012	\$469.03	6.450	12
JORGENSEN, LORETTA			
MELNICK SUBD, S31, T01 N, R26 E, BLOCK 001, Lot 022, LT 22-24 BLK 1 MELNICK			
A11013	\$293.14	6.450	12
BEZDEK, ARNOLD W & RUTH B			
MELNICK SUBD, S31, T01 N, R26 E, BLOCK 001, Lot 025, LT 25 & W20 FT LT 26 B			
A11014	\$2,996.21	6.450	12
LOMBARDY, BARBARA JEAN			
MELNICK SUBD, S31, T01 N, R26 E, BLOCK 001, Lot 026, LT 27-28 & E5 FT LT 26			
A11015	\$439.34	6.450	12
GRIFFIN, MICHAEL S			
MELNICK SUBD, S31, T01 N, R26 E, BLOCK 001, Lot 029, LT 29-30 & W15 FT LT 3			
A11016	\$3,552.28	6.450	12
BLAKESLEY, JUNE M			
MELNICK SUBD, S31, T01 N, R26 E, BLOCK 001, Lot 031, E10 FT LT 31 ALL LT 32			
A11017	\$1,496.31	6.450	12
OWENS, ROBERT A			
MELNICK SUBD, S31, T01 N, R26 E, BLOCK 001, Lot 035, LT 36-37 & E20 FT LT 3			
A11018	\$3,908.63	6.450	12
FLYNN, MARY E TRUSTEE			
MELNICK SUBD, S31, T01 N, R26 E, BLOCK 001, Lot 038, LT 38-40 BLK 1 MELNICK			
A11019	\$1,080.64	6.450	12
ODEGAARD LEON			
MELNICK SUBD, S31, T01 N, R26 E, BLOCK 001, Lot 041, LTS 41-43 BLK 1 MELNICK			
A13596	\$4,474.42	6.450	12
FOX, NEIL & HELNE E TRUSTEES			
ROSEDALE SUBD 2ND FILING, S06, T01 S, R26 E, BLOCK 006, Lot 006, N50 FT LT			
A14121	\$529.97	6.450	12
LATIN AM DIST COUNCIL IN THE			
SOUTHWEST ADD, S03, T01 S, R26 E, BLOCK 022, Lot 006, LT 6-8 BLK 22 SOUTHWEST			
A14121A	\$824.68	6.450	12
CENTRAL LATIN AMERICAN COUNCIL			
SOUTHWEST ADD, S03, T01 S, R26 E, BLOCK 022, Lot 001, LOTS 1 TO 5			

A14124	\$1,067.51	6.450	12
PRICE, CARL R			
SOUTHWEST ADD, S03, T01 S, R26 E, BLOCK 022, Lot 009, LT 9-10 BLK 22 SOUTHW			
A14125	\$4,564.39	6.450	12
MORRIS, MICHAEL W			
SOUTHWEST ADD, S03, T01 S, R26 E, BLOCK 022, Lot 11A, LT 11A BLK 22 SOUTHWE			
A14125A	\$8,845.12	6.450	12
CAMPOS, RAFAEL			
SOUTHWEST ADD, S03, T01 S, R26 E, BLOCK 022, Lot 12A, L:12A B:22 SOUTHWEST			
A14126	\$6,324.21	6.450	12
GIACOMINI, RALPH A			
SOUTHWEST ADD, S03, T01 S, R26 E, BLOCK 022, Lot 013, LT 13-20 BLK 22 SOUTH			
A14245	\$1,827.25	6.450	12
NELSON, MINERVA S			
SOUTHWEST BILLINGS SUBD 3RD, S16, T01 S, R26 E, BLOCK 014, Lot 003, AMND LT			
A14732	\$1,208.62	6.450	12
HONADEL, WILLIAM C			
STATE REALTY ADD, S10, T01 S, R26 E, BLOCK 007, Lot 019, LT 19-20 BLK 7 STA			
A14900	\$1,252.46	6.450	12
JENSEN, BLAINE			
STREETER ADD, S31, T01 N, R26 E, BLOCK 004, Lot 047, LT 47-48 BLK 4 STREETE			
A15270	\$110.84	6.450	12
MURPHY JAMES L & D'ALTON MORIA			
SUBURBAN HOMES ADD, S04, T01 S, R26 E, BLOCK 038, Lot 021, LT 21 THRU 23 BL			
A17048	\$691.63	6.450	12
SCHENDEL, KRISTI M			
THOMPSON SUBD, S06, T01 S, R26 E, BLOCK 002, Lot 015, LT 15-16 BLK 2 THOMPS			
A17427	\$607.06	6.450	12
RUDY, GEARLD D & KATHLEEN S			
WEBER SUBD, S09, T01 S, R26 E, BLOCK 001, Lot 001, LT 1 BLK 1 WEBER SUBD			
A17428	\$1,633.63	6.450	12
COLLIER, THOMAS R & NIKOLE L			
WEBER SUBD, S09, T01 S, R26 E, BLOCK 001, Lot 002, E 50'LT 2 BLK 1 WEBER SU			
A17429	\$1,894.59	6.450	12
HIGMAN, WILLIAM E			
WEBER SUBD, S09, T01 S, R26 E, BLOCK 001, Lot 002, W10 FT LT 2 E40 FT LT 2			
A17430	\$1,010.95	6.450	12
KUNTZ, SHARON LYNN			
WEBER SUBD, S09, T01 S, R26 E, BLOCK 001, Lot 003, W20 FT LT 3 E30 FT LT 4			
A17915	\$1,223.45	6.450	12
FUNK, BRANDON W			
WEST SIDE ADD, S04, T01 S, R26 E, BLOCK 014, Lot 026, PT LT 26 ALL LT 27 BL			
A18542	\$330.99	6.450	12
BREKKE, RICHARD A			

WILLIAMS SUBD 2ND FILING, S36, T01 N, R25 E, Lot 008, LT 8	WILLIAMS SUBD 2N		
A18885	\$2,254.21	6.450	12
KIRKNESS FAMILY TRUST			
YELLOWSTONE ADD, S04, T01 S, R26 E, BLOCK 003, Lot 015, LT 15-16	BLK 3 YELL		
A20413	\$1,414.14	6.450	12
BUILDERS MGMT & INVEST CO INC &			
COHAGEN SUBD, S35, T01 N, R25 E, BLOCK 003, Lot 001, LT 1	BLK 3 COHAGEN SUB		
A20414	\$1,420.90	6.450	12
BUILDERS MGMT & INVEST CO INC &			
COHAGEN SUBD, S35, T01 N, R25 E, BLOCK 003, Lot 002, LT 2	BLK 3 COHAGEN SUB		
A22324	\$16,425.28	6.450	12
WALTERS, JENINE A &			
LAKE HILLS SUBD 6TH FILING, S16, T01 N, R26 E, BLOCK 026, Lot 001, LT 1	BLK		
A28960	\$3,143.14	6.450	12
HUBBARD, LANA			
LAKEVIEW SUBD 2ND FILING, S15, T01 N, R26 E, BLOCK 001, Lot 023, LT 23A	BLK		
C01461A	\$2,497.61	6.450	12
HAMAN, JOHN M & VIVIAN L			
SUPERIOR HOMES SUBD, S15, T01 N, R26 E, BLOCK 002, Lot 005, W 90 FT OF LT 5			
C14096	\$6,389.15	6.450	12
JOHNSTON, ROBERT W & LEONA S			
SUPERIOR HOMES SUBD, S15, T01 N, R26 E, BLOCK 001, Lot 07B, LT 7B	BLK 1 SUP		
D04808	\$1,607.46	6.450	12
ROSE, EUGENE R &			
S35, T01 N, R25 E, 43, PARCEL 000, COS 43-44 IN SENW4			
D04811	\$1,927.82	6.450	12
VALLEY HEALTH CARE CENTER			
S35, T01 N, R25 E, 899, PARCEL 02A, TR 2A COS 899 TR 2 AMEND			
D04812	\$1,847.75	6.450	12
HOUSING AUTHORITY OF BILLINGS THE			
S35, T01 N, R25 E, 899, PARCEL 02B, TR 2B COS 899 TR 2 AMEND			
D12010	\$9,147.90	6.450	12
MONTANA RAIL LINK			
S03, T01 S, R26 E, MRL LEASE #500,917 9,512 SQ FT ON R/W @ 2723 MINN AVE			

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, 9/14/2009, at 6:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27<sup>th</sup> St., Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

PASSED AND APPROVED this 14<sup>th</sup> day of September, 2009.

CITY OF BILLINGS:

BY: \_\_\_\_\_  
Ron Tussing, Mayor

ATTEST:

BY: \_\_\_\_\_  
Cari Martin, City Clerk

**Regular City Council Meeting**

**Regular : 4.B.**

**Date: 09/14/2009**

**TITLE: Public Hearing SID 2702**

Patrick M. Weber, Financial

**PRESENTED BY:** Services Manager

**Department:** City Hall Administration

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### **Information**

#### **PROBLEM/ISSUE STATEMENT**

The assessment for Sidewalk, Curb & Gutter Project No. 2702 has been completed by the Finance Department and is ready to spread on the tax rolls. This project is for Milton Lane project improvements.

#### **ALTERNATIVES ANALYZED**

The Council must hold a public hearing, and then may:

- Approve the resolution; or
- Not approve the resolution, the tax payers will not be assessed, and the General Fund will be responsible for paying for the improvements.

#### **FINANCIAL IMPACT**

The net effective interest rate is 5.95 %. Under the State statute 7-12-4189, the City is required to add ½ of 1% for a total rate of 6.45 %. The ½ of 1% will be used as additional security on bond issues, as stated in the final bond resolution.

