

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

May 24, 2010

6:30 P.M.

CALL TO ORDER – Mayor Hanel

PLEDGE OF ALLEGIANCE – Mayor Hanel

INVOCATION – Councilmember Ruegamer

ROLL CALL

MINUTES: May 10, 2010 - Pending

COURTESIES - American Legion - Youth Sports

PROCLAMATIONS

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1 and #5 ONLY.

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

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

1. CONSENT AGENDA -- Separations:

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

1. Mayor Hanel recommends that Council confirm the following appointment:

	Name	Board/Commission	Term	
			Begins	Ends
1	Tom Binon	Board of Ethics	05/24/10	12/31/12

1. Unexpired term of Rebekah Wales

B. Bid Awards:

- 1. Sanitary Sewer for Airport Quick Turnaround (QTA) Car Rental Facility.** (Opened 5/11/10). Recommend Hample Excavation, Inc., \$153,842.23.

C. Amendment, W.O. 05-15, Howard Heights Storm Drainage, Professional Services Contract, Interstate Engineering, Inc., \$75,000.

D. Acknowledge receipt of petition to vacate the alley located in Block 28, Billings Old Town, bounded by 4th Avenue North, 3rd Avenue North, North 11th Street, and North 12th Street, Trail Creek Properties, LLC, petitioner; and set a public hearing date of June 14, 2010.

E. Approval of temporary property easement with Stockman Bank on Lots 7 & 8, Block 53, Foster's Addition.

F. Utility Easement with Montana Dakota Utilities for installation of gas transport line at the City landfill.

G. Street Closures:

1. Downtown Billings Association Events:

1. Alive After 5, 6/3/10, 3 p.m. to 9 p.m., 2nd Avenue N. from N. Broadway to N. 29th Street;
2. Alive After 5, 6/17/10, 3 p.m. to 9 p.m., N. Broadway between 1st Avenue North and 2nd Avenue North;
3. Alive After 5, 6/24/10, 3 p.m. to 9 p.m., N. 25th Street between Montana Avenue and 1st Avenue North;
4. Alive After 5, 7/1/10, 3 p.m. to 9 p.m., N. 26th Street between 4th Avenue North and 6th Avenue North;
5. Alive After 5, 7/15/10, 3 p.m. to 9 p.m., N. 24th Street between 3rd Avenue North and 4th Avenue North;
6. Alive After 5, 7/29/10, 3 p.m. to 9 p.m., N. 29th Street between Montana Avenue and 1st Avenue North;
7. Alive After 5, 8/5/10, 3 p.m. to 9 p.m., N. 30th Street between 1st Avenue North and 2nd Avenue North;
8. Alive After 5, 8/12/10, 3 p.m. to 9 p.m., N. 28th Street between 1st Avenue North and 2nd Avenue North;
9. Alive After 5, 8/19/10, 3 p.m. to 9 p.m., N. 31st Street between 4th Avenue North and 6th Avenue North;
10. Strawberry Festival, 6/12/10, 3 a.m. to 7 p.m., N. 28th Street from 1st Avenue North to 3rd Avenue North, 2nd Avenue North from the alley West of N. 27th Street to N. 30th Street, N. 29th Street from 1st Avenue North to 3rd Avenue North;
11. Harvestfest, 10/9/10 or 10/16/10 (rain date), 6 a.m. to 5 p.m., North 28th from 1st Avenue North to 3rd Avenue North, 2nd Avenue North from the alley West of N. 27th Street to N. 29th Street;
12. Holiday Parade, 11/26/10, 7 p.m., standard parade route;
13. Christmas Stroll, 12/3/10, 4 p.m. to 9:30 p.m., North 28th Street from 1st Avenue North to 3rd Avenue North, 2nd Avenue North from the alley east of N. 27th Street to N. 29th Street.

2. **St. Vincent Healthcare Heart and Sole Run**, 6/12/10, 6 a.m. to 1 p.m., beginning on N. 30th Street across from St. Vincent Healthcare, south to 7th Avenue North, west on Avenue B, through Pioneer Park, north on Virginia Lane, west on Parkhill Drive, north on 17th Street West, west on Colton Boulevard, north on 21st Street West to Poly Drive, east on Poly Drive, ending on Poly Drive north of Grandview Park.
- H. **Acceptance of Donation** to Parks Department from Ewals family, \$1,200.
- I. **Resolution** amending Resolution 10-18911 to add two at-large members to the Medical Marijuana Ad-Hoc Committee and ask the Ad-Hoc Committee to make recommendations to staff of options for regulating caregivers.
- J. **Resolution** authorizing the issuance and fixing the form and detail of the Department of Natural Resources and Conservation loan and bonds for W.O. 08-22, Construction of UV Disinfection System for the Effluent of the Wastewater Treatment Plant.
- K. **Resolution** approving the form and detail of the Department of Natural Resources and Conservation loan and bonds for the 2010 Annual Water Rehab Projects.
- L. **Resolution** authorizing the Financial Services Manager to set the parameters of the Series 2000 Airport Revenue Bonds.
- M. **Resolution** adopting procedures to implement the Red Flags Rule.
- N. **Recommendation of Approval** to the Policy Coordinating Committee for the 2010-2014 Transportation Improvement Plan.
- O. **Second/Final reading ordinance** adopting the International Fire Code (IFC), 2009 Edition, as the Billings Fire Code.
- P. **Final Plat** of ZooMontana Subdivision.
- Q. **Bills and Payroll:**
 1. April 23, 2010
 2. April 30, 2010

REGULAR AGENDA:

2. **PUBLIC HEARING AND SPECIAL REVIEW #881:** a special review to allow a three-plex multi-family dwelling in a Residential 6,000 (R-60) zone, on Lots 7-12, Block 238, Billings Original Town, and located at 902 S. 32nd Street. Larry and Marlene Thiel, owners; Dave Hagstrom, Agent. Zoning Commission recommends conditional approval. (**Action:** approval or disapproval of Zoning Commission recommendation.)
3. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Section 21 of BMCC related to Solid Waste regulations. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)

4. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward IV to include recently annexed property in Annex #10-02: a 1.911 acre parcel located on the west side of Zimmerman Trail and north of Grand Avenue; KZ Bar Limited Partnership, owner. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)
5. **APPROVAL** of Grievance and Arbitration language allowing final implementation of all agreements in the MPEA Billings Police Unit Collective Bargaining Agreement. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)

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

COUNCIL INITIATIVES

ADJOURN

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

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

Regular City Council Meeting

Consent : 1.A.1.

Date: 05/24/2010

TITLE: Boards & Commissions –Appointments

PRESENTED BY: Tina Volek

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Confirmation of the appointment for Board and Commission position that is vacant due to aresignation.

ALTERNATIVES ANALYZED

Council may:

- Approve the confirmation of appointment; or
- Not approve the confirmation of appointment.

FINANCIAL IMPACT

No financial impact involved.

RECOMMENDATION

Mayor Hanel recommends that Council confirm the following appointment:

	Name	Board/Commission	Term	
			Begins	Ends
1	Thomas Binon	Board of Ethics	05/24/10	12/31/12

1. Unexpired term of Rebekah Wales

APPROVED BY CITY ADMINISTRATOR

Date: 05/24/2010

TITLE: Award of the Sanitary Sewer Extension for the Airport's Quick Turn Around (QTA) Car Rental Facility Project**PRESENTED BY:** Tom Binford**Department:** Aviation & Transit

Information**PROBLEM/ISSUE STATEMENT**

One of the first projects required for the development of the Quick Turn Around (QTA) Car Rental Facility on the west side of the Airport is the extension of the the sanitary sewer line. The existing sewer line terminates near Gate 24 just west of the Executive Hangar area. This project will install 2,300 feet of new 8" mainline sewer that will extend west to the intersection of State Highway 3 and South View Drive. This project will provide the sanitary sewer necessary for the operation of the new QTA Facility, and has been designed with six "stub outs" along its length that will provide the Airport with the flexibility to connect to this new sewer line at a number of locations. This project was advertised in the *Billings Times* for three weeks. The following bids for this work were received:

CONTRACTOR	BID
Hample Excavation, Inc.	\$153,842.23
Knife River Billings	\$159,731.20
COP Construction, LLC	\$173,948.00
Western Municipal Construction, Inc.	\$199,396.00
Castle Rock Excavating, Inc.	\$203,020.00
ESTIMATE	\$300,000.00

ALTERNATIVES ANALYZED

The City Council may:

- Award the Sanitary Sewer Extension Project; or
- Decline to approve the Award of the Sanitary Sewer Extension Project, reject all bids, and not complete the project at this time.

FINANCIAL IMPACT

The total cost of this project is \$153,842.23. The source of funds for this CIP approved project are included in the Airport's capital fund. The project costs will be funded initially with Airport funds and once the bond financing is in place for the total QTA Car Rental Facility, the Airport's funds will be reimbursed from the bond proceeds.

RECOMMENDATION

Staff recommends that City Council approve the Award of the Sanitary Sewer Extension Project to the low bidder, Hample Excavation, Inc., for the amount of \$153,842.23.

APPROVED BY CITY ADMINISTRATOR

Date: 05/24/2010

TITLE: W.O. 05-15 Howard Heights Storm Drainage Contract Amendment

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The Howard Heights area is generally located west of the BBWA Canal and north of Hilltop Road. This area of the Heights does not have any storm drain improvements. Approximately 200 acres of residential development drains down Nutter Boulevard to Shamrock Lane. Interstate Engineering, Inc. was awarded the original contract for design services at the November 28, 2005, City Council Meeting. The project design was almost complete, but staff postponed completion when it was decided to undertake the stormwater master plan to prioritize storm projects. The Howard Heights project ranked number one in the priority study. This contract amendment will allow Interstate Engineering, Inc. to update the design to current City of Billings standards, update the design to account for new products in the stormwater market, provide a design for park improvements, provide pre-bidding and post-bidding services, provide construction survey, and provide for partial consultant contract administration.

ALTERNATIVES ANALYZED

The Council may:

- Approve the contract amendment with Interstate Engineering, Inc. in the amount of \$75,000; or
- Do not approve the contract amendment with Interstate Engineering, Inc.

FINANCIAL IMPACT

This contract amendment is for \$75,000, and brings the total professional services contract with Interstate Engineering, Inc. to \$200,700. Funding for this contract amendment will be paid for through Storm Drain Funds.

RECOMMENDATION

Staff recommends that Council approve the professional services contract amendment for WO 05-15 Howard Heights Storm Drainage with Interstate Engineering, Inc. in the amount of \$75,000.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [W.O. 05-15 Howard Heights Contract Amendment](#)

AMENDMENT NO. 1
TO
CONTRACT FOR PROFESSIONAL SERVICES
CITY OF BILLINGS W.O. 05-15 Howard Heights Storm Drainage

THIS AGREEMENT, made and entered into on _____, 2010, by and between the following:

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

and

Interstate Engineering, Inc.
P.O. Box 20953
1211 Grand Avenue, Ste 6
Billings, MT 59104
hereinafter designated the CONTRACTOR

WITNESSETH:

WHEREAS, the City and Consultant have entered into a contract dated November 28, 2005, for Consultant to provide engineering services to the City for W.O. 05-15 Howard Heights Storm Drainage and;

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

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

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

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

Part I, Special Provisions, Section 4.A. is amended to add the following:

Subject to the Consultant's satisfactory performance, Billings shall pay the Consultant no more than seventy-five thousand dollars (\$75,000.00) in accordance with this Section.

Appendix A, Section 3. is amended to add the following:

FINAL DESIGN SCOPE OF WORK

PROJECT OVERVIEW

This project will update and finalize construction drawings and project specifications for construction of stormwater improvements for the Howard Heights area of the City of Billings. In addition, the project includes turf seeding and irrigation of Howard Heights/Dickie Park, a public information meeting, stormwater system design documentation (report), project bidding and contracting assistance, construction survey, periodic construction observation, and development of as-built record drawings at completion of construction. It is anticipated that the park seeding and irrigation improvements will be constructed under a separate bid contract from the storm drainage improvements.

FINALIZE REPORTS, PLANS, AND SPECIFICATIONS

Previously completed hydraulic design for the Howard Heights storm sewer will be modified prior to finalizing construction plans. Design modifications anticipated include inclusion of a new storm drain inlet (Type D) at appropriate locations, revised detention pond grading, and changes to allow alternate pipe materials. The project will also be split into three (3) construction schedules for bidding and/or phased construction.

The existing storm drainage design will be examined for locations where the Type D curb opening inlet may be appropriate:

- Inlet hydraulics (interception vs. by-pass flow) will be developed for both on-grade and sump conditions and utilized to create the custom inlet hydraulics for the StormCAD software package.
- Inlet interception characteristics will be compared to hydraulics of other standard City of Billings inlet types for on-grade and sump conditions.
- Interstate will consult with the City to mutually determine where the Type D inlet might be utilized to gain system efficiency.
- Where potential inlet use locations are identified, Type D inlets will be modeled to test for efficiency and improvements to the overall storm drain system. Where modeling shows advantages to use of the Type D inlet, construction plans will be modified to call out Type D inlet use. The City will provide electronic files for Type D inlet construction details.

Grading of the Howard Heights/Dickey Park will be modified to take advantage of the City's anticipated acquisition of Lot 1, Block 3 of Howard Heights Subdivision. This lot is currently utilized as a small stormwater detention pond. Acquisition of this lot will allow design for increased storage capacity in the park, better accommodation of an overflow swale, and planning for a full-width pedestrian/bicycle path connection to the park. Interstate will develop grading plans to reflect these modifications and will modify the pond stage-storage and stage-discharge relationships for use with detention pond modeling.

In addition to grading to enable stormwater storage within the park property, Interstate will develop irrigation and turf seeding plans for park improvements as a separate bid package. We will meet with

the Parks, Recreation and Public Lands Department (PRPL) to develop and review irrigation and park improvements plan designs. We anticipate the park irrigation will be accomplished utilizing a pump station to draw water from the BBWA Canal. Irrigation controls will include the connection to the Park Department's Maxicom control system and will follow standards set by PRPL.

In an effort to realize construction cost savings, construction drawings and specifications will be modified to allow alternate pipe materials to be utilized throughout the project. It is anticipated that in addition to concrete and PVC pipe materials, HDPE, steel, and other alternative pipe materials will be allowed. Interstate will work with the City to develop a listing of allowed materials (some materials may be restricted to specific diameters). Construction plans and project specifications will be modified to allow the alternative pipe materials.

Construction plans will also be modified to indicate construction of handicap ramps at curb returns disturbed by project construction. Locations of necessary handicap ramps will be determined through a field inspection. The field inspection will also be used to confirm locations where valley gutters are either necessary and need to be added to the plans, or where they are no longer necessary and can be removed.

The project, as currently designed, will be split into three construction schedules for bidding and/or construction phasing. At this time, it is anticipated that bid schedules will be defined as follows:

- Schedule I - Outfall Section:
 - To include storm drain construction within Shamrock Lane east of Nutter Boulevard; storm drain within Sapphire Avenue west of Shamrock Lane; construction of the park detention pond, landscaping and irrigations and associated inflow/outflow structures; pond outfall storm drain within Shamrock Lane and Hilltop Road; and the outfall connection to the existing storm drain within Hilltop Road west of the BBWA Canal.
- Schedule II – Aronson Avenue and Nutter Boulevard North Section:
 - To include storm drain construction within Aronson Avenue south of Nutter Boulevard, and within Nutter Boulevard from Aronson Avenue to Shamrock Lane.
- Schedule III – Nutter Boulevard South Section:
 - To include storm drain construction within Nutter Boulevard south of Shamrock Lane.

Construction plans will be annotated to indicate limits of each schedule. Bid forms and bid quantities will be split to show only items within each schedule. Bidding documents will be set up such that the City can award schedules individually or collectively.

BIDDING ASSISTANCE

Interstate will prepare the Invitation to Bid and provide the invitation to the Billings Times for advertising the project. Interstate will also conduct a pre-bid meeting where the project is reviewed for prospective contractors. Interstate will document attendance and produce notes summarizing the meeting discussions. Interstate will also attend the bid opening tabulate all bids received. Based on the bid tabulation, Interstate will make a recommendation for award. These services will be performed for bidding the storm drain project and for bidding the park seeding and irrigation project.

Upon agreement by the City, Interstate will prepare contract documents with the successful contractor and conduct a pre-construction meeting. Interstate will document the pre-construction meeting. These services will be performed for bidding the storm drain project and for bidding the park seeding and irrigation project.

CONSTRUCTION SERVICES

Interstate will provide limited construction administration services, and will provide construction survey. Services are anticipated to include periodic site visits (up to four visits per schedule) to observe contractor's progress on storm drain system construction, and site visits (up to four visits) to observe contractor's progress on park irrigation system installation. Contractor consultation for purposes of plan clarifications and resolution of conflicts that may arise during project construction are also included.

Interstate will also provide construction survey, to consist of staking for project construction. We anticipate providing slope stakes for pond grading, and off-set stakes for underground storm sewer and storm drain inlets. Interstate will also locate and verify project control set during initial design activities.

In addition to site visits, plan clarifications, and construction survey, Interstate will also provide shop drawing review services for contractor submitted construction products and materials.

PROJECT CLOSE-OUT

Upon completion of construction, Interstate will develop as-built record drawings. Record drawings will be developed based on construction information maintained by the contractor and/or the City. No new survey or field measurements are anticipated for production of record drawings. Record drawings will be produced as full-sized paper sheets as well as electronic Adobe PDF files on CD.

MISCELLANEOUS SERVICES

In addition to management and accounting activities necessary with the design and construction administration services outlined, miscellaneous services will also include conducting one (1) public meeting for the project. Also anticipated are up to four (4) meetings with City staff during the course of project development.

We anticipate the public meeting will be conducted prior to bidding the project so that any relevant comments/suggestions can be considered for inclusion in the project. We anticipate that the public meeting will be advertised via a press release and through post card mailings to area residents. Interstate will provide art work, text, and layout for a press release and/or post card mailing. We will rely on the City to provide any mailing lists and to cover any printing costs and postage required for any post card mailings.

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

CONTRACTOR

NAME: _____

BY: _____

TITLE: _____

DATE: _____

CITY OF BILLINGS, MONTANA

BY: _____
Mayor

DATE: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

Date: 05/24/2010

TITLE: Acknowledge Receipt of Petition to Discontinue the Alley within Block 28 Billings Old Town and Set a Public Hearing

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Trail Creek Properties, LLC owns the land abutting both sides of the alley within Block 28, Billings Old Town and has petitioned the city to discontinue the alley so they can fence it off. This alley is bounded by 4th Avenue North, 3rd Avenue North, North 11th Street, and North 12th Street. The business within this block is American Welding and Gas, and they would like to fence off the alley to allow storage of materials within a secure area. The only utility within the alley is a sanitary sewer line. Public Works is recommending that the city continue to own the right of way in case the sanitary sewer needs to be rehabilitated in the future. Discontinuing the alley instead of vacating it is a compromise between the property owner and the city. Discontinuing allows the property owner to fence off the right of way, and allows the city to maintain ownership of the alley right of way. There are no other public utilities in the alley and solid waste pickup is in the parking lot off of North 11th Street. If approved, the property owner will have to submit for an encroachment permit with the City and meet all of the insurance and liability requirements of the encroachment permit.

ALTERNATIVES ANALYZED

The Council may:

- Approve acknowledgment of petition to discontinue the above-mentioned right-of-way and set a public hearing for June 14, 2010; or
- Do not approve acknowledgment of petition.

FINANCIAL IMPACT

There is no financial impact to setting the public hearing. This is not a vacation of the right of way, therefore, there will be no charge to the property owner to discontinue the alley.

RECOMMENDATION

Staff recommends that Council acknowledge the receipt of petition to discontinue the alley within Block 28, Billings Old Town, and set a public hearing for June 14, 2010.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Exhibit of Alley to be Discontinued](#)

Date: 05/24/2010

TITLE: Easement for Stockman Bank, Lots 7&8 block 53, Fosters Addition

Bruce McCandless, Asst. City

PRESENTED BY: Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The City of Billings conveyed Lots 1-6 Block 53, Fosters Addition to the Stockman Bank in 2006. Earlier this year, the City agreed to sell lots 7 & 8 to the Bank. The Bank temporarily occupied a portion of Lot 7 when it demolished the buildings that stood on Lots 1-6 and may need to occupy the property again before acquiring the additional lots from the City. Staff proposed creating a temporary property easement for the Bank so that it could accept responsibility for its own actions on the property, indemnify the City and provide insurance. The attached easement accomplishes those purposes, and staff recommends that the Council approve it.

ALTERNATIVES ANALYZED

The City Council may approve or reject the easement. Accepting it puts the Bank into its proper position of indemnifying and insuring the City in the event that it or its contractor damage property or cause injuries.

FINANCIAL IMPACT

There is no direct financial impact to the City.

RECOMMENDATION

Staff recommends that the City Council approve an easement on Lots 7 & 8, Block 53, Foster's Addition for the Stockman Bank's temporary demolition and construction activity on the adjacent lots.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Easement](#)

TEMPORARY ACCESS, USE AND CONSTRUCTION EASEMENT

For valuable consideration, The **CITY OF BILLINGS**, ("Grantor") a political subdivision of the State of Montana, whose address is Post Office Box 1178, Billings Montana 59103, does hereby **GRANT, SELL and CONVEY to STOCKMAN BANK** ("Grantee") a temporary access, use and construction easement upon Lot 7 Block 53, Fosters Addition, Billings, Yellowstone County, Montana, owned by Grantor, for the purpose of staging and mobilizing the storage of equipment and materials necessary to demolish existing buildings adjacent to and immediately south of Grantor's property.

DESCRIPTION OF EASEMENT

The south 20' of Lot 7, Block 53, Fosters Addition, Billings, Montana, recorded as Document No. 012383 records of Yellowstone County, Montana,

The above described parcel contains 2,800 square feet, more or less.

Together with reasonable right of access to and from the easement area over lands of the Grantor using existing streets where practicable, the right to use and keep the easement area free and clear of any and all obstructions or structures and the right to clear and remove all timber, brush or vegetation outside the easement area that may hinder access.

In addition, the Grantee, its successors, agents, contractors, and employees agree to the following conditions of entry:

1. **DAMAGE TO REAL PROPERTY:** Grantee shall exercise care to avoid damaging the property in any manner not consistent with the uses for which this agreement is made. If additional damage does occur it shall be the responsibility of the Grantee, its successors, agents, contractors, and employees to replace and/or restore the area to its original state.
2. **COOPERATION WITH GRANTOR:** Grantee shall at all times cooperate with Grantor and comply with reasonable requests not inconsistent with the purpose for which this agreement is issued.
3. **CLEANUP:** Upon completion of its work, Grantee shall clean and clear all occupied ground of all rubbish, excess material, temporary structures and equipment.
4. **ACCEPTANCE:** All parts of the site shall be left in acceptable condition as close as possible to its original, pre-construction condition.
5. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and hold harmless Grantor from any and all claims, costs, expenses, obligations, demands, causes of actions, liabilities, litigation costs and reasonable attorneys fees, which are asserted against or incurred by Grantor arising from the negligent or intentional acts or omissions of Grantee or its agents, employees, contractors or subcontractors occurring during the Grantee's use of this easement.
6. **LIABILITY INSURANCE:** Grantee shall obtain Commercial General Liability insurance in at least the amount of \$1.5 million each occurrence naming the city as a primary, non-contributory insured and shall provide written evidence through a Certificate of Insurance that such insurance has been secured covering the period of time in which this easement is in effect and used by Grantee.
7. **DURATION:** This easement is temporary and shall terminate upon either the Grantee notifying Grantor in writing that it is terminating the easement or upon Grantee completing the demolition on adjacent property, including filling and re-compacting the site, whichever occurs first.

The rights, conditions and provisions of this easement and conditions stated above shall inure solely to the benefit of and be binding upon, Grantee and its agents, employees, contractors and subcontractors only, and cannot be assigned to successors in interest or any other person or entity without prior written approval of Grantor.

Grantor covenants and agrees with Grantee that Grantor is lawfully seized and possessed of the above-described real estate and Grantor has a good and lawful right to convey it, or any part thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this _____ day of _____, 2010.

CITY:

CITY OF BILLINGS, a Montana
Municipal Corporation

By: _____
THOMAS W. HANEL, Mayor

ATTEST:

By: _____
CARI MARTIN, City Clerk

STATE OF MONTANA)

: ss.

County of Yellowstone)

On this _____ day of _____, 2010 before me, a Notary Public for the State of Montana, personally appeared **THOMAS HANEL** and **CARI MARTIN**, known to me to be the Mayor and City Clerk, respectively, of the **City of Billings, Montana**, and acknowledged to me that they executed the foregoing instrument.

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

_____ (Signature)

(NOTARIAL SEAL)

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

STOCKMAN BANK

By: William E. Coffee
Printed Name: William E. Coffee
Its: CEO

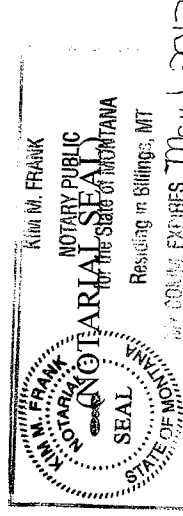
STATE OF MONTANA)

: ss.

County of Yellowstone)

On this 15th day of April, 2010 before me, a Notary Public for the State of Montana, personally appeared William E. Coffee, known to me to be the Chief Executive Officer, of **STOCKMAN BANK**, (Corporation, LLC, etc?) and acknowledged to me that he executed the foregoing instrument as the authorized representative of **STOCKMAN BANK**.

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



Kim M. Frank (Signature)
Kim M. Frank (Printed Name)
Notary Public for the State of Montana
Residing in Billings, Montana
My Commission Expires: May 1, 2012

Date: 05/24/2010

TITLE: Approval of Montana Dakota Utilities Easement to Install a Gas Transport Line on Landfill Property

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

City Council approved a Landfill Gas Sales Agreement with Montana-Dakota Utilities (MDU) in August 2008. The agreement allows MDU to develop a landfill gas system to extract, condition, transport, and purchase methane gas from the landfill for commercial use. MDU needs to install a gas transport line to the gas processing facility on the south side of the landfill. The transport line will be predominantly in the road right-of-ways except for an area on the west side of Hillcrest Road where the road shoulder has a steep slope down to the landfill property fence. It would greatly facilitate construction to allow MDU to construct the gas line on landfill property adjacent to the city fence line. MDU is responsible for all construction costs and will restore the area disturbed due to construction of the gas line. Granting of this easement will not impact development of the landfill as recommended by the Master Plan.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the utility easement with MDU; or
- Decline to approve the easement and require MDU to install the gas line in the road right-of-way.

FINANCIAL IMPACT

This easement will produce no financial impact to the City of Billings.

RECOMMENDATION

Staff recommends that the City Council approve and the Mayor execute the easement with MDU for the installation of a gas transport line on City of Billings Landfill property to transport processed methane gas.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [MDU Easement](#)

Link: [MDU Exhibit A](#)

RETURN TO:
CITY OF BILLINGS
CITY CLERK
P.O. Box 1178
Billings, MT 59103

CITY OF BILLINGS
BILLINGS REGIONAL LANDFILL

UTILITY RIGHT-OF-WAY EASEMENT

The **City of Billings (Grantor)**, for and in consideration of: One (1) and No/100 Dollar(s) and Other Valuable Consideration (\$1.00 and OVC) paid by Montana Dakota Utilities a Division of MDU Resources Group, Inc., a Delaware Corporation, **(Grantee)**, the receipt whereof is hereby acknowledged, as agreed, hereby grants and conveys to **Grantee**, a **Utility Right-of-Way Easement (Easement)** ten feet in width, 5 feet on either side of the centerline as laid out and constructed as shown on Exhibit “A”, on the following described City properties:

TOWNSHIP and RANGE: T01SR26E
Legal Descriptions: S29, TO1 S, R26 E, W2NE4, SE4NE4, NE4SW4 (FOR CITY PARKS & RECREATION) and S29, TO1 S, R26 E, 796, PARCEL 001, TR 1 COS 796 IN W2 and S29,TO1 S, R26 E, 1130, PARCEL 000, COS 1130 IN S2SW4 29-1S-26E.

This **Easement** to **Grantee** is for the purpose of constructing, operating, maintaining, replacing, upgrading and removing an underground natural gas pipeline utility system, including regulator and metering equipment and necessary appurtenances, along and across the above described property situated in Yellowstone County, Montana and as described in Exhibit "A" attached hereto, together with the right of free ingress and egress over and across said property for the above stated purpose. However, the **Grantor** reserves the right to occupy and/or use the property in question at all times for all purposes not inconsistent with the rights herein granted.

It is understood and agreed that:

1. All utility installations located within this **Easement** shall be installed and situated as may be required or approved by the **Grantor**.
2. **Grantee** shall install the underground utility and restore the property to a condition satisfactory to the **Grantor**.
3. To allow travel over and across the property by the **Grantee**, linear portions of the utility installation shall be ten (10) feet in width (sufficient to allow access to necessary equipment for installation and repair purposes).
4. Appropriate measures, as approved by the **Grantor**, shall be implemented to protect parking lots and green belt areas (as described in the attached Exhibit "A") and facilities in the vicinity of the utility during installation and during any replacements or repairs.
5. **Grantee** shall maintain the installation in such a manner as to preserve or enhance the aesthetics of the surrounding area.
6. This **Easement** is not assignable, except with the express written permission of the **Grantor**, which permission shall not be unreasonably withheld. If this **Easement** is assigned by **Grantee** after permission from **Grantor**, use of this **Easement** is expressly limited to the same uses made by the **Grantee** for only the purposes set forth herein.

7. The **Grantor** Billings Landfill shall be notified in advance of any scheduled repairs to be made to the underground portion of the utility installation. The **Grantor** Billings Landfill shall also be notified after the completion of any emergency repairs to the underground portion of the utility installation.
8. This **Easement** shall continue to be in force and effect so long as the **Grantee** uses the dominant estate for the constructing, operating, maintaining, replacing, and removing of utility systems as described in Exhibit "A." The **Easement** shall terminate on the date **Grantee** ceases to use the property for the purposes for which the **Easement** has been created. Upon termination of the **Easement**, **Grantee** shall remove all the property and equipment it has installed from the **Easement** property unless **Grantor** has given its permission for such property and equipment to remain in place at no cost to the **Grantor**. The Rights, Restrictions, Covenants, and Hold Harmless Agreement herein contained shall attach to and run with the land and shall bind the parties and their successors in interest hereto and all persons claiming thereunder.
9. **Grantee** shall indemnify, defend and hold the **Grantor** harmless from any and all claims, lawsuits, liabilities, judgments, litigation expenses or other costs, including attorneys' fees incurred by **Grantor** for any injury or damages of any kind or nature to persons or property resulting from the installation, operation, and maintenance, of the utility system or the operations and activities of the **Grantee** on this property pursuant to this **Easement**.
10. Noncompliance with any of the conditions and terms of this **Easement** shall, upon discovery and notification of the **Grantee**, cause **Easement** to become null and void and be terminated in its entirety should a successful remedy, acceptable to the **Grantor**, not be found. The **Grantee** shall, in that event, vacate the premises immediately and, at **Grantee's** expense, restore the property to a condition satisfactory to the **Grantor**.
11. The parties agree that this **Easement** is governed in all respects by the laws of the State of Montana and the parties expressly agree that venue of any dispute regarding this **Easement** will be in the Montana 13th Judicial District, Yellowstone County, Montana, and no other venue.
12. The provisions of this **Easement** are for the exclusive benefit of **Grantor** and **Grantee**, and not for the benefit of any third person or entity, nor shall this **Easement** be deemed to have conferred any rights, express or implied, upon any third person or entity.
13. This **Easement** constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise, or representation not herein expressed, and this **Easement**, once executed and delivered, shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.
14. Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

Dated this _____ day of _____ 20____

By: _____
Mayor, City of Billings

Attest:

By: _____
City Clerk

Approved As To Form:

By: _____
City Attorney

State of Montana)
 :ss
County of Yellowstone)

On this _____ day of _____ 20____, before me personally appeared _____
_____ and _____, the Mayor and City Clerk of the City of
Billings, Montana, who executed the above and foregoing instrument and acknowledged to me that they
executed the same.

(Signature of Notary)

(NOTARIAL SEAL)

(Printed Name of Notary)

NOTARY PUBLIC for State of Montana

Residing at _____

My Commission Expires _____
(Month/Day/YYYY)

Township 1N Range 26E

Red indicates easement

Exhibit "A"



Date: 05/24/2010

TITLE: Downtown Billings Association Street Closures

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The DBA requests temporary street closures for its annual events as outlined in the attached document. These annual events are following the same basic outline as in previous years.

Recommended conditions of approval include DBA:

1. Contact all businesses and make them aware of the event two weeks in advance
2. Clean the area to be used and provide and empty waste cans after the event
3. Notify all emergency facilities, bus lines and media at least two weeks in advance of the event
4. Provide certificates of insurance from each business hosting the event naming the City of Billings as additional insured
5. Obtain proper alcohol and noise permits from the Police Department for events that require them
6. Provide and install adequate traffic barricades and signs directing motorists around closure
7. A 10' wide unobstructed access lane shall be provided throughout the closed streets 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. Police, traffic control and litter removal are to be paid for the DBA.

RECOMMENDATION

Staff recommends that Council approve the closures as outlined in the attached document.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [DBA Attachments](#)



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

Mikal Young

ORGANIZATION MAKING APPLICATION

Downtown Billings Association

PHONE

294-5060

ADDRESS

2815 2ND AVE N. BILLINGS, MT 59101

EMAIL ADDRESS

Mikalye@DowntownBillings.com

APPROXIMATE TIME EVENT WILL:

Assemble

Start

Disband

DATE OF EVENT

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

PLEASE SEE ATTACHED

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

PLEASE SEE ATTACHED

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

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

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

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

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

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

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

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

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

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

APPLICANT SIGNATURE [Signature] DATE 2.25.10

APPLICATION APPROVED _____ DATE _____

APPLICATION DENIED _____ DATE _____

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

FOR CITY USE ONLY

FEE: _____

APPLICANT NOTIFIED BY: _____

DATE: _____

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



Downtown Billings Association.
2815 2nd Ave N., Billings, MT 59101
Phone: 294-5060 Fax: 294-5061
Email: Mikaly@downtownbillings.com

Street Closure Requests

ALIVE AFTER 5: 6/3,6/17,6/24,7/1,7/15,7/29,8/5,8/12,8/19

Alive After 5 has 13 different hosting venues. The Alive After 5 will include many of the same activities as it did last year. We will need street closure from 3 PM until 9 PM. The event includes music and alcohol sales (open container permit will be obtained by the hosting restaurant/pub) and usually draws a large crowd.

Alive After 5: Thursday, June 3, 2010

The First Alive After 5 will be hosted by the Downtown Billings Association. We are requesting to close the following street:

2nd Ave from N 28th St (N. Broadway) to N. 29th Street. --Traffic diverted Left only onto N. 29th from 2nd Ave N. Traffic on N 29th will not be allowed to turn east onto 2nd Ave N from N 29th.

Alive After 5: Thursday, June 17, 2010

The second Alive After 5 that needs street closure is Montana Brewing Co. We are requesting to close the following street:

N 28th from 1st to 2nd Ave. Traffic will not be able to turn south from 2nd or north from 1st onto N. Broadway.

Alive After 5: Thursday, June 24, 2010

The third Alive After 5 is hosted by The Club Carlin and we are requesting the following:

N. 25th street between Montana Ave and 1st Ave. N. (1 block) from 3:00 PM to 9:00 PM. Traffic on Montana Ave. will not be allowed to turn left onto N. 25th street and accommodations will be made for the Bus Depot (Bus traffic only) to access their facility via 1st Ave N. at N. 25th. Since N 25th is a northbound one-way street, this will be a special departure from normal bus traffic. We will mark the street as "closed" at 1st Ave. N. just to make sure that regular traffic doesn't enter even though they would be going the wrong way on a one-way street. In addition, using cones and yellow caution tape, we will clearly mark a "no access area" on the street to accommodate any bus traffic. (Most of the action & crowd occupancy on the street will occur far from the Bus Depot near Montana Ave.)

Alive After 5: Thursday, July 1, 2010

The DBA will be hosting the 4th Alive After 5 at the Yellowstone Art Museum. We are requesting to close the following street:

N. 26th street between 4th Ave N. and 6th Ave N. Traffic on 4th Ave N. and 6th Ave N. will not be affected except they will not be able to turn south down N. 26th between 4th Ave N. and 6th Ave N. We will mark the street as "closed" at 6th Ave N. so traffic can not turn down this street.

Alive After 5: Thursday, July 15, 2010

The fifth Alive After 5 needing a street closure will be hosted by Tiny's Tavern. We are requesting to close the following street:

N. 24th street between 4th Ave N. and 3rd Ave N. Traffic on 3rd Ave N. and 4th Ave N. will not be affected except they will not be able to turn north or south down N. 24th between 4th Ave N. and 3rd Ave N. We will mark the street as "closed" at 4th Ave N. and 3rd Ave N. so traffic can not turn down this street.

Alive After 5: Thursday, July 29, 2010

Monte Carlo hosts the sixth Alive After 5 needing a street closure. We are requesting to close the following street:

N. 29th street between Montana Ave and 1st Ave N. from 3:00 PM to 9:00PM. Traffic on Montana Ave will not be allowed to turn left onto N. 29th street.

Alive After 5: Thursday, August 5, 2010

The seventh street closure request is for Alive After 5 hosted by Pug Mahon's. We are requesting to close the following street:

N. 30th street between 1st Ave N. and 2nd Ave N. Traffic on 2nd Ave N. will not be allowed to turn south onto N. 30th street. Traffic on 1st Ave N. will not be able to turn north on N. 30th St.

Alive After 5: Thursday, August 12, 2010

The Eighth Alive After 5 that needs street closure is Bin 119. We are requesting to close the following street:

N 28th from 1st to 2nd Ave. Traffic will not be able to turn south from 2nd or north from 1st onto N. Broadway.

Alive After 5: Thursday, August 19th

The final Alive After 5 street closure request is for Dean Wright CPA. We request to close the following street:

N. 31st Street between 4th Ave N and 6th Ave N. Traffic on 4th Ave N and 6th Ave N will not be affected except they will not be able to turn north from 4th Ave. N onto N 31st Street.

STRAWBERRY FESTIVAL**Saturday, June 12, 2010**

The Strawberry Festival will include many of the same activities as in the past eighteen years. We request permission to close the following streets from 3am-7pm: (6 ½ blocks)

N 28th from 1st to 3rd Ave. (traffic will not be allowed to turn North from 1st Ave N or South from 3rd Ave N onto N 28th)
2nd Ave N from the alley West of N. 27th to N 30th (traffic diverted right only onto N 30th), & N 29th from 1st to 3rd Ave (traffic will not be allowed to turn North from 1st onto N 29th).

HARVESTFEST**Saturday, October 9, 2010 or****Saturday, October 16, 2010 (Rain Date)**

HarvestFest is a smaller version of Strawberry Festival Fall. We are requesting the following streets be closed from 6am-5pm on Saturday, October 12, 2010.

N 28th from 1st to 3rd Ave. (traffic will not be allowed to turn south on N. Broadway from 3rd) & 2nd Ave from the alley West of N. 27th to N. 29th (traffic diverted left only onto n. 29th).

HOLDIAY PARADE:**Friday, November 26, 2010**

Pursuant to City Ordinance Sections 24-540 and 24-501 I would like to hereby request permission to hold our annual Holiday Parade. We intend to use the usual established Downtown Parade Route. We will start the parade at 7:00 PM on Friday, November 26 2010 with final staging beginning in the staging area east of 26th St. at about 5:30 PM. We will arrange for proper closure of the staging area and parade route. We will do our best to ensure that no vehicles are parked in the parking lanes on 3rd Ave. between 27th and 29th streets and we will secure the services of the Billings Police Department to assist in temporary street closures, especially N. 27th.

We would request the usual police department support for this parade with a lead car and a follow car. We would also like permission to place a review trailer on 3rd Ave across from The Alberta Bair Theater...same as previous years. Finally, I hereby inform your department that there may be animals in this parade and the streets will need to be cleaned following the parade. We will arrange for event zone/no parking signs and place them on the parade route prior to the event.

CHRISTMAS STROLL:

Friday, December 3rd, 2010

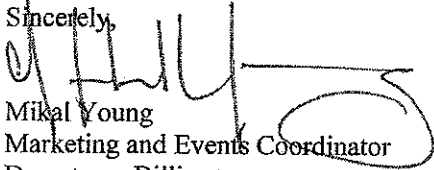
The Christmas Stoll will include many of the same activities as in the past 15 years. At this time, we are requesting that the following streets be closed from 4pm to 9:30pm: (3½ blocks)

N. 28th from 1st to 3rd Ave. (traffic diverted left only onto 1st N.);
And 2nd Ave. from the alley east of N. 27th to N. 29th (traffic diverted left only onto N. 29th).

For all of these events, the Downtown Billings Association will provide necessary barricades for traffic control. We will also arrange for adequate trash cans to control litter as well as clean up. And, we will send letters before each event to inform emergency personnel of the street closures and parade events. At this time, we request adequate police escort for the holiday parade and bike/foot patrol officers, if available, at all events. If you have any questions or concerns, please call me at 294-5060.

Thank you for your time and consideration and helping us make Downtown Billings a vibrant destination.

Sincerely,



Mikal Young
Marketing and Events Coordinator
Downtown Billings

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
10/14/2009PRODUCER
Billings - CL
3533 Gabel Road
Billings, MT 59102
406 652-9151THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.INSURED
Downtown Billings BID, Inc.
2815 2nd Avenue North
Billings, MT 59101

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **Charter Oak Fire Insurance Comp**

25615

INSURER B: **Travelers Indemnity Company**

25658

INSURER C: **Travelers Indemnity Co of Ameri**

25666

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	I6604683L423COF09	07/01/09	07/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	BA4671L62109SEL	07/01/09	07/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
B	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☒ RETENTION \$ 5000	ISFCUP7054Y957IND0	07/01/09	07/01/10	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is additional insured on the General Liability.

CERTIFICATE HOLDER

City of Billings
Attn: Human Resources
PO Box 1178
Billings, MT 59104

CANCELLATION

10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Rose Hella

Commercial Certificate of Insurance


FARMERS

Agency
Name
&
Address

- FARMERS INSURANCE GROUP
- TIM BEETER
- 2860 GRAND AVE
- BILLINGS, MT 59102

Issue Date (MM/DD/YY) 03/21/10

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

St. 70 Dist. 05 Agent 09

Companies Providing Coverage:

Insured
Name
&
Address

- CSKT CORP
- MONTANA BREWING/HOOLIGANS
- 113 N BROADWAY
- BILLINGS, MT 59101

Company A Truck Insurance Exchange
Letter
Company B Farmers Insurance Exchange
Letter
Company C Mid-Century Insurance Company
Letter
Company D

Coverages

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

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
A	General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.	065934922	10/19/09	10/19/10	General Aggregate	\$ 2,000,000
					Products-Comp/OPS Aggregate	\$ 1,000,000
					Personal & Advertising Injury Each Occurrence	\$ 1,000,000
					Fire Damage (Any one fire)	\$ 1,000,000
					Medical Expense (Any one person)	\$ 75,000
						\$ 5,000
	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Combined Single Limit	\$
					Bodily Injury (Per person)	\$
					Bodily Injury (Per accident)	\$
					Property Damage	\$
					Garage Aggregate	\$
A	Umbrella Liability	065934930	10/19/09	10/19/10	Limit	\$ 1,000,000
	Workers' Compensation and Employers' Liability				Statutory	\$
					Each Accident	\$
					Disease - Each Employee	\$
					Disease - Policy Limit	\$

Description of Operations/Vehicles/Restrictions/Special items:

A X LIQUOR LIABILITY 065934930 10/19/09 10/19/10 General Aggregate \$2,000,000
Per Occurrence \$1,000,000

Certificate Holder

Name
&
Address

- DOWNTOWN BILLINGS ASSOC.
- 2815 2ND AVE N
- BILLINGS, MT 59101

Cancellation

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

Tim Beeter
Authorized Representative

124264



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/02/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CONCORDE GENERAL AGENCY INC 720 28TH ST SW FARGO, ND 58103		CONTACT NAME: PHONE (A/C, No, Ext): 800-726-1611 FAX (A/C, No): E-MAIL: submissions@concorde-ga.com PRODUCER ADDRESS: CUSTOMER ID#:	
INSURED HOTEL CARLIN INC 2407 MONTANA AVE BILLINGS MT 59101		INSURER(S) AFFORDING COVERAGE INSURER A: Penn America (commercial) INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDITIONAL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	FAC6823578	02/26/10	02/26/11	EACH OCCURRENCE
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person)
						PERSONAL & ADV INJURY
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE
	☒ POLICY ☐ PROJECT ☐ LOC					PRODUCTS - COMP/PROP AGG
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO					BODILY INJURY (Per person)
	ALL OWNED AUTOS					BODILY INJURY (Per accident)
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)
	HIRED AUTOS					
	NON-OWNED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE
	EXCESS LIAB					AGGREGATE
	DEDUCTIBLE					
	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM)	☐ Y ☒ N				E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE
A	PROPERTY		FAC6823578	02/26/10	02/26/11	E.L. DISEASE - POLICY LIMIT
						BPP - \$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CITY OF BILLINGS
 ATTN: BRENT BROOKS
 PO BOX 1178
 BILLINGS MT 59103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

10

AUTHORIZED REPRESENTATIVE

Scott M Anderson

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CERTIFICATE OF LIABILITY INSURANCE

OP ID M5
CARLI-2DATE (MM/DD/YYYY)
03/02/10

PRODUCER Western States Ins - Billings P Box 80308 Billings MT 59108 Phone: 406-656-9800 Fax: 406-656-1199	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED The Carlin Hotel Carlin Inc. dba: 2501 Montana Ave. Billings MT 59101-2336	<table border="1"><tr><td>INSURERS AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Founders Insurance Company</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr></table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Founders Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Founders Insurance Company													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS												
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO- JECT ☐ LOC				<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$	GENERAL AGGREGATE	\$	PRODUCTS - COMP/OP AGG	\$
EACH OCCURRENCE	\$																
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$																
MED EXP (Any one person)	\$																
PERSONAL & ADV INJURY	\$																
GENERAL AGGREGATE	\$																
PRODUCTS - COMP/OP AGG	\$																
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
COMBINED SINGLE LIMIT (Ea accident)	\$																
BODILY INJURY (Per person)	\$																
BODILY INJURY (Per accident)	\$																
PROPERTY DAMAGE (Per accident)	\$																
	GARAGE LIABILITY ☐ ANY AUTO				<table border="1"><tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr><tr><td>OTHER THAN EA ACC</td><td>\$</td></tr><tr><td>AUTO ONLY: AGG</td><td>\$</td></tr></table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN EA ACC	\$	AUTO ONLY: AGG	\$						
AUTO ONLY - EA ACCIDENT	\$																
OTHER THAN EA ACC	\$																
AUTO ONLY: AGG	\$																
	EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$		\$		\$		
EACH OCCURRENCE	\$																
AGGREGATE	\$																
	\$																
	\$																
	\$																
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<table border="1"><tr><td>WC STATU- TORY LIMITS</td><td>OTH- ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	WC STATU- TORY LIMITS	OTH- ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$				
WC STATU- TORY LIMITS	OTH- ER																
E.L. EACH ACCIDENT	\$																
E.L. DISEASE - EA EMPLOYEE	\$																
E.L. DISEASE - POLICY LIMIT	\$																
A	Liquor Liability	LLMT000069	02/26/10	02/26/11	<table border="1"><tr><td>Aggregate</td><td>1,000,000</td></tr><tr><td>Occurrenc</td><td>1,000,000</td></tr></table>	Aggregate	1,000,000	Occurrenc	1,000,000								
Aggregate	1,000,000																
Occurrenc	1,000,000																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Billings is named additional insured.
Multiple City Events

CERTIFICATE HOLDER

-----1 Downtown Billings Assoc 2518 2nd Ave North Billings MT 59101
--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

E. Mae Siefert

Client#: 125526

27YAMLOUN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/14/2010
PRODUCER Hub Int'l. Mountain States Ltd PO Box 3927 Missoula, MT 59806 406 541-7016		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED YAM Lounge, Kim K. Hauptman DBA: 3232 Redwood Lane Billings, MT 59102		INSURERS AFFORDING COVERAGE INSURER A: Diamond State Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC # 42048

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	MTA0001157	05/01/2009	05/01/2010	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADY INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMFOP ASB \$2,000,000
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE, Y/N OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Liquor Liab Each Common Cause Aggregate	MTA0001157	05/01/2009	05/01/2010	\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

This certificate is in reference to the Street Dance event to be held 07/01/2010. Upon renewal of this policy, May 1, 2010, we will send an updated certificate and the certificate holder will be an additional insured in reference to this event.

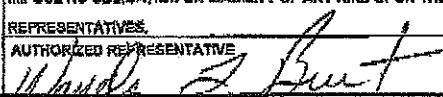
CERTIFICATE HOLDER

City of Billings
 PO Box 1178
 Billings, MT 59103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2009/01) 1 of 2

#S126797/M126795

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The ACORD name and logo are registered marks of ACORD

WLB

Client#: 22595

ZTTINTAVE

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
04/06/2010

PRODUCER

Hub Int'l. Mountain States Ltd
PO Box 3927
Missoula, MT 59806
408 541-7016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Tiny's Tavern
323 North 24th
Billings, MT 59101

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Diamond State Insurance Company

42048

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJ ☐ LOC	MTA0000044	07/28/2009	07/28/2010	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☒ NON-OWNED AUTOS	MTA0000044	07/28/2009	07/28/2010	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NR) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Liquor Liab Each Common Cause Aggregate	MTA0000044	07/28/2009	07/28/2010	\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

In reference to the Alive After 5:00 Event to be held 07/15/2010, the Certificate Holder is named as Additional Insured.

CERTIFICATE HOLDER

City of Billings
P.O. Box 1178
Billings, MT 59103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
04/12/10

PRODUCER

Hoiness LaBar Insurance
A Member of Payne Financial Group
 P.O. Box 30638
 Billings, MT 59107-0638

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
 ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
 HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

City Of Billings
%Human Resources Dept
P.O. Box 1178
Billings, MT 59104

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **Penn-American Insurance Co.**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ PD Ded:250 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	PAC6784202	04/01/10	04/01/11	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Holder is listed as Additional Insured on the policy for Alive After 5 event on 7/29/10 to be held on the corner of 29th St. and 1st Ave. N, Billings, MT

CERTIFICATE HOLDER

Monte Carlo Casino
2824 1st Ave. N.
Billings, MT 59101

CANCELLATION

10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



PRODUCER Hoiness LaBar Insurance A Member of Payne Financial Group P.O. Box 30638 Billings, MT 59107-0638		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Pug Mahon, Inc. DBA Pug Mahon's Irish Pub; The Bookie; Guido's Pizza 3011 1st Ave N Billings, MT 59101		INSURERS AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co INSURER B: The Travelers Indemnity Co. INSURER C: INSURER D: INSURER E:	NAIC # RECEIVED FEB 02 REC'D

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR INSRD		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	I680909D1985TIA10	02/05/10	02/05/11	EACH OCCURRENCE	\$1,000,000
	☒	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	☐	CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$5,000
	☐					PERSONAL & ADV INJURY	\$1,000,000
	☐					GENERAL AGGREGATE	\$2,000,000
	☐	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,000,000
	☐	POLICY ☐ PRO-JECT ☐ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	☐	ANY AUTO				BODILY INJURY (Per person)	\$
	☐	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	☐	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	☐	HIRED AUTOS					
	☐	NON-OWNED AUTOS					
	☐						
	☐						
	☐						
	☐						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	☐	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
	☐					AGG	\$
B		EXCESS/UMBRELLA LIABILITY	ISFCUP9010Y944IND1	02/05/10	02/05/11	EACH OCCURRENCE	\$2,000,000
	☒	OCCUR ☐ CLAIMS MADE				AGGREGATE	\$2,000,000
	☐	DEDUCTIBLE					\$
	☒	RETENTION \$ 5000					\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER Liquor Liability	I680909D1985TIA10	02/05/10	02/05/11	included in the GL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is an additional insured on the general liability.

RE: Alive After Five Events

CERTIFICATE HOLDER Downtown Billings Association 2815 Second Avenue North Billings, MT 59101	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Nathanael Allie</i>
--	--

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
3/31/2010

PRODUCER
Hub Int'l. Mountain States Ltd
3 Gabel Road
Billings, MT 59102
406 652-9151

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Bin 119, LLC.
119 North Broadway
Billings, MT 59101

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: American Hallmark Insurance Co

43494

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-ECT ☐ LOC	44CL45854401	03/19/2010	03/19/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	44CL45854401	03/19/2010	03/19/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY ☐ ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A	EXCESS / UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☒ RETENTION \$10,000	44CU45854501	03/19/2010	03/19/2011	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Liquor Liability	44CL45854401	03/19/2010	03/19/2011	\$1,000,000 Each Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is listed as additional insured.

CERTIFICATE HOLDER

City of Billings
P.O. Box 1178
Billings, MT 59104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Rene Lelley

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
04/23/10

PRODUCER Hoiness LaBar Insurance A Member of Payne Financial Group P.O. Box 30638 Billings, MT 59107-0638		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED City Of Billings %Human Resources Dept P.O. Box 1178 Billings, MT 59104		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Penn-American Insurance Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ PD Ded:250 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	PAC6784202	04/01/10	04/01/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$2,000,000 \$100,000 \$5,000 \$2,000,000 \$2,000,000 \$2,000,000
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$ \$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE	\$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Holder is listed as Additional Insured on policy for Alive After 5 event on 8/19/10 on North 31st St between 4th and 6th Avenue.

CERTIFICATE HOLDER**CANCELLATION****10 Days for Non-Payment**

Dean Wright CPA
 404 N. 31st, Suite 210
 Billings, MT 59101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Date: 05/24/2010

TITLE: St. Vincent Healthcare Heart & Sole Run

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

St. Vincent's Health Care requests temporary street closures on Saturday, June 12, 2010, from 6:00 am to 1:00 pm for the annual Heart and Sole Race. The race will include both a 5 K and a 10 K route starting on N. 30th Street across from St. Vincent Healthcare and ending on Poly Drive North of Grandview Park. Attached is event route maps.

Recommended conditions of approval include St. Vincent's Health Care:

1. Have no alcohol consumption in the right of way
2. Clean the area to be used and provide and empty waste cans
3. Notify all emergency facilities, bus lines and media at least two weeks in advance of the event
4. Provide and install adequate signs and traffic barricades directing motorists around event
5. Provide a certificate of insurance naming City of Billings as additional insured

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 for this event other than administrative time to process the permit. Police, traffic control and litter removal are to be paid for by St. Vincent's Health Care.

RECOMMENDATION

Staff recommends that Council approve the temporary closure of the streets as outlined in the attached event route map.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Heart and Sole Attach.](#)



St. Vincent Healthcare Foundation

Benefiting the Healing Ministry of St. Vincent Healthcare

March 12th, 2010

St. Vincent Healthcare Foundation
1106 North 30th Street
Billings, MT 59101

City of Billings,

On June 12th, 2010 St. Vincent Healthcare will host the 31st annual Heart & Sole Run. This year we are honored to have received the RRCA Western Regional 5K Championship designation. Runners from across the western United States will be competing for the 5K title. In addition to the 5K run/walk we will also offer a 10K run/walk, a 2 Mile Health walk and a short distance walk for those not yet able to complete the 2 mile walk.

The race begins on North 30th Street across from St. Vincent Healthcare main entrance, and ends on Poly Drive north of Grandview Park. Park activities will take place between 6:00 am and 1 pm.

Riverstone Health will provide on course and festival area medical services. The course will have three medical aid stations staffed by Riverstone Health physicians. In addition our medical director is developing an Emergency Action Plan, EAP, for the event.

Traffic control will be provided by three sources, barricades as outlined in this application, uniformed officers at major course intersections and volunteers at less busy intersections. We will be increasing the police presence from three officers and patrol cars to ten officers and cars. Volunteers will be given verbal and written safety instructions when reporting for assignments. An example of these documents are contained in the application. Barricades will be removed as soon as the runners and walkers are safely past the intersections, minimizing the local traffic disruption.

Our event benefits the YMCA Youth Scholarship Program and the St. Vincent Healthcare Cardiac Rehabilitation scholarships. Please contact me at 698.4076 should you have additional questions.

Respectfully,

Christopher Cook
Heart & Sole Run Director

*Please consider including St. Vincent Healthcare in your Will or Estate Planning...
your legacy will live on in the lives of grateful patients for years to come.*

1106 North 30th Street, Billings, Montana 59101

406-237-3600

Fax 406-237-3619

www.svfoundation.org



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 CHRIS COOK

ORGANIZATION MAKING APPLICATION ST. VINCENT HEALTHCARE

PHONE (406) 237-3603

ADDRESS 1106 N. 30TH ST BILLINGS MT 59101

EMAIL ADDRESS cctcook@msn.com CITY STATE ZIP

APPROXIMATE TIME EVENT WILL:

Assemble 6 AM Start 8:30 AM Disband 1 PM

DATE OF EVENT SATURDAY JUNE 12TH 2010

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

PROCEEDS FROM THE HEART & SOUL RUN PRODUCE SCHOLAR-
SHIPS FOR THE TMCA YOUTH SUPPORT PROGRAM. ADDITIONAL
SCHOLARSHIPS ARE PROVIDED FOR PEOPLE WITH SERIOUS
HEART OR LUNG PROBLEMS WHO NEED SUPERVISED REHABILITATION
THAT ST VINCENT HEALTHCARE PROVIDES THROUGH OUR
CARDIAC REHAB PROGRAM.

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

MAP ATTACHED

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

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

SPONSORS AND THEIR VOLUNTEERS WILL PROVIDE
CLEAN-UP.

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

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

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

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

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

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

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

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

APPLICANT SIGNATURE Christopher J. Cool DATE 12 MARCH 2010

APPLICATION APPROVED _____ DATE _____

APPLICATION DENIED _____ DATE _____

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

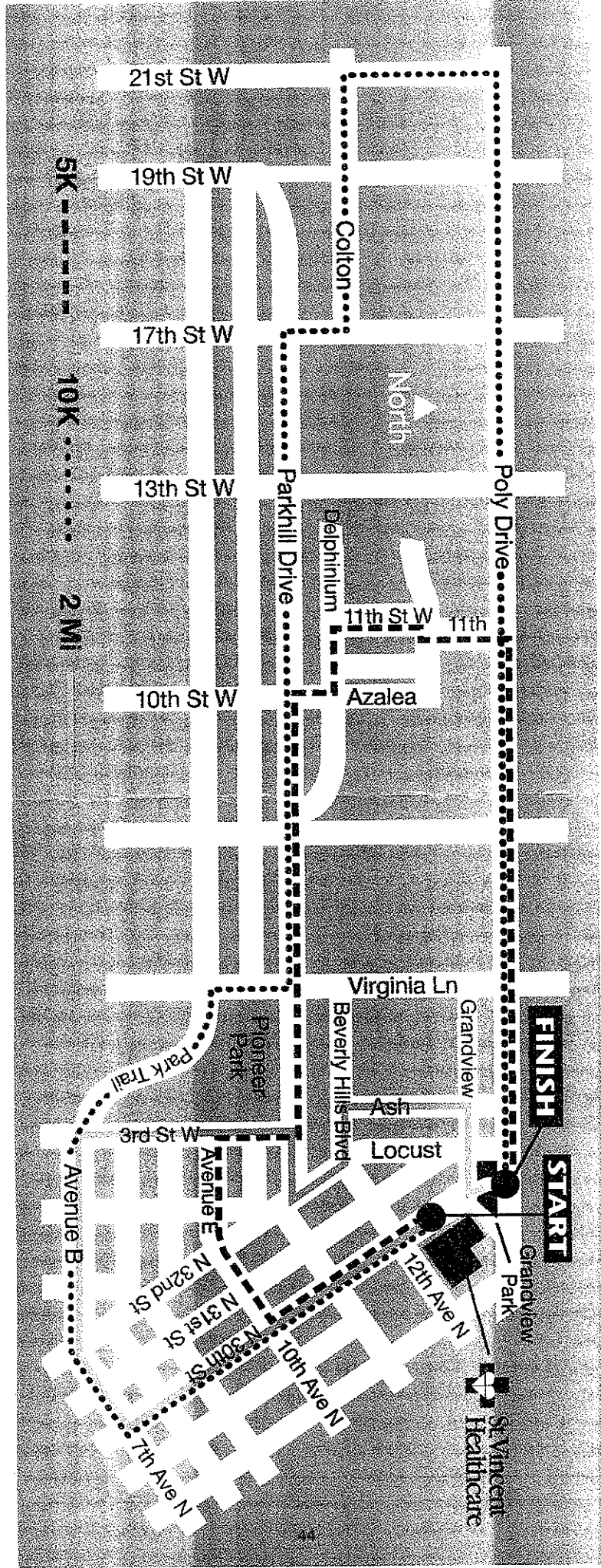
FOR CITY USE ONLY

FEE: _____

APPLICANT NOTIFIED BY: _____

DATE: _____

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



Road Closures for Heart & Sole Race June 12th, 2010

Poly from North 29 th St to Virginia	From 6:30am to 12:00 noon
Elevation Ave from North 30 th St to North 29 th St	From 6:30am to 12:00 noon
North 30 th St to Poly	From 6:30am to 12:00 noon
North 30 th St south to Poly Dr. (MSU-B area)	From 6:30am to 12:00 noon
<i>(Festival in Grandview Park – Races finish at Poly Dr and North 30th)</i>	

North 30th St. north of 12th Ave closed to north traveling traffic only From 6:30am to 12:00 noon
(Releases Grandview traffic down North 30th but avoids north bound traffic from accessing Poly Dr. which is closed)

Grandview Blvd from Elm St to Elevation St	From 6:30am to 9:45am
--	-----------------------

Grandview Blvd at Locus St	From 6:30am to 9:45am
----------------------------	-----------------------

On North 30th at 12th, 11th and 10th Avenues will be closed from 7:45am to 9:00am

North 32 nd St at 11 th Ave	From 7:45am to 9:30am
<i>(Regulating traffic traveling north to avoid race participants)</i>	

McDonnell Blvd at Locus St	From 7:45am to 12:00 noon
<i>(Limit traffic near the finish line on Poly Dr)</i>	

Grandview Blvd at Elm St	From 7:45am to 9:45am
--------------------------	-----------------------

Virginia Lane at Ave E & F and Lordwith Dr	From 7:45am to 9:45am
<i>(Regulating traffic traveling north to avoid race participants)</i>	

Virginia Lane at Beverly Hill Blvd	From 7:45am to 10:15am
<i>(Regulating traffic traveling north to avoid race participants at Virginia Lane and Poly)</i>	

Barricade removal times other than the 12:00 noon times are based on previous years' slowest participants'. We respectfully request 15 minute latitude for barricade removal based on actual race participants. It is our goal to reopen all roads as quickly as possible and ensure the safety of our participants.

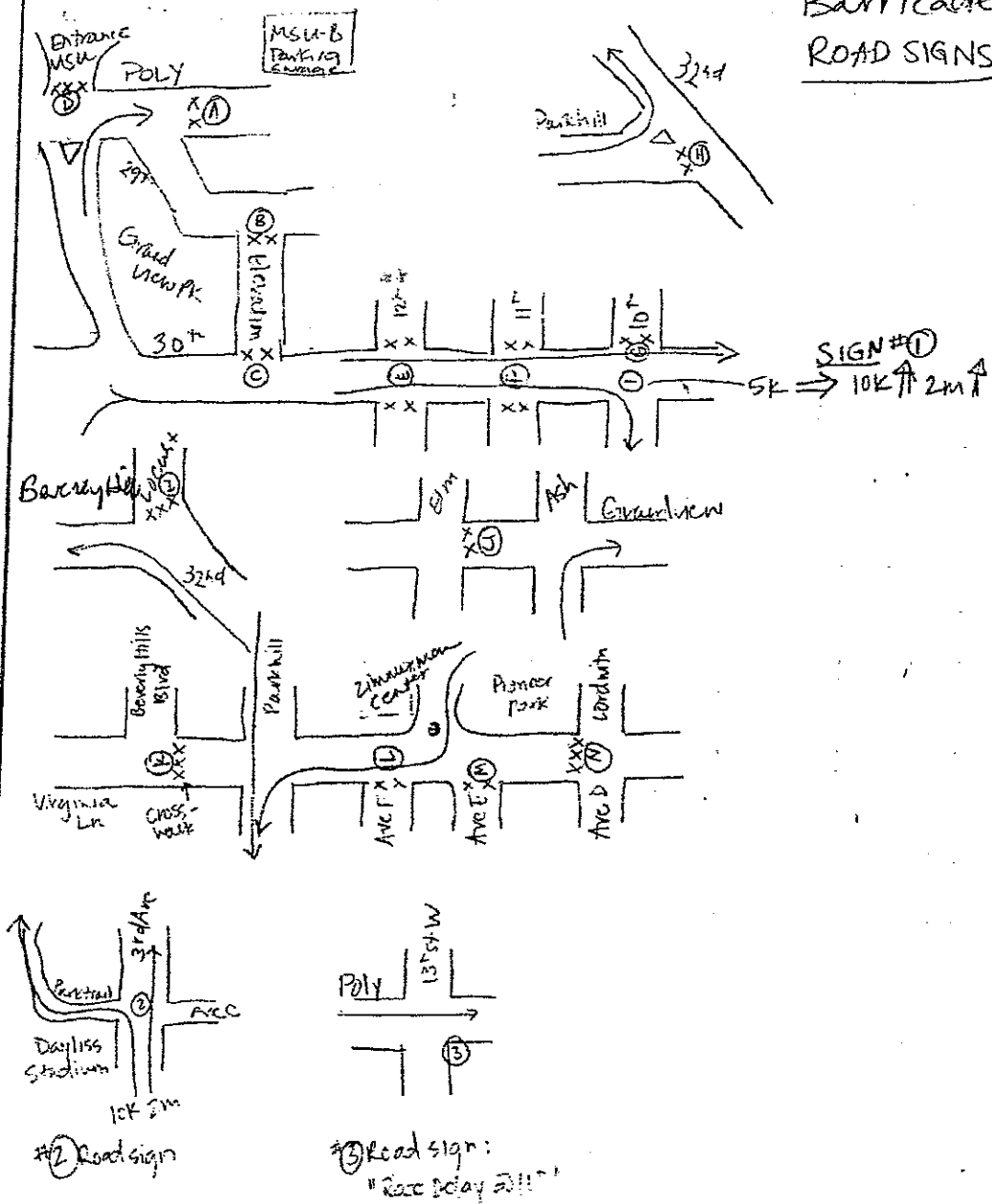
Put (2-3) barricades to mostly block the following streets (unless otherwise denoted)

- A. Block Poly at N. 29th allowing cars to turn around at 29th and allows access to MSU-Billings parking garage. This prevents cars from proceeding west on Poly as races head east on Poly to complete the race at Grandview Park. (3) "Road Closed" sign.
- B. Elevation and N. 29th (Block off Elevation from incoming traffic) (2)
- C. Elevation and N. 30th (Block off Elevation from incoming traffic) (2)
- D. Poly and University (Block off the MSU-Billings entrance so cars cannot get onto Poly) (2)
- E. 12th Ave and N. 30th St (Block both sides of the roads to keep traffic from going down N. 30th) (2)
- F. 11th Ave and N. 30th St (Block both sides of the roads to keep traffic from going down N. 30th) (2)
- G. 10th Ave and N. 30th St (Block both sides of the roads to keep traffic from going down N. 30th) (3)
 - 1. Road sign reading "5K ONLY TURN RIGHT, 2Mile/10K STRAIGHT" placed on manhole cover in the middle of 10th and 30th intersection
- H. 32nd and Parkhill (Block Parkhill at 32nd so that traffic cannot turn up Parkhill) (3)
- I. N. 32nd and Locust/Colton (Block off North side of road). (3)
- J. Grandview and Elm (Complete length of Grandview, so cars can turn right on Elm and avoid the race participants) (3-4)
- K. Across Virginia Lane at crosswalk on Beverly Hills Blvd (Place barricades on crosswalk to block Virginia Lane so traffic can avoid race participants at Parkhill and Virginia Lane by turning at Beverly Hills Blvd). (3)
- L. Ave F at Virginia Lane (Block off Ave F so traffic cannot turn onto Virginia Lane) (2)
- M. Ave E at Virginia Lane (Block off Ave E so traffic cannot turn onto Virginia Lane) (2)

N. Across Virginia Lane at Lordwith/Ave D (Block so that cars can turn onto Lordwith or Ave D and avoid the race participants) (3-4)"Road Closed" sign

- 2. Road sign reading "10K ONLY TURN LEFT UP TRAIL, 2Mile STRAIGHT" placed in the middle of 3rd Ave between park trail and Ave C
- 3. Road sign that says "RACE DELAY AT 11th PLEASE TURN" placed on southeast corner of sidewalk at 13th Street West and Poly. (Facing West on Poly"

BARRICADES
ROAD SIGNS





CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
03/11/2010

PRODUCER 345-914-5753 MARSH MANAGEMENT SERVICES CAYMAN LTD. 23 Lime Tree Bay Avenue Building 4, 2nd Floor PO Box 1051 Grand Cayman, KY1-1-102		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED St. Vincent Healthcare 1233 N. 30th St. PO Box 35200 Billings, MT 59107-5200		INSURERS AFFORDING COVERAGE INSURER A: Leaven Insurance Company Ltd INSURER B: INSURER C: INSURER D: INSURER E:	NAIC# C6684-001

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMPIOP AGG	\$
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☒ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$	LIC311010	3/1/2010	10/1/2010	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STAT'L TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The primary General liability Coverage is Self-Insured for the First \$1,000,000 / \$3,000,000 on a claims made basis. The City of Billings, MT is added as Additional Insured for the General Liability as respects this event on June 12, 2010 RE: \$750,000 / \$1.5M Coverage for the High-Of-Way Special Activity permit for the Heart and Sole Run event for St. Vincent Healthcare.

CERTIFICATE HOLDER

CITY OF BILLINGS Dept. of Parks, Recreation & Public Lands Attn: Joe Sedin 1233 N. 30th Street P. O. Box 1178 Billings, MT 59103-1178	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Marsh Management Services Cayman Ltd.</i>
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ACORD 25 (2009/01)

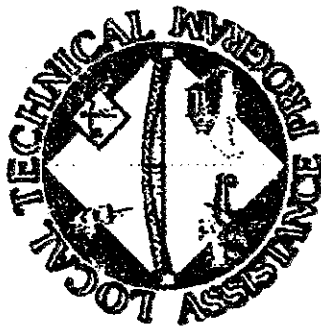
Call: 2959251 Tpl: 1055241 Cert: 13903275 © 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

MONTANA DEPARTMENT OF TRANSPORTATION



CERTIFICATE OF COMPLETION



Christopher Cook

has satisfactorily completed

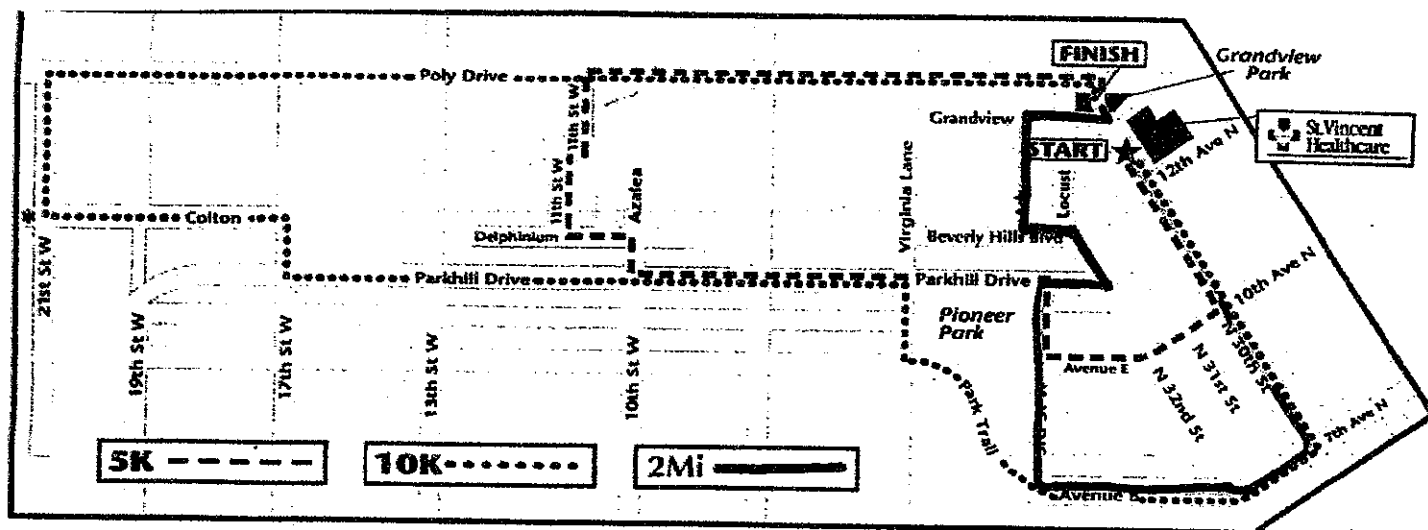
Flagging Safety Seminar

Steve V. Jenkins
Instructor

Christopher Cook
Cardholder

Expiration Date: 5/19/2012

(Photo ID Required)



John Doe

Thank you for volunteering as a **crossing guard**
For the Heart and Sole Race!

This race could not have happened without your help!

Your assignment for the races is as a crossing guard:

Parkhill and 14th St. W

Please come to Grandview Park (see the map for parking areas) and check in by **7:00 am** on the day of the race. We will have you pick up your safety vest and signs at that time. Please provide your own transportation from there to your assigned post and be in place by **8:00 am** when we make our final route checks.

During the race please stand:

on the North side of Parkhill on 14th St. W

Please have runners/walkers:

Direct runners/walkers to stay STRAIGHT through intersection

You will see a bike rider following the last racer. This biker may lead the pack and then return after crossing the finish line to follow the last walker/race. To ensure all runners/walkers are safe please do not leave your post until you see this biker. Please return the vest and signs back to the park where you picked them up, before you go home. (If we lose these items it takes the profit away from the patients that could benefit.)

Thank you again for volunteering for the race!

If you have questions on race day please contact: Chris 698-4076 or April 690-0228

Please review safety tips on other side.

Safety Instructions for Crossing Guards:

1. Thank you for volunteering to be a crossing guard for the Heart & Sole Run. Please remember the following :
2. Be friendly but firm with drivers.
3. Allow local people returning to homes in the neighborhood through only when there is a gap in the runners.
4. Don't stand in the path of an oncoming vehicle. Face oncoming traffic.
5. Plan an escape route.
6. Be clearly visible to traffic at all times.
7. Stand alone not in a group.
8. Be alert and ready to respond to emergencies.
9. Be ready to inform motorists of the delay. Reinforce that it is for the safety of the participants and the drivers.
10. Record the license number and description of any vehicle whose driver disobeys your instructions or threatens the safety of the race.
11. Communicate with other crossing guards, Chris Cook 698-4076, and 911 for emergencies.
12. Park in a safe place away from your station.
13. Don't step into traffic or turn your back on traffic.
14. Please stay in position until the "trailer" bike riders gives the last runner signal.
15. See that all materials are removed prior to leaving.

Date: 05/24/2010

TITLE: Donation for Memorial Bench

PRESENTED BY: Mike Whitaker

Department: Parks/Rec/Public Lands

Information

PROBLEM/ISSUE STATEMENT

The City of Billings Parks, Recreation and Public Lands (PRPL) received a donation from Denise Wiedenheft on behalf of her siblings in the amount of \$1,200.00 for the purpose of donating a bench to honor their parents Ed and Vi Ewals. The bench will be located on City owned land managed by Public Works - Belknap commonly known as Mystic Park next to the Heritage Trail. Public Works - Belknap personnel are working with PRPL on the final location and installation.

ALTERNATIVES ANALYZED

- Accept the donation.
- Decline the donation.

FINANCIAL IMPACT

There will be no financial impact to the City.

RECOMMENDATION

Staff recommends that Council accept this \$1,200 donation to provide a bench at Mystic Park and acknowledge this gift to the community from the Ewals family.

APPROVED BY CITY ADMINISTRATOR

Date: 05/24/2010

TITLE: Resolution Amending Res. 10-18911, Creating an Ad-Hoc Medical Marijuana Committee

PRESENTED BY: Tina Volek

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

On Feb. 8, 2010, the City Council created an Ad-Hoc Advisory Committee on Medical Marijuana to advise the Mayor and City Council on how to deal with issues raised by the City Council in relation to the drug. At the recommendation of the Ad-Hoc Committee, the City Council on May 10, 2010, approved a 6-month moratorium on the opening of any new businesses attempting to grow, sell or distribute medical marijuana or paraphernalia within the City limits. At the same meeting, the City Council created two initiatives. One was to add 2 at-large members to the Ad-Hoc Committee. The other was to make recommendations to the staff for options for regulating caregivers. The attached resolution amends Resolution No. 10-18911, which originally created the Ad-Hoc Committee, to comply with the Council initiatives.

ALTERNATIVES ANALYZED

The Council may:

- Approve the resolution amending Resolution No. 18911 by adding two at-large members and asking the Ad-Hoc Committee to make recommendations to staff of options for regulating caregivers;
- Not approve the resolution, keeping the membership at eight and failing to provide information on regulation caregivers; or
- Postpone action on the resolution.

FINANCIAL IMPACT

There is no expected financial impact from amending the resolution.

RECOMMENDATION

Staff recommends amending Resolution No. 10-18911 as suggested in the Council initiatives.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Ad-Hoc Committee Amendments](#)

RESOLUTION NO. 10-____

A RESOLUTION AMENDING RESOLUTION NO. 10-18911, CREATING A CITY OF BILLINGS AD-HOC ADVISORY COMMITTEE ON MEDICAL MARIJUANA

WHEREAS, in 2004, the Montana Legislature adopted MCA 50-46-201, which prohibits a person possessing a registry identification card from being prosecuted or otherwise penalized for possessing or using medical marijuana as outlined within the statute; and

WHEREAS, in October 2009, the U.S. Department of Justice instructed Federal prosecutors not to use resources to prosecute individuals in states which have medical marijuana laws; and

WHEREAS, as a result, numerous individuals have filed for business tax determinations to operate medical marijuana dispensaries in the City of Billings; and

WHEREAS, the Mayor and City Council, on November 23, 2009, approved an initiative to create an ad hoc Council committee to determine what, if anything, the City should do with medical marijuana and how it is sold; and

WHEREAS, BMCC Sec. 2-224 provides a method for the Mayor and City Council to create by resolution an Ad-Hoc Council Advisory Committee to address issues within certain limits; and

WHEREAS, on May 10, 2010, the Mayor and City Council adopted a 6-month moratorium on the opening of any new establishments attempting to grow, sell or distribute medical marijuana or paraphernalia within the City limits; and

WHEREAS, on May 10, 2010, the Mayor and City Council by initiative directed the Ad-Hoc Advisory Committee on Medical Marijuana to add 2 at-large members and to explore options for regulating caregivers.

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

1. There is hereby created an Ad-Hoc Advisory Committee on Medical Marijuana to deal with the issues raised by the City Council, including making recommendations to City staff on options for regulating caregivers.
2. The Ad-Hoc Advisory Committee shall be composed of two City Council members, one of whom shall serve as chair of the Ad-Hoc Committee; one holder of a medical marijuana registry identification card; one medical marijuana caregiver; a pharmacy representative; a medical community representative; a real estate community representative; ~~and a Montana State Representative or Senator~~, and two at-large community members.

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3. The City Administrator shall appoint such staff as are necessary to assist the Ad-Hoc Advisory Committee with information during its deliberations and to ensure compliance with all applicable open meetings laws.

4. The Ad-Hoc Advisory Committee on Medical Marijuana shall report its findings to the City Council no later than ~~August 23, 2010~~ August 23, 2010.

APPROVED this ~~8th day of February~~ 24th day of May, 2010.

THE CITY OF BILLINGS

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

Date: 05/24/2010

TITLE: Fixing the form and detail of the DNRC loan for the Disinfection UV System

PRESENTED BY: Patrick M. Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

On December 21, 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 ultraviolet (UV) disinfection system improvement project. The UV disinfection system improvement project includes construction of a UV disinfection system for the effluent of the wastewater treatment plant and is primarily intended to support existing capacity.

This resolution authorized the issuance of the \$4,100,000 bond 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 and bonds; or
- Not approve the resolution fixing the form and detail of the DNRC loan and bonds.

FINANCIAL IMPACT

There will be three parts to the loan. Loan A has a principal amount of \$384,000 but will be forgiven. Loan B has a principal amount of \$816,000. Loan C has a principal amount of \$2,900,000. Loan B & C will be issued at an interest rate of 3.75%. The bond term will be 20 years and the estimated annual debt payment will be \$293,000.

RECOMMENDATION

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

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [WO 08-22 Bond Resolution](#)

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. _____, entitled: "RESOLUTION RELATING TO \$4,100,000 SEWER SYSTEM REVENUE BONDS (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), CONSISTING OF \$384,000 SUBORDINATE LIEN TAXABLE SERIES 2010A BOND, \$816,000 SERIES 2010B BOND, AND \$2,900,000 SERIES 2010C BOND; 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 May 24, 2010, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

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

City Clerk

SUPPLEMENTAL RESOLUTION

Relating to

\$4,100,000

SEWER SYSTEM REVENUE BONDS

(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)

CONSISTING OF

\$384,000 SUBORDINATE LIEN TAXABLE SERIES 2010A BOND,
\$816,000 SERIES 2010B BOND, AND \$2,900,000 SERIES 2010C BOND

CITY OF BILLINGS, MONTANA

Adopted: May 24, 2010

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RESOLUTION NO. _____

RESOLUTION RELATING TO \$4,100,000 SEWER SYSTEM REVENUE BONDS (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), CONSISTING OF \$384,000 SUBORDINATE LIEN TAXABLE SERIES 2010A BOND, \$816,000 SERIES 2010B BOND, AND \$2,900,000 SERIES 2010C BOND; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF

WHEREAS, pursuant to the Water Pollution Control State Revolving Fund Act, Montana Code Annotated, Title 75, Chapter 5, Part 11, 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 water pollution control 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 water pollution control revolving fund under the Federal Water Pollution Control Act (the “Clean 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 Clean Water Act and according to rules adopted by the DEQ and the DNRC; and

WHEREAS, the 2010 EPA Capitalization Grant (as hereinafter defined) requires that loans under the Program funded in whole or in part by such grant in the aggregate and not on a loan-by-loan basis be structured in such a way that a dollar amount in the aggregate equal to at least 15% of the total proceeds of such grant be subject to loan forgiveness; and

WHEREAS, the City of Billings, Yellowstone County, Montana (the “Borrower”) has applied to the DNRC for the 2010 Loans (as hereinafter defined) from the Revolving Fund to enable the Borrower to finance, refinance or reimburse itself for the costs of the 2010 Project (as hereinafter defined) which will carry out the purposes of the Clean Water Act; and

WHEREAS, the Borrower is authorized under applicable laws, ordinances and regulations to adopt this Supplemental Resolution and to issue the Series 2010 Bonds (as hereinafter defined) to evidence the 2010 Loans (as hereinafter defined) for the purposes set forth herein; and

WHEREAS, the DNRC will fund: (i) the 2010A Loan (as hereinafter defined) entirely from proceeds of the 2010 EPA Capitalization Grant, (ii) the 2010B Loan (as hereinafter defined) in part, directly or indirectly, with proceeds of State Bonds (as hereinafter defined) and

in part, directly or indirectly with funds provided by the United States Environmental Protection Agency; and (iii) the 2010C Loan with proceeds of Recycled Money (as hereinafter defined).

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

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION AND APPENDICES

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

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

“Acquisition and Construction Account” means the account created in the Sewer System Fund pursuant to Section 11.2 of the Original 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 Article X of the Original Resolution excluding Section 10.4 thereof.

“Administrative Expense Surcharge” means, (i) in respect of the 2010B Loan and the 2010C Loan, in any event, and (ii) in respect of the 2010A Loan, upon the delivery of a Noncompliance Statement as provided by this Supplemental Resolution, a surcharge equal to seventy-five hundredths of one percent (0.75%) per annum on the outstanding principal amount of the 2010 Loans from the date of each advance thereof, payable by the Borrower on a Payment Date.

“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 2008 Bond, the Series 2009B Bond, the Series 2009C Bond, the Series 2010B Bond, the Series 2010C Bond, and any Sewer Debt to be issued on a parity therewith pursuant to Sections 10.2 or 10.3 of the Original Resolution; the Series 2009A Bond and the Series 2010A Bond are not Bonds.

“Borrower” means the City.

“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.

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

“Clean Water Act” means the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251-1387, as amended, and all regulations, rules and interpretations issued by the EPA thereunder.

“Closing” means the date of delivery of the Series 2010A Bond, the Series 2010B Bond, and the Series 2010C Bond to the DNRC.

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

“Collateral Documents” means any security agreement, guaranty or other document or agreement delivered to the DNRC securing the obligations of the Borrower under this Supplemental Resolution and the Series 2010 Bonds. If no Collateral Documents secure such obligations, any reference to Collateral Documents in this Supplemental Resolution shall be without effect.

“Committed Amount” means, collectively, the amount of the 2010A Loan, 2010B Loan, and 2010C 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.

“Compliance Certificate and Request” means the certificate and request substantially in the form of the attached Appendix D delivered by the DNRC to the Borrower following the final advance of principal of the 2010A Loan, to be completed, executed and delivered by the Borrower to the DNRC pursuant to Section 5.1.2 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 2010 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.

“Determination Statement” means a Forgiveness Statement or a Noncompliance Statement.

“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 Clean 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 Title VI of the Clean Water Act and any grant made available by the EPA for deposit in the Revolving Fund pursuant to Section 205(m) of the Clean Water Act.

“Estimated Completion Date” means , the date by which it is estimated by the Borrower that the 2010 Project will be substantially completed.

“Forgiveness Statement” means a written statement delivered to the Borrower by the DNRC in response to a Compliance Certificate and Request that the Borrower’s obligation to repay the principal of the Series 2010A Bond is forgiven.

“Fund” means the Sewer 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 June 1, 1991, 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, (i) in respect of the 2010B Loan and 2010C Loan, in any event, and (ii) in respect of the 2010A Loan, upon the delivery of a Noncompliance Statement as provided by this Supplemental Resolution, a surcharge equal to one percent (1.00%) per annum on the outstanding principal amount of the 2010 Loans from the date of each advance thereof, payable by the Borrower on a Payment Date.

“Loan Repayments” means periodic installments of principal and interest by Borrower in repayment of the Series 2010B Bond and Series 2010C Bond, and, if the DNRC delivers a

Noncompliance Statement, of the Series 2010A Bond, at the rates and times specified in Article V.