#### **RECOMMENDATION**

Staff recommends that a public hearing be held and that Council pass the proposed resolution on September 14, 2009.

#### **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Link: [Resolution SID 2702](#)

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Attachment A

RESOLUTION NO. 09\_\_\_\_\_

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 2702, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 2702 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 2702 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A13247 O E LEE & CO REX SUBD, S22, T01 N, R26 E, Lot 002, E65 FT LT 2 & W52 FT LT 3 REX SUBD	\$599.48	6.450	12
A13248 O E LEE & COMPANY REX SUBD, S22, T01 N, R26 E, Lot 003, E20' LT 3 & W60' LT 4 & VACATED ALLEY	\$417.03	6.450	12
A13250 NORWEST BANK MN NATL ASSN TR REX SUBD, S22, T01 N, R26 E, Lot 004, E15 FT LT 4 REX SUBD & ABDN ALLEY	\$469.16	6.450	12
A14783 MACY, WILLIAM LEE STEVENS SUBD, S22, T01 N, R26 E, Lot 001, W45 FT LT 1 STEVENS SUBD 1ST FILI	\$3,155.15	6.450	12
A14784 MEHIA, DENISE	\$3,914.90	6.450	12

STEVENS SUBD, S22, T01 N, R26 E, Lot 001, W71 FT LT 2 & E27 FT LT 1	STEVENS			
A14785	\$2,893.39	6.450	12	
RAMUS, LORETTA A				
STEVENS SUBD, S22, T01 N, R26 E, BLOCK 002, E1 FT LT 2 ALL LT 3 BLK 2	STEVE			
A14786	\$2,745.75	6.450	12	
FISCHER, HELEN V				
STEVENS SUBD, S22, T01 N, R26 E, Lot 004, LT 4	STEVENS SUBD 1ST FILING			
A14787	\$2,880.40	6.450	12	
REICHERT, IRENE				
STEVENS SUBD, S22, T01 N, R26 E, Lot 005, LT 5	STEVENS SUBD 1ST FILING			
A14788	\$2,789.45	6.450	12	
REICHERT, IRENE				
STEVENS SUBD, S22, T01 N, R26 E, Lot 006, LT 6	STEVENS SUBD 1ST FILING			
A14791	\$3,908.54	6.450	12	
SEWARD, TRACI				
STEVENS SUBD 2ND FILING, S22, T01 N, R26 E, Lot 008, W37 FT LT 8 ALL LT 9 S				
A31131	\$6,101.92	6.450	12	
24 CLARK LLC				
APPLEBY SUB, S22, T01 N, R26 E, BLOCK 001, Lot 002, LT 2 BLK 1	APPLEBY SUBD			
A31134	\$2,279.56	6.450	12	
UNITED BANK N A				
APPLEBY SUB, S22, T01 N, R26 E, BLOCK 001, Lot 001, LT 1 BLK 1	APPLEBY SUBD			
D05335	\$16,187.23	6.450	12	
SCHOOL DISTRICT #2				
S22, T01 N, R26 E, 408, PARCEL 00B, COS 408 AMEND TRS B & C AND LAMMERS SUB				
D05338A	\$4,658.04	6.450	12	
CROY, JANET L				
S22, T01 N, R26 E, 446, PARCEL 0A2, TR A-2 COS 446				(95)

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, 9/14/2009, at 6:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27<sup>th</sup> St., Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing

permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

PASSED AND APPROVED this 14<sup>th</sup> day of September, 2009.

CITY OF BILLINGS:

BY: \_\_\_\_\_  
Ron Tussing, Mayor

ATTEST:

BY: \_\_\_\_\_  
Cari Martin, City Clerk

**Regular City Council Meeting**

**Regular : 4.C.**

**Date: 09/14/2009**

**TITLE: Public Hearing SID 1372**

Patrick M. Weber, Financial

**PRESENTED BY:** Services Manager

**Department:** City Hall Administration

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### **Information**

#### **PROBLEM/ISSUE STATEMENT**

The assessment for SID 1372 (Summerhill) has been completed by the Finance Division and is ready to spread on the tax rolls. This project is for water, sanitary sewer, storm drain, and street improvements. This project and bond sale has previously been approved by council.

#### **ALTERNATIVES ANALYZED**

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Not approve the resolution, the tax payers will not be assessed, and the General Fund will be responsible for paying for the improvements.

#### **FINANCIAL IMPACT**

The costs associated with SID 1372 are assessed per lot. The net effective interest rate is 5.28%. Under the State statute 7-12-4189, the City is required to add  $\frac{1}{2}$  of 1% for a total rate of 5.78%. The  $\frac{1}{2}$  of 1% will be used as additional security on bond issues, as stated in the final bond resolution. Interest earnings and prior collections are subtracted from the final construction cost and spread to the appropriate properties. Any remaining fund balances are used to call bonds.

#### **RECOMMENDATION**

Staff recommends that a public hearing be held and Council passes the proposed resolution on September 14, 2009.

#### **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Link: [Resolution SID 1372](#)

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**Attachment A**

**RESOLUTION 09 \_\_\_\_\_**

**A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1372, IN THE CITY OF BILLINGS, MONTANA.**

WHEREAS, the City created a special improvement district or project known as 1372 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

**SECTION 1: LEVY AND ASSESSMENT.** That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1372 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

<u>Tax Code</u>	<u>Assessment</u>	<u>Interest</u>	<u>Years</u>
<u>/Owner Name</u>	<u>Amount</u>	<u>Rate</u>	<u>Assessed</u>
<u>/Legal Description</u>			
A23154	\$29,200.00	5.780	15
MASBRUCH, DENNIS R			
SUMMERHILL SBD, S28, T01 N, R26 E, BLOCK 007, Lot 004, LT 4 BLK 7			
SUMMERHI			
A23156	\$29,200.00	5.780	15
EMCO ENTERPRISES			
SUMMERHILL SBD, S28, T01 N, R26 E, BLOCK 007, Lot 006, LT 6 BLK 7			
SUMMERHI			
A23157	\$29,200.00	5.780	15
MASBRUCH, DENNIS R			
SUMMERHILL SBD, S28, T01 N, R26 E, BLOCK 007, Lot 007, LT 7 BLK 7			
SUMMERHI			

A23158	\$29,200.00	5.780	15
MASBRUCH, DENNIS R			
SUMMERHILL SUBD, S28, T01 N, R26 E, BLOCK 007, Lot 008, LT 8 BLK 7			
SUMMERHI			
A23159	\$29,200.00	5.780	15
MASBRUCH, DENNIS R			
SUMMERHILL SUBD, S28, T01 N, R26 E, BLOCK 007, Lot 009, LT 9 BLK 7			
SUMMERHI			
A23201	\$29,200.00	5.780	15
DANIELS, RALPH & VICKY			
SUMMERHILL SUBD, S28, T01 N, R26 E, BLOCK 009, Lot 020, LT 20 BLK 9			
SUMMERH			
A23202	\$29,200.00	5.780	15
DANIELS, RALPH & VICKY			
SUMMERHILL SUBD, S28, T01 N, R26 E, BLOCK 009, Lot 021, LT 21 BLK 9			
SUMMERH			
A23213	\$29,200.00	5.780	15
CHEN, YENN-KUNN OLIVER & SHEW-FANG			
SUMMERHILL SUBD, S28, T01 N, R26 E, BLOCK 010, Lot 003, LT 3 BLK 10			
SUMMERH			
A23214	\$29,200.00	5.780	15
CHEN, YENN KUNN OLIVER & SHEW FANG			
SUMMERHILL SUBD, S28, T01 N, R26 E, BLOCK 010, Lot 004, LT 4 BLK 10			
SUMMERH			
A23215	\$29,200.00	5.780	15
LEENKNECHT, TONY			
SUMMERHILL SUBD, S28, T01 N, R26 E, BLOCK 010, Lot 005, LT 5 BLK 10			
SUMMERH			

**SECTION 2: DISPOSITION OF COLLECTION.** All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

**SECTION 3: NOTICE AND HEARING.** On Monday, September 14, 2009 at 6:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27<sup>th</sup> St., Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a

periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 14<sup>th</sup> day of September, 2009.

CITY OF BILLINGS:

BY: \_\_\_\_\_  
Ron Tussing, Mayor

ATTEST:

BY: \_\_\_\_\_  
Cari Martin, City Clerk

**Regular City Council Meeting**

**Regular : 4.D.**

**Date: 09/14/2009**

**TITLE: Public Hearing SID 1384**

Patrick M. Weber, Financial

**PRESENTED BY:** Services Manager

**Department:** City Hall Administration

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### **Information**

#### **PROBLEM/ISSUE STATEMENT**

The assessment for SID 1384 (Yellowstone Country Club) has been completed by the Finance Division and is ready to spread on the tax rolls. This project is for sanitary sewer connections. This project and bond sale has previously been approved by council.

#### **ALTERNATIVES ANALYZED**

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Not approve the resolution, the tax payers will not be assessed, and the General Fund will be responsible for paying for the improvements.

#### **FINANCIAL IMPACT**

The costs associated with SID 1384 are assessed per lot. The net effective interest rate is 5.85%. Under the State statute 7-12-4189, the City is required to add  $\frac{1}{2}$  of 1% for a total rate of 6.35%. The  $\frac{1}{2}$  of 1% will be used as additional security on bond issues, as stated in the final bond resolution. Interest earnings and prior collections are subtracted from the final construction cost and spread to the appropriate properties. Any remaining fund balances are used to call bonds.

#### **RECOMMENDATION**

Staff recommends that a public hearing be held and Council passes the proposed resolution on September 14, 2009.