“Noncompliance Statement” means a written statement delivered to the Borrower by the DNRC that the Borrower’s obligation to repay the principal of the Series 2010A Bond is not forgiven.

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

“Original Resolution” means Resolution No. 05-18326 of the City adopted on August 22, 2005, as amended and supplemented by Resolution Nos. 08-18738 and 09-18851, adopted on July 28, 2008 and July 27, 2009, respectively.

“Payment Date” means, with respect the 2010B Loan and the 2010C Loan, each January 1 and July 1 during the term of the 2010B Loan and the 2010C Loan on which a payment of interest or principal and interest is due, as determined under this Supplemental Resolution, and, if a Noncompliance Statement is delivered with respect to the 2010A Loan, each January 1 and July 1 during the term of the 2010A Loan on which a payment of interest or principal and interest is due, as determined under this Supplemental Resolution.

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

“Project” means an improvement, betterment, reconstruction or extension of the System, including the 2010 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 loans made under the Program, and any other amounts transferred to the Principal Subaccount in the Revenue Subaccount in the State Allocation Account (as such terms are defined in the Indenture).

“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 2010 Bonds.

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

“Reserve Account” means the account created in the Sewer 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 supplemented by this Supplemental Resolution and other supplemental resolutions.

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

“Series 2005 Bond” means the Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2005, issued by the Borrower, in the original principal amount of \$4,515,000 pursuant to the Resolution as then in effect.

“Series 2008 Bond” means the Sewer System Revenue Bond (DNRC Revolving Loan Program), Series 2008, issued by the Borrower, in the original principal amount of \$7,400,000 pursuant to the Resolution as then in effect.

“Series 2009 Bonds” means, collectively, the Series 2009A Bond, the Series 2009B Bond, and the Series 2009C Bond.

“Series 2009A Bond” means the \$390,700 Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2009A, issued by the Borrower pursuant to the Resolution as then in effect.

“Series 2009B Bond” means the \$359,300 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B, issued by the Borrower pursuant to the Resolution as then in effect.

“Series 2009C Bond” means the \$5,387,000 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C, issued by the Borrower pursuant to the Resolution as then in effect.

“Series 2010A Bond” means the \$384,000 Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2010A, issued to the DNRC to evidence the 2010A Loan.

“Series 2010B Bond” means the \$816,000 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010B, issued to the DNRC to evidence the 2010B Loan.

“Series 2010C Bond” means the \$2,900,000 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C, issued to the DNRC to evidence the 2010C Loan.

“Series 2010 Bonds” means, collectively, the Series 2010A Bond, the Series 2010B Bond, and the Series 2010C Bond.

“Sewer Debt” means all Bonds and any other Debt incurred to acquire, construct, extend, improve, add to or otherwise pay expenses of or related to the System, without regard to the source of payment and security for such Debt (i.e., without regard to whether it is general obligation or revenue Debt).

“Sewer Revenues” means revenues (gross or net) received by the Borrower from or in connection with the operation of the System.

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

“State” means the State of Montana.

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

“State Act” means Montana Code Annotated, Title 75, Chapter 5, Part 11, as amended from time to time.

“Subordinate Obligations” means the Series 2009A Bond, the Series 2010A Bond, and any other subordinate obligations issued under Section 10.4 of the Original Resolution

“Supplemental Resolution” means this Resolution No. of the Borrower adopted on May 24, 2010.

“Surplus Account” means the account created in the Sewer 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 existing sewer system of the Borrower and all extensions, improvements and betterments thereof hereafter constructed and acquired, including, without limitation, the 2010 Project.

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

“2010 Project” means the designing, engineering, and construction of the facilities, improvements and activities financed, refinanced or the cost of which is being financed by or reimbursed to the Borrower with proceeds of the 2010 Loans, described in Appendix A hereto.

“2010A Committed Amount” means the amount of the 2010A 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 Section 3.2 and Section 3.4 of this Supplemental Resolution.

“2010B Committed Amount” means the amount of the 2010B 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 Section 3.2 and Section 3.4 of this Supplemental Resolution.

“2010C Committed Amount” means the amount of the 2010C 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 Section 3.2 and Section 3.4 of this Supplemental Resolution.

“2010 EPA Capitalization Grant” means that EPA Capitalization Grant made available to the Program from 2010 federal appropriations.

“2010B First Advance” means the first advance of funds of the 2010 Loans from the proceeds of the 2010B Loan by the DNRC to the Borrower in an amount of at least \$50,001.

“2010C First Advance” means the first advance of funds of the 2010C Loan by the DNRC to the Borrower.

“2010 Loans” or “Loan” means, collectively, the 2010A Loan, 2010B Loan, and the 2010C 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 2010 Project, to fund a deposit to the Reserve Account and to pay costs of issuance of the Series 2010 Bonds.

“2010A Loan” means the loan made to the Borrower by the DNRC pursuant to the Program in the maximum amount of the 2010A Committed Amount to provide funds to pay a portion of the costs of the 2010 Project payable under the Program and to pay a portion of costs of issuance of the Series 2010 Bonds.

“2010B Loan” means the loan made to the Borrower by the DNRC pursuant to the Program in the maximum amount of the 2010B Committed Amount to provide funds to pay a portion of the costs of the 2010 Project payable under the Program, to fund deposits to the Reserve Account, and to pay a portion of the costs of issuance of the Series 2010 Bonds.

“2010C Loan” means the loan made to the Borrower by the DNRC pursuant to the Program in the maximum amount of the 2010C Committed Amount to provide funds to pay a portion of the costs of the 2010 Project payable under the Program, to fund deposits to the Reserve Account, and to pay a portion of the costs of issuance of the Series 2010 Bonds.

“Undisbursed Committed Amount” means any undisbursed Committed Amount which is not required to pay costs of the 2010 Project upon completion thereof as provided in Section 3.4 of this Supplemental 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 2010 Project;

Appendix B-1: the form of the Series 2010A Bond;

Appendix B-2: the form of the Series 2010B Bond;

Appendix B-3: the form of the Series 2010C Bond;

Appendix C: additional agreements and representations of the Borrower; and

Appendix D: Compliance Certificate and Request.

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 2010 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 2010 Project.

(d) Outstanding Bonds. Pursuant to the Enabling Act and the Resolution, the Borrower has issued its Series 2005 Bond, Series 2008 Bond, and Series 2009 Bonds to finance a water reclamation facility project. The Series 2005 Bond, the Series 2008 Bond, the Series 2009B Bond, and the Series 2009C Bond are payable from Net Revenues of the System. The Series 2009A Bond is a Subordinate Obligation payable, if at all, from Surplus Net Revenues. No other bonds or indebtedness are outstanding that are payable from revenues of the System.

(e) Series 2010 Bonds. Based on a certificate executed or to be executed by the City Financial Services Manager, it is hereby determined that the Borrower is authorized to issue the Series 2010A Bond in the maximum principal amount of \$384,000, the Series 2010B Bond in the maximum principal amount of \$816,000, and the Series 2010C Bond in the maximum principal amount of \$2,900,000, with the Series 2010B Bond and the Series 2010C Bond payable from and secured by the Net Revenues. For purposes of the foregoing certificate, principal of and interest on the 2010A Loan are disregarded. The Borrower acknowledges and agrees that if it fails to deliver timely an acceptable Compliance Certificate and Request as provided in Section 5.1 of this Supplemental Resolution as determined in the sole and complete discretion of the DNRC, then principal and interest and surcharges will become due and owing on the Series 2010A Bond as provided in Section 5.1 of this Supplemental Resolution, and the Borrower shall thereupon, and in any event no later than three (3) months after delivery of a Noncompliance Statement, to the extent required by Section 6.7 of the Original Resolution, adjust its schedule of fees, rates, and charges applicable to the System to cause Net Revenues and Surplus Net Revenues to be produced in an amount at least equal to that required by the Resolution.

(f) Additional Parity Bonds. The Borrower reserved the right under Section 10.3 of the Original Resolution to issue additional Bonds payable from the Revenue Bond Account of the Fund on a parity as to both principal and interest with the outstanding Bonds, if the Net Revenues of the System for the last complete fiscal year preceding the date of issuance of such additional Bonds have equaled at least 125% of the maximum amount of principal and interest payable from the Revenue Bond Account in any subsequent fiscal year during the term of the outstanding Bonds, on all Bonds then outstanding and on the additional Bonds proposed to be issued. For the purpose of the foregoing computation, the Net Revenues for the fiscal year preceding the issuance of the additional Bonds shall be those shown by the financial reports caused to be prepared by the Borrower pursuant to Section 2.2(f) of the Original Resolution, except that if the rates and charges for services provided by the System or finally authorized to go into effect within 60 days after the issuance of the additional Bonds have been changed since the beginning of such preceding fiscal year, then the rates and charges in effect at the time of issuance of the additional Bonds shall be applied to the quantities of service actually rendered and made available during such preceding fiscal year to ascertain the gross revenues, from which there shall be deducted to determine the Net Revenues, the actual operation and maintenance cost plus any additional annual costs of operation and maintenance the Consultant estimates will be incurred because of the improvement or extension of the System to be constructed from the proceeds of the additional Bonds proposed to be issued. In no event shall any additional Bonds be issued and made payable from the Revenue Bond Account if the Borrower is then in default in any payment of principal of or interest on any outstanding Bonds payable therefrom, or if there then exists any deficiency in the balances required by the Original Resolution to be maintained in any of the accounts of the Fund, which will not be cured or restored upon the issuance of the additional Bonds. Based on a certificate executed or to be executed by the City

Financial Services Manager, it is hereby determined that the Borrower is authorized to issue \$3,716,000 in aggregate principal amount of additional Bonds 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, the Series 2008 Bond, the Series 2009B Bond, and the 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 2010 Bonds and to carry out and consummate all transactions contemplated by the Supplemental Resolution, the Series 2010 Bonds 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 2010 Bonds and the Collateral Documents and the incurrence of the Debt evidenced by the Series 2010 Bonds 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 2010 Bonds and the Collateral Documents, or the financial condition of the Borrower, or the transactions contemplated by the Resolution, the Series 2010 Bonds and the Collateral Documents or the validity and enforceability of the Resolution, the Series 2010 Bonds and the Collateral Documents. No referendum petition has been filed with respect to any resolution or other action of the Borrower relating to the 2010 Project, the Series 2010 Bonds or any Collateral Documents and the period for filing any such petition will have expired before issuance of the Series 2010 Bonds.

(c) Borrowing Legal and Authorized. The adoption of this Supplemental Resolution, the execution and delivery of the Series 2010 Bonds and the Collateral Documents and the consummation of the transactions provided for in this Supplemental Resolution, the Series 2010 Bonds and the Collateral Documents and compliance by the Borrower with the provisions of the Resolution, the Series 2010 Bonds 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 2010 Bonds 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 2010 Bonds 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 2010 Bonds and the Collateral Documents (including any necessary water rate increase) or for the 2010 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 2010 Bonds or entering into the Collateral Documents and the performance of the Borrower's obligations hereunder and thereunder. If a utility board or Council manages or controls the System, such board or Council has agreed with the DNRC to abide by the terms of the Resolution and the Collateral Documents, including approving any necessary sewer rate increases.

(f) Binding Obligation. The Resolution, the Series 2010 Bonds 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 2010 Project. The 2010 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.

(h) 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 2010 Bonds and the Collateral Documents and to pledge any revenues or other property pledged to the payment of the Series 2010 Bonds.

(i) 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 2010 Bonds 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 to the extent permitted under the policy or program of insurance of the Borrower. 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 2010 Bonds 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 2010 Bonds 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 2010 Bonds;

(2) The Borrower shall forthwith, after the execution and delivery of the Series 2010 Bonds 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 2010 Bonds and the Collateral Documents and the documents described in subparagraph (2).

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

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

(1) the preliminary budget for the System, with items for the 2010 Project shown separately; and

(2) when adopted, the final budget for the System, with items for the 2010 Project shown separately.

(g) 2010 Project Accounts. The Borrower shall maintain 2010 Project accounts in accordance with generally accepted government accounting standards, and as separate accounts, as required by Section 602(b)(9) of the Clean Water Act.

(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 Clean Water Act, as provided in Section 606(e) of the Clean Water Act.

(i) Compliance with Clean Water Act. The Borrower has complied and shall comply with all conditions and requirements of the Clean Water Act pertaining to the 2010 Loans and the 2010 Project.

(j) Program Covenant. The Borrower agrees that neither it nor any “related person” to the Borrower (within the meaning of Section 147(a)(2) of the Code) shall, whether pursuant to a formal or informal arrangement, acquire bonds issued by the State under the Indenture in an amount related to the amount of the Series 2010 Bonds.

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 2010 Bonds or any other funds of the Borrower in respect of the 2010 Project or the Series 2010 Bonds, 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 2010 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 2010 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 2010 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 2010

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 Clean 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 2010 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 Clean Water Act.

(e) At the Closing of the 2010 Loans, 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 2010 Loans it will not contract with or permit any Private Person to manage the 2010 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 Clean 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 2010 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 2010 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 2010 Project if (i) such change will violate the Clean 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 2010 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 2010 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 2010 Bonds; 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 2010 Bonds 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 2010 Bonds and the Collateral Documents, (b) such action does not violate the State Act or the Clean Water Act and does not adversely affect the exclusion of interest on the Series 2010 Bonds 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 2010 PROJECT

Section 3.1 Use of Proceeds. The Borrower shall apply the proceeds of the 2010 Loans from the DNRC solely as follows:

(a) The Borrower shall apply the proceeds of the 2010 Loans solely to the financing, refinancing or reimbursement of the costs of the 2010 Project as set forth in Appendix A hereto and this Section 3.1. The 2010 Loans will be disbursed in accordance with ARTICLE IV hereof and Article VII of the Indenture. If the 2010 Project has not been completed prior to Closing, the Borrower shall, as quickly as reasonably possible, complete the 2010 Project and expend proceeds of the 2010 Loans to pay the costs of completing the 2010 Project.

(b) No portion of the proceeds of the 2010 Loans 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 March 7, 1985. In addition, if any proceeds of the Loan are to be used to reimburse the Borrower for 2010 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 March 7, 1985 for a Project the construction or acquisition of which began after March 7, 1985. 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 2010 Project. Set forth in Appendix A to this Supplemental Resolution is a description of the 2010 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 2010 Project may consist of more than one facility or activity), and an estimated budget relating to the 2010 Project. The 2010 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 2010 Project, an increase or decrease in the amount of Loan proceeds which will be required to complete the 2010 Project and whether the change will materially accelerate or delay the construction schedule for the 2010 Project;

(b) A written consent to such change in the 2010 Project by an Authorized DNRC Officer;

(c) An Opinion or Opinions of Bond Counsel stating that the 2010 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 2010 Bonds 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 2010 Bonds 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.

The Borrower acknowledges and agrees that an increase in the principal amount of the 2010 Loans 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 2010 Loans to pay costs of the 2010 Project or as to the availability of additional funds under the Program to increase the principal amount of the Loan.

Section 3.3 2010 Project Representations and Covenants. The Borrower hereby represents to and covenants with the DNRC that:

(a) all construction of the 2010 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 2010 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 2010 Project will be done in accordance with plans and specifications on file with the DNRC and the DEQ, provided that changes may be made in such plans and specifications with the written consent of an Authorized DNRC Officer and the DEQ;

(d) all laborers and mechanics employed by contractors and subcontractors on the 2010 Project have been and will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code;

(e) the 2010 Project is a project of the type permitted to be financed under the Act, the State Act and the Program and Title VI of the Clean Water Act;

(f) the Borrower will undertake the 2010 Project promptly after the Closing Date and will cause the 2010 Project to be completed as promptly as practicable with all reasonable dispatch, except only as completion may be delayed by a cause or event not reasonably within the control of the Borrower; it is estimated by the Borrower that the 2010 Project will be substantially completed by the Estimated Completion Date.

Section 3.4 Completion or Cancellation or Reduction of Costs of the 2010 Project.

(a) Upon completion of the 2010 Project, the Borrower shall deliver to the DNRC a certificate stating that the 2010 Project is complete and stating the amount, if any, of the Undisbursed Committed Amount. If Appendix A describes two or more separate projects as making up the 2010 Project, a separate completion certificate shall be delivered for each.

(b) If all or any portion of the 2010 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 the amount of the Undisbursed Committed Amount.

ARTICLE IV

THE LOAN

Section 4.1 The Loan; Disbursement of Loan.

(a) 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 (i) \$384,000 (the “2010A Committed Amount”), (ii) \$816,000 (the “2010B Committed Amount”), and (iii) \$2,900,000 (the “2010C Committed Amount”) for the purposes of financing, refinancing or reimbursing the Borrower for a portion of the costs of the 2010 Project; provided the DNRC shall not be required to loan any proceeds of the State Bonds to the Borrower after the Estimated Completion Date. The Committed Amount may be reduced as provided in Section 3.2 and Section 3.4 of this Supplemental Resolution.

(b) The DNRC intends to disburse the 2010 Loans through the Trustee. In consideration of the issuance of the Series 2010 Bonds by the Borrower, the DNRC shall make, or cause the Trustee to make, a disbursement of all or a portion of the 2010 Loans upon receipt of the following documents:

(1) an Opinion of Bond Counsel as to the Series 2010A Bond and an opinion of Bond Counsel as to the validity and enforceability of the Series 2010B Bond and 2010C Bond and the security therefor and stating in effect that interest on the Series 2010B Bond and the Series 2010C 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 2010A Bond, the Series 2010B Bond, and the Series 2010C 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 2010 Loans;

(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 March 7, 1985 or the debt was incurred no earlier than March 7, 1985, (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 2010 Loans 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).

(c) In order to obtain a disbursement of a portion of the 2010 Loans to pay costs of the 2010 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.

(d) Provided that the 2010 EPA Capitalization Grant is available to the Program, from and after the 2010B First Advance, the 2010 Loans shall be disbursed, subject to the other terms and conditions of this Supplemental Resolution, in the following order:

(1) First, at the Closing, the 2010B First Advance will be advanced from the 2010B Loan.

(2) Second, after the 2010B First Advance has been disbursed to the Borrower, the entire amount of the 2010A Loan may then be disbursed to the Borrower as and when needed. For the avoidance of doubt, any amounts of the 2010 Loans to be disbursed at Closing in excess of the 2010B First Advance will be disbursed as proceeds of the 2010A Loan to the extent of the 2010A Committed Amount.

(3) Third, after the entire principal amount of the 2010A Loan has been disbursed to the Borrower, the Borrower shall draw the remaining amounts under the 2010B Loan and, after the 2010B Loan has been disbursed in full, the Borrower will then draw amounts under the 2010C Loan, which will be disbursed to the Borrower, starting with the 2010C First Advance, as and when needed.

(e) The Borrower shall submit the request for the 2010B First Advance and the 2010C First Advance in the form required by the DNRC so that it is received in sufficient time for the DNRC to process the information by the date desired by the Borrower for the making of the 2010B First Advance and the 2010C First Advance, respectively. The Borrower shall not be entitled to, and the DNRC shall have no obligation to make, the 2010B First Advance or the 2010C First Advance or any subsequent advance of amounts under the 2010B Loan or the 2010C Loan until such time as the Borrower shall have set aside and funded the Reserve Account in an amount then required to satisfy the Reserve Requirement.

(f) For refinancings, a disbursement schedule complying with the requirements of the Clean Water Act shall be established by the DNRC and the Borrower at Closing.

(g) If all or a portion of the 2010 Loans 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 Clean Water Act established by the DNRC and the Borrower at the Closing.

(h) Notwithstanding anything else provided herein, the Trustee shall not be obligated to disburse the 2010 Loans 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 reasonable best efforts to obtain an acceleration of such schedule if necessary.

(i) Upon making each 2010A Loan disbursement, 2010B Loan disbursement, and 2010C Loan Disbursement, the Trustee shall note such disbursement on Schedule A to the Series 2010A Bond, Series 2010B Bond, and the Series 2010C Bond, respectively. A Schedule A reflecting the amount of the 2010B First Advance will first be attached to the Series 2010B Bond at Closing.

(j) The Borrower agrees that it will deposit in the Reserve Account upon receipt thereof, on the date of the 2010B First Advance and any subsequent disbursement dates, any proceeds of the 2010B Loan and the 2010C 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 2010 Loans 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 2010 Bonds and interest thereon shall accrue only from the date of transfer.

(k) 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 2010B 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 2010 Bonds shall terminate upon payment in full of all amounts due under the Series 2010 Bonds 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 2010 Loans

Section 5.1 Repayment of 2010 Loans. The Borrower shall repay the amounts lent to it pursuant to Section 4.1 hereof in accordance with this Section 5.1.

5.1.1. Interest and Surcharges. Until a Determination Statement is delivered by the DNRC to the Borrower and so long as the Borrower's obligation to repay the principal of the 2010A Loan is forgiven as provided in Section 5.1.2 below, amounts disbursed by the DNRC under Section 4.1 hereof that are evidenced by the Series 2010A Bond bear interest at the rate of zero percent (0.00%) per annum from the date of each advance; provided, however, if the DNRC delivers to the Borrower a Noncompliance Statement, then all principal of the Series 2010A Bond advanced by the DNRC shall be payable and amounts disbursed by the DNRC under Section 4.1 hereof that are evidenced by the Series 2010A Bond shall bear interest at the rate of two percent (2.00%) per annum and in addition the Borrower shall pay the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge from the date of each advance under the Series 2010A Bond. The 2010B Loan and the 2010C Loan shall bear interest at the rate of two percent (2.00%) per annum and the Borrower shall pay the Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal amounts of the 2010B Loan and the 2010C Loan. For purposes of this Resolution and the Program, with respect to the 2010A Loan, the 2010B Loan, and the 2010C Loan, the term "interest on the 2010 Loans" or "interest on the 2010A Loan" or "interest on the Series 2010B Loan" or "interest on the Series 2010C Loan" when not used in conjunction with a reference to any surcharges, shall include the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge. The Borrower shall pay all Loan Repayments and surcharges in lawful money of the United States of America to the DNRC. Interest, 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.

5.1.2. Repayment of 2010A Loan; Principal Forgiveness.

(a) The Borrower is obligated to repay the principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the 2010A Loan, unless the DNRC forgives the Borrower's obligation to repay the principal of the 2010A Loan as provided in Section 5.1.2(b). Subject to the provisions of Section 5.1.2(b), the Loan Repayments and the Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the 2010A Loan shall be due on each Payment Date, as follows:

- (1) interest and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on the outstanding principal balance of the 2010A Loan shall be payable from and after the date of each advance of principal of the 2010A Loan on each Payment Date at the rate of 3.75% per annum, beginning on the first Payment Date following the date of delivery by the DNRC of a Noncompliance Statement and concluding on July 1, 2030; and

- (2) the principal of the 2010A Loan shall be repayable on each Payment Date, beginning on the Payment Date that is the first to occur following delivery by the DNRC of a Noncompliance Statement, and concluding on July 1, 2030, and the amount of each principal payment shall be calculated on the basis of a substantially level debt service at the rate of 3.75% per annum.

(b) Notwithstanding Section 5.1.2(a), so long as the Borrower is proceeding diligently to completion of the 2010 Project and the Borrower has executed and delivered the Compliance Certificate and Request to the DNRC in form and substance satisfactory to the DNRC and the DEQ within thirty (30) days after the date that the Compliance Certificate and Request is provided to the Borrower by the DNRC, the DNRC will, following review and approval of the Compliance Certificate and Request, deliver to the Borrower a Forgiveness Statement and the Borrower will thereafter have no obligation to repay amounts advanced under the Series 2010A Bond or interest or surcharges thereon and the Series 2010A Bond will be marked "CANCELLED" and returned by the DNRC to the Borrower. However, in the event the Borrower fails to deliver timely the Compliance Certificate and Request, or the Borrower cannot submit the Compliance Certificate and Request because it cannot make the certifications required therein, or the Compliance Certificate and Request is delivered in a form that deviates materially from that attached hereto as Appendix D as determined in the sole and complete discretion of the DNRC or the DEQ, or the DNRC or the DEQ determine at any time that the 2010 Project or any portion thereof or of the work relating thereto fails to comply with Program requirements, then the DNRC will deliver to the Borrower a Noncompliance Statement. Upon delivery of a Noncompliance Statement by the DNRC to the Borrower, all principal advanced or to be advanced under the Series 2010A Bond, together with interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge thereon from the date of each advance, shall be payable as provided in Section 5.1.2 (a).

(c) In addition, in the event the DNRC delivers a Noncompliance Statement (i) the Series 2010A Bond will continue in effect as a Subordinate Obligation, and (ii) the Borrower will forthwith comply with the rate covenant set forth in Section 6.7 of the Original Resolution, as implemented as described in Section 12.2 below, and, if necessary, increase the rates and charges of the System to satisfy such rate covenant as soon as practicable and in any event no later than three (3) months after the date of delivery to the Borrower by the DNRC of a Noncompliance Statement.

5.1.3. Repayment of 2010B Loan. The Loan Repayments on the 2010B Loan required by this Section 5.1 shall be due on each Payment Date, as follows:

- (1) interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal balance of the 2010B Loan shall be payable on each January 1 and July 1, beginning on January 1, 2011 and concluding on July 1, 2030; and
- (2) the principal of the 2010B Loan shall be repayable on January 1, 2011, and concluding on July 1, 2030, and the amount of each principal payment shall be calculated on the basis of a substantially level debt service at a

rate of 3.75% per annum; provided that principal of the 2010B Loan is payable only in amounts that are multiples of \$1,000.

5.1.4. Repayment of 2010C Loan. The Loan Repayments on the 2010C Loan required by this Section 5.1 shall be due on each Payment Date, as follows:

- (1) interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal balance of the 2010C Loan shall be payable on each January 1 and July 1, beginning on the first to occur of either of such dates following the date of the 2010C First Advance, which is the first Payment Date after the 2010C First Advance, but in any event no earlier than January 1, 2011, and concluding on July 1, 2030; and
- (2) the principal of the 2010C Loan shall be repayable on each Payment Date, beginning on the January 1 or July 1 that is the first to occur following the date of the 2010C First Advance, but in any event no earlier than January 1, 2011, and concluding July 1, 2030, and the amount of each principal payment shall be calculated on the basis of a substantially level debt service at a rate of 3.75% per annum; provided that principal of the 2010C Loan is payable only in amounts that are multiples of \$1,000.

5.1.5. Details Regarding 2010 Loan Repayments. Loan Repayments and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on the 2010B Loan and the 2010C Loan and, if applicable, on the 2010A Loan, shall be due on the dates specified above and on the dates and in the amounts shown in Schedule B to the Series 2010A Bond, the Series 2010B Bond, and the Series 2010C Bond, as such Schedule B shall be modified from time to time as provided in Section 5.1.2 and below. Schedule B will first be attached to the Series 2010B Bond and, as appropriate, the Series 2010A Bond, at Closing. 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 2010A Bond and the Series 2010B Bond on and after Closing and in Schedule B to the Series 2010C Bond on and after the date of the 2010C First Advance. Upon each disbursement of 2010 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 applicable Series 2010A Bond, the Series 2010B Bond, and the Series 2010C Bond under “Advances” and the total amount advanced under Section 4.1, including such disbursement, under “Total Amount Advanced.”

If the DNRC shall have delivered a Noncompliance Statement, then Schedule B to the Series 2010A Bond shall continue to reflect interest and surcharges on amounts advanced under the Series 2010A Bond at 3.75% per annum, as may be revised to reflect the full principal amount advanced under the Series 2010A Bond, the initial Payment Date, and the periodic total loan payment, and the Trustee shall send a copy of such schedules to the Borrower within one month after delivery by the DNRC of the Noncompliance Statement. If the DNRC delivers a Forgiveness Statement, Schedule B to the Series 2010A Bond will be disregarded and of no effect.

The payments of principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the 2010B Loan and 2010C Loan shall be due on the dates and in the amounts shown in Schedule B to the Series 2010B Bond and the Series 2010C 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 2010B Bond and the Series 2010C Bond. Upon each disbursement of 2010B Loan and 2010C 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 2010B Bond and the Series 2010C Bond under "Advances" and the total amount advanced under Section 4.1, including such disbursement, "Total Amount Advanced." 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 a Project has been delivered to the DNRC, the Trustee shall revise Schedule B to the Series 2010B Bond and the Series 2010C 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 Loan Repayments and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid.

Any payment of principal and interest as to the Series 2010B Bond and the Series 2010C Bond and, if applicable, the Series 2010A Bond, and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge as to the Series 2010C Bond and the Series 2010B Bond, and, if applicable, the Series 2010A Bond under this Section 5.1 shall be credited against the same payment obligation under each of the Series 2010C Bond, the Series 2010B Bond and, as applicable, the Series 2010A 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 2010 Loans, the Collateral Documents and the Series 2010 Bonds, including, but not limited to:

(a) the cost of reproducing this Supplemental Resolution, the Collateral Documents and the Series 2010 Bonds;

(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 2010 Bonds 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 2010 Bonds, whether or not the Series 2010 Bonds 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 2010 Bonds, 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 2010B Bond, the Series 2010C Bond, and, if applicable, the Series 2010A Bond, unless (i) a Determination Statement has been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest and, if applicable, Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2010 Bonds 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 2010 Bonds and to perform its other agreements contained in the Resolution, the Series 2010 Bonds 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 2010 Bonds, (b) shall perform all its other agreements in the Resolution, the Series 2010 Bonds and the Collateral Documents and (c) shall not terminate the Resolution, the Series 2010 Bonds or the Collateral Documents for any cause, including any acts or circumstances that may constitute failure of consideration, destruction of or damage to the 2010 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 2010 Loans and other payment obligations of the Borrower hereunder and under the Series 2010 Bonds shall be special, limited obligations of the Borrower payable solely out of the Net Revenues or, as appropriate, Surplus 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 2010 Bonds 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 2010 Bonds, and no funds or property of the Borrower other than the Net Revenues or, as appropriate, Surplus Net Revenues may be required to be used to pay principal of or interest on the Series 2010 Bonds.

ARTICLE VI

INDEMNIFICATION OF DNRC AND DEQ

The Borrower shall, to the extent permitted by law, 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 2010 Project. The Borrower shall also, to the extent permitted by law, 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 2010 Bonds.

Section 7.2 Assignment by DNRC. The DNRC will pledge its rights under and interest in the Resolution, the Series 2010 Bonds 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 2010 BONDS

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 2010B Bond and the Series 2010C Bond the Net Revenues (and in respect of the Series 2010A Bond, if necessary, the Surplus 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 2005 Bond, the Series 2008 Bond, the Series 2009B Bond, the Series 2009C Bond, Series 2010B Bond, and Series 2010C Bond are expected to be more than sufficient to pay the principal and interest when due on such Bonds, and to create and maintain reasonable reserves therefor and to provide an adequate allowance for replacement and depreciation, as prescribed herein. For purposes of the foregoing statement, principal of and interest on the 2010A Loan and the 2010A Loan are disregarded. The Borrower acknowledges and agrees that if the DNRC delivers a Noncompliance Statement to the Borrower as provided in Section 5.1.2 as determined in the sole and complete discretion of the DNRC, then principal and interest and surcharges will become due and owing on the 2010A Loan evidenced by the Series 2010A Bond as provided in Section 5.1 and the Borrower shall thereupon, and no later than three months after delivery of such a statement, to the extent required by Section 6.7 of the Original Resolution, as implemented as described in Section 12.2 below, adjust its schedule of fees, rates, and charges applicable to the System to cause Net Revenues and Surplus Net Revenues to be produced in an amount at least equal to that required by the Resolution.

Section 8.2 Issuance and Sale of the Series 2010 Bonds. 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 2010 Bonds to evidence the 2010 Loans. The Series 2010 Bonds 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 2010A Bond, the Series 2010B Bond, and the Series 2010C Bond shall be in the maximum principal amount equal to the original 2010A Committed Amount, 2010B Committed Amount, and 2010C Committed Amount, respectively, shall each 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 2010A Loan, 2010B Loan, and 2010C Loan, respectively. The principal of and interest on the Series 2010B Bond and the Series 2010C Bond, and, if applicable, the principal of and interest on the Series 2010A Bond and any Administrative Expense Surcharge and Loan Loss Reserve Surcharge 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 2010A Bond or Series 2010B Bond or Series 2010C Bond shall be deemed made when advances of the 2010A Loan or 2010B Loan or 2010C Loan, respectively, are made under Section 4.1, and such advances shall be payable in accordance with Schedule B to the Series 2010B Bond, the Series 2010C Bond, and, if applicable, the Series 2010A Bond, as the case may be, as it may be revised by the DNRC from time to time in accordance with Section 5.1. The Series 2010A Bond is a Subordinate Obligation payable only from the Surplus Net Revenues available in the Fund. The Series 2010B Bond and the Series 2010C Bond are Bonds.

The Borrower may prepay the Series 2010 Bonds, in whole or in part, only upon the terms and conditions under which it can prepay the 2010 Loans under Section 5.3.

Section 8.4 Negotiability, Transfer and Registration. The Series 2010 Bonds 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 2010 Bonds 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 2010 Bonds shall be negotiable, subject to the provisions for registration and transfer contained in this Section. No transfer of the Series 2010 Bonds 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 2010 Bonds, and (2) the Financial Services Manager of the City (or successors, the “Registrar”), as Bond Registrar, has duly noted the transfer on the Series 2010 Bonds 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 2010 Bonds is registered as the absolute owner of the Series 2010 Bonds 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 2010 Bonds shall be executed on behalf of the Borrower by the manual signatures of the 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 2010 Bonds. The Series 2010 Bonds shall be sealed with the corporate seal of the Borrower. In the event that any of the officers who shall have signed the Series 2010 Bonds shall cease to be officers of the Borrower before the Series 2010 Bonds are issued or delivered, their signatures shall remain binding upon the Borrower. Conversely, the Series 2010 Bonds may be signed by an authorized official who did not hold such office on the date of adoption of this Supplemental Resolution. The Series 2010 Bonds shall be delivered to the DNRC, or its attorney or legal representative.

Section 8.6 Form. The Series 2010A Bond shall be prepared in substantially the form attached as Appendix B-1, the Series 2010B Bond shall be prepared in substantially the form attached as Appendix B-2, and the Series 2010C Bond shall be prepared in substantially the form attached as Appendix B-3.

ARTICLE IX

SECURITY FOR THE SERIES 2010 BONDS

The Series 2010B Bond and the Series 2010C Bond are issued as Bonds under the Original Resolution, as implemented as described in this Supplemental Resolution, and shall, with the Series 2005 Bond, the Series 2008 Bond, the Series 2009B Bond, the Series 2009C Bond, and any other additional parity Bonds issued under the provisions of Section 10.3 of the Original Resolution, be equally and ratably secured by the provisions of the Resolution and payable out of the Net Revenues appropriated to the Revenue Bond Account of the Sewer 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 and in the

following sentence. Upon advancement of principal of the Series 2010B Bond and the Series 2010C Bond, the Financial Services Manager of the Borrower shall transfer from proceeds of the Series 2010B Bond and the Series 2010C 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 each advance of the Series 2010B Bond and the Series 2010C 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 2010B Bond and the Series 2010C Bond so advanced. The Series 2010A Bond is a Subordinate Obligation issued under Section 10.4 of the Original Resolution and payable from the Surplus Net Revenues that are available after required credits to the Operating Account, the Revenue Bond Account, and the Reserve Account. No payment of principal or interest shall be made on any Subordinate Bond, including the Series 2010A Bond, if the City is then in default in the payment of principal of or interest on any Bond or if there is a deficiency in the Operating Account or the Revenue Bond Account or the balance in the Reserve Account is less than the Reserve Requirement. In the event the principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge become payable under the Series 2010A Bond, the Borrower shall cause rates and charges to be increased to produce Net Revenues at least equal to the amount required under Section 6.7 of the Original Resolution, as implemented by Section 12.2 below, within three (3) months following delivery of a Noncompliance Statement. 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 2010 Bonds.

ARTICLE X

TAX MATTERS

Section 10.1 Use of 2010 Project. The 2010 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 2010 Project or the System or security for the payment of the Series 2010B Bond and the Series 2010C Bond which might cause the Series 2010B Bond or the Series 2010C Bond, or any one of them, 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 2010B Bond and the Series 2010C 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 2010B Bond and the Series 2010C 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 2010B Bond and the Series 2010C Bond will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

Section 10.3 Arbitrage Certification. The Mayor, Financial Services Manager, and the City Clerk, being the officers of the Borrower charged with the responsibility for issuing the Series 2010B Bond and the Series 2010C Bond pursuant to this Supplemental 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 2010B Bond and the Series 2010C Bond, it is reasonably expected that the proceeds of the Series 2010B Bond and the Series 2010C Bond will be used in a manner that would not cause the Series 2010B Bond and the Series 2010C 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 2010B Bond and the Series 2010C Bond are 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 2010B Bond and the Series 2010C Bond from gross income for federal income tax purposes, unless the Series 2010B Bond and the Series 2010C Bond qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no “gross proceeds” of the Series 2010B Bond and the Series 2010C 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, Financial Services Manager, and the City Clerk are hereby authorized and directed to execute a Rebate Certificate, substantially in the form to be prepared by Bond Counsel, and the Borrower hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

Section 10.5 Information Reporting. The Borrower shall file with the Secretary of the Treasury, not later than August 15, 2010, a statement concerning the Series 2010B Bond and the Series 2010C 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 2010B Bond and the Series 2010C Bond as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. 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 2010 in an amount greater than \$30,000,000.

ARTICLE XI

CONTINUING DISCLOSURE

The Borrower understands and acknowledges that the DNRC is acquiring the Series 2010 Bonds under the Program pursuant to which the State issues from time to time State Bonds to provide funds therefor. The Borrower covenants and agrees that, upon written request of the DNRC from time to time, the Borrower will promptly provide to the DNRC all information that the DNRC reasonably determines to be necessary or appropriate to offer and sell State Bonds or to provide continuing disclosure in respect of State Bonds, whether under Rule 15c2-12 (17

C.F.R. § 240.15c2-12) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, or otherwise. Such information shall include, among other things and if so requested, financial statements of the Borrower prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Montana law, as in effect from time to time (such financial statements to relate to a fiscal year or any period therein for which they are customarily prepared by the Borrower, and, if for a fiscal year and so requested by the DNRC, subject to an audit report and opinion of an accountant or government auditor, as permitted or required by the laws of the State). The Borrower will also provide, with any information so furnished to the DNRC, a certificate of the Mayor and 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

IMPLEMENTATION OF SECTION 6.7 OF ORIGINAL RESOLUTION

For purposes of construing Section 6.7 of the Original Resolution, principal of and interest on the Series 2010A Bond shall initially be disregarded. However, in the event the Borrower's obligation to repay the principal of the Series 2010A Bond is not forgiven as described in Section 5.1.2 of this Supplemental Resolution, the Borrower shall forthwith, and in any event not later than three (3) months after delivery of a Noncompliance Statement, cause the rates, charges and rentals to be charged to all recipients of sewer services to be maintained and to be revised whenever and as often as may be necessary, according to schedules such that gross revenues for each fiscal year will be at least sufficient to pay the current expenses of operation and maintenance as defined in the Original Resolution, to maintain the Operating Reserve herein established, to maintain the amounts in the Reserve Account at the Reserve Requirement, to produce Net Revenues during each fiscal year, not less than 125% of the maximum annual principal and interest payable on any outstanding Bonds in the current or any future fiscal year, and to produce sufficient Surplus Net Revenues to pay Subordinate Obligations (including, without limitation, the Series 2010A Bond and the Series 2010A Bond with interest at 3.75% per annum) as and when due.

ARTICLE XIII

MISCELLANEOUS

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

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

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

Borrower: City of Billings
P.O. Box 1178
Billings, Montana 59103
Attention: City Clerk

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

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

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

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

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

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

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

Section 13.8 Payments Due on Holidays. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Supplemental Resolution or the Series 2010 Bonds, 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 2010 Bonds.

Section 13.9 Right of Others To Perform Borrower's Covenants. In the event the Borrower shall fail to make any payment or perform any act required to be performed hereunder, then and in each such case the DNRC or the provider of any Collateral Document may (but shall not be obligated to) remedy such default for the account of the Borrower and make advances for that purpose. No such performance or advance shall operate to release the Borrower from any such default and any sums so advanced by the DNRC or the provider of any Collateral Document shall be paid immediately to the party making such advance and shall bear interest at the rate of ten percent (10.00%) per annum from the date of the advance until repaid. The DNRC and the provider of any Collateral Document shall have the right to enter the 2010 Project or the facility or facilities of which the 2010 Project is a part or any other facility which is a part of the System in order to effectuate the purposes of this Section.

Section 13.10 Authentication of Transcript. The officers of the Borrower are hereby authorized and directed to furnish to the DNRC and to Bond Counsel certified copies of all proceedings relating to the issuance of the Series 2010 Bonds and such other certificates and affidavits as may be required to show the right, power and authority of the Borrower to issue the Series 2010 Bonds, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the Borrower as to the truth of the statements of fact purported to be shown thereby.

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

PASSED AND ADOPTED by the City Council of the City on this 24th day of May, 2010.

Mayor

Attest: _____
City Clerk

(SEAL)

APPENDIX A

Description of the 2010 Project

The 2010 Project consists of construction of an ultraviolet disinfection system and related improvements.

Estimated 2010 Project Budget

2010 <u>Project Costs</u>	Series <u>2010A Bond</u>	Series <u>2010B Bond</u>	Series <u>2010C Bond</u>	<u>City Funds</u>	<u>Total</u>
Preliminary Engineering	\$166,900				\$166,900
Engineering/Arch. Design	216,163	\$172,217			388,380
Construction Engineering Services		100,000	\$212,200		312,200
Construction		483,812	2,179,538		2,663,350
Contingency			292,858		292,858
Audit Fees				\$5,000	5,000
Loan Reserves		57,981	208,331		266,312
Bond Counsel	937	1,990	7,073		10,000
TOTALS	\$384,000	\$816,000	\$2,900,000	\$5,000	\$4,105,000

APPENDIX B-1

[Form of the Series 2010A Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

SUBORDINATE LIEN SEWER SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
TAXABLE SERIES 2010A

R-1

\$384,000

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the “Borrower”), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”), or its registered assigns, solely out of available Surplus Net Revenues in the Replacement and Depreciation Account or the Surplus Account of its Sewer System Fund (the “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, together with an Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond from the date of each advance of principal at the rate of seventy-five hundredths of one percent (0.75%) and one percent (1.00%) per annum, respectively, all subject to the effect of the immediately following paragraph. 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 with the Loan Repayment Date that is the first to occur following delivery by the DNRC to the Borrower of a statement that the Borrower’s obligation to repay the principal amount of the 2010A Loan is not forgiven and ending on the July 1, 2030, all as described in the Resolution (as hereinafter defined), subject to earlier redemption. Principal shall also 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 attached hereto under “Total Loan Payment.” The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B attached hereto. Upon each disbursement of 2010A 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 any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the

supplemental resolution authorizing the Bond, and the final Schedule B will reflect repayments under Section 5.1.5 of such 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 and 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.

NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS BOND, IN THE EVENT THAT THE BORROWER TIMELY DELIVERS A COMPLIANCE CERTIFICATE AND REQUEST (AS DEFINED IN THE RESOLUTION) IN FORM AND SUBSTANCE SATISFACTORY TO THE DNRC AND THE DNRC IN RESPONSE THERETO SUPPLIES TO THE BORROWER A FORGIVENESS STATEMENT, THEN THEREUPON INTEREST SHALL BE DEEMED TO ACCRUE ON THE PRINCIPAL OF THIS SERIES 2010A BOND FROM THE DATE OF EACH ADVANCE AT THE RATE OF ZERO PERCENT (0.00%) PER ANNUM AND THE BORROWER'S OBLIGATION TO REPAY PRINCIPAL ADVANCED HEREUNDER SHALL BE FORGIVEN, AND THE BORROWER SHALL HAVE NO OBLIGATION TO REPAY THE DNRC OR ITS REGISTERED ASSIGNS ANY AMOUNTS ADVANCED HEREUNDER OR INTEREST OR ANY SURCHARGE THEREON. THIS BOND SHALL THEREUPON BE MARKED "CANCELLED" AND RETURNED BY THE HOLDER TO THE BORROWER, AND THIS BOND SHALL NO LONGER CONSTITUTE AN OBLIGATION OF THE BORROWER OR OF THE SYSTEM (AS HEREINAFTER DEFINED). IN ADDITION, UNTIL THE DELIVERY OF A DETERMINATION STATEMENT BY THE DNRC TO THE BORROWER, THE OBLIGATION OF THE BORROWER TO REPAY THE OUTSTANDING PRINCIPAL AMOUNT HEREOF SHALL BE DEFERRED UNTIL THE LOAN REPAYMENT DATE FIRST OCCURRING AFTER DELIVERY OF A NONCOMPLIANCE STATEMENT AND INTEREST SHALL BE DEEMED TO ACCRUE ON THE PRINCIPAL OF THIS SERIES 2010A BOND FROM THE DATE OF EACH ADVANCE UNTIL DELIVERY OF SUCH A NONCOMPLIANCE STATEMENT AT THE RATE OF ZERO PERCENT (0.00%) PER ANNUM.

This Bond is one of an issue of Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$384,000 (the "Series 2010A Bond"). The Series 2010A Bond is issued to finance a portion of the costs of the construction of certain improvements to the municipal sewer system of the Borrower (the "System") and to pay a portion of costs of issuance of the Series 2010 Bonds. The Series 2010A 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 No. 05-18326 of the City adopted on August 22, 2005, as amended and supplemented by Resolution Nos. 08-18738, 09-18851, and _____, adopted on July 28, 2008, July 27, 2009, and May 24, 2010, respectively (as so supplemented, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given to them in the Resolution.

The Series 2010A Bond is issuable only as a single, fully registered bond. The Series 2010A Bond is issued as a Subordinate Obligation payable out of available Surplus Net Revenues in the Replacement and Depreciation Account or the Surplus Account in the Fund of the Borrower. Simultaneously herewith, the Borrower is issuing its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010B (the "Series 2010B Bond") and its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C (the "Series 2010C Bond") which are payable from the Revenue Bond Account in the Fund of the Borrower on a parity with the Borrower's \$4,515,000 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2005, its \$7,400,000 Sewer System Revenue Bond (DNRC Revolving Loan Program), Series 2008, its \$359,300 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B, and its \$5,387,000 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C (all such Bonds, collectively, the "Outstanding Bonds"). Following the 2010B First Advance, principal amounts of this Series 2010A Bond are advanced until all of the principal of this Series 2010A Bond is advanced prior to advances under the Series 2010B Bond or the Series 2010C Bond.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2010A Bond has been issued, 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 2010A Bond.

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

This Series 2010A Bond, including interest and any premium for the redemption thereof, are payable solely from the Surplus Net Revenues available for the payment hereof 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 2010A Bond is registered as the absolute owner hereof, whether this Series 2010A 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 2010A 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 Sewer System Fund into which the gross

revenues of the System will be paid, and a separate and special Replacement and Depreciation Account and Surplus Account in that Fund, into which will be paid, subject to the prior lien thereon of the Operating Account, the Revenue Bond Account and the Reserve Account, Surplus Net Revenues; 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, to produce in each fiscal year Net Revenues in excess of such current expenses, equal to at least 125% of the maximum amount of principal and interest payable from the Revenue Bond Account in any subsequent fiscal year and to produce in each fiscal year adequate Surplus Net Revenues to pay the principal of and interest on the Series 2010A Bond and the Series 2010A Bond as and when due; that additional bonds issued on a parity with the Outstanding Bonds (such bonds, the "Bonds") and refunding Bonds may be issued and made payable from the Revenue Bond Account on a parity with the Outstanding Bonds 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 Outstanding Bonds and any additional parity Bonds on such Net Revenues (such as is the case with this Series 2010A Bond); that all provisions for the security of the holder of this Series 2010A 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 2010A 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 2010A Bond and the interest hereon are payable solely out of available Surplus Net Revenues in the Replacement and Depreciation Account or the Surplus Account of the Fund 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 2010A 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 the Mayor, the Financial Services Manager, and the 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 _____, 2010.

Mayor

(Seal)

Financial Services Manager

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>
_____, 2010	<u>Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620</u>	_____

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

The Financial Services Manager of the City, acting as Bond Registrar, has transferred, on the books of the City, on the date last noted below, ownership of the principal amount of and the accrued interest on this 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

[illegible]

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 B-2

[Form of the Series 2010B Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

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

R-1

\$816,000

FOR VALUE RECEIVED, the City of Billings, Montana (the “Borrower”), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”), or its registered assigns, solely from the Revenue Bond Account of its Sewer System Fund, the principal 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 2.00% per annum on the unpaid balance until paid. In addition, the Borrower shall pay, solely from said source, an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of seventy-five hundredths of one percent (0.75%) per annum and one percent (1.00%) per annum, respectively. Interest and Administrative Expense Surcharge and a 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, 2011. 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 attached 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 2010B 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 any revised Schedule B, or cause Schedule B and any revised Schedule 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 3.75% per annum. 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. 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 Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$816,000 (the "Series 2010B Bond"). The Series 2010B Bond is issued to finance a portion of the costs of the construction of certain improvements to the sewer system of the Borrower (the "System"), to fund deposits to the Reserve Account, and to pay a portion of costs of issuance of the Series 2010B Bond. The Series 2010B Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Part 44, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18326 of the City adopted on August 22, 2005, as amended and supplemented by Resolution Nos. 08-18738, 09-18851, and _____, adopted on July 28, 2008, July 27, 2009, and May 24, 2010, respectively (as so supplemented, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The Series 2010B Bond is issuable only as a single, fully registered bond. The Series 2010B Bond is issued on a parity with the Borrower's \$4,515,000 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2005, its \$7,400,000 Sewer System Revenue Bond (DNRC Revolving Loan Program), Series 2008, its \$359,300 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B, its \$5,387,000 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C, and its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C, which is being issued simultaneously herewith (collectively with the Series 2010B Bond, the "Outstanding Bonds"). The Borrower is also issuing simultaneously herewith its Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2010A.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2010B Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Outstanding Bonds (collectively with the Series 2010B Bond, 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 2010B Bond.

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

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

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

This Series 2010B Bond has been designated by the Borrower as a “qualified tax-exempt obligation” pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

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 Sewer 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 Outstanding Bonds 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 Outstanding Bonds and additional parity Bonds on such Net Revenues; that all provisions for the security of the holder of this Series 2010B Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2010B Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this Series 2010B Bond and the

interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2010B Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of the Mayor, the Financial Services Manager, and the 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 _____, 2010.

(Seal)

Mayor

Financial Services Manager

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>
_____, 2010	<u>Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620</u>	_____

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

The Financial Services Manager of the City, acting as Bond Registrar, has transferred, on the books of the City, on the date last noted below, ownership of the principal amount of and the accrued interest on this 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>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

<u>Date</u>	<u>Advances</u>	<u>Total Amount Advanced</u>	<u>Notation Made By</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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 B-3

[Form of the Series 2010C 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 2010C

R-1

\$2,900,000

FOR VALUE RECEIVED, the City of Billings, Montana (the “Borrower”), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”), or its registered assigns, solely from the Revenue Bond Account of its Sewer System Fund, the principal 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. As described more particularly in the Resolution (defined below), the 2010C First Advance will be made following the advance of the full principal amounts of the Series 2010A Bond and the Series 2010B Bond (as such terms are defined below or in the Resolution), and upon the making of the 2010C First Advance, the DNRC shall enter the applicable amount on Schedule A hereto and attach the applicable Schedule B hereto. 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 on the date first set forth in the column headed “Date” or “Payment Date” on Schedule B attached hereto and concluding on July 1, 2030. 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 attached hereto under “Total Loan Payment.” The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B hereto. Upon each disbursement of 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 any revised Schedule B, or cause Schedule B and any

revised Schedule 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 3.75% per annum. 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. 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 Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$2,900,000 (the "Series 2010C Bond"). The Series 2010C Bond is issued to finance a portion of the costs of the construction of certain improvements to the sewer system of the Borrower (the "System"), to fund deposits to the Reserve Account, and to pay a portion of costs of issuance of the Series 2010C Bond. The Series 2010C Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Part 44, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18326 of the City adopted on August 22, 2005, as amended and supplemented by Resolution Nos. 08-18738, 09-18851, and _____, adopted on July 28, 2008, July 27, 2009, and May 24, 2010, respectively (as so supplemented, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The Series 2010B Bond is issuable only as a single, fully registered bond. The Series 2010B Bond is issued on a parity with the Borrower's \$4,515,000 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2005, its \$7,400,000 Sewer System Revenue Bond (DNRC Revolving Loan Program), Series 2008, its \$359,300 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B, its \$5,387,000 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C, and its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010B, which is being issued simultaneously herewith (collectively, the "Outstanding Bonds"). The Borrower is also issuing simultaneously herewith its Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2010A. Principal amounts of this Series 2010C Bond are advanced only after the full principal amount of the Series 2010A Bond and the Series 2010B Bond have been advanced.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2010C Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Outstanding Bonds (collectively with the Series 2010C Bond, 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 2010C Bond.

The Borrower may prepay the principal of the Series 2010C Bond only if (i) a Determination Statement has been delivered, (ii) it obtains the prior written consent of the

DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2010C Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

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

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

This Series 2010C Bond has been designated by the Borrower as a “qualified tax-exempt obligation” pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

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 Sewer 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 Outstanding Bonds 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 Outstanding Bonds and additional parity Bonds on such Net Revenues; that all provisions for the security of the holder of this Series 2010C Bond set forth in

the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2010C Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this Series 2010C Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2010C Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of the Mayor, the Financial Services Manager, and the 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 _____, 2010.

Mayor

(Seal)

Financial Services Manager

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>
_____, 2010	<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, acting as Bond Registrar, has transferred, on the books of the City, on the date last noted below, ownership of the principal amount of and the accrued interest on this 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>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

<u>Date</u>	<u>Advances</u>	<u>Total Amount Advanced</u>	<u>Notation Made By</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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>
-------------	------------------	-----------------	---	--	-------------------------------

APPENDIX C

ADDITIONAL REPRESENTATIONS AND COVENANTS

None

APPENDIX D

\$4,100,000
Sewer System Revenue Bonds
(DNRC Water Pollution Control State Revolving Loan Program)
consisting of \$384,000 Subordinate Lien Taxable Series 2010A Bond
\$816,000 Series 2010B Bond and \$2,900,000 Series 2010C Bond
City of Billings, Montana

COMPLIANCE CERTIFICATE AND REQUEST

We, _____, _____, and _____, hereby certify that we are on the date hereof the duly qualified and acting Mayor, the Financial Services Manager, and the City Clerk, respectively, of the City of Billings, Montana (the "Borrower"), and that:

1. Pursuant to Resolution No. 05-18326 of the City adopted on August 22, 2005, as amended and supplemented by Resolution Nos. 08-18738 and 09-18851, adopted on July 28, 2008 and July 27, 2009 (the "Original Resolution"), as further amended and supplemented by Resolution No. _____, adopted on May 24, 2010, entitled "Resolution Relating to \$4,100,000 Sewer System Revenue Bonds (DNRC Water Pollution Control State Revolving Loan Program), Consisting of \$384,000 Subordinate Lien Taxable Series 2010A Bond, \$816,000 Series 2010B Bond and \$2,900,000 Series 2010C Bond; Authorizing the Issuance and Fixing the Terms and Conditions Thereof" (the "Supplemental Resolution"), the Borrower issued its Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2010A, dated, as originally issued, as of _____, 2010, in the maximum aggregate principal amount of \$384,000 (the "Series 2010A Bond"), its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010B, dated, as originally issued, as of _____, 2010, in the maximum aggregate principal amount of \$816,000 (the "Series 2010B Bond"), and its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C, dated, as originally issued, as of _____, 2010, in the maximum aggregate principal amount of \$2,900,000 (the "Series 2010C Bond"). The Borrower has reviewed the Supplemental Resolution, including, without limitation, Articles II and III thereof, and the definitions relating thereto. The Borrower acknowledges and agrees that the Series 2010A Bond evidences a loan made to the Borrower from the DNRC from funds made available to the DNRC from the 2010 EPA Capitalization Grant, and that this Certificate is being relied upon by the DNRC for ensuring compliance with requirements applicable to the Borrower, the DNRC, and the 2010 Project (as hereinafter defined). Capitalized terms used herein without definition shall have the meanings given them in the Original Resolution, as amended and supplemented by the Supplemental Resolution (as so amended and supplemented, the "Resolution").

2. The Series 2010A Bond is issued to finance a portion of the costs of construction and installation of various improvements to the System, generally described as the 2010 Project (the "2010 Project") in the Resolution. Construction of the 2010 Project has complied with all

federal and state standards, including, without limitation, EPA regulations and standards. The 2010 Project is expected to be completed and placed in service on or about _____, 20__.

3. Costs of the 2010 Project in the amount of \$_____ have been paid as of the date of delivery of this Certificate. The Borrower hereby waives its right to any remaining 2010A Committed Amount not advanced or to be advanced upon delivery hereof. The Borrower specifically confirms and agrees that any remaining amounts of the 2010 Loans to be lent to the Borrower, if any, shall be evidenced by the Series 2010B Bond and the Series 2010C Bond.

4. As of the date hereof, the Borrower has spent the following amounts in connection with the 2010 Project and costs related thereto:

Preliminary Engineering	
Engineering/Arch. Design	
Construction Engineering Services	
Construction	
Contingency	
Audit Fees	
Loan Reserves	
Bond Counsel	
TOTALS	_____

Of such amounts, \$_____ were paid from advances of proceeds of the Series 2010A Bond.

5. The Trustee has delivered to the Borrower a copy of Schedule B to be attached to the Series 2010A Bond, which reflects the amortization of all advances made or to be made on the date hereof of proceeds of the Series 2010A Bond (i.e., \$_____). The Borrower hereby acknowledges and agrees that Schedule B has been calculated in accordance with the provisions of the Resolution and the Indenture, and that the Series 2010A Bond, with said Schedule B attached thereto, has been duly issued pursuant to the Resolution and is a valid and binding obligation of the Borrower in accordance with its terms and the terms of the Resolution; provided, however, if the DNRC delivers a Forgiveness Statement, the Borrower's obligation to repay the principal of the Series 2010A Bond and interest and surcharges thereon is thereupon forgiven, and if the DNRC delivers a Noncompliance Certificate, amounts advanced under the 2010A Loan evidenced by the Series 2010A Bond shall bear interest from and after the first advance of principal of the Series 2010A Bond at the rate of two percent (2.00%) per annum and the Borrower shall pay currently with interest the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge, all as described in Sections 5.1.2 of the Supplemental Resolution authorizing the Series 2010A Bond.

6. The representations of the Borrower contained in Articles II and III of the Supplemental Resolution are true and complete as of the date hereof as if made on this date, except to the extent that the Borrower has specifically advised the DEQ and the DNRC otherwise in writing.

7. No default in any covenant or agreement on the part of the Borrower contained in the Resolution has occurred and is continuing.

8. The Borrower is delivering this Certificate to the DNRC, in part, to ensure compliance with EPA regulations and standards. The Borrower certifies that all laborers and mechanics employed by contractors and subcontractors on the 2010 Project have been and will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

9. The Borrower acknowledges and agrees that this Certificate completed by the Borrower in form satisfactory to the DNRC must be executed and delivered to the DNRC by the date that is 30 days after receipt of the form of this Certificate from the DNRC. By submitting this Certificate, the Borrower requests that the DNRC forgive the obligation of the Borrower to repay the principal of the Series 2010A Bond, together with interest and surcharges thereon. The Borrower acknowledges and agrees that (i) the forgiveness of principal of and interest and surcharges on the Series 2010A Bond by the DNRC is contingent on the timely delivery of this Certificate by the Borrower in satisfactory form as determined in the DNRC's sole and complete discretion, (ii) the DNRC has no obligation to grant such forgiveness; and (iii) if the DNRC delivers to the Borrower a Noncompliance Certificate, (a) the obligation of the Borrower to repay the principal of the Series 2010A Bond plus interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge thereon shall continue in full force and effect until the principal of the Series 2010A Bond advanced and interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge thereon are paid in full, as set forth in Schedule B delivered pursuant to paragraph 5 above, and as provided in the Series 2010A Bond and the Resolution, and (b) the Borrower shall, as necessary, within the 3-month period specified in the Supplemental Resolution, adjust its rates and charges to produce Net Revenues and Surplus Net Revenues required by the rate covenant in the Resolution.

WITNESS our hands on behalf of the Borrower and the seal of the Borrower as of this _____ day of _____, 2010.

CITY OF BILLINGS, MONTANA

(SEAL)

By _____
Mayor

By _____
Financial Services Manager

By _____
City Clerk

Date: 05/24/2010

TITLE: Fixing the form and detail of the DNRC for 2010 Water Rehab projects

PRESENTED BY: Patrick M. Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

On January 11, 2010, the council authorized a loan application for the issuance of Department of Natural Resources and Conservation revenue bonds to pay for the 2010 annual water rehab projects. This resolution authorized 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 and bonds; or
- Not approve the resolution fixing the form and detail of the DNRC loan and bonds.

FINANCIAL IMPACT

The \$3,300,000 water revenue bond will be payable over the term of 20 years at an interest rate of 3.75%. The estimated annual debt payment will be \$236,000.

RECOMMENDATION

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

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [2010 water rehab](#)

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. _____ entitled: "RESOLUTION RELATING TO \$3,300,000 WATER SYSTEM REVENUE BOND (DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM), SERIES 2010; 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 May 24, 2010, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

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

City Clerk

SUPPLEMENTAL RESOLUTION

Relating to

\$3,300,000

WATER SYSTEM REVENUE BOND

(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM)

SERIES 2010

CITY OF BILLINGS, MONTANA

Adopted: May 24, 2010

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RESOLUTION NO. _____

RESOLUTION RELATING TO \$3,300,000 WATER SYSTEM
REVENUE BOND (DNRC DRINKING WATER STATE
REVOLVING LOAN PROGRAM), SERIES 2010 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 2010 Loan (as hereinafter defined) from the Revolving Fund to enable the Borrower to finance, refinance or reimburse itself for the costs of the 2010 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 2010 Bond (as hereinafter defined) to evidence the 2010 Loan for the purposes set forth herein; and

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

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

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION AND APPENDICES

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

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

“Acquisition and Construction Account” means the Series 2010 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 2010 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 2010 Loan, payable by the Borrower on the same dates that payments of interest on the 2010 Loan are due.

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

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

“Bonds” means the Series 2005 Bond, the Series 2009B Bond, the Series 2009C Bond, the Series 2009D Bond, the Series 2010 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 2010 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 2010 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 2010 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 2010 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 2010 Loan, payable on the same dates that payments of interest on the 2010 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 Nos. 09-18852 and 09-18869, adopted by the City Council of the City on July 27, 2009 and September 14, 2009, respectively.

“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 2010 Project.

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

“Regulations” means the Treasury Department, Income Tax Regulations, as amended or any successor regulation thereto, promulgated under the Code or otherwise applicable to the Series 2010 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 Nos. 09-18852, 09-18869, 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 Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009D, issued by the Borrower, in the original principal amount of \$7,412,000 pursuant to the Resolution as then in effect.

“Series 2010 Bond” means the \$3,300,000 Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2010, issued to the DNRC to evidence the 2010 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, Chapter 6, Part 2, as amended from time to time.

“Supplemental Resolution” means this Resolution No. _____ of the Borrower adopted on May 24, 2010.

“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.

“2010 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 2010 Project and to pay costs of issuance of the Series 2010 Bond.

“2010 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 2010 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 2010 Project;

Appendix B: the form of the Series 2010 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 2010 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 2010 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, Series 2009C Bond, and Series 2009D Bond. The Series 2005 Bond, the Series 2009B Bond, Series 2009C Bond, and Series 2009D 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 2010 Bond in the maximum principal amount of \$3,300,000 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, Series 2009C Bond, and Series 2009D 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 2010 Bond and to carry out and consummate all transactions contemplated by the Supplemental Resolution, the Series 2010 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 2010 Bond and the Collateral Documents and the incurrence of the Debt evidenced by the Series 2010 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 2010 Bond and the Collateral Documents, or the financial condition of the Borrower, or the transactions contemplated by the Resolution, the Series 2010 Bond and the Collateral Documents or the validity and enforceability of the Resolution, the Series 2010 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 2010 Project, the Series 2010 Bond or any Collateral Documents and the period for filing any such petition will have expired before issuance of the Series 2010 Bond.

(c) Borrowing Legal and Authorized. The adoption of this Supplemental Resolution, the execution and delivery of the Series 2010 Bond and the Collateral Documents and the consummation of the transactions provided for in this Supplemental Resolution, the Series 2010 Bond and the Collateral Documents and compliance by the Borrower with the provisions of the Resolution, the Series 2010 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 2010 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 2010 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 2010 Bond and the Collateral Documents (including any necessary water rate increase) or for the 2010 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 2010 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 2010 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 2010 Project. The 2010 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 2010 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 2010 Bond and the Collateral Documents and to pledge any revenues or other property pledged to the payment of the Series 2010 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 2010 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 2010 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 2010 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 2010 Bond;

(2) The Borrower shall forthwith, after the execution and delivery of the Series 2010 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 2010 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 2010 Project shown separately; and

(2) when adopted, the final budget for the System, with items for the 2010 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) 2010 Project Accounts. The Borrower shall maintain 2010 Project accounts in accordance with generally accepted government accounting standards.

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

(i) Compliance with Safe Drinking Water Act. The Borrower has complied and shall comply with all conditions and requirements of the Safe Drinking Water Act pertaining to the 2010 Loan and the 2010 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 2010 Bond or any other funds of the Borrower in respect of the 2010 Project or the Series 2010 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 2010 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 2010 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 2010 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 2010 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 2010 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 2010 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 2010 Loan it will not contract with or permit any Private Person to manage the 2010 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 2010 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 2010 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 2010 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 2010 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 2010 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 2010 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 2010 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 2010 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 2010 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 2010 Project

Section 3.1 Use of Proceeds. The Borrower shall apply the proceeds of the 2010 Loan from the DNRC solely as follows:

(a) The Borrower shall apply the proceeds of the 2010 Loan solely to the financing, refinancing or reimbursement of the costs of the 2010 Project as set forth in Appendix A hereto and this Section 3.1. The 2010 Loan will be disbursed in accordance with ARTICLE IV hereof and Article VII of the Indenture. If the 2010 Project has not been completed prior to Closing, the Borrower shall, as quickly as reasonably possible, complete the 2010 Project and expend proceeds of the 2010 Loan to pay the costs of completing the 2010 Project.

(b) No portion of the proceeds of the 2010 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 2010 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 2010 Project. Set forth in Appendix A to this Supplemental Resolution is a description of the 2010 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 2010 Project may consist of more than one facility or activity), and an estimated budget relating to the 2010 Project. The 2010 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 2010 Project, an increase or decrease in the amount of Loan proceeds which will be required to complete the 2010 Project and whether the change will materially accelerate or delay the construction schedule for the 2010 Project;

(b) A written consent to such change in the 2010 Project by an Authorized DNRC Officer;

(c) An Opinion or Opinions of Bond Counsel stating that the 2010 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 2010 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 2010 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 2010 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 2010 Loan to pay costs of the

2010 Project or as to the availability of additional funds under the Program to increase the principal amount of the Loan.

Section 3.3 2010 Project Representations and Covenants. The Borrower hereby represents to and covenants with the DNRC that:

(a) all construction of the 2010 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 2010 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 2010 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 2010 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 2010 Project.

(a) Upon completion of the 2010 Project, the Borrower shall deliver to the DNRC a certificate stating that the 2010 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 2010 Project, a separate completion certificate shall be delivered for each.

(b) If all or any portion of the 2010 Project is cancelled or cut back or its costs are reduced or for any other reason the Borrower will not require the full Committed Amount, the Borrower shall promptly notify the DNRC in writing of such fact and release the portion of the Committed Amount which will not be needed.

ARTICLE IV

THE LOAN

Section 4.1 The Loan; Disbursement of Loan. The DNRC has agreed to lend to the Borrower, from time to time as the requirements of this Section 4.1 are met, an amount up to \$3,300,000 (the "Committed Amount") for the purposes of financing, refinancing or reimbursing the Borrower for the costs of the 2010 Project; provided the DNRC shall not be required to loan any proceeds of the State Bonds to the Borrower after December 31, 2010. The Committed Amount may be reduced as provided in Sections 3.2(a) and 3.4 of this Supplemental Resolution.

The 2010 Loan shall be disbursed as provided in this Section 4.1. The DNRC intends to disburse the 2010 Loan through the Trustee.

(a) In consideration of the issuance of the Series 2010 Bond by the Borrower, the DNRC shall make, or cause the Trustee to make, a disbursement of all or a portion of the 2010 Loan upon receipt of the following documents:

(1) an Opinion of Bond Counsel as to the validity and enforceability of the Series 2010 Bond and the security therefor and stating in effect that interest on the Series 2010 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 2010 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 2010 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 2010 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 2010 Loan to pay costs of the 2010 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 2010 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 2010 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 2010 Loan disbursement, the Trustee shall note such disbursement on Schedule A to the Series 2010 Bond.

(g) The Borrower agrees that it will deposit in the Reserve Account upon receipt thereof any proceeds of the 2010 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 2010 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 2010 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 2010 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 2010 Bond shall terminate upon

payment in full of all amounts due under the Series 2010 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 2010 LOAN

Section 5.1 Repayment of 2010 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 2010 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 2010 Loan. For purposes of this Supplemental Resolution and the Program, the term “Interest on the Loan” or “Interest on the 2010 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 2010 Loan shall be payable on each January 1 and July 1, beginning on January 1, 2011 and concluding on July 1, 2030; and

(b) the principal of the 2010 Loan shall be repayable on each Payment Date, beginning on January 1, 2011 and concluding on July 1, 2030, 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 2010 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 2010 Loan shall be due on the dates and in the amounts shown in Schedule B to the Series 2010 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 2010 Bond. Upon each disbursement of 2010 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 2010 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 2010 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 2010 Project has been delivered to the DNRC, the Trustee shall revise Schedule B to the Series 2010 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 2010 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 2010 Bond, including, but not limited to:

(a) the cost of reproducing this Supplemental Resolution, the Collateral Documents and the Series 2010 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 2010 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 2010 Bond, whether or not the Series 2010 Bond is then outstanding, including all recording and filing fees relating to the Collateral Documents and the pledge of the State’s right, title and interest in and to the Series 2010 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 2010 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 2010 Bond is prepaid in part pursuant to this Section 5.3, such prepayments shall be applied to principal payments in inverse order of maturity.

Section 5.4 Obligations of Borrower Unconditional. The obligations of the Borrower to make the payments required by the Resolution and the Series 2010 Bond and to perform its other agreements contained in the Resolution, the Series 2010 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 2010 Bond, (b) shall perform all its other agreements in the Resolution, the Series 2010 Bond and the Collateral Documents and (c) shall not terminate the Resolution, the Series 2010 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 2010 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 2010 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 2010 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 2010 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 2010 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 2010 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 2010 Bond.

Section 7.2 Assignment by DNRC. The DNRC will pledge its rights under and interest in the Resolution, the Series 2010 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 2010 BOND

Section 8.1 Net Revenues Available. The Borrower is authorized to charge just and equitable rates, charges and rentals for all services directly or indirectly furnished by the System, and to pledge and appropriate to the Series 2005 Bond, the Series 2009B Bond, the Series 2009C Bond, the Series 2009D Bond, and the Series 2010 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 2010 Bond are expected to be more than sufficient to pay the principal and interest when due on the Series 2005 Bond, the Series 2009B Bond, the Series 2009C Bond, the Series 2009D Bond, and the Series 2010 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 2010 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 2010 Bond to evidence the 2010 Loan. The Series 2010 Bond is issued to the DNRC without public sale pursuant to Montana Code Annotated, Section 7-7-4433(2)(a).

Section 8.3 Terms. The Series 2010 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 2010 Loan. The principal of and interest on the Series 2010 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 2010 Bond shall be deemed made when advances of the 2010 Loan are made under Section 4.1, and such advances shall be payable in accordance with Schedule B to the Series 2010 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 2010 Bond, in whole or in part, only upon the terms and conditions under which it can prepay the 2010 Loan under Section 5.3.

Section 8.4 Negotiability, Transfer and Registration. The Series 2010 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 2010 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 2010 Bond shall be negotiable, subject to the provisions for registration and transfer contained in this Section. No transfer of the Series 2010 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 2010 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 2010 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 2010 Bond is registered as the absolute owner of the Series 2010 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 2010 Bond shall be executed on behalf of the Borrower by the manual signatures of the 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 2010 Bond. The Series 2010 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 2010 Bond shall cease to be officers of the Borrower before the Series 2010 Bond is issued or delivered, their signatures shall remain binding upon the Borrower. Conversely, the Series 2010 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 2010 Bond shall be delivered to the DNRC, or its attorney or legal representative.

Section 8.6 Form. The Series 2010 Bond shall be prepared in substantially the form attached as Appendix B.

Section 8.7 2010 Acquisition and Construction Account. The 2010 Acquisition and Construction Account (the "2010 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 2010 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 2010 Bond. To the 2010 Acquisition and Construction Account shall be credited as received the portion of the proceeds of Series 2010 Bond for costs of the 2010 Project and for costs of issuance of the Series 2010 Bond and any other funds appropriated by the Borrower to the 2010 Acquisition and Construction Account for improvements to the System, and all income received from the investment of the 2010 Acquisition and Construction Account.

ARTICLE IX

SECURITY FOR THE SERIES 2010 BOND

The Series 2010 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, the Series 2009D 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 2010 Bond, the Financial Services Manager shall transfer from available funds of the System or proceeds of the Series 2010 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 2010 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, the Series 2009D Bond, and the principal of the Series 2010 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 2010 Bond.

ARTICLE X

TAX MATTERS

Section 10.1 Use of 2010 Project. The 2010 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 2010 Project or the System or security for the payment of the Series 2010 Bond which might cause the Series 2010 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 2010 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 2010 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 2010 Bond will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

Section 10.3 Arbitrage Certification. The Mayor, Financial Services Manager, and City Clerk, being the officers of the Borrower charged with the responsibility for issuing the Series 2010 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 2010 Bond, it is reasonably expected that the proceeds of the Series 2010 Bond will be used in a manner that would not cause the Series 2010 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 2010 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 2010 Bond from gross income for federal income tax purposes, unless the Series 2010 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 2010 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 August 15, 2010, a statement concerning the Series 2010 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 2010 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 2010 other than its \$182,000 Special Improvement District No. 1389 Bonds and the Series 2010 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 2010 in an amount greater than \$30,000,000.

ARTICLE XI

CONTINUING DISCLOSURE

The Borrower understands and acknowledges that the DNRC is acquiring the Series 2010 Bond under the Program pursuant to which the State issues from time to time State Bonds to provide funds therefor. The Borrower covenants and agrees that, upon written request of the DNRC from time to time, the Borrower will promptly provide to the DNRC all information that the DNRC reasonably determines to be necessary or appropriate to offer and sell State Bonds or to provide continuing disclosure in respect of State Bonds, whether under Rule 15c2-12 (17 C.F.R. § 240.15c2-12) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, or otherwise. Such information shall include, among other things and if so requested, financial statements of the Borrower prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Montana law, as in effect from time to time (such financial statements to relate to a fiscal year or any period therein for which they are customarily prepared by the Borrower, and, if for a fiscal year and so requested by the DNRC, subject to an audit report and opinion of an accountant or government auditor, as permitted or required by the laws of the State). The Borrower will also provide, with any information so furnished to the DNRC, a certificate of the 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, 7th 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 2010 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 2010 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 2010 Project or the facility or facilities of which the 2010 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 2010 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 2010 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 24th day of May, 2010.

Mayor

Attest: _____
City Clerk

(SEAL)

APPENDIX A

Description of the 2010 Project

The 2010 Project generally consists of designing, engineering, and replacing existing water lines and valves and related improvements.

APPENDIX B

[Form of the Series 2010 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 2010

R-1

\$3,300,000.00

FOR VALUE RECEIVED, the City of Billings, Montana (the “Borrower”), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”), or its registered assigns, solely from the Revenue Bond Account of its Water System Fund, the principal sum equal to the sum of the amounts entered on Schedule A attached hereto under “Total Amount Advanced,” with interest on each such amount from the date such amount is advanced hereunder at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond 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, 2011. 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 2010 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

B-1

comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Water System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$3,300,000 (the "Series 2010 Bond"). The Series 2010 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 2010 Bond. The Series 2010 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, 09-18869, and _____, adopted July 27, 2009, September 14, 2009, and May 24, 2010, respectively (as so amended and supplemented, the "Resolution"). The Series 2010 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"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009C (the "Series 2009C Bond"), and Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009D (the "Series 2009D 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 2010 Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Series 2005 Bond, the Series 2009B Bond, the Series 2009C Bond, the Series 2009D Bond, and the Series 2010 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 2010 Bond.

The Borrower may prepay the principal of the Series 2010 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 2010 Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The Series 2010 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 2010 Bond is registered as the absolute owner hereof, whether this Series 2010 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 2010 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, the Series 2010 Bond, and other parity Bonds, upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Series 2005 Bond, the Series 2009B Bond, the Series 2009C Bond, the Series 2009D Bond, the Series 2010 Bond, and additional parity Bonds on such Net Revenues; that all provisions for the security of the holder of this Series 2010 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 2010 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 2010 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 2010 Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the 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 _____, 2010.

Mayor

Financial Services Manager

(SEAL)

City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the 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>
_____, 2010	<u>Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620</u>	_____

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

The 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

<u>Date</u>	<u>Advances</u>	<u>Total Amount Advanced</u>	<u>Notation Made By</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

Date: 05/24/2010

TITLE: Refinancing Series 2000 Airport Revenue Bonds parameters

PRESENTED BY: Patrick M. Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

On April 12, 2010, the Council approved refinancing the Series 2000 Airport Revenue Bonds, and authorized the selection of an underwriter. It is in the best interest of the City to pursue the sale of the airport revenue refunding bonds for the purpose of reducing interest costs.

Piper Jaffray & Company was selected through a request for proposal process. The bonds will be sold at a negotiated sale with certain parameters.

The resolution authorizes the Financial Services Manager to approve the parameters relating to the bonds. Upon approval a bond purchase agreement will be executed.

ALTERNATIVES ANALYZED

The Council may:

- Approve the resolution; or
- Not approve the resolution.

FINANCIAL IMPACT

The bonds will be sold to the underwriter on terms and at a purchase price within the limitations outlined in the attached resolution.

RECOMMENDATION

Staff recommends approval of the resolution.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Airport Refunding resolution](#)

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of the resolution, entitled: "RESOLUTION RELATING TO AIRPORT REVENUE REFUNDING BONDS, SERIES 2010; AUTHORIZING THE ISSUANCE AND NEGOTIATED SALE THEREOF" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council at a meeting on May 24, 2010, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

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

City Clerk

(SEAL)

RESOLUTION NO. _____

RESOLUTION RELATING TO AIRPORT REVENUE
REFUNDING BONDS, SERIES 2010; AUTHORIZING THE
ISSUANCE AND NEGOTIATED SALE THEREOF

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

Section 1. Recitals. The City pursuant to Montana Code Annotated ("M.C.A."), Title 67, Chapter 11, Parts 1-4 as amended (the "Act"), and other laws of the State of Montana, has established and presently owns and operates certain airport facilities commonly known as Billings Logan International Airport (the "Airport"). The Council has elected to exercise the powers of an airport authority under the Act. Under the provisions of the Act, the City is authorized to issue and sell its revenue bonds to provide funds for any of its corporate purposes related to the Airport and to refund its revenue bonds issued for such purpose. Pursuant to such authorization, this Council previously issued and sold airport revenue bonds of the City denominated Airport Revenue Bonds, Series 1990, in the original aggregate principal amount of \$13,295,000 (the "Series 1990 Bonds"). The Series 1990 Bonds were subsequently refunded by the \$11,965,000 Airport Revenue Refunding Bonds, Series 2000, dated as originally issued as of April 1, 2000 (the "Series 2000 Bonds"). The Series 2000 Bonds are currently outstanding in the aggregate principal amount of \$8,120,000 (the "Outstanding Bonds"). It is proposed that the Outstanding Bonds with stated maturities in 2011 and thereafter and outstanding in the aggregate principal amount of \$7,570,000 (the "Refunded Bonds") be refunded in one series of bonds to be issued by the City.

Section 2. Authorization. For the purposes of reducing the interest cost on the Refunded Bonds, it is hereby determined that it is in the best interests of the City to pursue the sale of airport revenue refunding bonds, pursuant to the Act, to refund all or a portion of the Refunded Bonds. Such refunding bonds shall be denominated "Airport Revenue Refunding Bonds, Series 2010" (the "Bonds"), and shall be issued in the aggregate principal amount necessary to provide funds, with other available funds of the City, to pay the interest on , principal of and redemption premium on all the Refunded Bonds, as determined by the officers of the City identified pursuant to Section 3 and within the limitations therein established so as to maximize debt service savings, assuming that the Refunded Bonds are called for redemption on a date as soon as reasonably practicable within the limitations described in Section 3, at a redemption price equal to the 102% of the principal amount thereof plus interest accrued to the date of redemption

Section 3. Sale of Bonds; Bond Purchase Agreement. Pursuant to the Act, this Council had previously determined that it would be in the best interests of the City to sell the Bonds at a negotiated sale and pursuant to a request of proposal process duly authorized by this Council, with the assistance of the City's financial advisor Springsted Incorporated, Piper Jaffray & Co., of Helena, Montana and Denver, Colorado, was selected to be the underwriter of the Bonds (the "Underwriter"). The Bonds shall be sold to the Underwriter on terms and at a purchase price within the following limitations: (1) the purchase price shall be not less than 99.305% of par, exclusive of original issue discount or original issue premium; (2) the aggregate principal amount of the Bonds shall not exceed \$7,800,000; (3) the debt service payable on the

Bonds is such that the net present value of debt service savings to be achieved by the refunding is not less than 3.00% of the debt service on the Refunding Bonds, using the yield of the Bonds as the discount factor, calculated over the remaining term of the Refunded Bonds; (4) the maximum average interest rate on the Bonds shall not exceed 5.00%; (5) the average annual interest rate on the Bonds is at least one-half of one percent (0.50%) less than the average annual interest rate on the Refunded Bonds, and (6) the terms shall not extend beyond the current maturity of the Outstanding Bonds. All costs of issuing the Bonds (including, without limitation, the fees and expenses of bond counsel, the fees of the Paying Agent and Registrar, rating agency fees, underwriter fees, financial advisor fees, printing expenses relating to the preliminary official statement and official statement, and the costs of printing the Bonds) shall be paid by the City.

The Financial Services Manager of the City (the "Financial Services Manager") is hereby authorized and directed to approve the principal amounts, purchase price, maturity dates (provided that the final maturity date complies with the requirements of the Act), basic and additional interest rates, original issue discount or original issue premium, and redemption provisions of or relating to the Bonds, subject to the limitations contained in the preceding paragraph. Upon approving such terms, the Financial Services Manager and the City Administrator are hereby authorized and directed to approve, execute and deliver to the Underwriter a bond purchase agreement (the "Bond Purchase Agreement"), containing the agreement of the City to sell, and the agreement of the Underwriter to purchase, the Bonds on the terms so approved, and containing such other provisions as such officers shall deem necessary and appropriate. In the event of the absence or disability of Financial Services Manager or the City Administrator, the Mayor or Deputy City Administrator of the City shall make such approvals and execute and deliver the Bond Purchase Agreement. The execution and delivery by two appropriate officers of the City of the Bond Purchase Agreement shall be conclusive as to the approval of such officers of the terms of the Bonds and the agreement of the City to sell the Bonds on such terms in accordance with the provisions thereof.

The form of the Bonds and the security therefor shall be prescribed by a subsequent resolution to be adopted by this Council.

Section 4. Preliminary Official Statement. The Financial Services Manager and other officers of the City, in cooperation with the Underwriter, Springsted Incorporated, and Dorsey & Whitney as Bond Counsel and Disclosure Counsel, are hereby authorized and directed to prepare a Preliminary Official Statement to be distributed by the Underwriter to potential purchasers of the Bonds. The Financial Services Manager is hereby authorized and directed on behalf of the City to approve the Preliminary Official Statement and deem it a "final" official statement as of its date, in accordance with Rule 15c2-12(b)(1) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

Adopted this 24th day of May, 2010.

CITY OF BILLINGS, MONTANA

Mayor

Attest: _____
City Clerk

Date: 05/24/2010

TITLE: Resolution Establishing a Policy to Comply with the Federal Trade Commission Red Flags Rule

Bruce McCandless, Asst. City

PRESENTED BY: Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The Fair and Accurate Credit Transaction Act and the Federal Trade Commission (FTC) require all private companies and public agencies who manage creditor accounts to establish procedures that help employees recognize potential identity theft. The so-called "Red Flag" procedures must be adopted by June 1, 2010. The City Council should adopt a policy statement that supports the City Administrator and staff in establishing procedures that comply with federal law and FTC rules. Attached for Council consideration is a resolution that explains why the City must comply with the law and that directs the City Administrator to adopt procedures to implement the Red Flags Rule. Also attached are the initial procedures for identifying and preventing identity theft during credit transactions with the City of Billings.

ALTERNATIVES ANALYZED

The City Council may approve, amend or disapprove the resolution. Not adopting the resolution and procedures could expose the City to civil liability and FTC sanctions.

FINANCIAL IMPACT

The City will have to monitor the procedures' effectiveness, adapt them when needed and train employees. Not adopting or following the procedures could expose the City to civil liability if a person's identity is stolen and the City inadvertently participates in the fraud.

RECOMMENDATION

Staff recommends that the City Council approve the Resolution that adopts Red Flags procedures.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Red Flags Policy Resolution 5-24-10](#)

Link: [Red flag procedures - prelim 5-24-10](#)

RESOLUTION NO. 10-_____

**A RESOLUTION ESTABLISHING AN IDENTITY THEFT PREVENTION PROGRAM
FOR THE CITY OF BILLINGS, MONTANA**

WHEREAS, pursuant to federal law the Federal Trade Commission (the “FTC”) adopted Identity Theft Rules requiring the creation of certain policies relating to the use of consumer reports, address discrepancy information and the detection, prevention and mitigation of identity theft;

WHEREAS, the FTC regulations, adopted as 16 CFR § 681.2, require creditors, as defined by 15 U.S.C. § 1681a(r)(5), to adopt red flag policies to prevent and mitigate identity theft with respect to covered accounts;

WHEREAS, 15 U.S.C. § 1681a(r)(5) cites 15 U.S.C. § 1691a, which defines a creditor as a person that extends, renews or continues credit, and defines ‘credit’ in part as the right to purchase property or services and defer payment therefore;

WHEREAS, the FTC regulations include utility companies in the definition of creditor;

WHEREAS, the City of Billings (the “City”) is a creditor with respect to 16 CFR § 681.2 by virtue of providing utility services or by otherwise accepting payment for municipal services in arrears;

WHEREAS, the FTC regulations define ‘covered account’ in part as an account that a creditor provides for personal, family or household purposes that is designed to allow multiple payments or transactions and specifies that a utility account is a covered account;

WHEREAS, the City provides water, sewer and refuse collection services for which payment is made after the product is consumed or the service has been provided and permits other instances of payment in arrears for fines, fees and other services, thereby creating ‘covered accounts’;

WHEREAS, the FTC regulations require each creditor to adopt an Identity Theft Prevention Program (the “Program”) which will use red flags to detect, prevent and mitigate identity theft related to information used in covered accounts;

WHEREAS, the FTC regulations, adopted as 16 CFR § 681.1, require users of consumer credit reports to develop policies and procedures relating to address discrepancies between information provided by a consumer and information provided by a consumer credit company;

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

Section 1. The City recognizes the responsibility to safeguard personal customer information within the workplace.