#### **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Link: [Resolution](#)

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**Attachment A**

**RESOLUTION 09 \_\_\_\_\_**

**A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1384, IN THE CITY OF BILLINGS, MONTANA.**

WHEREAS, the City created a special improvement district or project known as 1384 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

**SECTION 1: LEVY AND ASSESSMENT.** That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1384 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

<u>Tax Code</u>	<u>Assessment</u>	<u>Interest</u>	<u>Years</u>
<u>/Owner Name</u>	<u>Amount</u>	<u>Rate</u>	<u>Assessed</u>
<u>/Legal Description</u>			
C03218	\$3,740.68	6.350	15
DAVEY, CARLOS A & AMBER USSIN			
YELLOWSTONE CLUB ESTATES 1ST, S30, T01 N, R25 E, BLOCK 001, Lot 007,			
LT 7 B			
C03220	\$4,474.77	6.350	15
BLACKKETTER, BRUCE L & DOREAN I			
YELLOWSTONE CLUB ESTATES 1ST, S30, T01 N, R25 E, BLOCK 001, Lot 009,			
LT 9 B			
C03222	\$3,483.79	6.350	15
SWAIN, JOSHUA J			
YELLOWSTONE CLUB ESTATES 1ST, S30, T01 N, R25 E, BLOCK 002, Lot 001,			
LT 1 B			

C03223	\$3,434.78	6.350	15
FINNEGAN, DONALD J & KAREN L			
YELLOWSTONE CLUB ESTATES 1ST, S30, T01 N, R25 E, BLOCK 002, Lot 002,			
LT 2 B			
C03224	\$5,447.39	6.350	15
ANDERS, KEVIN C & DENISE L			
YELLOWSTONE CLUB ESTATES 1ST, S30, T01 N, R25 E, BLOCK 002, Lot 003,			
LT 3 B			
C03225	\$3,504.45	6.350	15
YOCHEM, CONSTANCE S			
YELLOWSTONE CLUB ESTATES 1ST, S30, T01 N, R25 E, BLOCK 002, Lot 004,			
LT 4 B			
C03227	\$3,494.26	6.350	15
SCHWARTZ FAMILY TRUST			
YELLOWSTONE CLUB ESTATES 1ST, S30, T01 N, R25 E, BLOCK 002, Lot 006,			
LT 6 B			
C03230	\$4,362.94	6.350	15
SLADE, MATTHEW L & ANGELA M			
YELLOWSTONE CLUB ESTATES 1ST, S30, T01 N, R25 E, BLOCK 002, Lot 009,			
LT 9 B			
C03232	\$3,879.59	6.350	15
OLSEN, ROBERT L & CAROLE A			
YELLOWSTONE CLUB ESTATES 1ST, S30, T01 N, R25 E, BLOCK 002, Lot 011,			
LT 11			
C03233	\$3,779.77	6.350	15
SMITH, SCOTT P & MARCIE JENAY			
YELLOWSTONE CLUB ESTATES 1ST, S30, T01 N, R25 E, BLOCK 002, Lot 012,			
LT 12			
C03234	\$3,488.67	6.350	15
ALEY, MATTHEW W			
YELLOWSTONE CLUB ESTATES 1ST, S30, T01 N, R25 E, BLOCK 002, Lot 013,			
LT 13			
C03236	\$3,488.67	6.350	15
BERINGER, RUBEN			
YELLOWSTONE CLUB ESTATES 1ST, S30, T01 N, R25 E, BLOCK 002, Lot 015,			
LT 15			
C03240	\$3,465.64	6.350	15
VOGEL, MEREDITH A			
YELLOWSTONE CLUB ESTATES 1ST, S30, T01 N, R25 E, BLOCK 002, Lot 019,			
LT 19			
C03242	\$3,400.02	6.350	15

HARGROVE, DANIEL & RUTH  
YELLOWSTONE CLUB ESTATES 1ST, S30, T01 N, R25 E, BLOCK 002, Lot 021,  
LT 21

C03244 \$4,235.89 6.350 15  
PORTER, KIRK A & NANCY K  
YELLOWSTONE CLUB ESTATES 1ST, S30, T01 N, R25 E, BLOCK 002, Lot 023,  
LT 23

C03245 \$3,652.72 6.350 15  
SWEDBERG, RODNEY E  
YELLOWSTONE CLUB ESTATES 1ST, S30, T01 N, R25 E, BLOCK 002, Lot 024,  
LT 24

C03246 \$3,584.17 6.350 15  
ZAGEL, BRUCE R & KATHLEEN R  
YELLOWSTONE CLUB ESTATES 1ST, S30, T01 N, R25 E, BLOCK 002, Lot 025,  
LT 25

C03252 \$6,313.27 6.350 15  
GROTH, DOUGLAS W  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 003, Lot 005,  
LT 5 B

C03253 \$6,668.59 6.350 15  
OKERMAN, MICHAEL  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 003, Lot 006,  
LT 6 B

C03256 \$5,697.02 6.350 15  
KELLER, SUSAN K & GREGORY C  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 003, Lot 009,  
LT 9 B

C03258 \$3,511.71 6.350 15  
KAZMIERSKI, FRED & NAN A  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 003, Lot 011,  
LT 11

C03261 \$4,408.17 6.350 15  
ADAM, ROGER L & BETH E  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 003, Lot 014,  
LT 14

C03262 \$3,518.83 6.350 15  
STANLEY, BARBARA T &  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 003, Lot 015,  
LT 15

C03274 \$3,416.77 6.350 15  
WEDUL, ARVID B & EXEL L

YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 004, Lot 010,  
LT 10

C03276B \$3,416.77 6.350 15  
GRILL, CARMELLA CAMPANIAN & LEWIS J  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 005, Lot 003,  
LT 3 B

C03277B \$3,416.77 6.350 15  
RODRIGUEZ, DANIEL V & TERESA M  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 005, Lot 006,  
LT 6 B

C03278 \$3,416.77 6.350 15  
JUDSON, GREGORY L  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 005, Lot 007,  
LT 7 B

C03278A \$3,551.64 6.350 15  
FRALEY MONTANA PROPERTIES LLC  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 005, Lot 008,  
LT 8 B

C03279A \$3,404.63 6.350 15  
CLARK, FLORENCE L &  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 005, Lot 11A,  
LT 11A

C03280B \$3,416.77 6.350 15  
WARD, RONNIE L & BRENDA K  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 005, Lot 015,  
LT 15

C03281B \$3,426.41 6.350 15  
REASNOR, BRYANT M & AMANDA J  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 005, Lot 19A,  
LT 19A

C03281C \$3,535.72 6.350 15  
WILCOX, JOHN H & ANN E  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 005, Lot 20A,  
LT 20A

C03282 \$3,933.35 6.350 15  
EISELE, BARTON G & SHIRLEY L  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 006, Lot 001,  
LT 1 B

C03284 \$2,826.21 6.350 15  
ROBINSON, GEORGE STEPHEN &  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 006, Lot 007,  
LT 7 B

C03284A	\$3,429.76	6.350	15
GLENN, GUY C & LUCIA H			
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 006, Lot 008,			
LT 8 B			
C03285	\$3,516.32	6.350	15
BROWN-GREEN, STACY L			
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 006, Lot 010,			
LT 10			
C03285A	\$3,529.86	6.350	15
STARR, DAVID L & JOEY G			
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 006, Lot 011,			
LT 11			
C03285B	\$3,567.84	6.350	15
PFAFF, GARY A & MARLENE R			
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 006, Lot 012,			
LT 12			
C03288A	\$3,552.62	6.350	15
RENN, RICHARD H			
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 006, Lot 020,			
LT 20			
C03290	\$3,413.70	6.350	15
LOUCKS, ROBERT & STACY			
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 007, Lot 002,			
LT 2 B			
C03290B	\$3,416.77	6.350	15
HALSTVEDT, JOHN L & MARY B			
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 007, Lot 004,			
LT 4 B			
C03292A	\$3,539.08	6.350	15
SMITH, RONDA S			
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 007, Lot 009,			
LT 9 B			
C03292B	\$3,451.96	6.350	15
WAGGONER, CAROLINE			
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 007, Lot 010,			
LT 10			
C03293	\$3,539.63	6.350	15
WARD, RICHARD A			
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 007, Lot 011,			
LT 11			
C03296	\$3,330.21	6.350	15

HARDY BUILDERS INC  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 007, Lot 15A,  
LT 15A

C03302 \$4,058.86 6.350 15  
DOLAN, EUGEN J & MARIETTA  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 007, Lot 021,  
LT 21

C03306 \$3,514.50 6.350 15  
PATTEE, MARK E & TERI L  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 008, Lot 004,  
LT 4 B  
C03313 \$3,559.46 6.350 15  
ROSATTI, ROBERT J & MARIAN M  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 008, Lot 011,  
LT 11

C03315 \$3,746.96 6.350 15  
REINEKING, JEFF E & PATRICIA  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 008, Lot 013,  
LT 13

C03316 \$4,213.27 6.350 15  
JOHNS, MERLE P & DIANE M  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 008, Lot 014,  
LT 14

C03321 3,731.46 6.350 15  
BERNHARDT, ROGER E  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 008, Lot 019,  
LT 19

C03322 \$3,701.73 6.350 15  
NIGH, DAVID G & SARAH P TRUSTEES  
YELLOWSTONE CLUB ESTATES 2ND, S30, T01 N, R25 E, BLOCK 008, Lot 020,  
LT 20

C03325 \$4,091.95 6.350 15  
ZAVITZ, RICHARD J  
YELLOWSTONE CLUB ESTATES 3RD, S30, T01 N, R25 E, BLOCK 009, Lot 004,  
LT 4 B