Section 2. The creation and implementation of an Identity Theft Prevention Program will identify, detect, mitigate, and update red flags that signal the possibility of identity theft in connection with the opening of a ‘covered account’ or any existing ‘covered account’.

Section 3. This program will utilize guidelines set forth in the Federal Trade Commission “Red Flags Rules and Address Discrepancy Rules” under the Fair and Accurate Credit Transaction Act of 2003 (FACTA Red Flag Policy 2003).

The Red Flag Policy and Identity Theft Protection Program, attached as Exhibit A, is hereby adopted and approved. This Resolution shall be in full force and effect upon its passage and adoption.

PASSED AND ADOPTED by the Billings, Montana City Council on this ____ day of ____, 2010.

Thomas W. Hanel, Mayor

ATTEST:

Cari Martin, City Clerk

Identity Theft Protection Program

1. Definitions. For purposes of this Program, the following definitions apply ¹;

(A) 'City' means the City of Billings, Montana

(B) 'Covered account' means (i) An account that a financial institution or creditor offers or maintains, primarily for personal, family, or household purposes, that involves or is designed to permit multiple payments or transactions, such as a utility account; and (ii) Any other account that the financial institution or creditor offers or maintains for which there is a reasonably foreseeable risk to customers, or to the safety and soundness of the financial institution or creditor, from identity theft including financial, operational, compliance, reputation, or litigation risks.

(C) 'Credit' means the right granted by a creditor to a debtor to defer payment of debt or to incur debts and defer its payment or to purchase property or services and defer payment therefore.

(D) 'Creditor' means any person who regularly extends renews or continues credit; any person who regularly arranges for the extension renewal or continuation of credit, or any assignee of an original creditor who participates in the decision to extend renew or continue credit and includes utility companies.

(E) 'Customer' means a person that has a covered account with a creditor.

(F) 'Identity theft' means a fraud committed or attempted using identifying information of another person without authority.

(G) 'Person' means a natural person, a corporation, government or governmental subdivision, or agency, trust, estate, partnership, cooperative, or association.

(H) 'Personal Identifying Information' means a person's credit card account information, debit card information, bank account information, drivers license information, social security number, mother's birth name or date of birth.

(I) 'Red flag' means a pattern practice or specific activity that indicates the possible existence of identity theft.

(J) 'Service provider' means a person that provides a service directly to the City.

¹ Other than 'City' and 'Personal Identifying Information', definitions provided in this section are based on the definitions provided in Federal Trade Commission regulation 16 CFR § 681.2.

2 . Findings.

(A) The City is a creditor pursuant to 16 CFR § 681.2, due to its provision or maintenance of covered accounts for which payment is made in arrears.

(B) The processes of opening a new covered account, restoring an existing covered account, making payments on such accounts have been identified as potential processes in which identity theft could occur.

(C) The City limits access to personal identifying information to those employees responsible for or otherwise involved in opening or restoring covered accounts or accepting payment for use of covered accounts. Information provided to such employees is entered into the City's computerized accounting and records system and contracts are filed in a secure area.

(D) The City determines that there is a low risk of identity theft occurring in the following ways:

- (1) Use by an applicant of another person's personal identifying information to establish a new covered account;
- (2) Use of a previous customer's personal identifying information by another person, in an effort to have service restored in the previous customer's name;
- (3) Use of another person's credit card, bank account or other method of payment, by a customer to pay such customers' covered account or accounts;
- (4) Use by a customer desiring to restore such customer's covered account, of another person's credit card, bank account or other method of payment.

3. Process of Establishing a Covered Account.

(A) As a precondition to opening a covered account in the City, each applicant shall provide the City with any personal identifying information necessary, as may be reasonably requested by the employee opening said account, to help authenticate customers and monitor account transactions, including address changes. Such information shall be entered into the City's Utility Billing, Court or other information system and any paper records filed in a secure area. As a part of the identification process, the City will be utilizing a State identity verification database using a driver's license number or other State assigned number.

(B) Each account shall be assigned an individualized account number based on customer name, billing address and location.

4. Access to Covered Account Information

(A) Access to customer accounts shall be limited to authorized City personnel.

(B) Any unauthorized access to, or other breach of customer accounts is to be reported immediately to the Financial Services Manager and appropriate actions taken depending on the extent of the breach.

(C) Personal identifying information included in customer accounts is considered confidential and any request or demand for such information shall be immediately forwarded to the Financial Services Manager and the City Attorney.

(D) For any account holder of a covered account, for which the above information is not already on file at the City, the customer will be contacted within a reasonable period of time, after discovering the missing information, to obtain the necessary information.

5. Credit Card Payments.

(A) Credit card payments, which are currently allowed over the Internet, are processed through a third party service provider, initially 'Elavon'. This third party service provider shall certify that it has an adequate identity theft prevention program in place that is applicable to such payments.

(B) All credit card payments taken over the telephone by authorized City personnel shall be entered directly into the customer's account information in the appropriate database.

(C) Receipts for covered accounts shall include only the last four digits of the credit or debit card or the bank account used for payment of the covered account.

6. Sources and Types of Red Flags

(A) All employees responsible for or involved in the process of opening a covered account, restoring a covered account or accepting payment for a covered account, shall check for red flags as indicators of possible identity theft and such red flags may include:

(1) Alerts from consumer reporting agencies fraud detection agencies or service providers. Examples of alerts include but are not limited to:

- a. A fraud or active duty alert that is included with a consumer report;
- b. A notice of credit freeze in response to a request for a consumer report;
- c. A notice of address discrepancy provided by a consumer reporting agency;
- d. Indications of a pattern of activity in a consumer report that is inconsistent with the history and usual pattern of activity of an applicant or customer such as:
 - i. A recent and significant increase in the volume of inquiries;
 - ii. An unusual number of recently established credit relationships;
 - iii. A material change in the use of credit especially with respect to recently established credit relationships; or
 - iv. An account that was closed for cause or identified for abuse of account privileges by a financial institution or creditor.

(B) Suspicious documents. Examples of suspicious documents include:

- (1) Documents provided for identification that appears to be altered or forged;
- (2) Identification on which the photograph or physical description is inconsistent with the appearance of the applicant or customer;
- (3) Identification on which the information is inconsistent with information provided by the applicant or customer;
- (4) Identification on which the information is inconsistent with readily accessible information that is on file with the financial institution or creditor such as a signature card or a recent check; or
- (5) An application that appears to have been altered or forged or appears to have been destroyed and reassembled.

(C) Suspicious personal identification, such as suspicious address change. Examples of suspicious identifying information include:

(1) Personal identifying information that is inconsistent with external information sources used by the financial institution or creditor. For example:

- a. The address does not match any address in the consumer report or
- b. The Social Security Number (SSN) has not been issued or is listed on the Social Security Administration's Death Master File.

(2) Personal identifying information provided by the customer is not consistent with other personal identifying information provided by the customer such as a lack of correlation between the SSN range and date of birth.

(3) Personal identifying information or a phone number or address is associated with known fraudulent applications or activities as indicated by internal or third party sources used by the financial institution or creditor.

(4) Other information provided such as fictitious mailing address, mail drop Addresses, jail addresses, invalid phone numbers, pager numbers, or answering service is associated with fraudulent activity.

(5) The SSN provided is the same as that submitted by other applicants or customers.

(6) The address or telephone number provided is the same as or similar to the account number or telephone number submitted by an unusually large number of applicants or customers.

(7) The applicant or customer fails to provide all required personal identifying information on an application or in response to notification that the application is incomplete.

(8) Personal identifying information is not consistent with personal identifying information that is on file with the financial institution or creditor.

(9) The applicant or customer cannot provide authenticating information beyond that which generally would be available from a wallet or consumer report.

(D) Unusual use of or suspicious activity relating to a covered account. Examples of suspicious activities include:

(1) Shortly following the notice of a change of address for an account, City receives a request for the addition of authorized users on the account.

(2) A new revolving credit account is used in a manner commonly associated with known patterns of fraud patterns. For example:

The customer fails to make the first payment or makes an initial payment, but no subsequent payments.

(3) An account is used in a manner that is not consistent with established patterns of activity on the account. There is, for example:

Nonpayment when there is no history of late or missed payments;

A material change in purchasing or spending patterns.

(4) An account that has been inactive for a long period of time is used, taking into consideration the type of account, the expected pattern of usage, and other relevant factors.

(5) Mail sent to the customer is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the customer's account.

(6) The City is notified that the customer is not receiving paper account statements.

(7) The City is notified of unauthorized charges or transactions in connection with a customer's account.

(8) The City is notified by a customer, law enforcement, or another person that it has opened a fraudulent account for a person engaged in identity theft.

(E) Notice from customers, law enforcement, victims or other reliable sources regarding possible identity theft or phishing relating to covered accounts.

7. Prevention and Mitigation of Identity Theft

(A) In the event that any City employee responsible for, or involved in an application for a new account becomes aware of red flags indicating possible identity theft with respect to, restoring an existing covered account, or accepting payment for a covered account, such employee shall use their discretion to determine whether such red flag or combination of red flags suggests a threat of identity theft. If, in their discretion, such employee determines that identity theft or attempted identity theft is likely or probable such employee shall immediately report such red flags to the Financial Services Manager. If in their discretion such employee deems that identity theft is unlikely or that reliable information is available to reconcile red flags the employee shall convey this information to the Financial Services Manager who may in their discretion determine that no further action is necessary. If the Financial Services Manager, in their discretion, determines that further action is necessary a City employee shall perform one or more of the following responses as determined to be appropriate by the Financial Services Manager:

Application for a new account:

- (1) Request additional identifying information from the applicant
- (2) Deny the application for the new account
- (3) Notify law enforcement of possible identity theft or
- (4) Take other appropriate action to prevent or mitigate identity theft

Restoring an existing account, or accepting payment for a covered account:

- (1) Contact the customer.
- (2) Make the following changes to the account if, after contacting the customer, it is apparent that someone other than the customer has accessed the customers covered account:
 - (a) change any account numbers passwords security codes or other security devices that permit access to an account; or
 - (b) close the account.
- (3) Cease attempts to collect additional charges from the customer and decline to sell the customer's account to a debt collector or collections agency in the event that the customer's account has been accessed without authorization and such access has caused additional charges to accrue;
- (4) Notify a debt collector or collections agency within 72 hours of the discovery of likely or probable identity theft relating to a customer account that has been sold to such debt collector or collections agency in the event that a customer's account has been sold to a debt collector or collections agency prior to the discovery of the likelihood or probability of identity theft relating to such account;
- (5) Notify law enforcement in the event that someone other than the customer has accessed the customer's account causing additional charges to accrue or accessing personal identifying information; or
- (6) Take other appropriate action to prevent or mitigate identity theft.

8. Program Administration

(A) The Financial Services Manager is responsible for oversight of the program, and for providing training to all employees responsible for or involved in opening a new covered account, restoring an existing covered account, or accepting payment for a covered account with respect to the implementation and requirements of the Identity Theft Prevention Program.

(B) The Financial Services Manager will report to the City Administrator and City Attorney at least annually on compliance with the red flag requirements. The report will address material matters related to the program and evaluate issues such as:

- (1) The effectiveness of the policies and procedures of City in addressing the risk of identity theft in connection with the opening of covered accounts and with respect to existing covered accounts
- (2) Service provider arrangements
- (3) Significant incidents involving identity theft and management response; and
- (4) Recommendations for material changes to the Program.

(C) The City Administrator and City Attorney are responsible for reviewing reports prepared by the Financial Services Manager regarding compliance with red flag requirements and with recommending material changes to the program as necessary, in their discretion, to address changing identity theft risks and to identify new or discontinued types of covered accounts.

9. Updating the Program

(A) The determination to make changes and update the Administrative Order for the Identity Theft Prevention Program, along with any relevant red flags in order to reflect changes in risks to customers, or to the safety and soundness of the City and its covered accounts from identity theft will be recommended by the Financial Services Manager to the City Administrator for a final determination on amending elements of the Administrative Order or Identity Theft Prevention Program. In so doing, the City Administrator shall consider the following factors and exercise its discretion in amending the program:

- (1) The City's experiences with identity theft;
- (2) Updates in methods of identity theft;
- (3) Updates in customary methods used to detect prevent and mitigate identity theft;
- (4) Updates in the types of accounts that the City offers or maintains; and
- (5) Updates in service provider arrangements.

10. Outside Service Providers

(A) In the event that the City engages a service provider to perform an activity in connection with one or more covered accounts, the Financial Services Manager shall exercise their discretion in reviewing such arrangements in order to ensure, to the best of their ability, that the service provider's activities are conducted in accordance with policies and procedures agreed upon by contract that are designed to detect any red flags that may arise in the performance of the service provider's activities and take appropriate steps to prevent or mitigate identity theft.

(B) Any contracts entered into with outside service providers will be approved in accordance with City policies regarding contract execution.

11. Treatment of Address Discrepancies

(A) Pursuant to 16 CFR § 681.1, the purpose of this section is to establish a process by which the City will be able to form a reasonable belief that a consumer report relates to the consumer about whom it has requested a consumer credit report, when the City has received a notice of address discrepancy.

(B) In the event that the City receives a notice of address discrepancy the City employee responsible for verifying consumer addresses for the purpose of providing the municipal service or account sought by the consumer shall perform one or more of the following activities as determined to be appropriate by such employee:

- (1) Compare the information in the consumer report with:
 - (a) Information the City obtains and uses to verify a consumers identity in accordance with the requirements of the Customer Information Program rules implementing 31 U.S.C § 5318(1);
 - (b) Information the City maintains in its own records such as applications for service, change of address notices, other customer account records or tax records; or
 - (c) Information the City obtains from third party sources that are deemed reliable by the relevant City employee; or
- (2) Verify the information in the consumer report with the consumer.

12. Furnishing Consumers Address to Consumer Reporting Agency

(A) In the event that the City reasonably confirms that an address provided by a consumer to the City is accurate, the City is required to provide such address to the consumer-reporting agency from which the City received a notice of address discrepancy with respect to such consumer. This information is required to be provided to the consumer-reporting agency when:

- (1) The City is able to form a reasonable belief that the consumer report relates to the consumer about whom the City requested the report
- (2) The City establishes a continuing relation with the consumer; and
- (3) The City regularly and in the ordinary course of business provides information to the consumer-reporting agency from which it received the notice of address discrepancy

(B) Such information shall be provided to the consumer-reporting agency as part of the information regularly provided by the City to such agency for the reporting period in which the City establishes a relationship with the customer.

13. Methods of Confirming Consumer Addresses

(A) The City employee charged with confirming consumer addresses may, in their discretion, confirm the accuracy of an address through one or more of the following methods:

- (1) Verifying the address with the consumer
- (2) Reviewing the City's records to verify the consumers address
- (3) Verifying the address through third party sources or
- (4) Using other reasonable processes.

Date: 05/24/2010

TITLE: 2010-2014 Transportation Improvement Program

PRESENTED BY: Candi Beaudry

Planning & Community

Department: Services

Information

PROBLEM/ISSUE STATEMENT

Federal regulations require that Metropolitan Planning Organizations (MPOs) review and update their Transportation Improvement Program (TIP) every 2 years. Our current 2010-14 TIP falls into this category and must be updated before June 30, 2010, to maintain compliance with State and Federal requirements. The TIP is a required fiscal planning document for federally assisted highway and transit improvements in the Billings Urban Transportation Planning Area, and covers a five-year program period. The emphasis is on the first two (2) years of the program. Projects in these two years can be shifted around based on available funding.

This updated TIP is being presented to Council for review of the current projects and costs associated with them. All federally funded transportation projects are recommended to the Policy Coordinating Committee (PCC) for consideration and action. The PCC is the final, local approving authority for transportation-related documents within the Billings Urban Area. Council Member Ed Ulledalen currently serves as Council's primary representative on the PCC. The PCC is composed of four members; the Designee of the City of Billings, the Chair of the Yellowstone County Commission, the President of the Yellowstone County Board of Planning, and the District Administrator, Billings District, of the Montana Department of Transportation.

ALTERNATIVES ANALYZED

The Council may elect to recommend approval of the 2010-14 TIP in order to continue the implementation of federally funded transportation projects as presented. If Council chooses to recommend modifications to the proposed program, the Designee will present these recommendations to the PCC for further consideration.

FINANCIAL IMPACT

A range of federal funding sources is available to the Billings Urban Area for the purposes of funding transportation system improvements. A list of those sources available to the Billings Urban Area are shown in the TIP. Project implementation is indicated as expected to occur during the pertinent program year.

RECOMMENDATION

Staff recommends that Council approve the TIP and forward that recommendation to PCC via its representative.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [2010-2014 TIP](#)

BILLINGS URBAN AREA



TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

**04/29/10 Transportation Advisory Committee & 04/30/10 MDT updates shown in "red".*

DRAFT

FY 2010 – 2014
June, 2010

This document is funded in part through grants from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation. The contents of this document do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

Prepared by:

Yellowstone County Board of Planning
Billings Metropolitan Planning Organization

In Cooperation With:

City of Billings
Yellowstone County
Yellowstone County Board of Planning
Montana Department of Transportation
Federal Highway Administration
Federal Transit Administration

Reviewed By:

Technical Advisory Committee	04/29/10
Yellowstone County Board of Planning	05/25/10
Billings City Council	05/24/10
Yellowstone County Commissioners	05/24/10

Approved By:

Billings Policy Coordinating Committee
Montana Department of Transportation
Federal Highway Administration
Federal Transit Administration

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METROPOLITAN TRANSPORTATION PLANNING PROCESS SELF-CERTIFICATION

The Billings Metropolitan Planning Organization for the Billings, Montana, urbanized area hereby certifies that the transportation planning process is addressing the major issues in the metropolitan planning area and is being conducted in accordance with all applicable requirements of:

- I. 49 U.S.C. Section 5303 and 23 U.S.C. 134 and CFR 450.334;
- II. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C 2000d-1) and 49 CFR, Part 21;
- III. Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) regarding the involvement of disadvantaged business enterprises in the FHWA and the FTA funded projects (49 CFR part 26);
- IV. The provision of the Americans With Disabilities Act of 1990 (42U.S.C. 12101 *et seq.*) and the U. S. DOT implementing regulation (49 CFR Parts 27, 37 and 38);
- V. The provisions of 49 CFR part 20 regarding restrictions on influencing certain activities; and
- VI. Sections 174 and 176(c) and (d) of the Clean Air Act as amended (42 U.S.C. 7504, 7506(c) and (d)).
- VII. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex or age in employment or business opportunity.
- VIII. 23 CFR, part 230, regarding the implementation of an equal employment opportunity on Federal & Federal-aid highway construction contracts.
- IX. The Older Americans Act as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in program or projects receiving Federal financial assistance.
- X. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender.
- XI. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR, part 27 regarding discrimination against individuals with disabilities.

Billings, Montana

Metropolitan Planning Organization

Signature

President-Yellowstone County Board of Planning

Printed Name

Date

INTRODUCTION

PREFACE

The Yellowstone County Board of Planning (YCBP) is the metropolitan planning organization (MPO) for the Billings **metropolitan planning** area. The Transportation Improvement Program (TIP) is the funding mechanism for transportation projects requesting federal dollars in the Billings urbanized area. All MPO's are required by the current Federal Highway Bill SAFETEA LU to produce a TIP and update it at least **every four years**. SAFETEA LU was signed into law by President Bush in 2005, **and extended by President Obama through December 2010**. The act **and its extensions** authorizes highway, highway safety, transit, and other surface transportation program for six years. This document contains a list of all surface transportation projects requesting the use of federal funds found in SAFETEA LU **and its extensions**. With SAFETEA LU, local jurisdictions working through the Billings MPO's Policy Coordinating Committee (PCC) determine how the area's transportation system is developed and expanded.

PURPOSE OF THE TIP

The TIP is a short-range program of highway and transit projects in the Billings **metropolitan planning** area and is prepared by YCBP staff in cooperation with state and local agencies. The basic purpose of the TIP is to provide the mechanism for scheduling federal funds for surface transportation projects, indicating regional priorities, and demonstrating a short range transportation vision for the area. A secondary purpose of the TIP is to provide information about other transportation projects in the **planning** area that are exempt from the TIP approval process such as projects that do not utilize federal funds.

THE TIP PROCESS

The development of the TIP document is the responsibility of the Billings MPO and provides an opportunity for local officials to determine priorities and spending for federal highway and transit funds. Any transportation project located in the Billings **metropolitan planning** area must be included in the TIP prior to receiving federal funds. TIP projects must be included in the area's 20 year Transportation Plan, and are proposed for the TIP by local elected officials, transit operating officials, or state highway agencies. The TIP is reviewed and endorsed annually by the Billings MPO's PCC and may be modified through the TIP amendment process. The PCC includes a Billings City Council representative, the Chair of the Yellowstone County Commission, the President of the Yellowstone County Board of Planning and the District Administrator of the Montana Department of Transportation. After PCC endorsement, the TIP is submitted to the Montana Department of Transportation (MDT) and to the Federal Highway Administration and Federal Transit Administration for federal review of the document and approval of conformity determination.

FEDERAL REGULATIONS

The Transportation Improvement Program (TIP) is a required planning program for federally assisted highway and transit improvements for the Billings **metropolitan planning area** and the Montana Department of Transportation (MDT) over a five-year period. The principal focus is given to the first two years of the program, the Biennial Element, which contains projects that could be implemented **between** July 1, 2009 and **June** 30, 2011.

The TIP is prepared annually and is in conformance with 23 CFR, Part 450 324-330.

FINANCIAL RESOURCES

A range of federal funding sources is available to the Billings **planning** area for the purposes of funding transportation system improvements. Following is a list of those sources which, when available to the Billings area, are shown in the Transportation Improvement Program. Project implementation is indicated as expected to occur during the pertinent program year. Billings also has had a favorable history of receiving federal earmarks. In 2009, MDT received \$4,750,000 for the Shiloh Road project and in 2010 Yellowstone County requested \$20,000,000 for various projects in the urban area. **MDT has requested additional earmark funds in the 2011 appropriations process.**

BILLINGS FEDERAL EARMARK HISTORY – 2000 through 2009

YEAR	EARMARKS
2000	\$ 14,967,000
2001	\$ 728,113
2002	\$ 3,425, 985
2003	\$ 3,000,000
2004	\$ 2,000,000
2005	\$ 4,960,000
2006	\$ 35,173,900
2007	\$0.00
2008	\$4,596,200
2009	\$4,750,000
TOTAL	\$73,601,198
10 YEAR AVERAGE	\$7,360,120

FUNDING SOURCES

- Surface Transportation Program Urban (STPU)
- Surface Transportation Program Primary (STPP)
- National Highway System (NHS)
- Interstate Maintenance (IM)
- **Highway-Railway Crossing Program (RRX)**
- Surface Transportation Enhancement (STPE)

- Highway Safety Improvement Program (HSIP)
- Bridge Replacement and Rehabilitation Program (HBRRP)
- Urban Pavement Preservation (UPP)
- Community Transportation Enhancement Program (CTEP)
- State Funded Construction (SFC)
- Congestion Mitigation Air Quality (CMAQ)
- Montana Air Congestion Initiative (MACI)
- FTA Section 5309 (Formerly Sec. 3)
- FTA Section 5307 (Formerly Sec. 9)
- FTA Section 5310 (Formerly Sec. 16)
- FTA Section 5316 Job Access and Reverse Commute (JARC)
- FTA Section 5317 New Freedom
- Congressionally Directed Funds (Montana, NCPD, DEMO)
- AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)
- Safe Routes to School (SRTS)

AIR QUALITY CONSISTENCY

Billings was designated as a non-attainment area for both Total Suspended Particulates (TSP) and Carbon Monoxide (CO) on May 26, 1988. As such, Billings was required to prepare a Transportation Control Plan (TCP). The TCP identified strategies to mitigate the TSP and CO problems. The TCP is the Billings element of Montana's State Implementation Plan (SIP). The TIP is required to be, and is, consistent with the TCP as discussed in the Billings conformity statement.

In 1987 the standard for TSP was dropped, and a new standard for particulate matter under 10 microns in size (PM - 10) was adopted (7/1/87 at 52 FR 24854). The Environmental Protection Agency (EPA), has also adopted the PM 2.5 standard and Billings is considered to be in compliance with both of these new standards.

CONFORMITY OF THE BILLINGS AREA TRANSPORTATION IMPROVEMENT PROGRAM WITH THE 1990 CLEAN AIR ACT

A portion of the Billings Urbanized Area, (Billings), was designated non-attainment for carbon monoxide (CO) on 3/3/78 (43 FR 8962) with a secondary classification of "unclassified". EPA approved the Billings CO Control Plan on 1/16/86 (51 FR 2397). Billings was then redesignated as

"Not Classified" on 11/6/91 (56 FR 56697). The area meets the qualifications of the Clean Air Act (CAA) for classification as an attainment area for ozone.

The Billings "not classified" carbon monoxide (CO) nonattainment area was redesignated by the Environmental Protection Agency (EPA) to attainment for the CO National Ambient Air Quality Standards (NAAQS) with an approved limited maintenance plan effective April 22, 2002. Under a CO limited maintenance plan, the motor vehicle emissions budgeted may be treated as essentially non-constraining for the length of the maintenance period because growth would need to exceed reasonable expectations to create a violation of the NAAQS for transportation-related CO. Therefore conformity demonstration using regional emissions analysis is not required; however, individual projects may still be required to conduct "hot spot" analysis.

As demonstrated in the following sections, the Transportation Improvement Program (TIP) satisfactorily meets the requirements established by the 1990 amendments to the CAA regarding the conformity of TIP's.

- The most recent estimates of CO mobile source emissions have been developed by the Analytical Services Section, Montana Department of Environmental Quality and are based upon development and transportation data provided by the Yellowstone County Board of Planning.

TRANSPORTATION CONTROL MEASURES

Specific Transportation Control Measures have not been proposed for Billings recently, however, the SIP completed in 1986 included the widening of Exposition Drive (Main Street) and the signalization at Main Street and First Avenue North. Both of these projects were completed in 1983.

There are no Transportation Control Measures (TCM's) in the State Implementation Plan (SIP) and therefore there are no specific TCM's recommended for implementation in this TIP.

TIP CONFORMITY

As a prerequisite for receiving Federal-aid transportation funds through the TIP, a determination must be made that the proposed transportation projects do not cause or contribute to violations of the carbon monoxide ambient air quality standards. An analysis, which meets the EPA conformity determination regulations specified in 40 CFR Part 51 was performed in conjunction with the development of the Billings Urban Area 2009 Transportation Plan. The plan was found to conform at the federal level (insert date when known). The analysis appears in Section 4, pages 4-24 through 4-27 of the Plan document and is titled "Air Quality/Conformity". As the transportation projects in the TIP are contained in the Transportation Plan's analysis, a separate analysis for the TIP is not necessary.

There are no new regionally significant projects in this 2010-2014 Billings Urban Area TIP.

NEW PROJECTS EXEMPT FROM REGIONAL ANALYSIS

Project	Scope	Comments
**There are no new exempt projects in the TIP.		

(Table 1): EXEMPT PROJECTS

REGIONALLY SIGNIFICANT PROJECTS

Project	Scope	Comments
Billings Airport Road	Reconstruction	Ongoing
Shiloh Road Corridor	Reconstruction	Ongoing
6 th Avenue/Bench Connection	Reconstruction	In design
Billings Bypass (aka North Bypass)	Location/Environmental	Ongoing

(Table 2): REGIONALLY SIGNIFICANT PROJECTS

ENERGY CONSERVATION CONSIDERATIONS

Energy impact analyses have been conducted as a part of the urban transportation planning process. In addition, increased attention has been given to energy conservation and contingency planning on a project specific basis.

As part of the 2009 update of the Billings Urban Area Transportation Plan, energy conservation was considered in each of the proposed alternative transportation networks.

The City of Billings has a well-developed transit system, and ride-sharing opportunities have been examined. Transit facilities and highway system proposals will continue to be considered in a comprehensive method through the adopted Transportation Planning process.

The detailed energy conservation analysis of specific projects has been conducted for each of the major highway construction projects recommended in the 2009 update of the Billings Urban Area Transportation Plan.

PROGRAMMING OF NON-URBAN SYSTEM, FEDERAL AID AND STATE FUNDING

Proposed projects involving federal-aid funding, other than urban system funding, that are proposed within existing rights-of-way and which are determined to not significantly change traffic patterns, may not be considered to be of appropriate scale to warrant a modification to a currently valid TIP.

When there is knowledge of such projects prior to the annual adoption of the TIP, each project will be included in the program. Generally, projects falling within this category are those which serve to preserve and maintain the integrity of the existing plant or facility such as: overlays to

improve or maintain surface conditions; bridge expansion joints and deck repairs necessary to maintain structural and surface sufficiency; slope repair necessary to maintain drainage adequacy; etc. Projects of this nature will be identified by **MDT** with appropriate justification when requesting program approval of federal highway funds.

Local urban area officials will be advised by the Department through the local planning process of the Department's intent to expend federal funds (non-urban system) for such improvements in their area.

(Table 3) -TRANSPORTATION REVENUE ESTIMATES (2010-2014)																			
BILLINGS, MONTANA																			
YEAR	SURFACE TRANS PROGRAM (STP) (URBAN)*	MONTANA AIR CONGESTION INITIATIVE (MACI)*	EARMARKS (MT/NCPD/ DEMO)****	SURFACE TRANSPORTATION ENHANCEMENT (CTEP)*		TRANSIT SEC 5316 JARC	TRANSIT SEC 5317 NEW FREEDOM	TRANSIT SEC 5309	TRANSIT SEC 5307		TRANSIT SEC 5310	GAS TAX CITY	GAS TAX COUNTY	TRANSIDE	ARRA HIGHWAY	ARRA TRANSIT	OTHER FUNDS (LOCAL)		TOTAL
2010				CITY	\$ 533,502	\$ 150,000	\$ 65,000							**			OPER.	\$ 3,305,486	
	\$ 1,127,496	\$ 2,512,354	\$ 30,325,355	COUNTY	\$ 598,416			\$ 247,000	OPER.	\$ 1,555,722	\$ 138,070	\$ 1,728,501	\$ 272,633	\$ 462,963	\$ 1,000,000	***	SEC.5310	\$ 34,517	\$ 13,731,660
2011				CITY	\$ 493,249	\$ 150,000	\$ 65,000							**			OPER.	\$ 3,354,771	
	\$ 2,587,036	\$ 835,170	\$ 500,000	COUNTY	\$ 195,006				OPER.	\$ 1,633,508	\$ 125,000	\$ 1,732,721	\$ 274,510	\$ 462,963			SEC.5310	\$ 16,750	\$ 11,925,684
2012				CITY	\$ 493,249	\$ 150,000	\$ 65,000							**			OPER.	\$ 3,401,738	
	\$ 2,587,036	\$ 835,170		COUNTY	\$ 195,006					\$ 1,711,588	\$ 125,000	\$ 1,728,501	\$ 272,633	\$ 462,963			SEC.5310	\$ 16,750	\$ 12,044,634
2013				CITY	\$ 493,249	\$ 150,000	\$ 65,000							**			OPER.	\$ 3,449,362	
	\$ 2,587,036	\$ 835,170		COUNTY	\$ 195,006					\$ 1,795,456	\$ 125,000	\$ 1,728,501	\$ 272,633	\$ 462,963			SEC.5310	\$ 16,750	\$ 12,176,126
2014				CITY	\$ 493,249	\$ 150,000	\$ 65,000							**			OPER.	\$ 3,497,653	
	\$ 2,587,036	\$ 835,170		COUNTY	\$ 195,006					\$ 1,883,433	\$ 125,000	\$ 1,728,501	\$ 272,633	\$ 462,963			SEC.5310	\$ 16,750	\$ 12,312,394
TOTAL	\$ 11,475,640	\$ 5,853,034	\$ 30,825,355	CITY	\$ 2,506,498	\$ 750,000	\$ 325,000	\$ 247,000	OPER.	\$ 8,579,707	\$ 638,070	\$ 8,646,725	\$ 1,365,042	\$ 2,314,815	\$ 1,000,000	\$ -	OPER.	\$ 17,009,010	
				COUNTY	\$ 1,378,440												SEC.5310	\$ 101,517	
FUNDING PROJECTIONS ARE BASED ON BEST AVAILABLE INFORMATION AND ARE SUBJECT TO CHANGE GIVEN CURRENT FUNDING UNCERTAINTIES AND UNKNOWN IMPACTS OF FUTURE CONGRESSIONAL OR OTHER FEDERAL ACTIONS.																			
FEDERAL PROGRAM FUNDING AVAILABILITY MAY IMPACT THE SCHEDULING OF PROJECTS. FUNDING BEYOND 2010 WILL BE SUBJECT TO THE OBLIGATION LIMITATION SET BY THE ANNUAL APPROPRIATION PROCESS.																			
* Includes carryover																			
** Includes Local Match																			
***ARRA FUNDS \$1,884,898 OBLIGATED-REVISED POP IN 2010.																			
****Pending Congressional Approval																			

(TABLE 4-a) -TRANSPORTATION PRIORITY LIST BILLINGS, MONTANA						
RANK	PROJECT	TYPE OF WORK	PROJECT LENGTH	PHASE	ESTIMATED COST	FUNDING SOURCE
SURFACE TRANSPORTATION PROGRAM-URBAN (STPU)						
NO PROJECTS HAVE BEEN FORMALLY IDENTIFIED THROUGH THE LOCAL PROCESS FOR THE USE OF THESE FUNDS.						
Projects that may utilize STPU funding for some phases:						
BENCH BLVD-NORTH Phase I(for R/W, IC and possibly a portion of construction)						
	GRAND AVENUE	Reconstruction	1	PE	UNKNOWN	
				RW	UNKNOWN	
				IC	UNKNOWN	
				CONST.	UNKNOWN	
				TOTAL	\$0	
	32ND STREET WEST	Construction	1.5	PE	UNKNOWN	
				RW	UNKNOWN	
				IC	UNKNOWN	
				CONST.	UNKNOWN	
				TOTAL	\$0	
MONTANA AIR CONGESTION INITIATIVE (MACI)						
1	6TH AVE. TO BENCH BLVD. (CONNECTION)	Grade Separation	0.5	PE	\$1,393,072	CMAQ
					\$215,928	LOCAL
					1,609,000	
EARMARKS						
1	6TH AVE NORTH TO BENCH BLVD. (CONNECTION)			PE	See above	CMAQ/LOCAL
	Phase I			RW	\$1,272,726	MT
				IC	\$552,117	MT
				CONST.	\$6,116,396	MT
				LOCAL	1,446,830	LOCAL
				TOTAL	\$9,388,069	
	Phase II					
	Beyond the timeframe of this TIP.					
2	BENCH BLVD. NORTH	Reconstruction	3	PE	2,000,000	MT
	Phase I			RW	439,274	
				IC	878,549	
				CONST.	5,117,468	MT
				TOTAL	\$8,435,291	
	Phase II					
	Construction beyond time frame of this TIP					
	ZIMMERMAN TRAIL	Add climbing lane for portion of roadway	1	PE	735,930	MT
		Straighten Curve		IC	254,468	MT
				CONST.	6,001,617	
				LOCAL	1,443,276	MT
				TOTAL	\$8,435,291	
	BILLINGS BYPASS	Environmental Review & Location Study	14	PE	14,341,661	NCPD/DEMO
	(aka North Bypass)				8,004,158	MT
				TOTAL	\$22,345,819	
INTERSTATE MAINTENANCE (IM)						
	PINEHILLS INTERCHANGE-SOUTHEAST	Minor Rehab	N/A	PE	171,090	IM
				RW	0	IM
				IC	64,008	IM
				CONST.	6,779,900	IM
				TOTAL	\$7,014,998	
	MOSSMAIN INTERCHANGE - EAST	Structure/Safety	N/A	PE	\$162,979	IM
				RW	51,402	IM
				IC	25,702	IM
				CONST.	7,244,100	IM
				TOTAL	\$7,484,183	
NATIONAL HIGHWAY SYSTEM- (NH)						
	BILLINGS-NORTH	PAVEMENT		PE	\$39,921	NH
		PRESERVATION		CONST	\$2,652,900	NH
				TOTAL	\$2,692,821	

(TABLE 4-b) -TRANSPORTATION PRIORITY LIST						
BILLINGS, MONTANA						
SURFACE TRANSPORTATION PROGRAM-URBAN PAVEMENT PRESERVATION(UPP)						
GRAND-DIVISION TO 8TH-BLGS	Overlay/cold mill	0.99	PE	\$41,118		UPP
			CONST.	\$516,136		UPP
			TOTAL	\$557,254		
SURFACE TRANSPORTATION PROGRAM-HIGHWAY SAFETY (HSIP)						
N. FRONTAGE ROAD - SIGNAL/INT. UPGRADE	Traffic signals	N/A	PE	87,761		HSIP
	Lighting		IC	13,384		HSIP
			CONST.	687,814		HSIP
			TOTAL	\$788,959		
SIGNAL-SO. FRONTAGE & ZOO	Signal	N/A	PE	\$95,810		HSIP
			CONST	\$265,045		IM
			CONST	\$265,002		HSIP
				\$625,857		
2002 SAFETY IMPROVEMENTS	Roadway	N/A	PE	478,325		HSIP
VARIOUS LOCATIONS	Roadside Safety		RW	24,000		HSIP
	Improvements		IC	70,165		HSIP
			CONST.	1,027,706		HSIP
			TOTAL	\$1,600,196		
PARKHILL /13th - INT. REALIGNMENT	Upgrade	N/A	PE	253,926		HSIP
			RW	51,000		HSIP
			IC	80,668		HSIP
			CONST.	614,362		HSIP
			TOTAL	\$999,956		
SF099 BILLINGS GRAND 17TH SIG	Int Upgrade/Signals		PE	\$29,000		HSIP
			CONST	\$91,350		HSIP
			TOTAL	\$120,350		
SURFACE TRANSPORTATION PROGRAM-RAIL PROGRAM (RRP)						
1ST AVENUE SOUTH	Circuitry Upgrade	N/A	PE	\$3,000		STPRP/STPRR
			CONST.	\$92,055		STPRP/STPRR
			TOTAL	\$95,055		
OTHER FUNDING						
STP ENHANCEMENTS	Various Projects		OTHER	688,255		CTEP
SAFE ROUTES TO SCHOOL	Various Projects		OTHER	Per Project		SRTS
ANNUAL OPERATION AND MAINTENANCE	Various Projects		OTHER	225,000		LOCAL
ANNUAL OPERATION AND MAINTENANCE	Various Projects		OTHER	446,000		STATE
			TOTAL	\$1,359,255		
** CONST. Estimates Include CE Costs						

ADVANCEMENT OF PROJECTS

It is mutually agreed that the first two years of this program is the best estimate of the project phase that will be undertaken during the Biennial timeframe. Occasionally, projects advance through the design process faster than anticipated. An approved project may accelerate into the next logical phase providing that the funding source does not change from that, which was initially identified in the TIP. Federal, State, and local governments have agreed that a TIP revision is not required in order to accelerate a specific project phase, so long as other planned work is not unduly delayed.

- The priorities with regard to the FTA Section 5307 projects in the Biennial Element are:
1) Operating Assistance.
- The priorities with regard to the FTA Section 5310 projects in the Biennial Element are:
1) Four (4) replacement vehicles for MET Special Transit, 2) Two (2) replacement vehicles for MET Special Transit.
- The priorities with regard to the FTA Section 5309 projects are: 1) Buses and Bus Facilities, and 2) Billings Bus/Medical Facility (Deaconess) per Congressional appropriation.

PRIVATE ENTERPRISE PARTICIPATION

Both the City of Billings and Yellowstone County have locally developed policies and procedures to examine opportunities for private sector participation in the provision of transit services and related support services. The City of Billings adopted resolution 86-15346 which states said policy and provides a process for implementation. The Council approved that resolution on July 7, 1986. Further, a Private Transportation Enterprise Participation Policy (PEP) and implementing procedures were adopted by the MPO's Technical Advisory Committee on April 24, 1986; by the Policy Coordinating Committee on May 8, 1986; and by the Yellowstone County Planning Board on May 13, 1986.

The City's MET Transit **Department** has examined various opportunities for private sector provision of services. The **system Department** utilizes private tire firms to handle parts of servicing of the tire inventory. The **system Department** also contracts with various private firms for radiator repair, air compressor rebuilds, as well as glass, bodywork on the vehicles, and occasional component rebuilds.

The required TIP documentation related to the PEP process is as follows:

- a) The City of Billings MET Transit System solicited the possible interest or involvement of the private sector in providing leased tires for the MET Transit fleet of coaches. In the spring of 1993, 1996, 2001 and 2006, a Request for Bids was sent to potentially interested private vendors and was also advertised in a local newspaper and a national transit journal. Bids are evaluated based on cost and ability to perform. Two firms requested bid packages. The current contract for the tire lease is in effect through June 30, 2011.
- b) No other proposals were received from the private sector.
- c) There are no known impediments to holding service out for competition.
- d) There are no known private sector complaints.

The Yellowstone County Planning Department has and will continue to follow their adopted policy and procedures regarding private sector participation. The mailing list of private providers has been updated and used to provide notice about TAC and PCC meetings, including those that deal with the **Unified Planning Work Program, (UPWP)**, projects and process as well as the TIP process. Through these mailings the private providers are aware of the development

of the proposed transit capital and operating projects as well as the proposed paratransit capital projects for the five years covered in the TIP.

FEDERAL TRANSIT ADMINISTRATION PROJECTS

The Federal Transit Act funded projects, including FTA Section 5309 grant projects, (Biennial Element) are intended to insure the continued efficient operation, maintenance and administration of the MET Transit system fleet and facilities, including meeting federal regulations such as the Americans with Disabilities Act (ADA). The operating grants are for the fiscal years of July 2009 to June 2010 and July 2010 to June 2011 and the Section 5309 grant projects will permit Bus and Bus Facilities projects in Fiscal Years 2009-2010 through 2010-2011.

The vehicle **purchases** for MET Special Transit are projects to enable the City to continue providing the required specialized demand-responsive paratransit service for citizens who are unable to use the MET Transit System due to their disabling conditions. The projects to purchase vehicles for **other entities will** address some of the transportation needs of developmentally impaired or disabled residents.

(Table 5) -TRANSPORTATION PROJECT PRIORITY LIST		
BILLINGS, MONTANA		
SECTION/PROJECT		PROJECT ESTIMATE
FTA SECTION 5307 (INCLUDES LOCAL FUNDS)		
	OPERATING PROJECT (7-1-09 TO 6-30-2010)	4,861,208
	OPERATING PROJECT (7-1-2010 TO 6-30-2011)	4,988,279
	OPERATING PROJECT (7-1-2011 TO 6-30-2012)	5,113,326
	OPERATING PROJECT (7-1-2012 TO 6-30-2013)	5,244,818
	OPERATING PROJECT (7-1-2013 TO 6-30-2014)	5,381,086
	TOTAL	\$25,588,717
TRANSADE(INCLUDES LOCAL FUNDS)		
	MET SPECIALIZED TRANSPORTATION-OPERATING (2010)	200,000
	MET SPECIALIZED TRANSPORTATION-OPERATING (2011)	140,000
	MET SPECIALIZED TRANSPORTATION-OPERATING (2012)	140,000
	MET SPECIALIZED TRANSPORTATION-OPERATING (2013)	140,000
	MET SPECIALIZED TRANSPORTATION-OPERATING (2014)	140,000
	TOTAL	\$760,000
FTA SECTION 5310(INCLUDES LOCAL FUNDS)		
	NINE (9) REPLACEMENT VEHICLES-TRANSIT (FY2010)	138,070
	REPLACEMENT VEHICLES-TRANSIT (FY2011)	125,000
	REPLACEMENT VEHICLES-TRANSIT (FY2012)	125,000
	REPLACEMENT VEHICLES-TRANSIT (FY2013)	125,000
	REPLACEMENT VEHICLES-TRANSIT (FY2014)	125,000
	* DEPENDENT ON FUNDING AND APPLICATION APPROVALS BY MDT	125,000
	*TOTAL	\$763,070
FTA SECTION 5309		
	BILLINGS BUS/MEDICAL FACILITY (DEACONESS)	3,093,750
	MET TRANSIT PARATRANSIT SERVICES	247,000
	** FUNDING YET TO BE DETERMINED	
	*TOTAL	\$3,340,750
FTA SECTION 5316(INCLUDES LOCAL FUNDS)		
	JARC (OPERATING) 2010	150,000
	JARC (OPERATING) 2011	150,000
	JARC (OPERATING) 2012	150,000
	JARC (OPERATING) 2013	150,000
	JARC (OPERATING) 2014	150,000
	TOTAL	\$750,000
FTA SECTION 5317 (INCLUDES LOCAL FUNDS)		
	NEW FREEDOM (OPERATING) 2010	130,000
	NEW FREEDOM (OPERATING) 2011	130,000
	NEW FREEDOM (OPERATING) 2012	130,000
	NEW FREEDOM (OPERATING) 2013	130,000
	NEW FREEDOM (OPERATING) 2014	130,000
	TOTAL	\$650,000
ARRA TRANSIT (REVISED POP ONLY)		
	MET-CCTV'S/RADIOS	205,000
	MET-BUS WASH/ADMINISTRATION FACILITY REHAB	450,000
	MET-TWO TRANSIT BUSES WITH SPARE POWER PLANT	830,000
	MET-ONE PARATRANSIT VAN	31,898
	MET-PARATRANIST OPERATING FUNDS	180,000
	MET TRANSIT OPERATING FUNDS	188,000
	TOTAL	\$1,884,898
	TOTAL	\$33,737,435

(Table 6) - MULTI-YEAR STAGING PROGRAM						
CALENDAR YEARS 2010-2014						
BILLINGS, MONTANA						
SURFACE TRANSPORTATION PROGRAM	2010	2011	2012	2013	2014	2015
GRAND AVENUE						
32ND STREET WEST						
2002 SAFETY IMPROVEMENTS						
MACI MT FUNDED						
6TH AVE.-BENCH BLVD. CONNECTION (PHASE I)						
PILOT FUNDED						
NONE						
VARIOUS FUNDED						
PINEHILLS INTERCHANGE-SOUTHEAST						
PARKHILL /13th INTERSECTION						
N. FRONTAGE ROAD - SIGNAL						
MOSSMAIN INTERCHANGE - EAST						
NORTH BY PASS (ENVIRONMENTAL & LOCATION)						
CTEP PROJECTS (VARIOUS)						
BENCH BLVD. NORTH						
ZIMMERMAN TRAIL						
SIGNAL FRONTAGE ROAD & ZOO DRIVE						
***ALL TIME FRAMES ARE APPROXIMATE						
	PRELIMINARY ENGINEERING					
	RIGHT OF WAY/UTILITIES					
	CONSTRUCTION					

(Table 7) - HIGHWAY/TRANSIT MULTI-YEAR IMPROVEMENT PROGRAM FY 2010																		
BILLINGS, MONTANA																		
PROJECT DESCRIPTION	PHASING	STP URBAN (STPU)	MT AIR CONGESTION INITIATIVE (MACI)	Montana DEMO EARMARKS	SURFACE TRANSPORTATION ENHANCEMENT (STPE)		NATIONAL HWY SYSTEM (NHS) INTERSTATE MAINTENANCE	HSIP UPP	TRANSIT SEC 5307	TRANSIT SEC 5309	TRANSIT SEC 5310**	TRANSIT SEC 5316 (JARC)	TRANSIT 5317 (NEW FREEDOM)	TRANSADe (STATE)	ARRA TRANSIT *****	ARRA HIGHWAY	OTHER*	TOTAL
					CITY	COUNTY												
Estimated carryover balance		-1,459,630	1,677,184	\$30,325,355	\$40,253	403,410												
Estimated allocation		2,587,036	835,170	\$-	\$493,249	195,006	7,534,847	2,108,856	\$1,555,722	247,000	\$138,070	\$123,013	\$80,000	\$100,000	\$1,884,898	\$1,000,000	\$3,580,199	
Estimated beginning balance		1,127,496	2,512,354	\$30,325,355	\$533,502	598,416												
RIMROCK RD-SHILOH TO 54TH	CONST		150,000															\$150,000
6TH AVE NORTH TO BENCH BLVD.(CONNECTION)	Add PE		202,909															\$202,909
6TH AVE NORTH TO BENCH BLVD.(CONNECTION)	RW			1,470,000														\$1,470,000
PARKHILL/13TH	RW/IC/CONST							\$ 746,030.00										\$746,030
SIGNAL-SO FRONTAGE & ZOO	CONST						\$ 265,045.00	\$ 265,002.00										\$530,047
SF099 GRAND-DIVISION 17TH -SIGNAL	PE							\$ 29,000.00										\$29,000
GRAND-DIVISION TO 8TH -BLGS	PE							\$ 41,118.00										\$41,118
2002 SAFETY IMPVMT***	CONST							\$ 1,027,706.00										\$1,027,706
MOSSMAIN INTCH-EAST	IC/CONST						\$ 7,269,802.00											\$7,269,802
CTEP****	CONST															\$1,000,000		\$1,000,000
SAFE ROUTES TO SCHOOL PROGRAM	CONST																\$50,000	\$50,000
TRANSIT OPERATING	OPERATING							1,555,722									\$3,305,486	\$4,861,208
REPLACEMENT VEHICLES	PURCHASE										\$138,070							\$138,070
MET SPECIALIZED TRANS-OPERATING	OPERATING											\$123,013	\$80,000	\$100,000			\$212,963	\$515,976
MET PARATRANSIT SERVICES	OPR/OTHER									247,000							\$61,750	\$308,750
MET-CCTVS/RADIOS	PURCHASE														\$205,000			\$205,000
MET-BUS WASH/ADMINISTRATION FACILITY REHAB	FACILITY REHAB														\$450,000			\$450,000
MET-TWO TRANSIT BUSES WITH SPARE POWER PLANT	PURCHASE														\$830,000			\$830,000
MET-ONE PARATRANSIT VAN	PURCHASE														\$31,898			\$31,898
MET-PARATRANSIT OPERATING FUNDS	OPR														\$180,000			\$180,000
MET-OPERATING FUNDS	OPR														\$188,000			\$188,000
TOTAL		\$-	\$352,909	\$1,470,000	\$-	\$-	\$ 7,534,847.00	\$ 2,108,856.00	\$1,555,722	\$247,000	\$138,070	\$123,013	\$80,000	\$100,000	\$1,884,898	\$1,000,000	\$3,630,199	\$20,175,514
*LOCAL MATCH																		
**DEPENDENT ON FUNDING AND APPLICATION APPROVAL																		
***INCLUDES U1024 State Avenue, U1028 Hardin Road, I-90 Loop																		
****ARRA FOR ALKALI CK BRIDGE CTEP PROJECT																		
*****Funds obligated -reflecting POP changes only																		

(Table 8) - HIGHWAY/TRANSIT MULTI-YEAR IMPROVEMENT PROGRAM FY2011																
BILLINGS, MONTANA																
PROJECT DESCRIPTION	PHASING	STP URBAN (STPU)	MT. AIR CONGESTION INITIATIVE (MACI)	EARMARKS (NCPD, DEMO, MT)	SURFACE TRANSPORTATION ENHANCEMENT (STPE)		NATIONAL HWY SYSTEM (NHS)	HSIP/UPP	TRANSIT SEC 5307	TRANSIT SEC 5309	TRANSIT SEC 5310 **	TRANSIT SEC 5316	TRANSIT 5317	TRANSAD E	OTHER FUNDS*	TOTAL
				***	CITY	COUNTY										
Estimated carryover balance		\$ 1,098,530	\$ 2,159,445	\$ 27,655,355												
Estimated allocation		\$ 2,587,036	\$ 835,170	\$ 5,000,000	\$ 493,249	\$ 195,006	\$ 9,432,800	\$ 1,201,936	\$ 1,633,508	\$ -	\$ 125,000	\$ 150,000	\$ 65,000	\$ 100,000	\$ 3,567,734	
Estimated beginning balance		\$ 3,685,566	\$ 2,994,615	\$ 32,655,355	\$ 493,249	\$ 195,006	\$ 9,432,800	\$ 1,201,936	\$ 1,633,508	\$ -	\$ 125,000	\$ 150,000	\$ 65,000	\$ 100,000	\$ 3,567,734	
6TH AVE NORTH TO BENCH BLVD (CONNECTION)	IC/CONST			\$ 7,701,490												\$ 7,701,490
BENCH BOULEVARD-BLGS	Add'l PE			\$ 350,000												\$ 350,000
BILLINGS-NORTH	CONST						\$ 2,652,900									\$ 2,652,900
PINEHILLS INT-SE	CONST						\$ 6,779,900									\$ 6,779,900
GRAND-DIVISION TO 8TH-BLGS	CONST							\$ 516,136								\$ 516,136
SIGNAL-N FRONTAGE-BLGS	CONST							\$ 685,800								\$ 685,800
ZIMMERMAN TRAIL	PE			\$ 850,000												\$ 850,000
TRANSIT OPERATING (7/10-6/11)	OPERATING								\$ 1,633,508						\$ 3,354,771	\$ 4,988,279
VEHICLE PURCHASES	PURCHASE										\$ 125,000					\$ 125,000
MET SPECIALIZED TRANS	OPERATING											\$ 150,000	\$ 65,000	\$ 100,000	\$ 212,963	\$ 527,963
TOTAL		\$ -	\$ -	\$ 8,901,490	\$ -	\$ -	\$ 9,432,800	\$ 1,201,936	\$ 1,633,508	\$ -	\$ 125,000	\$ 150,000	\$ 65,000	\$ 100,000	\$ 3,567,734	\$ 25,177,468

* LOCAL MATCH ** DEPENDENT ON FUNDING & APPLICATION APPROVAL BY MDT *** Pending congressional approval

(Table 9) - HIGHWAY/TRANSIT MULTI-YEAR IMPROVEMENT PROGRAM FISCAL YEAR 2012																
BILLINGS, MONTANA																
PROJECT DESCRIPTION	PHASING	STP URBAN (STPU)	MT. AIR CONGESTION INITIATIVE (MACI)	EARMARKS (NCPD, DEMO, MT)	SURFACE TRANSPORTATION ENHANCEMENT (STE)		NATIONAL HWY	HSIP/UPP	TRANSIT SEC 5307	TRANSIT SEC 5309	TRANSIT SEC 5310 **	TRANSIT SEC 5316	TRANSIT 5317	TRANSADE	OTHER FUNDS*	TOTAL
							SYSTEM (NHS)									
							INTERSTATE									
							MAINTENANCE									
					CITY	COUNTY										
Estimated carryover balance		\$ 3,685,566	\$ 2,994,615	\$ 23,753,865	\$ -	\$ -										
Estimated allocation		\$ 2,587,036	\$ 835,170	\$ -	\$493,249	\$195,006		\$ 687,814	\$ 1,711,588	\$ -	\$ 125,000	\$ 150,000	\$ 65,000	\$ 70,000	\$ 3,556,738	
Estimated beginning balance		\$ 6,272,602	\$ 3,829,785	\$ 23,753,865												
SF069-SIGNAL-N FRONTAGE ROAD	CONST							\$ 687,814								\$ 687,814
TRANSIT OPERATING (7/11-6/12)	OPERATING								\$ 1,711,588						\$ 3,401,738	\$ 5,113,326
VEHICLE PURCHASES	PURCHASE										\$ 125,000					\$ 125,000
MET SPECIALIZED TRANS	OPERATING											\$ 150,000	\$ 65,000	\$ 60,000	\$ 155,000	\$ 430,000
																\$ -
																\$ -
																\$ -
																\$ -
																\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 687,814	\$ 1,711,588	\$ -	\$ 125,000	\$ 150,000	\$ 65,000	\$ 70,000	\$ 3,556,738	\$ 6,356,140
*LOCAL MATCH FOR TRANSIT **DEPENDENT ON FUNDING AND APPLICATION APPROVALS BY MDT																

(Table 10) - HIGHWAY/TRANSIT MULTI-YEAR IMPROVEMENT PROGRAM FISCAL YEAR 2013																
BILLINGS, MONTANA																
PROJECT DESCRIPTION	PHASING	STP URBAN (STPU)	MT. AIR CONGESTION INITIATIVE (MACI)	EARMARKS (MT, NCPD DEMO)	SURFACE TRANSPORTATION ENHANCEMENT (STPE)		NATIONAL HWY SYSTEM (NHS) INTERSTATE MAINTENANCE (IM)	HSIP UPP	TRANSIT SEC 5307	TRANSIT SEC 5309	TRANSIT SEC 5310**	TRANSIT SEC 5316	TRANSIT SEC 5317	TRANSAD	OTHER FUNDS*	TOTAL
					CITY	COUNTY										
Estimated carryover balance		\$ 6,272,602	\$ 3,829,785	\$ 23,753,865												
Estimated allocation		\$ 2,587,036	\$ 835,170		\$ 493,249	\$ 195,006	\$ -	\$ -	\$ 1,795,456	\$ -	\$ 125,000	\$ 150,000	\$ 65,000	\$ 70,000	\$ 3,511,830	
Estimated beginning balance		\$ 8,859,638	\$ 4,664,955	\$ 23,753,865												
TRANSIT OPERATING (7/12-6/13)									\$ 1,795,456						\$ 3,305,486	\$ 5,100,942
REPLACEMENT VEHICLES											\$ 125,000				\$ 51,344	\$ 176,344
MET SPECIALIZED TRANS.-OPERATING												\$ 150,000	\$ 65,000	\$ 70,000	\$ 155,000	\$ 440,000
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,795,456	\$ -	\$ 125,000	\$ 150,000	\$ 65,000	\$ 70,000	\$ 3,511,830	\$ 5,717,286
* LOCAL MATCH FOR TRANSIT																
** DEPENDENT ON FUNDING AND APPLICATION APPROVALS BY MDT																

(Table 11) - HIGHWAY/TRANSIT MULTI-YEAR IMPROVEMENT PROGRAM FISCAL YEAR 2014																
BILLINGS, MONTANA																
PROJECT DESCRIPTION	PHASING	STP URBAN (STPU)	MT. AIR CONGESTION INITIATIVE (MACI)	EARMARKS (MT, NCPD,DEMO)	SURFACE TRANSPORTATION ENHANCEMENT (STE)		NATIONAL HIGHWAY SYSTEM (NHS) ALSO IM	HSIP UPP	TRANSIT SEC 5307	TRANSIT SEC 5309	TRANSIT SEC 5310**	TRANSIT SEC 5316	TRANSIT SEC 5317	TRANSADA	OTHER FUNDS*	TOTAL
					CITY	COUNTY										
Estimated carryover balance		\$ 8,859,638	\$ 4,664,955	\$ 23,753,865			\$ -	\$-	\$ 1,883,433	\$ -	\$ 125,000	\$ 150,000	\$ 65,000	\$ 70,000	\$ 3,509,771	
Estimated allocation		\$ 2,587,036	\$ 835,170		\$493,249	\$ 195,006										
Estimated beginning balance		\$ 11,446,674	\$ 5,500,125	\$ 23,753,865												
TRANSIT OPERATING (7/13-6/14)	Operating								\$ 1,883,433						\$ 3,354,771	\$ 5,238,204
VEHICLE REPLACEMENTS**	Purchase										\$ 125,000					\$ 125,000
MET SPECIALIZED TRANS.-OPERATING**	Operating											150,000	65,000	\$ 70,000	\$ 155,000	\$ 440,000
TOTAL		\$ -	\$ -	\$ -			\$ -	\$-	\$ 1,883,433	\$ -	\$ 125,000	\$ 150,000	\$ 65,000	\$ 70,000	\$ 3,509,771	\$ 5,803,204
*LOCAL MATCH FOR TRANSIT **DEPENDENT ON FUNDING AND APPLICATION APPROVALS BY MDT																

(Table 12) - BIENNIAL ELEMENT OCTOBER 1, 2009 - SEPTEMBER 30, 2011 (HIGHWAY) BILLINGS, MONTANA							
PROJECT/PHASE	PROJECT NUMBER	PROJECT DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL FUNDS AND SOURCES	NON-FEDERAL FUNDS AND SOURCES	RECIPIENT OF FUNDS	RESPONSIBLE IMPLEMENTING AGENCY
RIMROCK ROAD (SHILOH-54TH) (CONST.)	CM 1034(1)	CONSTRUCTION	150,000	129,870 FHWA	20,130 STATE MATCH	MDT	MDT
6TH AVE. N TO BENCH BLVD. CONNECTION (Add'l PE)	CM 1099 (32)	NEW CONSTRUCTION	202,909	175,679 FHWA	27,230 LOCAL MATCH	MDT	MDT
6TH AVE. N TO BENCH BLVD. CONNECTION (RW)	CM 1099 (32)	NEW CONSTRUCTION	1,470,000	1,272,726 FHWA	197,274 LOCAL MATCH	MDT	MDT
PARKHILL/13TH INTERSECTION (IC/CONST)	HSIP 1099 51	INTERSECTION IMPROVEMENTS	746,030	671,427 FHWA	74,603 STATE MATCH	MDT	MDT
SIGNAL-SO FRONTAGE & ZOO DRIVE (CONST.)	HSIP 1011(5)	SIGNAL	265,002	238,502 FHWA	26,500 STATE MATCH	MDT	MDT
	IM 1011(5)	SIGNAL	265,045	241,827 FHWA	23,218 STATE MATCH	MDT	MDT
SF099 GRAND-DIVISION 17TH-SIGNAL (PE)	HSIP1004	INT UPGRADE/SIGNAL	29,000	26,100 FHWA	2,900 STATE MATCH	MDT	MDT
GRAND-DIVISION TO 8TH (PE)	UPP 1004(9)	OVERLAY/COLD MILL	41,118	35,600 FHWA	5,518 STATE MATCH	MDT	MDT
MOSSMAIN INTERCHANGE E. (IC/CONST.)	IM 90-8 (155)	REHAB/SAFETY	7,269,802	6,632,967 FHWA	636,835 STATE MATCH	MDT	MDT
2002 SAFTY IMPROVEMENTS (CONST.)	HSIP 1099(43)	SAFETY IMPRVMTS	1,027,706	924,935 FHWA	102,771 STATE/LOCAL MATCH	MDT	MDT
CTEP PROJECTS (IC/CONST.)	STPE VARIOUS	LISTED BELOW *		FHWA	LOCAL MATCH	MDT	MDT
CTEP PROJECTS-ARRA FUNDING (CONST.)	ARRA	CONSTRUCTION	1,000,000	1,000,000 FHWA	0	MDT	MDT
6TH AVE N. TO BENCH BLVD CONNECTION (IC, CONST.)	MT 1099(32)	NEW CONSTRUCTION	7,701,490	6,667,950 FHWA	1,033,540 LOCAL MATCH	MDT	MDT
BENCH BLVD-BILLINGS (Add'l PE)	MT 1036(1)	RECONSTRUCTION	350,000	303,030	46,970	MDT	MDT
BILLINGS-NORTH (CONST.)	NH 16-1(20)3	PAVEMENT PRESERVATION	2,652,900	2,296,881	356,019	MDT	MDT
PINEHILLS INT SE (CONST.)	IM 90-8(158)457	MINOR REHAB	6,779,900	6,185,981	593,919	MDT	MDT
GRAND-DIVISION TO 8TH (CONST.)	UPP 1004(9)	CONSTRUCTION	516,136	464,522 FHWA	45,214 STATE MATCH	MDT	MDT
OPERATION AND MAINTENANCE - STATE (PE/CONST.)	N/A	OP./MAINT.	446,000	0 FHWA	446,000 STATE	MDT	MDT
OPERATION AND MAINTENANCE - LOCAL (PE/CONST.)	N/A	OP./MAINT.	225,000	0 FHWA	225,000 LOCAL	MDT	MDT

(Table 13) - BIENNIAL ELEMENT JULY 1, 2009-JUNE 30, 2011 (TRANSIT)					
BILLINGS MONTANA					
PROJECT/FUNDING SOURCE	TOTAL EST COST	FEDERAL FUNDS AND SOURCES	NON-FEDERAL FUNDS AND SOURCES	RECIPIENT OF FUNDS	RESPONSIBLE IMPLEMENTING AGENCY
FTA SECTION 5307					
OPERATING PROJECT (7-1-09 TO 6-30-10)	4,861,208	1,555,722	3,305,486	CITY	CITY
OPERATING PROJECT (7-1-10 TO 6-30-11)	4,987,279	1,633,507	3,353,772	CITY	CITY
FTA SECTION 5309					
BILLINGS BUS/MED. FACILITY (DEACONESS) (2007)	3,036,806	2,429,445	607,361	TBD	TBD
MET PARATRANSIT SERVICES-2010	308,750	247,000	61,750	CITY	CITY
FTA SECTION 5310*					
REPLACEMENT VEHICLES(2010)	138,070	110,456	27,614	STATE	VARIOUS LOCAL
REPLACEMENT VEHICLES (2011)	125,000	100,000	25,000	STATE	VARIOUS LOCAL
TRANSADE*					
MET SPECIALIZED TRANSIT OPERATING-2010	355,325	200,000	155,325	CITY	CITY
MET SPECIALIZED TRANSIT OPERATING-2011	462,963	250,000	212,963	CITY	CITY
FTA SECTION 5316					
JARC OPERATING-2010	150,000	75,000	75,000	CITY	CITY
JARC OPERATING-2011	150,000	75,000	75,000	CITY	CITY
FTA SECTION 5317					
OPERATING-2010	130,000	65,000	65,000	CITY	CITY
OPERATING-2011	130,000	65,000	65,000	CITY	CITY
*Dependent on Funding & Application Approvals by MDT	**Funding To Be Determined				

Date: 05/24/2010

TITLE: Second & Final Reading Ordinance Adopting International Fire Code (IFC), 2009 Edition, as the Billings Fire Code

PRESENTED BY: Paul Dextras

Department: Fire

Information

PROBLEM/ISSUE STATEMENT

A public hearing and first reading were held at the City Council meeting of May 10, 2010. The City of Billings uses the 2006 edition of the International Fire Code (IFC). The International Code Council (ICC) publishes the IFC in three year cycles. During the code cycle, the code is brought up-to-date through the review of proposed changes submitted by code enforcing officials, industry representatives, design professionals, and other interested parties. Proposed changes are carefully considered through an open code development process in which all interested and affected parties may participate. To keep up with changes in technology, construction methods, current fire and life safety practices, as well as other adopted codes published by the ICC, it is essential that the City of Billings adopt the 2009 edition of the IFC.

ALTERNATIVES ANALYZED

There are two model fire codes in the United States from which to choose; the National Fire Protection Association/Uniform Fire Code (NFPA1/UFC) and the International Fire Code (IFC). Pros and cons to the adoption of either code have been analyzed and are presented as follows:

Alternative 1, Adoption of IFC

Pros:

- The IFC is a 'companion code' and, therefore, directly and seamlessly correlates to the other currently adopted International Codes.
- Of the nine (9) Codes which govern construction statewide, seven (7) are International Codes. Adoption of the 2009 edition of the IFC will provide seamless correlation between a family of codes.
- Private industry, including architects and engineers, support the adoption of the IFC.
- The Fire Prevention Bureau staff has already attended training on the 2009 edition of the IFC and is prepared to implement it immediately.
- The State Fire Marshal's Office has already adopted the 2009 edition of the IFC. Other jurisdictions are in the process of doing so at this time.

Cons:

- Adoption of 2009 edition of the IFC will create non-conformity between Billings and other fire jurisdictions within the state which still use the NFPA1/UFC. However, the State Fire Marshal's Office has already adopted the IFC and other jurisdictions are currently in the process of doing the same. This should be a non-issue within a year.

Alternative 2, Adoption of NFPA1/UFC

Pros:

- At this time, some fire jurisdictions are still utilizing the NFPA1/UFC. For a short time, there will be some inconsistency concerning the adopted fire code throughout the state. However, most jurisdictions have already adopted or are planning to adopt the 2009 edition of the IFC.

Cons:

- NFPA1/UFC is not a 'companion code' to the International Codes which control most of the construction in this state. This has proved to cause difficulties and increased workload for City agencies and private industry.

FINANCIAL IMPACT

The financial impact of adopting the 2009 edition of the IFC will be primarily in the cost of developing and printing new inspection forms and purchasing code materials. The cost is estimated at \$3,500.00.

BACKGROUND

Over the years, the City of Billings has adopted many fire codes. Typically, the adopted fire code is a companion code to the building code. In 2005, the City adopted NFPA1/UFC. This fire code was not a companion code with the building code. The building code typically controls new construction in Montana. NFPA1/UFC did not mesh well with the building code and caused Fire Prevention Bureau staff as well as private industry much grief while working in both documents. Inconsistencies between the two codes included different terminology, different and missing occupancy classifications, references to specific sections that did not exist, as well as many other problems.

In 2007, the City adopted the 2006 edition of the IFC. This code is a companion code to the building code, residential code, mechanical code, as well as other International Codes that are adopted at the state and local levels for new construction. Adopting the IFC proved to be beneficial to everyone involved in new construction, as well as code enforcement in existing buildings. Fire Prevention Bureau staff saw an immediate increase in productivity due to the seamless compatibility with the building code. Adopting the 2009 edition of the IFC will continue the successful progression of fire code enforcement within the City of Billings. The State Fire Marshal's Office has already adopted this code and many other local jurisdictions have or are in the process of adopting the 2009 edition of the IFC.

STAKEHOLDERS

The stakeholders associated with the adoption of the 2009 edition of the IFC include: the Billings Fire Department, Building Department, City of Billings, property and business owners, and design professionals including contractors, fire protection system installers, architects, and engineers. Government and private industry will both benefit from the adoption of the IFC. In the near future, the entire state will have adopted the 2009 edition of the IFC and everyone will benefit by working with a fire code that is compatible with other currently adopted construction codes.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

The State Department of Labor and Industry, Building Codes Division is in the process of adopting the 2009 edition of the International Building Code (IBC). When the State adopts this code, local building departments will be required to adopt it as well. The 2009 edition of the IBC is slated for adoption in July of 2010. Adoption of the 2009 edition of the IFC will insure consistency with adopted policies and plans.

RECOMMENDATION

Staff recommends that, in order to maintain the ability to correlate fire codes with the provisions of other adopted construction codes, as well as to provide the City of Billings with a reasonable level of regulation to safeguard life and property from fire and other life-threatening conditions, the Billings City Council adopts the 2009 edition of the International Fire Code. In accordance with MCA 7-1-105, the 2009 edition of the IFC will be effective July 1, 2010, more than 30 days after second reading and final adoption. From the date of second reading and final adoption until the effective date (July 1, 2010), industry may choose to have plans and premises reviewed under either the 2006 edition of the IFC or under the 2009 edition of the IFC. During this period, use of the 2009 edition of the IFC is recommended. However, the option to choose either code is available to the applicant.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Proposed Ordinance for 2009 IFC Adoption](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING FOR THE REPEAL OF SECTION 14-301 AND REPLACING IT WITH A NEW SECTION 14-301; PROVIDING FOR THE ADOPTION OF THE 2009 EDITION OF THE INTERNATIONAL FIRE CODE AND CERTAIN AMENDMENTS; SETTING PENALTIES

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

Section 1. That Section 14-301 of the Billings, Montana City Code entitled “Adoption by reference of the 2006 edition of the International Fire Code,” is hereby repealed and declared null and void and of no effect.

Section 2. That the Billings, Montana City Code be amended by adding a new section 14-301, to read as follows:

Sec. 14-301. Adoption by reference of the 2009 edition of the International Fire Code.

(a) The International Fire Code, 2009 edition, including Appendices “B” and “C” as published by the International Code Council, is adopted by reference as the fire code of the city. It regulates and governs the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; provides for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the city clerk are hereby referred to, adopted, and made a part hereof, as if fully set out, with the additions, insertions, deletions and changes, if any, set by ordinance.

(b) The following sections of the Fire Code are hereby revised as follows:

Section 101.1. Insert: *[City of Billings, Montana]* so that such section shall read as follows:

“101.1 Title. These regulations shall be known as the *Fire Code* of the City of Billings, Montana, hereinafter referred to as “this code.”

Section 108 Board Of Appeals. Delete: Entire section including 108.1, 108.2, and 108.3.

Section 109.3. Insert: *[Misdemeanor, \$500.00, 6 months]* so that such section shall read as follows:

“109.3 Violation penalties. *Persons* who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the *approved construction documents* or directive of the *fire code official*, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than \$500.00 or by imprisonment not exceeding 6 months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.”

Section 111.4. Insert: *[not less than \$100.00 or more than \$500.00]* so that such section shall read as follows:

“111.4 Failure to comply. Any *person* who shall continue any work after having been served with a stop work order, except such work as that *person* is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than \$100.00 or more than \$500.00.”

903.3.5 Water Supplies. Insert: *[A minimum safety factor of 10% but not less than 5 psi shall be provided in any automatic sprinkler system hydraulic calculation.]* so that such section shall read as follows:

“903.3.5 Water supplies. Water supplies for *automatic sprinkler systems* shall comply with this section and the standards referenced in Section 903.3.1. A minimum safety factor of 10% but not less than 5 psi shall be provided in any automatic sprinkler system hydraulic calculation. The potable water supply shall be protected against backflow in accordance with the requirements of this section and the *International Plumbing Code*.”

Section 906.1. Delete the *Exception to Section 906.1 in paragraph #1*, so that such section shall read as follows:

“906.1 Where required.

Portable fire extinguishers shall be installed in the following locations.

1. In new and existing Group A, B, E, F, H, I, M, R-1, R-2, R-4 and S occupancies.
2. Within 30 feet (9144 mm) of commercial cooking equipment.
3. In areas where flammable or *combustible liquids* are stored, used or dispensed.
4. On each floor of structures under construction, except Group R-3 occupancies, in accordance with Section 1415.1.
5. Where required by the sections indicated in Table 906.1.
6. Special-hazard areas, including but not limited to laboratories, computer rooms and generator rooms, where required by the *fire code official*.

Table 906.1

... ”

Section 907.7.5. Insert: *[When required by the fire code official, non-required fire alarm systems shall be monitored by an approved supervising station in accordance with NFPA 72.]* so that such section shall read as follows:

“907.7.5 Monitoring. Fire alarm systems required by this chapter or by the *International Building Code* shall be monitored by an approved supervising station in accordance with NFPA 72. When required by the *fire code official*, non-required fire alarm systems shall be monitored by an approved supervising station in accordance with NFPA 72.

Exception: Monitoring by a supervising station is not required for:

1. Single- and multiple-station smoke alarms required by Section 907.2.11.
2. Smoke detectors in Group I-3 occupancies.
3. *Automatic sprinkler systems* in one- and two-family dwellings.”

1030.3 Obstructions. Insert: *[Exit doors shall not be locked, chained, bolted, barred, or otherwise rendered unusable. All locking devices shall be of an approved type.]* so that such section shall read as follows:

“1030.3 Obstructions. A means of egress shall be free from obstructions that would prevent its use, including the accumulation of snow and ice. Exit doors shall not be locked, chained, bolted, barred, or otherwise rendered unusable. All locking devices shall be of an approved type.”

- (c) That the geographic limits referred to in certain sections of the 2009 International Fire Code are hereby established as follows:

“Section 3404.2.9.6.1 Locations where above-ground tanks are prohibited. Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the limits established by the City of Billings and Yellowstone County Unified Zoning Regulations.”

“Section 3406.2.4.4 Locations where above-ground tanks are prohibited. The storage of Class I and II liquids in above-ground tanks is prohibited within the limits established by the City of Billings and Yellowstone County Unified Zoning Regulations.”

“Section 3506.2 Limitations. Storage of flammable *cryogenic fluids* in stationary containers outside of buildings is prohibited within the limits established by the City of Billings and Yellowstone County Unified Zoning Regulations.”

“Section 3804.2. Maximum capacity within established limits. Locations where the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas. Storage of liquefied petroleum gas in above-ground tanks outside of buildings is restricted within the limits established by the City of Billings and Yellowstone County Unified Zoning Regulations.”

Section 3. EFFECTIVE DATE. This ordinance shall be effective on July 1, 2010, which is more than the required thirty (30) days after second reading and final adoption provided by law.

Section 4. REPEALER. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 5. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

Section 6. PUBLICATION OF NOTICE OF INTENT TO ADOPT THE 2009 INTERNATIONAL FIRE CODE BY REFERENCE. Notice of the intent to adopt the 2009 International Fire Code by reference shall be published both before first reading and public hearing and after first reading and prior to final adoption of the code. At least one copy of the code shall be filed in the Office of the City Clerk and be kept there, available for public use, inspection, and examination, for a period of thirty (30) days prior to final adoption of the ordinance.

Section 7. Nothing in this ordinance or in the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in *Section 1* of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

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

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

CITY OF BILLINGS

By _____
Mayor

ATTEST:

By _____
City Clerk

Date: 05/24/2010

TITLE: Final Plat of ZooMontana Subdivision

PRESENTED BY: Candi Beaudry

Department: Planning & Community

Services

Information

PROBLEM/ISSUE STATEMENT

The final plat for ZooMontana Subdivision is being presented to Council for approval. On February 3, 2010, City staff held a pre-application meeting with the applicant to discuss the creation of a two-lot subdivision of 62.7-acres of land. It was determined at that time that the subdivision qualifies for the expedited plat review process, which allows, under certain conditions, subdivisions creating just two lots to proceed straight to final plat review. The subject property is the site of the zoological park at the corner of Zoo Drive and Shiloh Road, and is zoned Public (P). One of the new lots has the visitors' center on it, while the other contains the remaining zoo property. The property owners are ZooMontana, Inc., and the agent is Sanderson Stewart. A similar proposal was approved in 2008, but was never filed with the County Clerk & Recorder, and has since expired. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

ALTERNATIVES ANALYZED

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

FINANCIAL IMPACT

Should the City Council approve the final plat, the City street, storm, etc. assessments on the subject property will be reconfigured. Since the large lot will be considered "vacant", this land division may slightly reduce assessment revenues for the City.

RECOMMENDATION

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

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Final Plat](#)

Regular City Council Meeting

Consent : 1.Q.1.

Date: 05/24/2010

TITLE: Payment of Claims April 23, 2010.

PRESENTED BY: Pat M. Weber, Financial
Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,196,574.34 have been audited and are presented for your approval for payment. A complete listing of the claims dated April 23, 2010, is available in the Finance Department.

ALTERNATIVES ANALYZED

The Council may:

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

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: List of claims greater than \$2500.

PROGRAM: GM350L

MINIMUM AMOUNT: 2,500.00

CITY OF BILLINGS

FROM 04/23/2010 TO 04/23/2010

BANK CODE

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
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630-1753-485.73-10	04/21/2010	MISC SERVICES	23269	274182	10/2010	4,325.01	
04/23/2010	731552	ADB ALNACO	8415			10,633.83	
561-7113-711.36-60	04/21/2010	MISC SERVICES	9077182	274074	10/2010	10,633.83	
04/23/2010	731564	BAYNE MACHINE WORKS	16276			3,061.20	
541-3122-435.23-20	04/20/2010	MP	70553	274135	10/2010	3,061.20	
04/23/2010	731577	CDW GOVERNMENT INC	9234			2,950.00	
620-1911-482.53-15	04/22/2010	MISC SERVICES	SHJ2610	273808	10/2010	2,950.00	
04/23/2010	731580	CHEMGUARD INC	13264			4,653.00	
561-7115-711.22-90	04/20/2010	MISC SERVICES	0062929-IN	273777	10/2010	4,653.00	
04/23/2010	731583	COMMUNITY SOLUTIONS INC	18339			5,496.00	
245-1257-412.35-81	04/14/2010	PROBATION BAMHC	2010-10	274033	10/2010	5,400.00	
246-1253-412.35-90	04/14/2010	PROBATION BAMHC	2010-10	274033	10/2010	96.00	
04/23/2010	731589	CUMMINS ROCKY MOUNTAIN LLC	924			3,642.06	
571-7144-713.23-20	04/19/2010	MP	004-2193	274094	10/2010	30.66	
541-3122-435.23-20	04/19/2010	MP	004-2380	274094	10/2010	65.52	
541-3122-435.23-20	04/19/2010	MP	004-2727	274094	10/2010	20.53	
541-3122-435.23-20	04/21/2010	MP	004-3402	274179	10/2010	2,380.95	
541-3122-435.23-20	04/21/2010	MP	004-1395	274187	10/2010	32.76	
541-3122-435.23-20	04/21/2010	MP	004-473	274187	10/2010	248.29	
541-3122-435.23-20	04/21/2010	MP	004-483	274187	10/2010	1.46	
541-3122-435.23-20	04/21/2010	MP	004-567	274187	10/2010	850.61	
541-3122-435.23-20	04/21/2010	MP	004-99846	274187	10/2010	11.28	
04/23/2010	731592	DELL COMPUTER L P	13426			9,239.03	
240-4301-419.29-25	04/21/2010	XDNWJ21P4	XDP54PPW7	273043	10/2010	2,489.08	
571-7141-713.29-25	04/22/2010	MISC SERVICES	XDR345J91	273935	10/2010	6,749.95	
04/23/2010	731595	DORSEY & WHITNEY LLP	8347			10,200.00	
462-3161-431.55-10	04/21/2010	MISC SERVICES	1644991	274158	10/2010	2,000.00	
845-3186-431.35-90	04/21/2010	MISC SERVICES	1644997	274158	10/2010	5,700.00	
670-3141-489.35-90	04/21/2010	MISC SERVICES	1645006	274158	10/2010	2,500.00	
04/23/2010	731597	DOWNTOWN BILLINGS PARTNERSHIP	13457			27,921.75	
203-1513-466.79-46	04/21/2010	PRIOR YEAR ENCUMBRANCES	FINAL	267513	10/2010	24,645.00	
203-1513-466.35-47	04/21/2010	MISC SERVICES	20	274153	10/2010	3,276.75	
04/23/2010	731604	FIRST INTERSTATE BANK	1303			5,779.59	
723-6595-465.62-00	04/22/2010	MISC SERVICES	1100216095	274225	10/2010	5,779.59	
04/23/2010	731606	GALLES FILTER SERVICE	1397			4,407.58	
601-0000-141.71-41	03/02/2010	MP	200207		09/2010	125.89	
502-7400-603.24-50	03/02/2010	NONSTOCKING ITEMS-P.U.D.	200277	271388	09/2010	214.35	

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601-0000-141.00-00	03/07/2010	MP	200396		09/2010	249.24	
541-3122-435.23-20	03/07/2010	MP	200282	271388	09/2010	5.39	
211-3134-433.23-20	03/07/2010	MP	200356	271388	09/2010	24.86	
211-3132-433.23-20	03/10/2010	MP	200415	271388	09/2010	4.92	
601-0000-141.00-00	03/12/2010	MP	200434		09/2010	31.47	
601-0000-141.00-00	03/12/2010	MP	200551		09/2010	309.51	
211-3132-433.23-20	03/12/2010	MP	200434	271388	09/2010	40.55	
601-0000-141.00-00	03/16/2010	MP	200779		09/2010	406.80	
601-0000-141.00-00	03/16/2010	MP	200920		09/2010	10.40	
601-0000-141.00-00	03/16/2010	MP	200920		09/2010	10.81	
211-3134-433.23-20	03/16/2010	MP	200920	271388	09/2010	19.94	
502-7400-603.23-20	03/17/2010	NONSTOCKING ITEMS-P.U.D.	201048	271388	09/2010	251.75	
601-0000-141.00-00	03/18/2010	MP	201373		09/2010	396.75	
211-3134-433.23-20	03/18/2010	MP	201340	271388	09/2010	14.88	
601-0000-141.00-00	03/25/2010	MP	201659		09/2010	284.41	
502-7400-603.23-20	03/29/2010	NONSTOCKING ITEMS-P.U.D.	201940	271388	09/2010	72.36	
601-0000-141.71-41	04/01/2010	MP	201375		10/2010	173.28	
601-0000-141.71-41	04/01/2010	MP	5804		10/2010	199.78	
601-0000-141.00-00	04/05/2010	MP	200960		10/2010	418.28	
601-0000-141.00-00	04/05/2010	MP	201226		10/2010	322.31	
541-3122-435.23-20	04/05/2010	MP	200847	271388	10/2010	58.65	
211-3134-433.23-20	04/05/2010	MP	201196	271388	10/2010	30.47	
541-3122-435.23-20	04/05/2010	MP	201210	271388	10/2010	4.31	
211-3134-433.23-20	04/05/2010	MP	201328	271388	10/2010	31.95	
150-2226-422.23-20	04/05/2010	MP	201405	271388	10/2010	10.11	
211-3134-433.23-20	04/05/2010	MP	201468	271388	10/2010	7.30	
209-4452-428.23-20	04/05/2010	MP	201812	271388	10/2010	13.64	
211-3132-433.23-20	04/05/2010	MP	201812	271388	10/2010	3.97	
601-0000-141.00-00	04/06/2010	MP	202087		10/2010	275.69	
211-3132-433.23-20	04/14/2010	MISC SERVICES	201914	273463	10/2010	252.92	
150-2112-421.23-20	04/20/2010	MP	200248	271388	10/2010	37.03-	
04/23/2010	731609	GENERAL ELECTRIC CAPITAL CORP	19598			9,370.42	
150-2150-421.62-00	04/22/2010	MISC SERVICES	71862710 INT	274233	10/2010	376.33	
150-2150-421.61-00	04/22/2010	MISC SERVICES	71871172	274233	10/2010	4,308.88	
150-2150-421.62-00	04/22/2010	MISC SERVICES	71871172 INT	274233	10/2010	376.33	
150-2150-421.61-00	04/22/2010	MISC SERVICES	71871172 PYMNT	274233	10/2010	4,308.88	
04/23/2010	731614	HDR INC	1544			137,762.43	
416-7493-603.92-20	04/20/2010	WO0426 ZONE 4&5 RESERVRS	38/176808-H	247294	10/2010	14,739.32	
416-7493-603.92-20	04/20/2010	WO0426 ZONE 4& 5 RESERVRS	39/190209-H	247294	10/2010	15,890.93	
416-7493-603.93-40	04/20/2010	PL0049 WTR SYS EMRG POWER	16/0.00	249305	10/2010	4,914.28	
416-7493-603.93-40	04/20/2010	PL0049 WTR SYS EMRG POWER	17/184398-H	249305	10/2010	1,744.76	
840-3184-431.93-10	04/20/2010	WO0709 BLGS STRMWTR MASTR	30/191478-H	251610	10/2010	965.83	
416-7493-603.93-40	04/20/2010	WO0622 L-STRUCTURE IMPRV	22/176812-H	254914	10/2010	2,314.79	
421-8493-623.93-40	04/20/2010	WO0822 WWTP DISINFEC SYS	12/176816-H	263835	10/2010	43,960.98	
421-8493-623.93-40	04/20/2010	WO0822 WWTP DISINFEC SYS	13/184431-H	263835	10/2010	12,954.65	
421-8493-623.93-40	04/20/2010	WO0822 WWTP DISINFEC SYS	14/192002-H	263835	10/2010	10,057.23	
513-8491-623.93-90	04/20/2010	WO0908 WWTP WTR LINE REPL	10/191477-H	266958	10/2010	7,314.41	