C03327 \$3,675.06 6.350 15  
MELZER, RICHARD B & ELIZABETH T  
YELLOWSTONE CLUB ESTATES 3RD, S30, T01 N, R25 E, BLOCK 009, Lot 006,  
LT 6 B

C03330 \$3,735.09 6.350 15  
HODGES, DAVID N & KATHRYN L  
YELLOWSTONE CLUB ESTATES 3RD, S30, T01 N, R25 E, BLOCK 009, Lot 009,  
LT 9 B

C03331B	\$3,593.80	6.350	15
MITCHELL, JEFFREY			
YELLOWSTONE CLUB ESTATES 3RD, S30, T01 N, R25 E, BLOCK 009, Lot 012,			
LT 12			
C03333	\$3,416.77	6.350	15
THOMPSON, THOMAS G			
YELLOWSTONE CLUB ESTATES 3RD, S30, T01 N, R25 E, BLOCK 009, Lot 016,			
LT 16			
C03334	\$3,658.72	6.350	15
BURKE, JACK G & LAURIE L			
YELLOWSTONE CLUB ESTATES 3RD, S30, T01 N, R25 E, BLOCK 009, Lot 018,			
LT 18			
C03335	\$3,602.32	6.350	15
GRAHAM, CHRISTOPHER			
YELLOWSTONE CLUB ESTATES 3RD, S30, T01 N, R25 E, BLOCK 009, Lot 019,			
LT 19			
C03340	\$3,653.28	6.350	15
TJAALAND, HERBERT L & MARY			
YELLOWSTONE CLUB ESTATES 3RD, S30, T01 N, R25 E, BLOCK 010, Lot 002,			
LT 2 B			
C03341	\$3,567.56	6.350	15
WESTERLUND, CHRISTOPHER R			
YELLOWSTONE CLUB ESTATES 3RD, S30, T01 N, R25 E, BLOCK 010, Lot 006,			
LT 6 B			
C03342	\$3,567.56	6.350	15
CAHILL, PATRICK J & EDNA R			
YELLOWSTONE CLUB ESTATES 3RD, S30, T01 N, R25 E, BLOCK 010, Lot 009,			
LT 9 B			
C03343A	\$3,416.77	6.350	15
HAYNES, MARK J			
YELLOWSTONE CLUB ESTATES 3RD, S30, T01 N, R25 E, BLOCK 010, Lot 011,			
LT 11			
C03344	\$3,416.77	6.350	15
TORRES, RUDOLPH M & VICKI AMUNRUD			
YELLOWSTONE CLUB ESTATES 3RD, S30, T01 N, R25 E, BLOCK 010, Lot 012,			
LT 12			
C03345	\$3,416.77	6.350	15
BUKOWSKI, GENE W & CYNTHIA L			
YELLOWSTONE CLUB ESTATES 3RD, S30, T01 N, R25 E, BLOCK 010, Lot 013,			
LT 13			
C03346B	\$5,369.62	6.350	15

CARLSON, CYNTHIA K  
YELLOWSTONE CLUB ESTATES 3RD, S30, T01 N, R25 E, BLOCK 010, Lot 018,  
LT 18

C03348 \$3,522.18 6.350 15  
SURWILL, BENEDICT J III  
YELLOWSTONE CLUB ESTATES 4TH, S30, T01 N, R25 E, BLOCK 011, Lot 001,  
LT 1 B

C03352 \$3,487.28 6.350 15  
ROCKY MOUNTAIN AIRCRAFT LEASING LLC  
YELLOWSTONE CLUB ESTATES 4TH, S30, T01 N, R25 E, BLOCK 011, Lot 006,  
LT 6 B

C03355 \$3,487.28 6.350 15  
COOKE, CAROLEE F  
YELLOWSTONE CLUB ESTATES 4TH, S30, T01 N, R25 E, BLOCK 012, Lot 001,  
LT 1 B

C03356 \$3,474.29 6.350 15  
FEDERAL NATIONAL MORTGAGE ASSOCIATI  
YELLOWSTONE CLUB ESTATES 4TH, S30, T01 N, R25 E, BLOCK 012, Lot 002,  
LT 2 B

C03361 \$3,487.28 6.350 15  
SCHNEIDER, DOROTHY A  
YELLOWSTONE CLUB ESTATES 4TH, S30, T01 N, R25 E, BLOCK 012, Lot 007,  
LT 7 B

C03364 \$7,042.69 6.350 15  
GRAY, MICHAEL J & REBECCA J  
YELLOWSTONE CLUB ESTATES 5TH, S30, T01 N, R25 E, BLOCK 013, Lot 01A,  
LT 1A

C03367 \$3,711.08 6.350 15  
BANK OF NEW YORK  
YELLOWSTONE CLUB ESTATES 4TH, S30, T01 N, R25 E, BLOCK 013, Lot 04A,  
LT 4A

C03374B \$3,487.28 6.350 15  
LEICHNER, JOHN A & SANDY  
YELLOWSTONE CLUB ESTATES 4TH, S30, T01 N, R25 E, BLOCK 015, Lot 003,  
LT 3 B

C03375 \$3,501.10 6.350 15  
GRIMSLEY, PATRICK F & LISA A  
YELLOWSTONE CLUB ESTATES 4TH, S30, T01 N, R25 E, BLOCK 015, Lot 005,  
LT 5 B

C03377A \$4,077.43 6.350 15  
KERNALL, DAVID

YELLOWSTONE CLUB ESTATES 4TH, S30, T01 N, R25 E, BLOCK 015, Lot 008,  
LT 8 B

C03377C \$3,574.54 6.350 15  
CLARK, ERNEST E & DOROTHY A  
YELLOWSTONE CLUB ESTATES 4TH, S30, T01 N, R25 E, BLOCK 015, Lot 010,  
LT 10

C03379 \$3,487.28 6.350 15  
MANNING, THOMAS G & CHRISTINE M  
YELLOWSTONE CLUB ESTATES 4TH, S30, T01 N, R25 E, BLOCK 016, Lot 002,  
LT 2 B

C03380 \$3,487.28 6.350 15  
JUDGE, MICHAEL J & ROSEMARY F  
YELLOWSTONE CLUB ESTATES 4TH, S30, T01 N, R25 E, BLOCK 016, Lot 003,  
LT 3 B

C03382 \$3,411.89 6.350 15  
BUTLER, HOWARD T  
YELLOWSTONE CLUB ESTATES 4TH, S30, T01 N, R25 E, BLOCK 016, Lot 006,  
LT 6 B

C03383 \$3,411.89 6.350 15  
MUNDT, REBECCA RUTH  
YELLOWSTONE CLUB ESTATES 4TH, S30, T01 N, R25 E, BLOCK 016, Lot 007,  
LT 7 B

C05693 \$3,948.70 6.350 15  
LINDELL, SCOTT & JILL  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 020, Lot 001,  
LT 1 B

C05694 \$3,667.24 6.350 15  
KING, JACK E & MARY SUSAN  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 020, Lot 002,  
LT 2 B

C05695 \$3,856.70 6.350 15  
GREEN, JOHN W & CAROL L H TRUST  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 020, Lot 003,  
LT 3 B

C05697 \$4,198.61 6.350 15  
SHIRLEY, CLINT F  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 020, Lot 005,  
LT 5 B

C05699 \$3,601.20 6.350 15  
MYSSE, ARNE R & VIKKI L  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 020, Lot 007,  
LT 7 B

C05700	\$3,642.11	6.350	15
MARTIN, BRADLEY A			
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 020, Lot 008,			
LT 8 B			
C05705	\$4,167.90	6.350	15
WING, CHERYL S			
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 020, Lot 013,			
LT 13			
C05709	\$3,756.04	6.350	15
HABECK, CHARLES J & SALLY J			
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 020, Lot 017,			
LT 17			
C05711	\$4,551.14	6.350	15
PUERINGER, ROBERT JOSEPH &			
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 020, Lot 019,			
LT 19			
C05712	\$4,210.20	6.350	15
DAINES, DAVID T & MARIBETH W			
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 020, Lot 020,			
LT 20			
C05713	\$3,794.01	6.350	15
REPLOGLE, ROBERT E			
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 020, Lot 021,			
LT 21			
C05714	\$3,646.72	6.350	15
BIGGS, BRIAN			
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 020, Lot 022,			
LT 22			
C05716	\$3,642.11	6.350	15
SMITH, CARY L & SUSAN B			
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 020, Lot 024,			
LT 24			
C05717	\$3,642.11	6.350	15
NIELSEN, MICHAEL D			
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 020, Lot 025,			
LT 25			
C05718	\$3,642.11	6.350	15
LACEY, LAURA J TRUSTEE			
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 020, Lot 026,			
LT 26			
C05719	\$5,600.82	6.350	15

SCHMECHEL, MICHAEL T & CHRISTINE G  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 020, Lot 027,  
LT 27

C05723 \$3,650.77 6.350 15  
HEADRICK, DAVID P & SHAY M  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 021, Lot 001,  
LT 1 B

C05728 \$3,724.48 6.350 15  
LAMOTTE, GREGORY &  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 021, Lot 006,  
LT 6 B

C05730 \$3,912.54 6.350 15  
BOSCHINI, FERNANDO G & PATRICIA R  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 022, Lot 004,  
LT 4 B

C05731 \$4,247.90 6.350 15  
KAUTZMAN, JEROME  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 022, Lot 005,  
LT 5 B

C05734 \$4,771.59 6.350 15  
STUTZNEGGER, SOL  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 022, Lot 011,  
LT 11

C05735 \$4,365.73 6.350 15  
REINEKING, JON K & GLENDA R  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 022, Lot 014,  
LT 14