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502-7211-601.35-40	04/20/2010	WO0916 WTP/WWTP ELEC	6/190878-H	267012	10/2010	2,488.21	
512-8211-621.35-40	04/20/2010	WO0916 WTP/WWTP ELEC	6/190878-H	267012	10/2010	2,488.20	
513-8491-623.93-90	04/20/2010	WO1009 WWTP T-5 TRANFRMR	2/1190882-H	273263	10/2010	8,763.27	
503-7491-603.93-90	04/20/2010	WO1011 WTP HIGH SRVC PUMP	1	273326	10/2010	9,165.57	
04/23/2010 731615		HKM ENGINEERING INC	10883			3,518.05	
840-3184-431.93-10	04/20/2010	WO0821 LAKE ELMO DRIVE	15/02M0.2543601	261940	10/2010	3,518.05	
04/23/2010 731618		IAFF	20196			4,189.05	
900-0000-209.99-20	04/23/2010	PAYROLL SUMMARY	20100423		10/2010	4,189.05	
04/23/2010 731623		INTERSTATE POWERSYSTEMS	17926			3,476.35	
571-7144-713.23-20	03/05/2010	MP	13045.1	273044	09/2010	1,130.54	
571-7144-713.23-20	04/20/2010	MP	13234-01	274118	10/2010	1,133.01	
571-7144-713.23-20	04/20/2010	MP	13379.01	274118	10/2010	1,212.80	
04/23/2010 731627		KADRMAS LEE & JACKSON	14850			98,041.01	
845-3186-431.93-10	04/20/2010	WO0412 ALKALI CREEK ROAD	10/109853	259114	10/2010	23,827.09	
845-3186-431.93-10	04/20/2010	WO0412 ALKALI CREEK RE	4/1109854	259114	10/2010	32,201.79	
845-3186-431.93-10	04/20/2010	WO0412 ALKALI CREEK ROAD	9/109127	259114	10/2010	17,057.89	
503-7591-609.93-40	04/20/2010	WO0911 RIMROCK 17TH/REHBG	108926/109852	268015	10/2010	3,867.90	
840-3184-431.93-10	04/20/2010	WO0911 RIMROCK 17TH/REHBG	108926/109852	268015	10/2010	6,038.93	
845-3186-431.93-10	04/20/2010	WO0911 RIMROCK 17TH/REHBG	108926/109852	268015	10/2010	15,047.41	
04/23/2010 731629		KEITH CONSOLIDATED INDUSTRIAL	17447			38,640.00	
407-7128-711.94-97	04/21/2010	MISC SERVICES	6984	273387	10/2010	38,640.00	
04/23/2010 731632		KUNNEMANN KONRAD	2067			3,334.60	
150-2120-421.21-20	04/20/2010	READY SET MOUNTS FROM COS	MOUNTS/SD CARD	F10832	10/2010	119.98	
150-2120-421.26-10	04/20/2010	SD CARD & CANON POWERSHOT	MOUNTS/SD CARD	F10832	10/2010	2,219.94	
253-2124-421.21-20	04/22/2010	COSTCO PURCHASE 042110 IC	DVD-R COSTCO	F10841	10/2010	994.68	
04/23/2010 731634		LAND DESIGN INC	15918			4,092.50	
502-7211-601.35-40	04/20/2010	WATER CONSERVATION MAILER	3	270793	10/2010	1,597.50	
840-3184-431.35-90	04/20/2010	RIMPOINT PARK	2009-142	274054	10/2010	2,495.00	
04/23/2010 731635		LANGLAS & ASSOCIATES INC	7004			144,362.99	
411-7151-713.92-90	04/19/2010	MISC SERVICES	273902A-1	273902	10/2010	26,849.40	
411-7151-713.92-90	04/19/2010	MISC SERVICES	273902B-1	273902	10/2010	87,211.62	
411-7151-713.92-90	04/20/2010	MISC SERVICES	273902-1	273902	10/2010	1,491.63	
414-1519-493.92-24	04/22/2010	P1 ELEVATOR	04172010	268693	10/2010	28,810.34	
04/23/2010 731641		M & K BLUE ONE LLC	20985			38,018.00	
513-8591-625.93-40	04/20/2010	WO1095 COMPENSATION AGREE	P-610	274060	10/2010	38,018.00	
04/23/2010 731656		MONTANA STATE FIREMAN'S ASSOC	20195			2,621.36	
900-0000-209.99-24	04/23/2010	PAYROLL SUMMARY	20100423		10/2010	2,621.36	
04/23/2010 731657		MORRISON MAIERLE INC	2572			119,332.59	
407-7128-711.93-97	04/20/2010	MISC SERVICES	100528/529	274011	10/2010	42,692.51	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
407-7128-711.93-97	04/20/2010	MISC SERVICES	100530/531	274012	10/2010	76,640.08	
04/23/2010	731664	NEXTX COMMUNICATIONS INC	20952			11,707.50	
260-5518-455.36-90	04/21/2010	LIBRARY NETWORK	INV 847	274159	10/2010	5,015.00	
260-5518-455.36-90	04/21/2010	MISC SERVICES	INV 849	274159	10/2010	2,635.00	
260-5518-455.36-90	04/21/2010	MISC SERVICES	INV 948	274159	10/2010	4,057.50	
04/23/2010	731667	NORTHWESTERN ENERGY	15771			15,046.57	
561-7113-711.34-10	04/19/2010	0100483-7	041910	F10811	10/2010	2,374.41	
561-7113-711.34-10	04/19/2010	0100484-5	041910	F10811	10/2010	2,171.64	
561-7113-711.34-10	04/19/2010	1647695-4	041910	F10811	10/2010	30.85	
561-7117-711.34-10	04/19/2010	1669567-8	041910	F10811	10/2010	512.56	
561-7117-711.34-10	04/19/2010	1264299-7	041910	F10811	10/2010	509.68	
561-7117-711.34-10	04/19/2010	1341288-7	041910	F10811	10/2010	288.05	
561-7117-711.34-10	04/19/2010	1341289-5	041910	F10811	10/2010	28.91	
561-7117-711.34-10	04/19/2010	1341291-1	041910	F10811	10/2010	280.38	
561-7117-711.34-10	04/19/2010	1341295-2	041910	F10811	10/2010	439.54	
607-2235-486.34-10	04/23/2010	NW FIRE	07215809		10/2010	199.27	
211-3137-433.34-10	04/23/2010	NW PUBLIC WORKS	07240575		10/2010	148.78	
211-3133-433.34-10	04/23/2010	NW PUBLIC WORKS	08554040		10/2010	8.45	
10-5112-452.34-10	04/23/2010	NW PARK/REC/PL	09254962		10/2010	405.67	
650-1566-487.34-10	04/23/2010		09758087		10/2010	415.76	
650-1566-487.34-10	04/23/2010	ACCOUNTS PAYABLE	11608023		10/2010	758.86	
650-1566-487.34-10	04/23/2010	ACCOUNTS PAYABLE	11608049		10/2010	2,907.57	
650-1566-487.34-10	04/23/2010	NW	12693917		10/2010	3,126.14	
10-5112-452.34-10	04/23/2010	NW	15220957		10/2010	236.90	
571-7148-713.34-10	04/23/2010	MET DOWNTOWN TRANS CENTER	17847567		10/2010	203.15	
04/23/2010	731677	NORTHWESTERN ENERGY	15784			130,728.79	
211-3136-433.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE SIGNALS		10/2010	10,586.93	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712544-6		10/2010	430.94	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712545-3		10/2010	216.29	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712546-1		10/2010	1,290.08	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0721276-4		10/2010	3,373.50	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0721277-2		10/2010	1,666.42	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712553-7		10/2010	1,059.95	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712554-5		10/2010	77.97	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712556-0		10/2010	377.85	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712557-8		10/2010	12,304.24	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712558-6		10/2010	1,365.42	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712559-4		10/2010	2,168.50	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712560-2		10/2010	1,546.45	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712561-0		10/2010	3,817.81	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712562-8		10/2010	147.77	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712563-6		10/2010	821.55	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712564-4		10/2010	193.31	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712565-1		10/2010	507.44	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712566-9		10/2010	2,799.52	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712567-7		10/2010	199.57	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712568-5		10/2010	130.36	

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MINIMUM AMOUNT: 2,500.00

CITY OF BILLINGS

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #						CHECK AMOUNT
ACCOUNT #		TRN DATE	DESCRIPTION		INVOICE	PO #	PER/YEAR	TRN AMOUNT	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712570-1		10/2010	2,174.71	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712571-9		10/2010	165.15	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712572-7		10/2010	289.95	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712573-5		10/2010	845.71	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712574-3		10/2010	338.28	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712575-0		10/2010	169.14	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712576-8		10/2010	619.31	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712577-6		10/2010	433.52	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712578-4		10/2010	289.95	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712579-2		10/2010	124.83	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712580-0		10/2010	749.06	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712581-8		10/2010	202.84	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712582-6		10/2010	468.11	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712583-4		10/2010	454.15	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712584-2		10/2010	402.21	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712585-9		10/2010	319.81	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712586-7		10/2010	652.41	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712587-5		10/2010	217.47	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712588-3		10/2010	505.06	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712589-1		10/2010	24.06	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712590-9		10/2010	412.86	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712591-7		10/2010	314.12	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712592-5		10/2010	403.74	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712593-3		10/2010	1,330.90	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712594-1		10/2010	660.58	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712595-8		10/2010	555.76	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712596-6		10/2010	3,782.13	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712597-4		10/2010	474.80	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712598-2		10/2010	1,073.46	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712599-0		10/2010	434.94	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712600-6		10/2010	805.10	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712601-4		10/2010	700.74	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712602-2		10/2010	938.94	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712603-0		10/2010	628.25	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712604-8		10/2010	928.95	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712605-5		10/2010	51.54	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712606-3		10/2010	537.24	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712607-1		10/2010	330.28	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712608-9		10/2010	773.22	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712609-7		10/2010	206.44	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712610-5		10/2010	495.43	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712611-3		10/2010	468.11	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712612-1		10/2010	1,032.17	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712613-9		10/2010	867.01	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712614-7		10/2010	289.00	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712615-4		10/2010	36.82	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712616-2		10/2010	227.08	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712617-0		10/2010	454.15	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712618-8		10/2010	309.65	
810-3183-431.34-10		04/30/2010	LIGHT MAINT	TRANSFER	NWE 0712619-6		10/2010	1,473.96	

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CITY OF BILLINGSMINIMUM AMOUNT: 2,500.00
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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712620-4		10/2010	516.08
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712621-2		10/2010	1,032.17
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712622-0		10/2010	330.28
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712623-8		10/2010	123.86
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712624-6		10/2010	502.56
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712625-3		10/2010	206.44
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712626-1		10/2010	247.71
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712627-9		10/2010	206.44
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712628-7		10/2010	1,073.46
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712629-5		10/2010	368.77
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712630-3		10/2010	268.36
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712631-1		10/2010	660.58
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712632-9		10/2010	207.96
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712633-7		10/2010	173.29
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712634-5		10/2010	55.85
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712635-2		10/2010	55.85
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712636-0		10/2010	103.22
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712637-8		10/2010	59.56
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712638-6		10/2010	433.52
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712639-4		10/2010	639.29
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712640-2		10/2010	14.89
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712641-0		10/2010	298.94
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712642-8		10/2010	29.45
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712643-6		10/2010	289.00
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712644-4		10/2010	330.28
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712645-1		10/2010	214.93
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712646-9		10/2010	474.80
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712647-7		10/2010	67.02
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712648-5		10/2010	37.24
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712649-3		10/2010	37.24
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712650-1		10/2010	22.34
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712651-9		10/2010	410.33
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712652-7		10/2010	123.86
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712653-5		10/2010	308.72
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712654-3		10/2010	212.41
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712655-0		10/2010	7.37
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712656-8		10/2010	58.77
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712657-6		10/2010	89.35
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712658-4		10/2010	1,547.31
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712659-2		10/2010	327.32
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712660-0		10/2010	238.56
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712662-6		10/2010	700.74
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712663-4		10/2010	362.45
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712664-2		10/2010	845.72
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712665-9		10/2010	507.44
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712666-7		10/2010	2,198.85
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712667-5		10/2010	649.75
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712668-3		10/2010	382.17
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712669-1		10/2010	408.18
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712670-9		10/2010	129.96

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MINIMUM AMOUNT: 2,500.00

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712671-7		10/2010	350.94	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712672-5		10/2010	12.68	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712673-3		10/2010	82.57	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712674-1		10/2010	311.95	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712675-8		10/2010	536.61	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712676-6		10/2010	72.49	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712677-4		10/2010	96.65	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712678-2		10/2010	73.87	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712679-0		10/2010	289.95	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712680-8		10/2010	991.60	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712681-6		10/2010	2,105.16	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0718734-7		10/2010	2,392.18	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1301786-8		10/2010	14.53	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0719001-0		10/2010	158.03	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0718801-4		10/2010	3,427.56	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0719162-0		10/2010	483.26	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0719644-7		10/2010	1,676.66	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0719763-5		10/2010	117.52	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0720813-5		10/2010	122.27	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0720360-7		10/2010	683.86	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0720606-3		10/2010	2,270.52	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1301786-8		10/2010	13.42	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0720810-1		10/2010	1,067.47	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0720705-3		10/2010	434.94	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0720937-2		10/2010	2,737.72	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0720716-0		10/2010	755.92	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0721427-3		10/2010	128.22	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0721556-9		10/2010	307.21	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0721684-9		10/2010	37.05	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0833098-7		10/2010	60.65	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0906944-4		10/2010	341.79	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0995095-7		10/2010	866.76	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0905005-5		10/2010	2,462.69	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0926386-4		10/2010	176.58	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0907926-0		10/2010	51.99	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0961926-3		10/2010	370.61	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1058710-3		10/2010	724.46	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1087619-1		10/2010	181.97	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1124127-0		10/2010	53.47	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1045653-1		10/2010	563.21	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1079722-3		10/2010	289.32	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1172743-5		10/2010	293.91	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1206985-2		10/2010	294.62	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1296582-8		10/2010	208.26	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1246537-3		10/2010	102.32	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1303978-9		10/2010	1,566.54	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1685375-6		10/2010	273.22	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1433921-2		10/2010	97.45	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1481532-8		10/2010	531.59	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1481534-4		10/2010	206.44	

PROGRAM: GM350L

MINIMUM AMOUNT: 2,500.00

CITY OF BILLINGS

FROM 04/23/2010 TO 04/23/2010

BANK CODE

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1481535-1		10/2010	412.86	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1481536-9		10/2010	96.65	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1481537-7		10/2010	1,109.53	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1481539-3		10/2010	185.79	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1481540-1		10/2010	165.15	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1662840-6		10/2010	352.95	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1687005-7		10/2010	1,561.76	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1607534-3		10/2010	221.44	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1695873-8		10/2010	749.36	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 1740353-6		10/2010	243.82	
810-3183-431.34-10	04/30/2010	LIGHT MAINT TRANSFER	NWE 0712569-3		10/2010	43.21	
04/23/2010	731685	POLK DIRECTORIES	16166			2,880.00	
561-7110-711.33-90	04/20/2010	2010 POLK DIRECTORY	AIRPORT	274121	10/2010	240.00	
150-2170-441.21-90	04/20/2010	2010 POLK DIRECTORY	ANIMAL SHELTER	274121	10/2010	240.00	
209-4451-428.33-90	04/20/2010	2010 POLK DIRECTORY	BUILDING	274121	10/2010	240.00	
10-1314-413.32-20	04/20/2010	2010 POLK DIRECTORY	CITY CLERK	274121	10/2010	240.00	
10-1512-415.33-30	04/20/2010	2010 POLK DIRECTORY	FINANCE	274121	10/2010	240.00	
718-2160-421.21-20	04/20/2010	2010 POLK DIRECTORY	POLICE 1	274121	10/2010	240.00	
150-2115-421.22-85	04/20/2010	2010 POLK DIRECTORY	POLICE 2	274121	10/2010	240.00	
150-2120-421.21-20	04/20/2010	2010 POLK DIRECTORY	POLICE 3	274121	10/2010	240.00	
150-2150-421.21-90	04/20/2010	2010 POLK DIRECTORY	POLICE 4	274121	10/2010	240.00	
502-7311-602.21-90	04/20/2010	2010 POLK DIRECTORY	PW BELKNAP 1	274121	10/2010	120.00	
512-8311-622.21-90	04/20/2010	2010 POLK DIRECTORY	PW BELKNAP 2	274121	10/2010	120.00	
541-3121-435.33-30	04/20/2010	2010 POLK DIRECTORY	SOLID WASTE	274121	10/2010	240.00	
211-3131-433.32-40	04/20/2010	2010 POLK DIRECTORY	STREETS	274121	10/2010	240.00	
04/23/2010	731689	QWEST COMMUNICATIONS	6319			9,736.51	
225-2232-422.34-50	04/14/2010	QWEST 3RD PAY	252-1190		10/2010	8,973.49	
521-1592-493.34-50	04/14/2010	QWEST 3RD PAY	252-2041		10/2010	43.20	
601-1550-481.34-50	04/14/2010	QWEST 3RD PAY	256-5047		10/2010	44.70	
10-1212-412.34-50	04/14/2010	QWEST 3RD PAY	256-6082		10/2010	45.98	
561-7110-711.34-50	04/14/2010	QWEST 3RD PAY	256-7070		10/2010	44.18	
660-3110-431.34-50	04/14/2010	QWEST 3RD PAY	259-7758 1/2		10/2010	63.67	
670-3141-489.34-50	04/14/2010	QWEST 3RD PAY	259-7758 1/2		10/2010	63.67	
225-2232-422.34-50	04/14/2010	QWEST 3RD PAY	651-0282		10/2010	43.20	
10-5140-436.34-50	04/14/2010	QWEST 3RD PAY	652-0269		10/2010	43.20	
10-5112-452.34-50	04/14/2010	QWEST 3RD PAY	652-5507		10/2010	44.18	
10-5121-451.34-50	04/14/2010	QWEST 3RD PAY	652-8403		10/2010	33.56	
150-2111-421.34-50	04/14/2010	QWEST 3RD PAY	656-1046		10/2010	43.20	
150-2111-421.34-50	04/14/2010	QWEST 3RD PAY	656-3671		10/2010	193.12	
240-4301-419.34-50	04/14/2010	QWEST 3RD PAY	656-9578		10/2010	28.58	
240-4301-419.34-50	04/14/2010	QWEST 3RD PAY	656-9604		10/2010	28.58	
04/23/2010	731691	RIMROCK FOUNDATION	3210			25,579.06	
738-1264-412.35-60	04/14/2010	COUNSELORS TX COURTS	2010-10	274031	10/2010	6,200.90	
738-1264-412.35-90	04/14/2010	COUNSELORS TX COURTS	2010-10	274031	10/2010	6,822.50	
738-1264-412.39-90	04/14/2010	COUNSELORS TX COURTS	2010-10	274031	10/2010	4,693.96	
10-1220-412.35-75	04/20/2010	PSYCH VISIT-LURA	2010-10	274096	10/2010	300.00	
246-1253-412.35-90	04/22/2010	IOP CNSLR.BAMDC-FEB/MAR10	2010-10	274139	10/2010	7,561.70	

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MINIMUM AMOUNT: 2,500.00

CITY OF BILLINGS

FROM 04/23/2010 TO 04/23/2010

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
04/23/2010	731694	SANDERSON STEWART	20446				10,456.35
205-3131-433.35-90	04/20/2010	WO0921 SAFE ROUTES SCHOOL	30763/30890	270374	10/2010		10,456.35
04/23/2010	731699	SKYLINE SERVICES INC	10740				4,285.00
521-1594-493.36-50	04/19/2010	WINDOW CLEANING P4	28557	274081	10/2010		975.00
521-1593-493.36-50	04/19/2010	P3 WINDOW CLEANING	28558	274081	10/2010		585.00
521-1592-493.36-50	04/19/2010	P2 WINDOW CLEANING	28559	274081	10/2010		1,575.00
521-1591-493.36-50	04/19/2010	P1 WINDOW CLEANING	28560	274081	10/2010		1,150.00
04/23/2010	731713	TIRE-RAMA	1864				4,487.26
541-3122-435.23-90	03/05/2010	4 TIRES PER MIKE B	1050156437	271393	09/2010		1,492.00
211-3134-433.23-90	03/19/2010	MP	1050-156782	271393	09/2010		40.00
541-3122-435.23-90	03/26/2010	TIRE REPAIRS	1050157219	271393	09/2010		431.50
541-3122-435.23-90	03/26/2010	TIRES AND REPAIRS	1050157224	271393	09/2010		1,690.90
541-3123-435.23-90	03/26/2010	TIRE REPAIRS LF	1050157225	271393	09/2010		128.00
211-3132-433.23-90	04/01/2010	MP	1050-157563	271393	10/2010		40.00
211-3132-433.23-90	04/01/2010	MP	1050-157563	271393	10/2010		64.95
211-3134-433.23-90	04/07/2010	MP	1050-1456704	271393	10/2010		30.00
211-3132-433.23-90	04/07/2010	MP	1050-157446	271393	10/2010		20.00
211-3132-433.23-90	04/14/2010	MP	1050-157198	271393	10/2010		30.00
571-7144-713.23-90	04/20/2010	AUTO &TRUCK MAINT.ITEMS	1050157205	271393	10/2010		418.55
571-7144-713.23-90	04/20/2010	AUTO &TRUCK MAINT.ITEMS	1050157206	271393	10/2010		15.00
541-3123-435.23-90	04/21/2010	MP	1050-155655	271393	10/2010		86.36
04/23/2010	731715	TOLAR MFG COMPANY INC	17260				4,000.00
412-7155-713.29-20	04/19/2010	MISC SERVICES	0410480	272218	10/2010		4,000.00
04/23/2010	731716	TOWN & COUNTRY SUPPLY ASSOCIAT	18295				25,281.54
502-0000-141.00-00	04/16/2010	WATER PARTS AND SUPPLIES	73177		10/2010		16,096.20
561-7118-711.23-13	04/19/2010	INVOICE #86835	86835	F10828	10/2010		8,468.40
10-5142-436.23-10	04/21/2010	292 GAL DYED DIESEL	82423	274152	10/2010		716.94
04/23/2010	731717	TRACTOR & EQUIPMENT	3775				17,922.61
541-3122-435.23-20	04/20/2010	MP	BLW00115718	274132	10/2010		356.10
541-3123-435.23-20	04/20/2010	MP	BLCS0456971	274133	10/2010		170.68
541-3123-435.23-20	04/21/2010	MP	BLW00115822	274186	10/2010		17,395.83
04/23/2010	731721	UNRUH FIRE INC	20509				116,953.00
640-2240-422.94-60	04/15/2010	50% DWNPMT@ORDER/QRV#1	712 QRV1/DWNPMT	273942	10/2010		376.50
640-2240-422.94-60	04/15/2010	50% DWNPMT@ORDER/QRV#1	712 QRV1/DWNPMT	273942	10/2010		58,100.00
640-2240-422.94-60	04/15/2010	50%/DWNPMT/QRV#2@ORDER	712 QRV2 DWNPMT	273942	10/2010		376.50
640-2240-422.94-60	04/15/2010	50%/DWNPMT/QRV#2@ORDER	712 QRV2 DWNPMT	273942	10/2010		58,100.00
04/23/2010	731722	US BANK-REVOLVING LOAN FUND	16715				5,779.59
723-6595-465.62-00	04/22/2010	MISC SERVICES	537240483306	274227	10/2010		5,779.59
04/23/2010	731726	WELLS FARGO BANK-LOAN PAYMENT	16716				5,779.59
723-6595-465.62-00	04/22/2010	MISC SERVICES	1609108243	274226	10/2010		5,779.59
04/23/2010	731728	WESTERN MUNICIPAL CONSTRUCTION	11742				11,907.72
503-0000-201.10-00	04/20/2010	RETAINAGE RELEASE	RET RELEASE	265602	10/2010		11,907.71

PREPARED 04/23/2010, 14:40:27

PROGRAM: GM350L
CITY OF BILLINGS

A/P CHECKS BY PERIOD AND YEAR
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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
503-7591-609.93-40	04/20/2010	WO0801 2008 WTR/SWR REHAB	5	265602	10/2010	.01	
04/23/2010	731729	WESTERN SECURITY BANK	16462			5,849.46	
723-6595-465.62-00	04/22/2010	MISC SERVICES	100022110	274224	10/2010	2,924.73	
723-6595-465.62-00	04/22/2010	MISC SERVICES	157011874	274224	10/2010	2,924.73	
04/23/2010	731734	YELLOWSTONE COUNTY FINANCE DPT	16736			2,760.00	
150-2111-421.35-90	04/22/2010	MISC SERVICES	MARCH 10 JAIL	274234	10/2010	2,760.00	
04/23/2010	731737	Z & Z SEAL COATING INC	20793			25,901.37	
205-3131-433.93-90	04/20/2010	W10903 2009 PAVER PROJECT	2	271378	10/2010	25,901.37	
DATE RANGE TOTAL *						1,136,110.32 *	

Regular City Council Meeting

Consent : 1.Q.2.

Date: 05/24/2010

TITLE: Payment of Claims April 30, 2010.

PRESENTED BY: Pat M. Weber, Financial
Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,086,006.32 have been audited and are presented for your approval for payment. A complete listing of the claims dated April 30, 2010, is available in the Finance Department.

ALTERNATIVES ANALYZED

The Council may:

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

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: List of claims greater than \$2500.

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
04/30/2010	731750	ARCHIE COCHRANE	800			4,032.99	
630-1753-485.73-10	04/27/2010	MISC SERVICES	804509/1	274318	10/2010	4,032.99	
04/30/2010	731759	BILLINGS COMMUNITY CABLE	413			25,000.00	
10-1411-414.72-66	04/23/2010	MISC SERVICES	04212010	274246	10/2010	25,000.00	
04/30/2010	731766	BROWN AND CALDWELL	18626			4,505.66	
503-7491-603.93-90	04/27/2010	WO0816 SCADA REPLACEMENT	12	265225	10/2010	4,505.66	
04/30/2010	731771	CAPITAL INDUSTRIES	679			15,580.00	
512-8400-623.24-50	04/27/2010	ROLL OFF SLUDGE TUBS	046650	270110	10/2010	15,580.00	
04/30/2010	731775	CARQUEST AUTO PARTS	3890			2,571.88	
502-0000-141.00-00	03/02/2010	WATER PARTS AND SUPPLIES	1935145850		09/2010	79.89	
502-0000-141.00-00	03/02/2010	WATER PARTS AND SUPPLIES	1935145852		09/2010	6.43	
502-0000-141.00-00	03/04/2010	WATER PARTS AND SUPPLIES	1935145940		09/2010	264.72	
601-0000-141.00-00	03/07/2010	MP	1910-169760		09/2010	55.44	
502-0000-141.00-00	03/08/2010	WATER PARTS AND SUPPLIES	1935146239		09/2010	10.86	
10-5112-452.23-20	03/07/2010	MP	1910-169760	271387	09/2010	28.49	
10-5112-452.23-20	03/07/2010	MP	1910-169792	271387	09/2010	3.35	
541-3122-435.23-20	03/07/2010	MP	1910-170126	271387	09/2010	13.97	
541-3123-435.23-20	03/10/2010	MP	BLCS0454137	271387	09/2010	51.80	
512-8400-623.23-20	03/10/2010	NONSTOCKING ITEMS-P.U.D.	1935146909	271387	09/2010	34.84	
502-7311-602.23-20	03/11/2010	NONSTOCKING ITEMS-P.U.D.	1935146978	271387	09/2010	17.99	
512-8400-623.23-20	03/11/2010	NONSTOCKING ITEMS-P.U.D.	1935147138	271387	09/2010	18.40-	
502-7312-602.23-20	03/12/2010	NONSTOCKING ITEMS-P.U.D.	1935147343	271387	09/2010	53.13	
601-0000-141.00-00	03/15/2010	MP	1910-171123		09/2010	93.95	
601-0000-141.00-00	03/16/2010	MP	1910-170541		09/2010	8.16	
601-1553-481.26-50	03/16/2010	MP	1910-170657	271387	09/2010	29.94	
150-2112-421.23-20	03/16/2010	MP	1910-170734	271387	09/2010	37.29	
502-0000-141.00-00	03/17/2010	WASTEWATER PARTS & SUPPLY	1935147732		09/2010	237.12	
601-1553-481.26-50	03/17/2010	MP	1910-170473	271387	09/2010	16.97	
502-7312-602.23-20	03/17/2010	NONSTOCKING ITEMS-P.U.D.	1935147645	271387	09/2010	25.48	
502-7400-603.23-20	03/17/2010	NONSTOCKING ITEMS-P.U.D.	1935147768	271387	09/2010	50.96	
502-7400-603.23-20	03/19/2010	NONSTOCKING ITEMS-P.U.D.	1935148117	271387	09/2010	79.77	
502-7500-609.23-20	03/22/2010	NONSTOCKING ITEMS-P.U.D.	1935148265	271387	09/2010	41.88	
502-7500-609.23-20	03/23/2010	NONSTOCKING ITEMS-P.U.D.	1935148746	271387	09/2010	33.98	
541-3122-435.23-20	03/26/2010	MP	1910-169605-A	271387	09/2010	36.10	
541-3122-435.23-20	03/26/2010	MP	1910-169605-BB	271387	09/2010	36.10-	
502-7400-603.23-20	03/29/2010	NONSTOCKING ITEMS-P.U.D.	1935149147	271387	09/2010	16.48	
502-7400-603.23-20	03/29/2010	NONSTOCKING ITEMS-P.U.D.	1935149162	271387	09/2010	37.69	
502-7500-609.23-20	03/29/2010	NONSTOCKING ITEMS-P.U.D.	1935149197	271387	09/2010	2.97	
512-8500-625.23-20	03/30/2010	NONSTOCKING ITEMS-P.U.D.	1935149535	271387	09/2010	24.39	
512-8400-623.23-20	03/31/2010	NONSTOCKING ITEMS-P.U.D.	1935149165	271387	09/2010	34.07	
502-7400-603.23-20	03/31/2010	NONSTOCKING ITEMS-P.U.D.	1935149655	271387	09/2010	24.63	
512-8400-623.24-50	04/01/2010	NONSTOCKING ITEMS-P.U.D.	1935149759	271387	10/2010	67.96	
601-0000-141.00-00	04/06/2010	MP	1910-170533		10/2010	1.36	
601-0000-141.00-00	04/06/2010	MP	1910-170533		10/2010	55.44	
601-0000-141.00-00	04/06/2010	MP	1910-171361		10/2010	95.52	

PREPARED 04/30/2010, 13:08:41
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A/P CHECKS BY PERIOD AND YEAR
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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT	#	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
601-0000-141.00-00		04/06/2010	MP	1910-171552		10/2010	7.55
601-0000-141.00-00		04/06/2010	MP	1910-171822		10/2010	13.76
10-5112-452.23-20		04/06/2010	MP	1910-169867	271387	10/2010	132.06
150-2172-441.23-20		04/06/2010	MP	1910-170533	271387	10/2010	100.29
150-2226-422.23-20		04/06/2010	MP	1910-170769	271387	10/2010	152.46
541-3123-435.23-20		04/06/2010	MP	1910-171250	271387	10/2010	9.45
10-5112-452.23-20		04/06/2010	MP	1910-171263	271387	10/2010	53.90
10-5112-452.23-20		04/06/2010	MP	1910-171270	271387	10/2010	36.64
10-5112-452.23-20		04/06/2010	MP	1910-171290	271387	10/2010	5.68
150-2172-441.23-20		04/06/2010	MP	1910-171380	271387	10/2010	74.14
541-3122-435.23-20		04/06/2010	MP	1910-171552	271387	10/2010	14.97
601-1553-481.26-50		04/06/2010	MP	1910-171571	271387	10/2010	16.48
211-3134-433.23-20		04/06/2010	MP	1910-172511	271387	10/2010	41.20
601-1553-481.26-50		04/06/2010	MP	1910-172524	271387	10/2010	21.91
650-1565-487.23-20		04/06/2010	MP	1910-172641	271387	10/2010	19.90
541-3123-435.23-20		04/06/2010	MP	1910-172669	271387	10/2010	170.37
601-0000-141.00-00		04/07/2010	MP	1910-172793		10/2010	41.07
601-0000-141.00-00		04/07/2010	MP	1910-172796		10/2010	19.80
601-0000-141.00-00		04/07/2010	MP	1910-172863		10/2010	44.69
601-0000-141.00-00		04/07/2010	MP	1910-172867		10/2010	6.27
601-1553-481.26-50		04/07/2010	MP	1910-172926	271387	10/2010	21.78
502-7500-609.23-20		04/07/2010	MP	1910-172950	271387	10/2010	21.78
150-2112-421.23-20		04/07/2010	MP	1910-172956	271387	10/2010	99.29
541-3123-435.23-20		03/10/2010	MISC SERVICES	BLCS0454137CR	271387	10/2010	51.80-
541-3123-435.23-20		04/21/2010	MP	1910-172686	271387	10/2010	170.37-
601-1553-481.26-50		04/26/2010	MP	1910-169750	271387	10/2010	28.28
541-3122-435.23-20		04/26/2010	MP	1910-170852	271387	10/2010	21.81
04/30/2010	731780	COMMUNITY SOLUTIONS INC	18339				16,511.54
247-1251-412.39-90		04/23/2010	SUPERVISION/TESTING	2010-10	274239	10/2010	6,700.00
248-1263-412.35-81		04/23/2010	SUPERVISION/TESTING	2010-10	274239	10/2010	2,461.54
10-1220-412.35-75		04/23/2010	DRUG/ALC TESTING BAMHC	2010-10	274241	10/2010	1,260.00
245-1257-412.35-81		04/23/2010	DRUG/ALC TESTING BAMHC	2010-10	274241	10/2010	6,090.00
04/30/2010	731785	CROUSE HINDS CO	5858				2,856.00
561-7113-711.36-53		04/28/2010	MISC SERVICES	906984813	273204	10/2010	2,856.00
04/30/2010	731809	EPCON SIGN COMPANY	1205				7,312.93
202-0000-201.10-00		04/27/2010	WO0620 DWTWN BLGS WAYFIND	RET RELEASE	246547	10/2010	4,674.66
202-1503-466.79-72		04/27/2010	WO0620 DWNTWN BLGS WAYFIN	3	246547	10/2010	2,638.27
04/30/2010	731816	FIRST MONTANA TITLE CO	1304				10,000.00
295-6680-463.72-75		04/26/2010	MISC SERVICES	SHORE, JESSIE	274278	10/2010	10,000.00
04/30/2010	731822	GREAT WEST ENGINEERING	18016				6,772.84
544-0000-201.10-00		04/27/2010	WO0827 LANFILL EXPANSION	RET RELEASE	263194	10/2010	2,288.60
544-3123-435.93-90		04/27/2010	WO0827 LANFILL EXPANSION	14	263194	10/2010	4,484.24
04/30/2010	731829	HDR INC	1544				58,392.40
416-0000-201.10-00		04/27/2010	WO0622 L-STRUCTURE IMPRV	RET RELEASE	254914	10/2010	22,728.32

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
502-7211-601.35-40	04/27/2010	DRINKING WTR SOURCE STDY	190876-H	258046	10/2010	14,201.13	
502-7211-601.35-40	04/27/2010	INTEGRATED WATER PLAN	2	270373	10/2010	7,512.03	
512-8211-621.35-40	04/27/2010	INTEGRATED WATER PLAN	2	270373	10/2010	6,438.89	
840-3184-431.35-90	04/27/2010	INTEGRATED WATER PLAN	2	270373	10/2010	7,512.03	
04/30/2010	731836	INGRAM BOOK COMPANY	1820			5,234.86	
260-5519-455.33-33	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50351217	273700	10/2010	11.98	
260-5519-455.32-20	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50351218	273700	10/2010	15.90	
260-5519-455.32-20	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50428411	273700	10/2010	412.91	
260-5519-455.33-33	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50428412	273700	10/2010	62.08	
260-5519-455.32-26	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50445461	273700	10/2010	9.00	
260-5519-455.33-33	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50445462	273700	10/2010	812.03	
260-5519-455.32-26	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50445463	273700	10/2010	14.72	
260-5519-455.32-23	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50445464	273700	10/2010	32.99	
260-5519-455.32-26	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50445465	273700	10/2010	15.34	
260-5519-455.32-26	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50461169	273700	10/2010	39.95	
260-5519-455.32-26	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50461170	273700	10/2010	9.57	
260-5519-455.32-20	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50480130	273700	10/2010	8.97	
260-5519-455.33-33	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50480131	273700	10/2010	148.19	
260-5519-455.32-26	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50500444	273700	10/2010	14.74	
260-5519-455.32-26	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50500445	273700	10/2010	73.14	
260-5519-455.33-33	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50500446	273700	10/2010	10.02	
260-5519-455.32-26	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50500447	273700	10/2010	16.49	
260-5519-455.32-23	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50500448	273700	10/2010	21.97	
260-5519-455.32-26	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50500449	273700	10/2010	13.57	
260-5519-455.32-26	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50500450	273700	10/2010	30.07	
260-5519-455.32-41	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50500451	273700	10/2010	147.89	
260-5519-455.32-26	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50500452	273700	10/2010	45.40	
260-5519-455.33-33	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50520290	273700	10/2010	7.58	
260-5519-455.32-41	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50520291	273700	10/2010	18.57	
260-5519-455.32-20	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50520292	273700	10/2010	13.17	
260-5519-455.32-42	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50594408	273700	10/2010	34.10	
260-5519-455.32-20	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50594409	273700	10/2010	16.49	
260-5519-455.32-26	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50594410	273700	10/2010	25.46	
260-5519-455.32-26	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50628975	273700	10/2010	9.60	
260-5519-455.32-41	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50628977	273700	10/2010	27.57	
260-5519-455.32-41	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50628978	273700	10/2010	4.79	
260-5519-455.32-26	04/26/2010	PUBLICATIONS/AUDIOVISUAL	50628979	273700	10/2010	14.72	
260-5519-455.33-33	04/27/2010	PUBLICATIONS/AUDIOVISUAL	50594411	273700	10/2010	5.30	
260-5519-455.32-41	04/27/2010	PUBLICATIONS/AUDIOVISUAL	50594412	273700	10/2010	49.19	
260-5519-455.32-26	04/27/2010	PUBLICATIONS/AUDIOVISUAL	50594413	273700	10/2010	14.74	
260-5519-455.33-34	04/27/2010	PUBLICATIONS/AUDIOVISUAL	50594414	273700	10/2010	27.49	
260-5519-455.32-23	04/27/2010	PUBLICATIONS/AUDIOVISUAL	50594415	273700	10/2010	41.22	
260-5519-455.32-26	04/27/2010	PUBLICATIONS/AUDIOVISUAL	50594415	273700	10/2010	559.86	
260-5519-455.32-20	04/27/2010	PUBLICATIONS/AUDIOVISUAL	50594416	273700	10/2010	33.87	
260-5519-455.32-26	04/27/2010	PUBLICATIONS/AUDIOVISUAL	50594417	273700	10/2010	9.58	
260-5519-455.33-33	04/27/2010	PUBLICATIONS/AUDIOVISUAL	50628976	273700	10/2010	9.41	
260-5519-455.32-20	04/27/2010	PUBLICATIONS/AUDIOVISUAL	50646394	273700	10/2010	8.97	
260-5519-455.32-20	04/27/2010	PUBLICATIONS/AUDIOVISUAL	50646395	273700	10/2010	1,797.93	
260-5519-455.32-20	04/27/2010	PUBLICATIONS/AUDIOVISUAL	50646396	273700	10/2010	23.99	

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260-5519-455.32-26		04/27/2010	PUBLICATIONS/AUDIOVISUAL	50646397	273700	10/2010	60.14
260-5519-455.32-20		04/27/2010	PUBLICATIONS/AUDIOVISUAL	50665590	273700	10/2010	454.20
04/30/2010	731842	JIMS ELECTRIC SERVICE	1906				3,975.00
502-7400-603.23-60		04/27/2010	MISC SERVICES	24599	274167	10/2010	3,975.00
04/30/2010	731845	JTL GROUP INC DBA KNIFE RIVER	2417				2,967.10
211-3132-433.45-20		04/28/2010	ROAD/HIGHWAY MATERIAL	201892	274328	10/2010	112.92
211-3132-433.45-20		04/28/2010	ROAD/HIGHWAY MATERIAL	202002	274328	10/2010	80.60
211-3132-433.45-20		04/28/2010	ROAD/HIGHWAY MATERIAL	202154	274328	10/2010	185.61
211-3132-433.45-20		04/28/2010	ROAD/HIGHWAY MATERIAL	202155	274328	10/2010	108.20
211-3132-433.45-20		04/28/2010	ROAD/HIGHWAY MATERIAL	202430	274328	10/2010	130.01
211-3132-433.45-20		04/28/2010	ROAD/HIGHWAY MATERIAL	202431	274328	10/2010	53.14
211-3132-433.47-10		04/28/2010	ROAD AND HIGHWAY MATERIAL	202443	274328	10/2010	1,221.00
211-3132-433.45-20		04/28/2010	ROAD/HIGHWAY MATERIAL	202814	274328	10/2010	28.92
211-3132-433.47-10		04/28/2010	ROAD AND HIGHWAY MATERIAL	202830	274328	10/2010	598.50
211-3132-433.45-20		04/28/2010	ROAD/HIGHWAY MATERIAL	202848	274328	10/2010	260.66
211-3132-433.45-20		04/28/2010	ROAD/HIGHWAY MATERIAL	202917	274328	10/2010	122.39
211-3132-433.45-20		04/28/2010	ROAD/HIGHWAY MATERIAL	203373	274328	10/2010	28.47
211-3132-433.45-20		04/28/2010	ROAD/HIGHWAY MATERIAL	203374	274328	10/2010	36.68
04/30/2010	731847	KOIS BROTHERS EQUIPMENT CO	6452				4,388.79
541-3122-435.23-20		03/10/2010	MP	85494	271389	09/2010	2,416.44
601-0000-141.00-00		03/15/2010	MP	85586		09/2010	80.94
601-0000-141.00-00		03/16/2010	MP	85495		09/2010	232.13
502-7500-609.23-20		03/19/2010	MP	85604	271389	09/2010	66.00
541-3122-435.23-20		04/05/2010	MP	85459	271389	10/2010	340.36
541-3122-435.23-20		04/07/2010	MP	85779	271389	10/2010	288.26
211-3134-433.23-20		04/08/2010	MP	85253	271389	10/2010	607.50
601-0000-141.00-00		04/28/2010	MP	85508		10/2010	357.16
04/30/2010	731849	LABOR READY INC	13199				3,001.50
541-3123-435.35-81		04/26/2010	LABOR AT LF	50561115	273583	10/2010	1,766.40
541-3123-435.35-81		04/26/2010	LABOR AT LF	50921115	273583	10/2010	1,235.10
04/30/2010	731857	MALCOLM PIRNIE INC.	19176				15,794.74
502-7211-601.35-90		04/27/2010	WTR/WWTR RATE - LOCKWOOD	1	269620	10/2010	7,897.37
512-8211-621.35-90		04/27/2010	WTR/WWTR RATE - LOCKWOOD	1	269620	10/2010	7,897.37
04/30/2010	731862	MES-NW	19056				3,345.19
150-2221-422.31-10		04/06/2010	62"&72" SHOE LACES	00157093 LACES	273294	10/2010	28.99
150-2229-422.26-40		04/06/2010	62"&72" SHOE LACES	00157093 LACES	273294	10/2010	216.00
150-2229-422.26-40		04/28/2010	LEATHER BOOTS/ODERMANN	00158106 ODERMA	266474	10/2010	282.34
150-2229-422.26-40		04/28/2010	LEATHER BOOTS/ROOKHUIZEN	00158106 ROOKHU	266474	10/2010	282.34
150-2221-422.31-10		04/28/2010	LIGHT4AA W/LEXON BULB	00158096 FLSHLT	273294	10/2010	19.76
150-2229-422.26-90		04/28/2010	LIGHT4AA W/LEXON BULB	00158096 FLSHLT	273294	10/2010	636.00
150-2221-422.31-10		04/28/2010	HELMET PARTS/FACE SHIELDS	00158317 PARTS	273294	10/2010	1.27
150-2229-422.26-40		04/28/2010	HELMET PARTS/FACE SHIELDS	00158317 PARTS	273294	10/2010	51.65
150-2229-422.26-40		04/28/2010	HELMET PARTS/FACE SHIELDS	00158317 PARTS	273294	10/2010	1,014.75
150-2229-422.24-90		04/28/2010	BLACKJACK HLDRS/4AA LITES	00159556 HLDERS	273294	10/2010	812.09