C05737 \$6,523.53 6.350 15  
STACEY, CALVIN J & TAMERA M C  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 022, Lot 016,  
LT 16

C05738 \$5,575.14 6.350 15  
GROB, MICHAEL & KRISTI  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 022, Lot 017,  
LT 17

C05740 \$3,646.58 6.350 15  
SCHMITT, MICHAEL E & LORI A  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 022, Lot 019,  
LT 19

C05742 \$3,478.20 6.350 15  
PESTLE, DANIEL S & REBECCA L

YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 022, Lot 028,  
LT 28

C05746 \$3,609.44 6.350 15  
MICHELOTTI, ROBERT G JR & CONNIE M  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 022, Lot 038,  
LT 38

C05748 \$4,170.41 6.350 15  
SANDERS, DOUGLAS E & CINDY  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 024, Lot 003,  
LT 3 B

C05749 \$4,275.26 6.350 15  
BERG, PAUL D  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 025, Lot 001,  
LT 1 B

C05753 \$3,694.61 6.350 15  
MULLOWNEY, PATRICK J & IRIS K  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 025, Lot 005,  
LT 5 B

C05761 \$5,108.06 6.350 15  
BATTAGLIA, JOHN RTRUSTEE  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 025, Lot 013,  
LT 13

C05762 \$4,807.61 6.350 15  
SELENSKY, RICHARD F & AMY E  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 025, Lot 014,  
LT 14

C05763 \$5,890.46 6.350 15  
PLATH, R RUSSELL & SUSAN L  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 025, Lot 015,  
LT 15

C05764 \$5,474.13 6.350 15  
SCHNEIDER, MICHELLE RENEE  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 025, Lot 016,  
LT 16

C05770 \$3,771.39 6.350 15  
BRONSON, GEORGE M & GAIL F  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 025, Lot 022,  
LT 22

C05774 \$4,425.90 6.350 15  
HATZELL, ERIC JOSEPH  
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 025, Lot 026,  
LT 26

C05783	\$4,863.04	6.350	15
KHOE, DAVID R & KARI M			
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 025, Lot 035,			
LT 35			
C05790	\$3,379.64	6.350	15
LUSSE, ARTHUR W & KATHERINE W			
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 026, Lot 006,			
LT 6 B			
C05791	\$3,401.14	6.350	15
STINEHAGEN, JAMES & CHRYSTL			
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 026, Lot 007,			
LT 7 B			
C05793	\$3,401.14	6.350	15
QUARLES, TIMOTHY D			
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 026, Lot 009,			
LT 9 B			
C05797	\$3,465.50	6.350	15
FORSYTH, JAMES W & CHANTELLE			
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 026, Lot 013,			
LT 13			
C05798	\$3,465.50	6.350	15
ALWEIS, SHELDON			
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 026, Lot 014,			
LT 14			
C05800	\$3,541.31	6.350	15
EVANS, ALAN R & SHARON F			
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 026, Lot 016,			
LT 16			
C05801	\$3,977.04	6.350	15
RILEY, EDWARD J			
YELLOWSTONE CLUB ESTATES 6TH, S30, T01 N, R25 E, BLOCK 026, Lot 017,			
LT 17			
C11627	\$2,953.81	6.350	15
KEITH, PHILIP D			
UNIT G WEDGEWOOD CONDO 1/8TH % INT IN COMM ELEMENTS LTS 3A,5A,6,7A,8A1			
BLK			

**SECTION 2: DISPOSITION OF COLLECTION.** All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

SECTION 3: NOTICE AND HEARING. On Monday, September 14, 2009 at 6:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27<sup>th</sup> St., Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 14<sup>th</sup> day of September, 2009.

CITY OF BILLINGS:

BY: \_\_\_\_\_  
Ron Tussing, Mayor

ATTEST:

BY: \_\_\_\_\_  
Cari Martin, City Clerk

**Regular City Council Meeting****Regular : 4.E.****Date: 09/14/2009****TITLE: Public Hearing SID 1385**

Patrick M. Weber, Financial

**PRESENTED BY:** Services Manager**Department:** City Hall Administration

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**Information****PROBLEM/ISSUE STATEMENT**

The assessment for SID 1385 (Miller Crossing) has been completed by the Finance Division and is ready to spread on the tax rolls. This project is for street improvements along King Ave East. This project and bond sale have previously been approved by council.

**ALTERNATIVES ANALYZED**

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Not approve the resolution, the tax payers will not be assessed, and the General Fund will be responsible for paying for the improvements.

**FINANCIAL IMPACT**

The costs associated with SID 1385 are assessed per lot. The net effective interest rate is 7.97%. Under the State statute 7-12-4189, the City is required to add  $\frac{1}{2}$  of 1% for a total rate of 8.47%. The  $\frac{1}{2}$  of 1% will be used as additional security on bond issues, as stated in the final bond resolution. Interest earnings and prior collections are subtracted from the final construction cost and spread to the appropriate properties. Any remaining fund balances are used to call bonds.

**RECOMMENDATION**

Staff recommends that a public hearing be held and Council passes the proposed resolution on September 14, 2009.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

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Link: [Resolution](#)

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**Attachment A**

**RESOLUTION 09 \_\_\_\_\_**

**A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1385, IN THE CITY OF BILLINGS, MONTANA.**

WHEREAS, the City created a special improvement district or project known as 1385 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

**SECTION 1: LEVY AND ASSESSMENT.** That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1385 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

<b>Tax Code /Owner Name /Legal Description</b>	<b>Assessment Amount</b>	<b>Interest Rate</b>	<b>Years Assessed</b>
A30783 CABELA'S WHOLESALE, INC MILLER CROSSING SUBD 412, S16, T01 S, R26 E, BLOCK 1 LOT 2A3A	\$86, 544.00	5.470	1
A34216 SAM'S REAL ESTATE BUSINESS TRUST MILLER CROSSING SUBD 412, BLOCK 1 LOT 2A4 AMD (08) (OLD#A30783)	\$140,656.00	5.470	1
A34215 SOUTH BILLINGS CENTER LLC MILLER CROSSING SUBD 2 <sup>ND</sup> FILING (09), S16, T1S, R26E, BLOCK 1 LOT 1	\$169,290.00	5.470	1

SECTION 2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

SECTION 3: NOTICE AND HEARING. On Monday, September 14, 2009 at 6:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27<sup>th</sup> St., Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 14<sup>th</sup> day of September, 2009.

CITY OF BILLINGS:

BY: \_\_\_\_\_  
Ron Tussing, Mayor

ATTEST:

BY: \_\_\_\_\_  
Cari Martin, City Clerk

**Regular City Council Meeting****Regular : 4.F.****Date: 09/14/2009****TITLE: Public Hearing SID 1386**

Patrick M. Weber, Financial

**PRESENTED BY:** Services Manager**Department:** City Hall Administration

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**Information****PROBLEM/ISSUE STATEMENT**

The assessment for SID 1386 (East & West MacDonald Drive) has been completed by the Finance Division and is ready to spread on the tax rolls. This project is for street and storm improvements. This project and bond sale have previously been approved by council.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the resolution; or
- Not approve the resolution, the tax payers will not be assessed, and the General Fund will be responsible for paying for the improvements.

**FINANCIAL IMPACT**

The costs associated with SID 1386 are assessed per lot. The net effective interest rate is 5.28%. Under the State statute 7-12-4189, the City is required to add  $\frac{1}{2}$  of 1% for a total rate of 5.78%. The  $\frac{1}{2}$  of 1% will be used as additional security on bond issues, as stated in the final bond resolution. Interest earnings and prior collections are subtracted from the final construction cost and spread to the appropriate properties. Any remaining fund balances are used to call bonds.

**RECOMMENDATION**

Staff recommends that a public hearing be held and Council passes the proposed resolution on September 14, 2009.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

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Link: [Resolution](#)

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**Attachment A**

**RESOLUTION 09 \_\_\_\_\_**

**A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1386, IN THE CITY OF BILLINGS, MONTANA.**

WHEREAS, the City created a special improvement district or project known as 1386 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

**SECTION 1: LEVY AND ASSESSMENT.** That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1386 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

<b>Tax Code /Owner Name /Legal Description</b>	<b>Assessment Amount</b>	<b>Interest Rate</b>	<b>Years Assessed</b>
A08359 THOMPSON, STANLEY L & MARY E GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 001	\$8,100.25	5.780	15
A08360 SAYLOR, SCOTT & ANNETTE D GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 002, LT 2 BLK 1	\$8,194.16	5.780	15
A08361 KLATT, BRUCE K & SALLY E GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 003	\$7,935.90	5.780	15
A08362	\$8,182.42	5.780	15

MARTINEZ, LORENZO R JR & LISA L  
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 004, LOT 4  
BLK 1

A08363	\$8,182.42	5.780	15
SPEER, DOUGLAS T & DEBORAH G			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 005, L:5			
B:1 GRE			
A08364	\$7,043.71	5.780	15
BOWER, DAMON E & TENNYSON A			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 006, LT 6			
BLK 1			
A08365	\$8,452.43	5.780	15
HONAKER, JAMES W			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 007, LT 7			
BLK 1			
A08366	\$8,088.51	5.780	15
POLLY, WILLIAM R JR & LYNNE I			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 008			
A08368	\$7,818.50	5.780	15
RICKTER, KLAUS P & ROBIN L			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 011			
A08369	\$5,259.32	5.780	15
WOHLGENANT, DUNCAN			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 012, L:12			
B:1 GR			
A08370	\$5,259.32	5.780	15
GORMLEY, BEVERLY M			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 013, L:13 &			
14 B			
A08371A	\$5,259.32	5.780	15
LARSEN, PEGGY F			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 17A, LT 17A			
BLK			
A08372	\$5,259.32	5.780	15
RYAN, MARGARET R TRUST			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 018, LT 18			
BLK 1			
A08373	\$5,259.32	5.780	15
RYAN, MARGARET R TRUST			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 019, LT 19			
BLK 1			

A08374A	\$5,259.32	5.780	15
STEINMETZ, KENNETH A & TERRI L			
MURPHY SUBD, S26, T01 N, R25 E, BLOCK 001, Lot 002, LT 2 BLK 1 MURPHY			
SUB			
A08375	\$5,259.32	5.780	15
GRAHAM, DAVID M			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 23A, LT 23A			
BLK			
A08376	\$8,828.09	5.780	15
SCHUSTER, RONALD L & VIRGINIA K			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 026, L:26			
B:1 GR			
A08377	\$8,252.86	5.780	15
DEBOO, JOHN C & ANNE M			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 027			
A08378	\$9,051.13	5.780	15
MARIENBERG, MARCO & ANDREW			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 028, LT 28			
BLK 1			
A08379A	\$8,828.09	5.780	15
WALTON, RICHARD M &			
LTS 29 - 30 BLK 1 GREGORY SUB 1ST FIL (COMBO W/A08379) (08)			
A08379B	\$3,732.64	5.780	15
WILLIAMSON, MILES BRETT & STACEY			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 031, LT 31			
BLK 1			
A08380	\$7,795.02	5.780	15
LACKMAN, EILEEN BELLE			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 032			
A08381	\$8,053.29	5.780	15
DARLING, JAMES E & ANDREA P			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 033			
A08382	\$3,732.64	5.780	15
GULLARD, WILLIAM G & BEATRICE			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 034			
A08384	\$7,665.89	5.780	15
ANDERSON, DARRELL, TRUDY			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 036, ALSO S			
10FT			
A08385	\$7,149.36	5.780	15
MANSKE, JEANNE H & WILLIAM J			

GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 037, N65'  
LT 37

A08387	\$8,968.96	5.780	15
KAHN, PATRICIA A			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 039, L:39			
B:1 GR			
A08388	\$3,732.64	5.780	15
SULLIVAN, JEAN C			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 040, LT 40			
BLK 1			
A08390	\$3,732.64	5.780	15
STERHAN, DONALD J & MARJORIE A			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 042, LT 42			
BLK 1			
A08391	\$3,732.64	5.780	15
GALL, DANIEL L & KAREN SANFORD			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 043, LT 43			
BLK 1			
A08392	\$3,732.64	5.780	15
SCHILTZ, JOHN A			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 044, LT 44			
BLK 1			
A08393	\$3,732.64	5.780	15
DIETRICH, JANET L &			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 045			
A08394	\$3,732.64	5.780	15
HARPER, P BRUCE & BARBARA A			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 046, ALSO E			
10FT			
A08394A	\$3,732.64	5.780	15
STINSON, EVELYN			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 047, LESS E			
10FT			

SECTION 2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments

become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

SECTION 3: NOTICE AND HEARING. On Monday, September 14, 2009, at 6:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27<sup>th</sup> St., Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 14<sup>th</sup> day of September, 2009.

CITY OF BILLINGS:

BY: \_\_\_\_\_  
Ron Tussing, Mayor

ATTEST:

BY: \_\_\_\_\_  
Cari Martin, City Clerk

**Date: 09/14/2009**

**TITLE: Public Hearing Respread SID 1378**

Patrick M. Weber, Financial

**PRESENTED BY:** Services Manager

**Department:** City Hall Administration

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### **Information**

#### **PROBLEM/ISSUE STATEMENT**

The assessment for SID 1378 (Clevenger Ave) has been completed by the Finance Division and is ready to spread on the tax rolls. SID 1378 was originally spread based on bond cost and is now being re-spread based on construction cost. This project is for street and storm improvements along Clevenger Ave.

#### **ALTERNATIVES ANALYZED**

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Not approve the resolution, the tax payers will not be assessed, and the General Fund will be responsible for paying for the improvements.

#### **FINANCIAL IMPACT**

The costs associated with SID 1378 are assessed per lot. The net effective interest rate is 5.10%. Under the State statute 7-12-4189, the City is required to add  $\frac{1}{2}$  of 1% for a total rate of 5.60%. The  $\frac{1}{2}$  of 1% will be used as additional security on bond issues, as stated in the final bond resolution. Interest earnings and prior collections are subtracted from the final construction cost and spread to the appropriate properties. Any remaining fund balances are used to call bonds.

#### **RECOMMENDATION**

Staff recommends that a public hearing be held and Council passes the proposed resolution on September 14, 2009.

#### **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Link: [Resolution](#)

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**Attachment A**

**RESOLUTION 09 \_\_\_\_\_**

**A RESOLUTION RELEVYING AND REASSESSING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1378, IN THE CITY OF BILLINGS, MONTANA.**

WHEREAS, the City created a special improvement district or project known as 1378 and;

WHEREAS, it is necessary to relevy and reassess a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project. The original assessment was calculated on the bond sale cost. After construction was completed, the City adjusted the assessment by using the project cost; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: **RELEVY AND REASSESSMENT.** That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1378 of the City of Billings, Montana, there is hereby relevied and reassessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

<b>Tax Code</b>	<b>Assessment</b>	<b>Interest</b>	<b>Years</b>
<b>/Owner Name</b>	<b>Amount</b>	<b>Rate</b>	<b>Assessed</b>
<b>/Legal Description</b>			
A09626A	\$10,495.00	5.600	14
PAUL AND WANDA HARTMAN LIVING TRUST			
KISSEE SUBD, S09, T01 S, R26 E, BLOCK 001, Lot 005, W 35 FT OF LT 5 AND E			
A09627	\$10,868.00	5.600	14
SOTO, GLORIA J TRUSTEE OF THE			
KISSEE SUBD, S09, T01 S, R26 E, BLOCK 001, Lot 006, W35' LT 6 & E35' LT 7 B			
A09627A	\$10,681.00	5.600	14
HUCK, SCOTT A & ANNA M			
KISSEE SUBD, S09, T01 S, R26 E, BLOCK 001, Lot 007, W25' L:7 E40' L:8 B:1 K			

A09629	\$11,242.00	5.600	14
MINCHEW, ANDREW R & PATRICIA L			
KISSEE SUBD, S09, T01 S, R26 E, BLOCK 001, Lot 009, W20' L:9 ALL L:10 B:1 K			
A09630	\$10,550.00	5.600	14
O'BRIEN, TIMOTHY J			
KISSEE SUBD, S09, T01 S, R26 E, BLOCK 002, Lot 001			
A09631	\$10,495.00	5.600	14
HOFFMAN AIMEE K			
KISSEE SUBD, S09, T01 S, R26 E, BLOCK 002, Lot 002, LT 2 BLK 2 KISSEE SUB			
A09632	\$10,495.00	5.600	14
RODDA, FREDERICK & JULIE			
KISSEE SUBD, S09, T01 S, R26 E, BLOCK 002, Lot 003, LT 3 BLK 2 KISSEE SUB			
A09634	\$10,495.00	5.600	14
STEPHENS, DAVID W & GERTRUDE E			
KISSEE SUBD, S09, T01 S, R26 E, BLOCK 002, Lot 005			
A09636	\$10,495.00	5.600	14
ROBBINS, ROBYN			
KISSEE SUBD, S09, T01 S, R26 E, BLOCK 002, Lot 008, L:8 B:2 KISSEE SUB			
A09637	\$10,495.00	5.600	14
RIDL, JANICE A			
KISSEE SUBD, S09, T01 S, R26 E, BLOCK 002, Lot 009, LT 9 BLK 2 KISSEE SUB			
A09638	\$10,495.00	5.600	14
HUGHS, CECIL C & JEAN			
KISSEE SUBD, S09, T01 S, R26 E, BLOCK 002, Lot 010			

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, September 14, 2009 at 6:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27<sup>th</sup> St., Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 14<sup>th</sup> day of September, 2009.

CITY OF BILLINGS:

BY: \_\_\_\_\_  
Ron Tussing, Mayor

ATTEST:

BY: \_\_\_\_\_  
Cari Martin, City Clerk

**Regular City Council Meeting**

**Regular : 6.**

**Date: 09/14/2009**

**TITLE: Public Hearing for Proposed Street Name Change of Cynthia Park Drive to Sky Run Drive**

**PRESENTED BY:** David Mumford

**Department:** Public Works

---

### **Information**

#### **PROBLEM/ISSUE STATEMENT**

William Krutzfeldt, developer of Mont Vista Subdivision, has requested that Cynthia Park Drive west of 50th Street West be renamed as Sky Run Drive. The preliminary plat of Mont Vista Subdivision was approved at the June 22, 2009, City Council Meeting. In the Mont Vista Subdivision, Sky Run Drive will be dedicated and run into Cynthia Park Drive. Cynthia Park Drive is undeveloped and is abutted by Mont Vista Subdivision on one side and Cynthia Park on the other side. No address changes will be required as a result of this request.

#### **ALTERNATIVES ANALYZED**

The Council may:

- Approve resolution allowing street name change.
- Not approve resolution allowing street name change.

#### **FINANCIAL IMPACT**

Due to the fact that Cynthia Park Drive is undeveloped, there is no financial impact to changing Cynthia Park Drive to Sky Run Drive.

#### **RECOMMENDATION**

Staff recommends that Council approve the resolution allowing the street name change of Cynthia Park Drive to Sky Run Drive.

#### **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Link: [Map of Cynthia Park Drive](#)

Link: [Formal Request from Developer](#)

Link: [Resolution](#)

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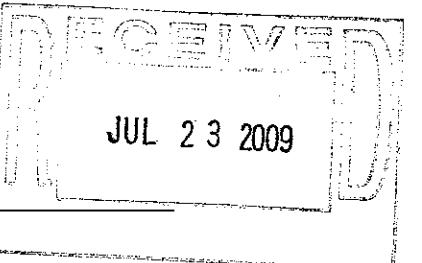
**KRUTZFELDT RANCH, LLC**

**BOX 1265**

**MILES CITY MT 59301**

**PHONE: 406-951-4200 FAX: 406-234-2226**

**E-mail: [wkj@middrivers.com](mailto:wkj@middrivers.com)**



Mr. Chris Hertz, P.E.  
Staff Engineer  
Billings Public Works  
510 North Broadway, 4<sup>th</sup> Floor  
Billings, MT 59101

Re: Cynthia Park Drive name change

Dear Mr. Hertz:

As a follow-up to our recent e-mails, would you please proceed to change the name of Cynthia Park Drive to a new name of Sky Run Drive.

Presently, Cynthia Park Drive is an unpaved street approximately 250 feet long and it runs into Sky Run Drive on its west end. Sky Run Drive is the name of a street in the Mont Vista Subdivision that will be filing a plat using the name Sky Run Drive.

Krutzfeldt Ranch, LLC owns the land north and west of Cynthia Park Drive. Cynthia Park is south of Cynthia Park Drive and Krutzfeldt Ranch, LLC owns the land south of Cynthia Park. The land east of Cynthia Drive is 50<sup>th</sup> Street West and is annexed into the City of Billings. Except for the City, it appears Krutzfeldt Ranch, LLC is the only abutting landowner.

Thank you for your assistance.

Sincerely,

  
William J. Krutzfeldt

P.O. Box 1265  
Miles City, MT 59301  
Cell Phone: (406) 951-4200  
Fax: (406) 234-2226  
Email: [wkj@middrivers.com](mailto:wkj@middrivers.com)

RESOLUTION NO. 09-\_\_\_\_\_

A RESOLUTION PURSUANT TO BILLINGS, MONTANA  
CITY CODE ARTICLE 22-700, RENAMING THE STREET OF  
CYNTHIA PARK DRIVE TO SKY RUN DRIVE.

WHEREAS, the City Council has authority to change the name of any street or avenue pursuant to Section 22-700, Billings, Montana City Code (BMCC); and

WHEREAS, the City Clerk published a notice of the public hearing in accordance with Section 22-702, Billings, Montana City Code (BMCC); and

WHEREAS, the City Clerk mailed a notice of the public hearing to each property owner, or his agent abutting Cynthia Park Drive, west of 50<sup>th</sup> Street West, in accordance with Section 22-702, Billings, Montana City Code (BMCC); and

WHEREAS, on Monday, September 14, 2009, the City Council held a public hearing on the renaming of Cynthia Park Drive; and

WHEREAS, the City Council of Billings finds that the renaming of Cynthia Park Drive is acceptable; and

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

That once a copy of this resolution is filed with the Yellowstone County Clerk and Recorder, the street of Cynthia Park Drive, west of 50<sup>th</sup> Street West is deemed changed to SKY RUN DRIVE.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 14<sup>th</sup> day of September, 2009.

---

\_\_\_\_\_  
Mayor

Attest:

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\_\_\_\_\_  
City Clerk

**Regular City Council Meeting****Regular : 7.****Date: 09/14/2009****TITLE: Public Hearing and Resolution Relating to Petitions for Reduction of Arterial Construction Fee Assessments****PRESENTED BY:** David Mumford**Department:** Public Works

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**Information****PROBLEM/ISSUE STATEMENT**

The City Council adopted Ordinance 05-5322 on arterial construction fees on April 11, 2005, in part to provide relief to commercially-zoned properties being used solely as owner-occupied single family residences. The ordinance states, "The City Council may provide an exemption to commercially zoned properties that are currently owner-occupied as a single-family residence. The property owner must annually request the exemption through the Public Works Department by August 31 of each year." The City Council adopted Ordinance 08-5478 on September 22, 2008, which allows a Residential Manufactured Home (RMH)-zoned property owner to also petition for a reduction of arterial construction fee assessments if the parcel is used solely as an owner-occupied single family residence. The relief in both of these situations may be in the form of capping the parcel square footage at 9,600 square feet and calculating the assessment based on the R-9600 zoning rate instead of commercial or RMH zoning rates.

Public Works Administration staff developed a form for property owners meeting the criteria specified in Ordinance 08-5478 to annually petition the City Council for a reduction of their arterial construction fee assessment. A copy of the form is available at the Public Works front counter, at the Finance Division front counter, at the City Administrator's Office front counter, or by calling any of these offices. Property owners may also submit the form online through the City's website at <http://ci.billings.mt.us>.

As of August 31, 2009, the Public Works Department received seven (7) completed and signed petitions. All seven parcels meet the criteria specified in Ordinance 08-5478.

**ALTERNATIVES ANALYZED**

The Council must hold a public hearing and may:

- \* Reduce the arterial construction fee assessments for the seven (7) parcels meeting the criteria of Ordinance 08-5478.
- \* Do not reduce the arterial construction fee assessments for the seven (7) parcels meeting the criteria of Ordinance 08-5478.

**FINANCIAL IMPACT**

Reducing the arterial construction fee assessments on the seven (7) parcels meeting the criteria of Ordinance 08-5478 means the City will collect \$2,125.92 less than if the City Council denied the petitions.

**RECOMMENDATION**

Staff recommends that the City Council hold a public hearing and approve a Resolution reducing the arterial construction fee assessments for the six (6) commercially-zoned parcels and one (1) RMH-zoned parcel that meet the criteria of Ordinance 08-5478 by capping the parcel square footage at 9,600 square feet and calculating the assessments based on the R-9600 zoning rate instead of commercial or RMH zoning rates.

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**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [ATTACHMENT A - 2009 Petitions for Reduction of ACF Assessments](#)

Link: [ATTACHMENT B - Petition for Reduction of ACF Assessments](#)

Link: [ATTACHMENT C - Resolution](#)

Link: [ATTACHMENT D - Legal Meeting Notice](#)

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## 2009 PETITIONS FOR REDUCTION OF ARTERIAL CONSTRUCTION FEE ASSESSMENTS

Attachment A

DATE REC'D	TAX CODE	ZONE	LAST NAME	FIRST NAME	PARCEL ADDRESS	PHONE	Comments	Assessment if Petition is NOT approved	Assessment if Petition IS Approved	Difference	Recommendation
6/25/2009	A05114	CI	Weisbeck	Peter P. & Lucile V.	107 S 8th Street West	406-259-2128		\$107.71	\$39.17	(\$68.54)	Approval
8/3/2009	D05200	HC	Moats	Melville E. & Vivian I.	2112 East Main Street	406-252-5049		\$519.52	\$39.17	(\$480.35)	Approval
8/5/2009	D05202	HC	Hatveldt	Art	2104 Bench Blvd	406-259-7090		\$566.42	\$39.17	(\$527.25)	Approval
8/7/2009	A11635	MCPZD	Nilson	Terry W.	922 North 30th Street	406-252-2500		\$65.45	\$28.56	(\$36.89)	Approval
8/13/2009	C01454A	RMH	Bauer	Dennis A. & Taya A.	437 Roxy Lane	406-245-7119		\$98.70	\$39.17	(\$59.53)	Approval
8/13/2008	C01104	HC	Fisher	Lee E. & Patricia J.	704 Logan Lane	406-252-6033		\$309.89	\$39.17	(\$270.72)	Approval
8/19/2009	C12313	HC	Himmelberger	Dennis L. & Donna	233 Swords Lane	406-670-3019		\$721.79	\$39.17	(\$682.62)	Approval

If the City Council approves the "approval" recommendations above, the City will receive

**\$2,125.92** less in Arterial Construction Fee assessments for these seven parcels.



# Petition for Reduction of Arterial Construction Fee Assessments

The City Council adopted Ordinance 05-5322 on April 11, 2005, in part to provide relief to commercially zoned properties being used as owner-occupied single family residences. The ordinance states "*The City Council may provide an exemption to commercially zoned properties that are currently owner-occupied solely as a single-family residence. The property owner must annually request the exemption through the Public Works Department by August 31 of each year.*" The City Council adopted Ordinance 08-5478 on September 22, 2008, that also allows Residential Manufactured Home (RMH)-zoned property owners to petition for a reduction of their arterial construction fee assessments if their parcel is being used solely as an owner-occupied single family residence. The relief in both of these situations may be in the form of capping the parcel square footage at 9,600 square feet and calculating the assessment based on R-9600 zoning rates instead of commercial zoning rates. These ordinance changes are not retroactive.

If your property meets the criteria above, and you wish to petition the City Council for a reduction of your Arterial Construction Fee assessments, please complete this form and return it to the Public Works Department, 2224 Montana Avenue, Billings, MT 59101 *by August 31*.

-----  
Date \_\_\_\_\_ Tax Code # \_\_\_\_\_ Taxable Year \_\_\_\_\_

Parcel street address \_\_\_\_\_

Parcel legal description \_\_\_\_\_  
\_\_\_\_\_

Parcel zoning classification \_\_\_\_\_

***By signing below, I certify that I own the parcel identified above, that it is my primary residence, that I use the parcel solely as a single-family residence, and that all information provided on this form is true and correct. I understand that if the information supplied on this form is found to be false, I agree to pay back to the City of Billings the amount of the reduction to the Arterial Construction Fees on this parcel as a result of the false information PLUS penalty and interest. I further understand that I must annually apply for a reduction to the arterial construction fee assessment by August 31 of each year. I agree to notify the Billings Public Works Department immediately should any information provided on this form change.***

Property Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Property Owner Name (print legibly) \_\_\_\_\_

Mailing address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone Number (optional) \_\_\_\_\_

**RESOLUTION NO. 09-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF BILLINGS RESPONDING TO  
SUBMITTED PETITIONS FOR REDUCTION OF ARTERIAL  
CONSTRUCTION FEE ASSESSMENTS THAT WOULD APPEAR ON  
THE OCTOBER 2009 PROPERTY TAX STATEMENTS**

WHEREAS, the City Council adopted Ordinance 05-5322 on April 11, 2005, in part to provide relief to commercially-zoned properties being used solely as owner-occupied single family residences, and

WHEREAS, Ordinance 05-5322 states, "*The City Council may provide an exemption to commercially zoned properties that are currently owner-occupied as a single-family residence. The property owner must annually request the exemption through the Public Works Department by August 31 of each year.*", and

WHEREAS, the City Council adopted Ordinance 08-5478 on September 8, 2008, in part to provide relief to Residential Manufactured Home (RMH)-zoned properties being used solely as owner-occupied single family residences, and

WHEREAS, the City Council may provide relief to property owners meeting the criteria of Ordinance 05-5322 and Ordinance 08-5478 by capping the parcel square footage at 9,600 square feet and calculating the assessment based on the R-9600 zoning rate instead of commercial or RMH zoning rates, and

WHEREAS, the Public Works Department received seven (7) completed and signed petitions by the August 31, 2009, deadline and

WHEREAS, the Public Works Department verified that all seven of these petitions involve parcels meeting the criteria of Ordinance 08-5478, and

WHEREAS, reducing the assessments on these seven parcels would affect the Arterial Construction Fee assessments appearing on the tax statements Yellowstone County will print and mail in October 2009, and

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

1. **REDUCTION OF ASSESSMENTS:** The Arterial Construction Fees assessments on the following seven (7) parcels shall be adjusted by Public Works Department staff and placed upon the assessment rolls and collected in the same manner as other City of Billings assessments.

<b>TAX CODE #</b>	<b>ZONE</b>	<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>PARCEL ADDRESS</b>	<b>Adjusted Assessment</b>
A05114	CI	Weisbeck	Peter P & Lucile V.	107 S 8 <sup>th</sup> Street W	\$39.17

<b>TAX CODE #</b>	<b>ZONE</b>	<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>PARCEL ADDRESS</b>	<b>Adjusted Assessment</b>
D05200	HC	Moats	Melville E. & Vivian I.	2112 E Main Street	\$39.17
D05202	HC	Hatveldt	Art	2104 Bench Blvd	\$39.17
A11635	MCPZD	Nilson	Terry W.	922 N 30 <sup>th</sup> Street	\$28.56
C01454A	RMH	Bauer	Dennis A. & Taya A.	437 Roxy Lane	\$39.17
C01104	HC	Fisher	Lee E. & Patricia J.	704 Logan Lane	\$39.17
C12313	HC	Himmelberger	Dennis L. & Donna	233 Swords Lane	\$39.17

2. **NOTICE OF HEARING:** On Monday, **September 14, 2009**, at 6:30 p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the final adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least 14 days prior to the hearing, in the ***Billings Times***.

4. **EFFECTIVE DATE:** This resolution shall be effective upon final adoption.

ADOPTED and APPROVED by the City Council this **14<sup>th</sup>** day of **September 2009**.

CITY OF BILLINGS:

BY: \_\_\_\_\_  
Ron Tussing, Mayor

ATTEST:

BY: \_\_\_\_\_  
Cari Martin, City Clerk

**ATTACHMENT D**

**NOTICE OF PUBLIC HEARING**

The Billings City Council intends to conduct the following Public Hearing:

**Date of Public Hearing:** Monday, September 14, 2009

**Time:** 6:30 p.m.

**Location:** City Council Chambers  
Police Facility – 2<sup>nd</sup> Floor  
220 North 27<sup>th</sup> Street, Billings, MT 59101

**Purpose of Public Hearing:** Resolution Regarding Petitions for Reduction of Arterial Construction Fee Assessments

**For Additional Information Contact:** Tam Rodier, CAP  
Public Works Administration  
510 N Broadway – 4<sup>th</sup> Floor  
Billings, MT 59101  
657-8230

Dated this 25<sup>th</sup> day of August 2009.

CARI MARTIN  
City Clerk  
City of Billings  
P.O. Box 1178  
Billings, MT 59103

Public Works  
5 copies  
Publish: 8/27/09 & 9/3/09

**Regular City Council Meeting****Regular : 8.****Date: 09/14/2009****TITLE: Public Hearing and Resolution to Adopt the East Billings Urban Renewal District Master Plan****PRESENTED BY:** Candi Beaudry

Planning &amp; Community

**Department:** Services

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**Information****PROBLEM/ISSUE STATEMENT**

The East Billings Urban Renewal District (EBURD) Master Plan is a community vision for the long-term development and redevelopment of about 500 acres just east of the central downtown Billings area. It extends southwest to northeast from North 22nd Street to the Metra Park Arena and Exhibition Center Campus, and north-south from 6th Avenue North to Montana Avenue. The Master Plan study area follows the Tax Increment Finance District established in the 2006 East Billings Urban Renewal Plan. The process to prepare the EBURD Master Plan has taken about one year to complete and has involved the consultant team headed by the national planning firm EDAW-AECOM, Big Sky Economic Development Authority, the East Billings Industrial Revitalization District, the City Council and Board of County Commissioners, city and county staff, and many agencies and community members. Public meetings and a community planning charrette were held as part of the process, as well as several smaller stakeholder meetings.

The Planning Board conducted a public hearing on July 28, 2009, and is forwarding a recommendation to adopt the EBURD Master Plan to the City Council and the Board of County Commissioners. The Council at its July 6, 2009, work session heard a presentation on the EBURD Master Plan. The City Council at its August 24 meeting passed a Resolution of Intent to Adopt the EBURD Master Plan and set a date for a public hearing. The public hearing is scheduled for this meeting. The City Council has been provided CDs of the EBURD Master Plan. Hard copies of the Plan are on file in the City Clerk's Office and Planning Division Office.

**ALTERNATIVES ANALYZED**

The City Council may:

- Adopt;
- Modify;
- Do not adopt; or
- Delay action for up to thirty (30) days.

**FINANCIAL IMPACT**

There is no immediate financial impact by adopting this plan. The governing bodies and community will decide during implementation of the plan what projects and strategies to move forward with and identify funding for these projects at that time.

**RECOMMENDATION**

The Yellowstone County Board of Planning recommends the City Council adopt the EBURD Master Plan as part of the Yellowstone County and City of Billings 2008 Growth Policy.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [Planning Board Resolution](#)

Link: [EBURD Resolution to Adopt](#)

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RESOLUTION NO. 09- 2

**RESOLUTION TO RECOMMEND ADOPTION OF THE  
EAST BILLINGS URBAN RENEWAL DISTRICT MASTER PLAN**

WHEREAS, pursuant to Title 76, Chapter 1, PART 601, Montana Codes Annotated, the Yellowstone County Board of Planning, desires to adopt a Neighborhood or Area Master Plan consistent with the 2008 Growth Policy covering the entire Yellowstone County Board of Planning jurisdiction:

WHEREAS, on the 28<sup>th</sup> day of July, 2009, a public hearing was held by the Yellowstone County Board of Planning for the purpose of receiving public comments on the proposed East Billings Urban Renewal District Master Plan:

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Yellowstone County Board of Planning recommends adoption of the East Billings Urban Renewal District Master Plan.

APPROVED AND PASSED by the Yellowstone County Board of Planning this 28<sup>th</sup> day of July, 2009.

THE YELLOWSTONE COUNTY BOARD OF PLANNING:

BY: Bill Iverson  
Bill Iverson, President

ATTEST:

BY: Candi Beaudry  
Candi Beaudry, Executive Secretary

**RESOLUTION NO. 09-\_\_\_\_\_**

**RESOLUTION TO ADOPT THE EAST BILLINGS URBAN RENEWAL MASTER PLAN AS PART OF THE YELLOWSTONE COUNTY - CITY OF BILLINGS 2008 GROWTH POLICY.**

WHEREAS, pursuant to Title 76, Chapter 1, PART 601, Montana Codes Annotated, the Billings City Council, desire to adopt a Neighborhood Plan or Area Master Plan consistent with the 2008 Growth Policy covering the entire Yellowstone County Board of Planning jurisdiction:

WHEREAS, on the 28<sup>th</sup> day of July, 2009, a public hearing was held by the Yellowstone County Board of Planning for the purpose of receiving public comments on the proposed East Billings Urban Renewal District Master Plan:

WHEREAS, The Yellowstone County Board of Planning by Resolution 09-02, recommends the Billings City Council adopt the proposed East Billings Urban Renewal District Master Plan and any ordinances and resolution for its implementation:

WHEREAS, on the 24<sup>th</sup> day of August, 2009, the Billings City Council passed a Resolution of Intent to Adopt the East Billings Urban Renewal District Master Plan and to set a public hearing date of September 14, 2009 to receive comment on the plan:

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Billings City Council adopts the East Billings Urban Renewal District Master Plan as part of the Yellowstone County – City of Billings 2008 Growth Policy.

APPROVED AND PASSED by the City Council of the City of Billings this 14th day of September, 2009.

THE CITY OF BILLINGS:

BY: \_\_\_\_\_  
Ron Tussing, MAYOR

ATTEST:

BY: \_\_\_\_\_  
Cari Martin, CITY CLERK