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04/30/2010	731867	MONTANA DAKOTA UTILITIES CO	2492			37,265.13	
502-7400-603.34-40	04/30/2010	PUD	07365822	50%	10/2010	24.08	
502-7400-603.34-40	04/30/2010	PUD	07365822	50%	10/2010	24.07	
561-7113-711.34-40	04/30/2010	AIRPORT	07385922		10/2010	1,249.60	
561-7112-711.34-40	04/30/2010	AIRPORT	07387221		10/2010	7,936.94	
561-7117-711.34-40	04/30/2010	AIRPORT	07388722		10/2010	974.80	
561-7117-711.34-40	04/30/2010	AIRPORT	07388824		10/2010	97.22	
660-3110-431.34-40	04/30/2010		07585726	45%	10/2010	75.21	
670-3141-489.34-40	04/30/2010		07585726	55%	10/2010	91.92	
10-5127-451.34-40	04/30/2010	REC	07586821		10/2010	232.16	
650-1567-487.34-40	04/30/2010	FACILITIES	07610421		10/2010	1,557.87	
260-5512-455.34-40	04/30/2010	LIBRARY	07617521		10/2010	1,589.87	
521-1595-493.34-40	04/30/2010	PARK 1 LEASE	07624823		10/2010	47.24	
571-7143-713.34-40	04/30/2010	TRANSIT	07647023		10/2010	1,580.43	
150-2221-422.34-40	04/30/2010	FIRE	07676421		10/2010	958.73	
150-2221-422.34-40	04/30/2010	FIRE	07935121		10/2010	356.44	
541-3123-435.34-40	04/30/2010	SW	08073321		10/2010	524.68	
502-7400-603.34-40	04/30/2010	PUD	31753602		10/2010	42.49	
150-2171-441.34-40	04/30/2010	ANIMAL SHELTER	32062801		10/2010	628.72	
650-1566-487.34-40	04/30/2010	ADMIN BUILDING	32577402		10/2010	2,065.00	
650-1566-487.34-40	04/30/2010	EVIDENCE BUILDING	32629302		10/2010	170.12	
650-1566-487.34-40	04/30/2010	PD1	32708002		10/2010	520.66	
512-8500-625.34-40	04/30/2010	PUD	32739201		10/2010	23.55	
650-1566-487.34-40	04/30/2010	GARAGE	32781001		10/2010	2,115.00	
512-8500-625.34-40	04/30/2010	PUD LIFT STATION	33154101		10/2010	24.32	
521-1592-493.34-40	04/30/2010	PARK II	34941902		10/2010	14.16	
512-8500-625.34-40	04/30/2010	PUD	35059801		10/2010	22.05	
150-2221-422.34-40	04/30/2010	FIRE STATION #7	35322001		10/2010	286.11	
512-8500-625.34-40	04/30/2010	PUD LIFT STATION	36738301		10/2010	22.80	
521-1595-493.34-40	04/30/2010	PARKING 2906 N 3RD AVE	07624629		10/2010	87.83	
521-1595-493.34-40	04/30/2010	PARKING 2910 N 3RD AVE	07624725		10/2010	42.73	
561-7113-711.34-40	04/30/2010		31454301		10/2010	512.45	
561-7113-711.34-40	04/30/2010		31454401		10/2010	93.44	
561-7113-711.34-40	04/30/2010		31454601		10/2010	417.64	
561-7113-711.34-40	04/30/2010		31454701		10/2010	589.78	
561-7113-711.34-40	04/30/2010		31454801		10/2010	108.54	
561-7113-711.34-40	04/30/2010		31454902		10/2010	239.49	
512-8400-623.34-40	04/30/2010	PUD	07555321	25%	10/2010	2,979.25	
512-8400-623.34-40	04/30/2010	PUD	07555321	50%	10/2010	5,958.49	
512-8400-623.34-40	04/30/2010	PUD	07555321	25%	10/2010	2,979.25	
04/30/2010	731868	MONTANA DEPT OF TRANSPORTATION	2496			8,874.00	
205-3131-433.93-10	04/27/2010	WO0325 RIMROCK RD	AR# 28030	274302	10/2010	8,874.00	
04/30/2010	731871	MORRISON MAIERLE INC	2572			80,590.92	
503-7591-609.93-40	04/27/2010	WO0801 2008 WTR/SWR REHAB	29	252779	10/2010	6,893.61	
513-8591-625.93-40	04/27/2010	WO0801 2008 WTR/SWR REHAB	29	252779	10/2010	2,568.96	
513-8591-625.93-40	04/27/2010	WO1001 2010 WTR/SWR REPLC	FUND TRANSFER	268044	10/2010	146,624.16-	
513-8591-625.93-40	04/27/2010	WO1001 2010 WTR/SWR REPLC	FUND TRANSFER	268044	10/2010	146,624.16	

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ACCOUNT	#	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN	AMOUNT
503-7591-609.93-40		04/27/2010	WO1001 2010 WTR/SWR REPLC	7	268044	10/2010		70,607.45
421-8493-623.93-40		04/27/2010	WO0814 WWTP STRMWTR MOD	1	273122	10/2010		520.90
04/30/2010	731882	NORTHWESTERN ENERGY	15771					94,071.90
150-2221-422.34-10		04/23/2010	FIRE7/ELEC/26,680 KWH	0100476-1 10APR	267531	10/2010		2,060.38
660-3110-431.34-10		04/26/2010	MONTHLY ELECTRICITY	1741314-7	274274	10/2010		286.91
670-3141-489.34-10		04/26/2010	MONTHLY ELECTRICITY	1741314-7	274274	10/2010		350.67
260-5512-455.34-10		04/26/2010	ELECTRIC CHARGES	0100467-0 4/10	F10863	10/2010		6,646.78
502-7400-603.34-10		04/27/2010	MISC SERVICES	01004852 APR10	274170	10/2010		581.52
502-7314-602.34-10		04/27/2010	MISC SERVICES	01006063 APR10	274170	10/2010		1,607.37
502-7400-603.34-10		04/27/2010	MISC SERVICES	01006063 APR10	274170	10/2010		48,221.27
502-7400-603.34-10		04/27/2010	MISC SERVICES	01006063 APR10	274170	10/2010		12,859.01
512-8314-622.34-10		04/27/2010	MISC SERVICES	01006063 APR10	274170	10/2010		1,607.38
650-1567-487.34-10		04/30/2010	FACILITIES MANAGEMENT	01005073		10/2010		6,121.93
150-2221-422.34-10		04/30/2010	NW FIRE	07125370		10/2010		582.52
10-5122-451.34-10		04/30/2010	NW PARK/REC/PL	07126832		10/2010		85.00
571-7148-713.34-10		04/30/2010	NW AVIATION/TRAN	07127640		10/2010		21.63
561-7117-711.34-10		04/30/2010	NW AVIATION/TRAN	07127921		10/2010		432.02
561-7117-711.34-10		04/30/2010	NW AVIATION/TRAN	07127996		10/2010		27.46
561-7117-711.34-10		04/30/2010	NW AVIATION/TRAN	07128002		10/2010		1,096.95
561-7113-711.34-10		04/30/2010	NW AVIATION/TRAN	07128093		10/2010		7.25
561-7117-711.34-10		04/30/2010	NW AVIATION/TRAN	07128176		10/2010		81.95
561-7113-711.34-10		04/30/2010	NW AVIATION/TRAN	07196165		10/2010		51.82
521-1595-493.34-10		04/30/2010	NW FINANCE	07208291		10/2010		325.09
521-1592-493.34-10		04/30/2010	NW FINANCE	07208341		10/2010		4,045.97
150-2221-422.34-10		04/30/2010	NW FIRE	07208408		10/2010		252.94
10-5112-452.34-10		04/30/2010	NW PARK/REC/PL	07222375		10/2010		12.03
10-5112-452.34-10		04/30/2010	NW PARK/REC/PL	07222474		10/2010		7.25
502-7400-603.34-10		04/30/2010	NW PUD-WATER TREAT	07222524		10/2010		241.54
10-5112-452.34-10		04/30/2010	NW PARK/REC/PL	07222557		10/2010		82.41
10-5112-452.34-10		04/30/2010	NW PARK/REC/PL	07222573		10/2010		26.83
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10-5112-452.34-10		04/30/2010	NW PARK/REC/PL	07222920		10/2010		10.50
10-5112-452.34-10		04/30/2010	NW PARK/REC/PL	07222938		10/2010		17.94
10-5112-452.34-10		04/30/2010	NW PARK/REC/PL	07229057		10/2010		7.25
10-5112-452.34-10		04/30/2010	NW PARK/REC/PL	07229339		10/2010		98.80
10-5112-452.34-10		04/30/2010	NW PARK/REC/PL	07230352		10/2010		89.91
10-5112-452.34-10		04/30/2010	NW PARK/REC/PL	07230360		10/2010		8.88
10-5112-452.34-10		04/30/2010	NW PARK/REC/PL	07230378		10/2010		158.58
10-5112-452.34-10		04/30/2010	NW PARK/REC/PL	07230428		10/2010		29.54
502-7400-603.34-10		04/30/2010	NW PUD-WATER TREAT	07230436		10/2010		2,485.51
10-5112-452.34-10		04/30/2010	NW PARK/REC/PL	07230444		10/2010		16.38
10-5112-452.34-10		04/30/2010	NW PARK/REC/PL	07230543		10/2010		53.99
10-5112-452.34-10		04/30/2010	NW PARK/REC/PL	07230550		10/2010		7.25
10-5112-452.34-10		04/30/2010	NW PARK/REC/PL	07230568		10/2010		7.25
10-5112-452.34-10		04/30/2010	NW PARK/REC/PL	07230576		10/2010		7.25
10-5112-452.34-10		04/30/2010	NW PARK/REC/PL	07230584		10/2010		7.44
10-5112-452.34-10		04/30/2010	NW PARK/REC/PL	07230907		10/2010		8.45

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10-5112-452.34-10		04/30/2010	NW PARK/REC/PL	07236458		10/2010		7.25
260-5512-455.34-10		04/30/2010	NW LIBRARY	07244643		10/2010		80.66
10-5112-452.34-10		04/30/2010	NW PARK/REC/PL	07894371		10/2010		17.20
10-5112-452.34-10		04/30/2010	NW PARK/REC/PL	08317026		10/2010		7.25
872-5198-452.34-10		04/30/2010	NW PARK/REC/PL	10590933		10/2010		91.19
521-1595-493.34-10		04/30/2010	NW	13815279		10/2010		79.36
521-1592-493.34-10		04/30/2010	PARK 2 GARAGE	15942824		10/2010		1,692.43
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04/30/2010	731893	PUBLIC UTILITIES	5022					125,716.21
512-8400-623.34-20		04/30/2010	PUD - WATER BILLS	187212152		10/2010		1,012.18
805-1570-425.53-50		04/30/2010	4430 HI-LINE DR	6712510003200		10/2010		124,196.09
512-8500-625.34-20		04/30/2010	4430 HI-LINE DR	671274846		10/2010		327.55
211-3134-433.34-20		04/30/2010	4430 HI-LINE DR	671294847		10/2010		180.39
04/30/2010	731894	QWEST COMMUNICATIONS	6319					3,823.73
561-7110-711.34-50		04/22/2010	APRIL QWEST	252-9412		10/2010		86.40
571-7141-713.34-50		04/22/2010	APRIL QWEST	254-7038		10/2010		44.42
211-3136-433.34-50		04/22/2010	APRIL QWEST	652-8104		10/2010		29.38
150-2225-422.34-50		04/22/2010	APRIL QWEST	655-0728		10/2010		43.20
10-5112-452.34-50		04/22/2010	APRIL QWEST	657-3014		10/2010		28.58
606-1931-484.34-50		04/22/2010	APRIL QWEST	657-8377		10/2010		3,591.75
04/30/2010	731899	RIMROCK FOUNDATION	3210					23,607.40
248-1263-412.35-90		04/23/2010	COUNSELOR SCVS BAMDUI	2010-10	274243	10/2010		14,237.86
737-1265-412.23-10		04/23/2010	JAG GRANT EXPENSES	2010-10	274244	10/2010		114.00
737-1265-412.35-90		04/23/2010	JAG GRANT EXPENSES	2010-10	274244	10/2010		2,028.33
737-1265-412.37-30		04/23/2010	JAG GRANT EXPENSES	2010-10	274244	10/2010		1,962.99
245-1257-412.35-75		04/23/2010	COUNSELOR SVCS BAMHC	2010-10	274245	10/2010		5,264.22
04/30/2010	731901	RIVERSIDE CONTRACTING	21127					11,115.50
562-7120-711.93-10		04/28/2010	MISC SERVICES	BA2821-0003	274268	10/2010		11,115.50
04/30/2010	731903	SANDERSON STEWART	20446					152,588.48
416-7493-603.93-40		04/27/2010	WO0913 STAPLES WTR MAIN	9	267598	10/2010		29,881.35
840-3184-431.93-10		04/27/2010	WO0912 INNER BELT LOOP	9	267730	10/2010		14,743.06
845-3186-431.93-10		04/27/2010	WO0912 INNER BELT LOOP	9	267730	10/2010		98,665.12
463-3161-431.93-10		04/27/2010	SID1389 CLUBHOUSE WAY	5	271377	10/2010		9,298.95
04/30/2010	731912	SOLID WASTE SYSTEMS INC	9811					4,182.72
541-3122-435.23-20		04/28/2010	MP	114108	274354	10/2010		4,082.49
541-3122-435.23-20		04/28/2010	MP	114144	274354	10/2010		100.23
04/30/2010	731920	SUNSET EXCAVATION	11477					2,650.00
505-7515-609.36-71		04/27/2010	MISC SERVICES	930280	274194	10/2010		550.00
505-7515-609.36-71		04/27/2010	MISC SERVICES	930281	274194	10/2010		2,100.00
04/30/2010	731924	TDC GROUP	21064					4,995.00
620-1913-482.94-80		04/23/2010	MISC SERVICES	209138	273186	10/2010		4,995.00

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04/30/2010	731926	TERRYBERRY MANUFACTURING	3707				3,736.12	
10-1750-417.33-65		04/23/2010	MISC SERVICES	816139	274247	10/2010	3,736.12	
04/30/2010	731927	TETRA TECH, INC.	19346				4,193.75	
541-3123-435.35-90		04/28/2010	LF GAS AND GW MONTIOR	50346639	273920	10/2010	4,193.75	
04/30/2010	731932	TOWN & COUNTRY SUPPLY ASSOCIAT	18295				105,363.29	
601-0000-141.00-00		04/23/2010	MP	86775		10/2010	7,446.90	
601-0000-141.00-00		04/23/2010	MP	73165-K		10/2010	17,194.10	
601-0000-141.00-00		04/23/2010	MP	82422		10/2010	1,144.64	
601-0000-141.00-00		04/23/2010	MP	84653		10/2010	8,153.88	
601-0000-141.00-00		04/23/2010	MP	84654		10/2010	12,475.50	
601-0000-141.71-41		04/23/2010	MP	73176		10/2010	17,187.10	
601-0000-141.00-00		04/23/2010	MP	86774		10/2010	7,446.90	
601-0000-141.00-00		04/26/2010	MP	86844		10/2010	20,608.33	
601-0000-141.00-00		04/26/2010	MP	87018		10/2010	6,172.53	
150-2226-422.23-10		04/27/2010	FIRE1/UNLEADED/400 GALS	81513 FIRE1	267496	10/2010	1,049.80	
150-2226-422.23-10		04/27/2010	FIRE1/DIESEL/350 GALS	81514 FIRE1	267496	10/2010	858.18	
561-7118-711.23-13		04/23/2010	INVOICE #81521	81521	F10845	10/2010	5,625.43	
04/30/2010	731933	TRACTOR & EQUIPMENT	3775				4,469.61	
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04/30/2010	731946	VERIZON WIRELESS	14490				19,956.45	
571-7147-713.34-50		04/20/2010	INVOICE# 0859073844	0859073844	F10831	10/2010	172.65	
561-7110-711.34-50		04/23/2010	VERIZON APRIL 2010	AIRPORT		10/2010	373.44	
150-2170-441.34-50		04/23/2010	VERIZON APRIL 2010	ANIMAL SHELTER		10/2010	260.04	
717-2166-421.34-50		04/23/2010	VERIZON APRIL 2010	CCSIU		10/2010	135.53	
10-1313-413.34-50		04/23/2010	VERIZON APRIL 2010	CITY ADMIN		10/2010	26.70	
10-1611-416.34-50		04/23/2010	VERIZON APRIL 2010	LEGAL		10/2010	52.90	
150-2225-422.34-50		04/23/2010	VERIZON APRIL 2010	COMM CENTER 911		10/2010	51.83	
650-1565-487.34-50		04/23/2010	VERIZON APRIL 2010	FACILITIES BOC		10/2010	77.32	
650-1567-487.34-50		04/23/2010	VERIZON APRIL 2010	FACILITIES CH		10/2010	92.22	
10-1512-415.34-50		04/23/2010	VERIZON APRIL 2010	FINANCE PAT		10/2010	72.86	
150-2221-422.34-50		04/23/2010	VERIZON APRIL 2010	FIRE DEPT		10/2010	574.86	
10-1750-417.34-50		04/23/2010	VERIZON APRIL 2010	HUMAN RESOURCES		10/2010	42.48	
620-1913-482.34-50		04/23/2010	VERIZON APRIL 2010	ITD GIS		10/2010	12.89	
620-1911-482.34-50		04/23/2010	VERIZON APRIL 2010	ITD		10/2010	167.28	
260-5517-455.34-50		04/23/2010	VERIZON APRIL 2010	LIBRARYOUTREACH		10/2010	25.80	
260-5512-455.34-50		04/23/2010	VERIZON APRIL 2010	LIBRARY		10/2010	191.82	
10-1100-411.34-50		04/23/2010	VERIZON APRIL 2010	MAYOR		10/2010	47.52	
601-1550-481.34-50		04/23/2010	VERIZON APRIL 2010	MOTOR POOL		10/2010	41.86	
10-1220-412.34-50		04/23/2010	VERIZON APRIL 2010	DRUG COURT		10/2010	349.71	
10-1212-412.34-50		04/23/2010	VERIZON APRIL 2010	MUNI JUDGE		10/2010	151.08	
240-4301-419.34-50		04/23/2010	VERIZON APRIL 2010	PLANNING		10/2010	12.89	

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249-2196-421.34-50	04/23/2010	VERIZON APRIL 2010	698 1391 DV		10/2010	22.49	
521-1521-493.34-50	04/23/2010	VERIZON APRIL 2010	PARKING		10/2010	351.88	
10-5110-453.34-50	04/23/2010	VERIZON APRIL 2010	PRPL ADM		10/2010	64.51	
10-5121-451.34-50	04/23/2010	VERIZON APRIL 2010	PRPL-RECREATION		10/2010	87.79	
10-5140-436.34-50	04/23/2010	VERIZON APRIL 2010	CEMETERY		10/2010	44.98	
10-5112-452.34-50	04/23/2010	VERIZON APRIL 2010	PARKS PMD		10/2010	43.43	
10-5112-452.34-50	04/23/2010	VERIZON APRIL 2010	PARKS		10/2010	1,605.57	
10-5112-452.34-50	04/23/2010	VERIZON APRIL 2010	PARKS IRRIGATION		10/2010	215.74	
10-1543-415.34-50	04/23/2010	VERIZON APRIL 2010	PURCHASING		10/2010	80.79	
660-3110-431.34-50	04/23/2010	VERIZON APRIL 2010	PW ADM		10/2010	304.78	
209-4451-428.34-50	04/23/2010	VERIZON APRIL 2010	BUILDING		10/2010	205.41	
670-3141-489.34-50	04/23/2010	VERIZON APRIL 2010	ENGINEERING		10/2010	415.57	
541-3121-435.34-50	04/23/2010	VERIZON APRIL 2010	SOLID WASTE		10/2010	47.70	
211-3131-433.34-50	04/23/2010	VERIZON APRIL 2010	STREET/TRAFFIC		10/2010	406.53	
541-3123-435.34-50	04/23/2010	VERIZON APRIL 2010	SW ON CALL		10/2010	74.44	
502-7700-611.34-50	04/23/2010	VERIZON APRIL 2010	PUD ENVIRN 1/2		10/2010	19.12	
512-8700-628.34-50	04/23/2010	VERIZON APRIL 2010	PUD ENVIRN 1/2		10/2010	19.12	
502-7400-603.34-50	04/23/2010	VERIZON APRIL 2010	WATER TREATMENT		10/2010	817.48	
502-7500-609.34-50	04/23/2010	VERIZON APRIL 2010	WATER SYSTEMS		10/2010	382.40	
512-8500-625.34-50	04/23/2010	VERIZON APRIL 2010	WASTEWATER SYS		10/2010	769.99	
502-7312-602.34-50	04/23/2010	VERIZON APRIL 2010	PWBLKNP MTRSHOP		10/2010	458.88	
502-7314-602.34-50	04/23/2010	VERIZON APRIL 2010	PWBLKNP STORES		10/2010	114.72	
502-7311-602.34-50	04/23/2010	VERIZON APRIL 2010	PWBLKNP OFFICE		10/2010	114.72	
512-8400-623.34-50	04/23/2010	VERIZON APRIL 2010	WASTEWATER TREA		10/2010	1,218.51	
606-1931-484.34-50	04/23/2010	VERIZON APRIL 2010	TELECOMM SYS		10/2010	90.47	
571-7142-713.31-60	04/23/2010	VERIZON APRIL 2010	ON-CALL MET		10/2010	96.04	
571-7141-713.34-50	04/23/2010	VERIZON APRIL 2010	MET TRANSIT		10/2010	20.75	
10-4321-419.34-50	04/23/2010	VERIZON APRIL 2010	CODE ENFORCEMT		10/2010	166.93	
150-2170-441.34-50	04/23/2010	VERIZON WSCA APRIL 2010	AN SHELTER MDT		10/2010	225.05	
717-2166-421.34-50	04/23/2010	VERIZON WSCA APRIL 2010	CCSIU AIR CARD		10/2010	542.22	
717-2166-421.34-50	04/23/2010	VERIZON WSCA APRIL 2010	CCSIU RAVEN		10/2010	119.08	
150-2221-422.34-50	04/23/2010	VERIZON WSCA APRIL 2010	FIRE DEPT AIR C		10/2010	45.01	
150-2221-422.34-50	04/23/2010	VERIZON WSCA APRIL 2010	FIRE MDT		10/2010	585.17	
620-1911-482.34-50	04/23/2010	VERIZON WSCA APRIL 2010	ITD AIR CARD		10/2010	77.82	
260-5517-455.34-50	04/23/2010	VERIZON WSCA APRIL 2010	LIBRARYOUTREACH		10/2010	135.07	
150-2111-421.34-50	04/23/2010	VERIZON WSCA APRIL 2010	MDT TOUGHBOOK		10/2010	3,560.05	
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150-2111-421.34-50	04/23/2010	VERIZON WSCA APRIL 2010	POLICE AIR CARD		10/2010	45.01	
150-2111-421.34-50	04/23/2010	VERIZON WSCA APRIL 2010	POLICE USM MDT		10/2010	171.94	
10-5112-452.34-50	04/23/2010	VERIZON WSCA APRIL 2010	PARKS PMD AIR		10/2010	45.01	
209-4451-428.34-50	04/23/2010	VERIZON WSCA APRIL 2010	BUILDING AIR		10/2010	45.01	
502-7500-609.34-50	04/23/2010	VERIZON WSCA APRIL 2010	PUD AIR CARD		10/2010	45.01	
04/30/2010	731951	WILLIAM BROTHERS CONSTRUCTION	8323			76,305.74	
416-0000-201.10-00	04/27/2010	WO0622 WTP L-STRUCTURE	RET RELEASE	261070	10/2010	43,184.29	
416-7493-603.93-40	04/27/2010	WO0622 WTP L-STRUCTURE	5	261070	10/2010	33,121.45	
04/30/2010	731954	YELLOWSTONE COUNTY SHERIFFS	6218			13,137.55	
255-2145-421.12-20	04/27/2010	MISC SERVICES	Q1 OT BENJAMIN	274313	10/2010	3,231.85	

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255-2145-421.79-10	04/27/2010	MISC SERVICES	10-Q1 PE/PI	274313	10/2010	8,000.00	
255-2145-421.12-20	04/27/2010	MISC SERVICES	10-Q1 SKILLEN	274313	10/2010	1,162.50	
255-2145-421.12-20	04/27/2010	MISC SERVICES	10-Q1 SKINNER	274313	10/2010	743.20	
04/30/2010 731955	YELLOWSTONE VALLEY ANIMAL SHEL	20525				39,683.72	
150-2170-441.39-90	04/27/2010	CITY CONTRACT SERVICES	09-1105	274308	10/2010	39,683.72	
DATE RANGE TOTAL *						1,012,954.28 *	

Date: 05/24/2010

TITLE: Special Review #881 - Public Hearing, Triplex proposed for 902 S 32nd Street

PRESENTED BY: Candi Beaudry

Planning & Community

Department: Services

Information

PROBLEM/ISSUE STATEMENT

This is a special review request to allow a three-plex multifamily dwelling on a 10,114 square foot lot in a Residential 6,000 (R-60) zone, on Lots 7-12, Block 238, Billings Original Town. Larry & Marlene Thiel are the owners and Dave Hagstrom is the agent. The applicant is proposing to move in an older, 4-bedroom dwelling, and remodel the structure to install two, 2-bedroom apartments in a new basement, and restore the first floor to a 4-bedroom apartment. The property is addressed as 902 S 32nd Street. The Zoning Commission conducted a public hearing on May 4, 2010, and is forwarding a recommendation of conditional approval on a 3-0 vote.

ALTERNATIVES ANALYZED

Before taking any action on an application for a Special Review use, the City Council shall first consider the findings and recommendations of the City Zoning Commission. In no case shall the City Council approve a special review use other than the one advertised. The Council shall take one of the following actions:

- Approve the application;
- Conditionally approve the application;
- Deny the application;
- Allow withdrawal of the application; or
- Delay the application for a period not to exceed thirty (30) days.

FINANCIAL IMPACT

If approved, the property could be developed for a 3-family dwelling and increase the city's tax base.

BACKGROUND

This is a request for a special review to allow the construction of a three-plex multifamily dwelling on Lots 7-12 of Block 238, Billings Original Town. The lot is currently vacant although a single family dwelling existed on the property many years ago. The property is zoned R-60 and multifamily (3 units or more) dwellings are allowed by special review approval of the City Council. In March 2010, the City Board of Adjustment granted the applicant a variance from the required arterial setback from State Avenue for a new structure. Without the variance approval, this triangular lot would have been difficult to develop even for a single family dwelling. The applicant intends to bring in a house previously removed from the Medical Corridor and stored on property in Yellowstone County for a number of years. The dwelling was previously used as a 4-bedroom single family dwelling. The new basement foundation would have 2, two-bedroom apartments and the first floor remodeled for a third dwelling unit. Off street parking, landscaping, and a small storage building are proposed for the site.

Most of the surrounding property is zoned R-60 with a variety of single family and two-family dwellings. Property south across State Avenue is the location of the Sugar Beet refinery and truck scale. The South Side Neighborhood Plan was adopted by the City Council in 1994 and updated in 2008. There were several major housing and land use goals of this adopted plan including:

- Encourage new housing construction on vacant residential lots
- Encouraging affordable housing units to be located in the neighborhood
- Encourage infill development with commercial and residential structures being built on existing vacant lots
- Discourage commercial development adjacent to residential areas

These goals do support the current application for residential multifamily dwellings on this in-fill parcel along State Avenue. The applicant has proposed a three-plex multifamily development and the site shows 5 off-street parking spaces as required by the site development code. The 2008 Growth Policy also supports in-fill development and new development that is compatible with existing land uses and neighborhoods. This development supports these goals.

The Planning Division reviewed the application with other city departments and recommended conditional approval to the Zoning Commission. Before a recommendation of approval or conditional approval can be made, each special review request must demonstrate conformance with three primary criteria: 1) the application complies with all parts of the Unified Zoning Regulations, 2) the application is consistent with the objectives and purposes of the Unified Zoning Regulations and the 2008 Growth Policy and any neighborhood plan, and 3) is compatible with surrounding land uses and is otherwise screened and separated from adjacent land to minimize adverse impacts. This application conforms to the first criteria in so far that it might be within one of the zoning districts (the R-60 zone) where multifamily dwellings are allowed by special review approval. The form of the application is correct and the submitted site plan appears to be in conformance with site development and zoning regulations for multifamily dwellings.

The application also conforms to the second and third criteria. The zoning regulations adopted by the City Council have the purpose of promoting health, safety and general welfare. The proposed site plan will meet these objectives. In addition, the Planning Division proposed conditions of approval to minimize and otherwise mitigate any adverse impact the development may pose to the surrounding property. The Zoning Commission conducted a public hearing on May 4, 2010, and is forwarding a recommendation of conditional approval on a 3-0 vote.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on May 4, 2010 and the Planning Division presented the application and recommended conditions of approval. The applicant, Mr. Dave Hagstrom, provided an overview of the proposed project and answered questions from the Zoning Commission. The Planning Division presented the Zoning Commission with a letter of support from the South Side Neighborhood Task Force.

Two surrounding property owners provided testimony against the proposed development. Jackie Ziegler and Renee Hettenbaugh of 812 S 32nd Street testified in opposition. Ms. Ziegler and Ms. Hettenbaugh expressed concern with the truck traffic on State Avenue and the conflict with the new residential traffic from this lot on to State Avenue. Ms. Ziegler stated she has witnessed beet hauling trucks drive up over the curb adjacent to this vacant lot and use it for more area to turn around the truck. Ms. Ziegler stated she has seen trucks driving too fast and use this lot as a "safety" zone to get off State Avenue when the street is icy or slushy from snow. Ms. Ziegler stated beet trucks run 24 hours a day, 7 days a week for 4-6 months each year during the harvest time. Ms. Ziegler stated the plan looks reasonable on paper, but is concerned the development is too large for the lot. Ms. Hettenbaugh stated she has witnessed trucks drive through the middle of this lot as well, probably because it is one of the few vacant lots along this stretch of State Avenue. Ms. Hettenbaugh was concerned about residential traffic accessing the site only from State Avenue. Ms. Hettenbaugh requested a clarification of the dwelling entrances as shown on the site plan.

Mr. Hagstrom provide rebuttal to the concerns. He stated the property will be insured as are the beet hauling trucks and any accidental damage from trucks would be covered by the insurance. He stated the structure does fit within the lot and meets all of the required setbacks and has been setback as far as possible from State Avenue to minimize impacts from the street and the sugar refinery operations. Mr. Hagstrom stated the main entrance to the upstairs dwelling would be from the southeast side of the home closest to the parking area and the two downstairs apartment entrances would enter from the 9th Avenue South side of the home. Mr. Hagstrom stated the home he will be moving on to the site has similar architecture to the surrounding neighborhood and when renovated will fit with the existing homes.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

The proposed 3-family dwelling at this location is consistent with adopted plans and policies as presented in the Alternatives Analyzed section of this report.

RECOMMENDATION

The Zoning Commission conducted a public hearing on May 4, 2010 and is forwarding a recommendation of conditional approval on a 3-0 vote. The recommended conditions are as follows:

1. The special review approval shall be limited to Lots 7-12, Block 238, Billings Original Town as shown on the site plan dated April 5, 2010.
2. This special review approval is for the construction of 1, three-plex multifamily dwelling and no other use or expansion of this use is approved or implied with this conditional approval.
3. Development of the site shall be in substantial conformance with the site plan dated April 5, 2010, unless specifically modified by these conditions. Deviations from the approved site plan that change the location of buildings or increase the number of dwelling units will require additional special review approval.
4. This approval shall be limited to 3 dwelling units in 1 structure as shown on the site plan dated April 5, 2010.
5. Any expansion of the gross floor area of the building(s) or number of parking stalls greater than 10% will require an additional special review approval as required by Section 27-613(c) of the Unified Zoning Regulations.
6. At least 1 deciduous tree will be planted along each street frontage including S 32nd Street, 9 Avenue South and State Avenue. The remaining lot area will be landscaped with 75% living material and as required by Section 27-1100, of the Unified Zoning Regulations.
7. Any outside storage of solid waste receptacle(s) shall be shielded with a 6-foot high sight-obscuring enclosure on all sides.
8. These conditions of special review approval shall run with the land described in this special review approval and shall apply to all current and subsequent owners, operators, managers, lease holders, heirs and assigns.
9. The proposed development shall comply with all other limitations of Section 27-613 of the Unified Zoning Regulations concerning special review uses, and all other City regulations that apply

****NOTE**** Approval of this Special Review does not constitute approval of a building permit or fence permit. Compliance with all applicable local codes will be reviewed at the building permit level. This application is for a Special Review as noted above and no other request is being considered with this application. The Planning Division points out that the use and development of the property must be in accordance with the submitted site plan.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Attachment A SR 881 Zoning Map](#)

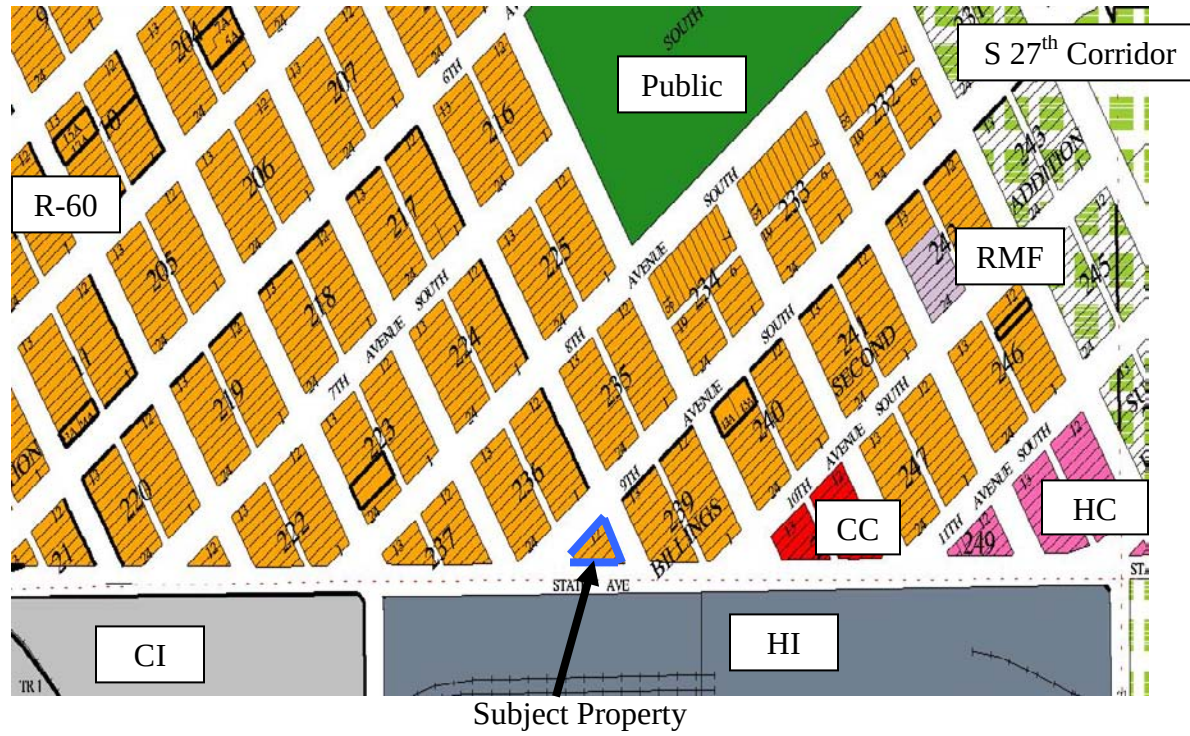
Link: [Attachment B SR 881 Site Photos](#)

Link: [Attachment C SR 881 Site Plan](#)

Link: [Attachment D SR 881 Applicant's Letter](#)

Link: [Attachment E SR 881 SSTF Letter of Support](#)

Attachment A
Special Review #881 – Zoning Map



Attachment B
Special Review #881 – Site photographs



View south from subject property at 902 S 32nd Street



View south and west to State Avenue intersection 9th Avenue South

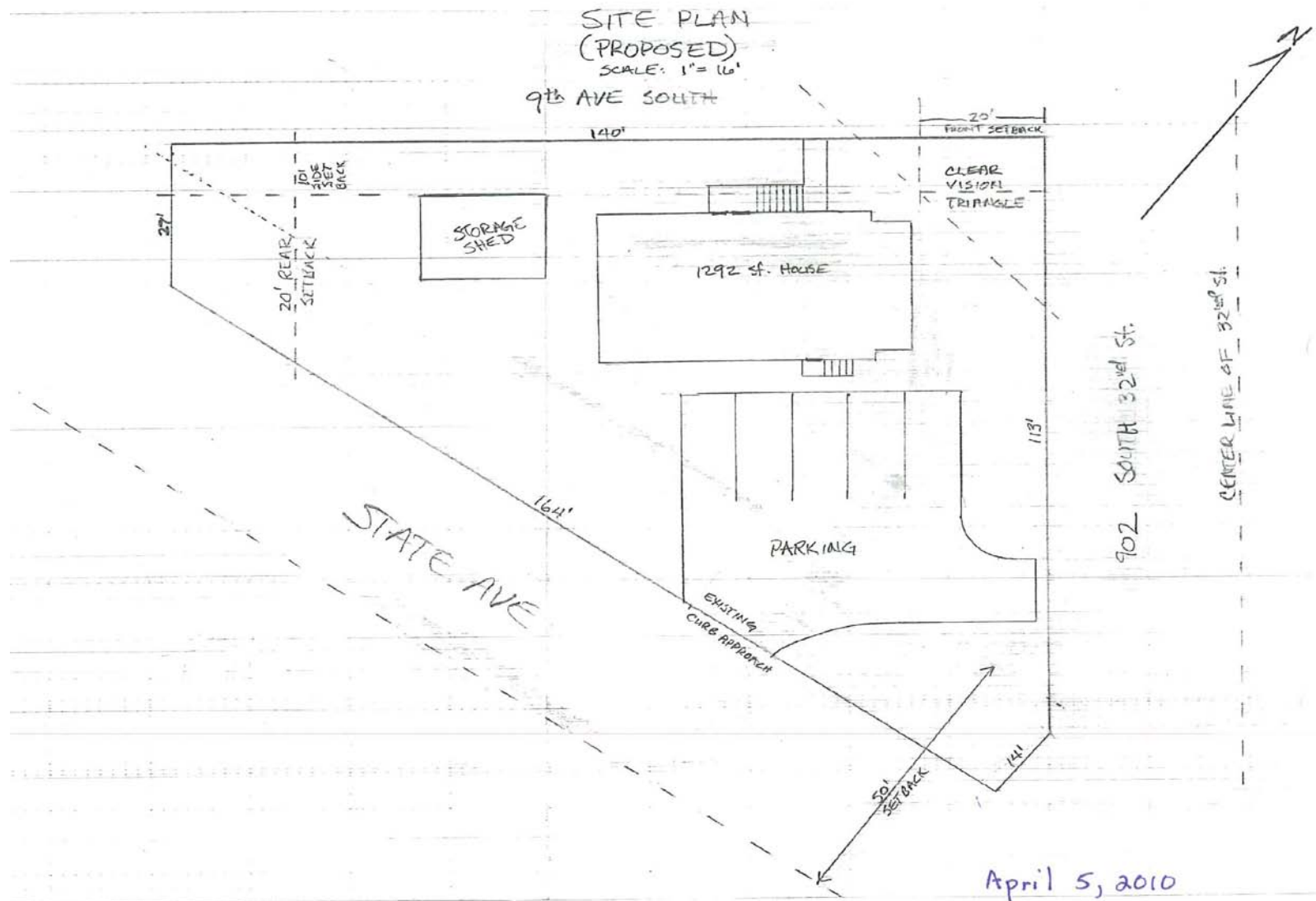
Attachment B, continued
Site photos –Special Review #881



House to be moved on to site and renovated



Attachment C
Special Review #881 – Site Plan



Attachment D
Special Review #881 – Applicant's Letter

Special Review Application Narrative & Description of Proposed Use

As an affordable housing developer and manager for the past 15+ years, I am proposing to build a 3-plex on this 10,500 sf island track of land that sits at the corner of State Ave and 9th Ave South; it is Lot 7-12, Block 237 Billings Original Town. Currently the property is vacant. Records from PUD show a sewer permit from 1953 and neighborhood residents remember a small house on the land years ago. The property is currently zoned R-6000, requiring 8,500 sf for a 3-plex.

This proposed use is consistent with the stated goals and objectives of the 2008 Growth Policy in a number of ways.

First, South Billings is primarily residential and as such is home to many low to moderate income folks. People living in South Billings are generally opposed to industrial and commercial encroachment and most enjoy living in the neighborhood and do so by choice. I am one of them. I have lived at 324 South 31st St for over 20 years. This project would preserve the residential neighborhood integrity and would not be inconsistent with the existing neighborhood density.

A vacant lot is a far less appropriate land use so close to city services than would be the same property utilized to its potential for housing. I propose to move a 1394 sf, 4 bedroom, single story home onto this lot and place it on a new foundation housing two, 2 bedroom apartments. *Total of 3 dwelling units in single structure* Off-street parking, landscaping and design will all be simple to enhance affordability but consistent with all building code minimums. The home is currently of an architectural design consistent with the general age of housing in the neighborhood and will enhance the appearance of the State Ave neighborhood.

Third, this project is close to the city's core and would both benefit from that and be a benefit to it. City core workforce members could easily bike or walk to work. This is housing minutes from downtown, close to groceries and gas and about 1 minutes from Interstate-90. This project represents appropriate in-fill development.

Fourth, ask anyone in the low to moderate income range and they will tell you that for them or someone they know, quality, affordable housing has been hard to find. Most people who apply to our company for housing are living in overcrowded and sub-standard conditions. The recent home mortgage crash has revealed both that not everyone should own their own home and that the price of a home nowadays is out of reach to about 50% of Americans. This development is being cost projected to have rents affordable to individuals and families that earn less than 50% of area median income but it is not a tax-credit or otherwise federally funded project.

Finally, the house to be moved to the site and remodeled is one that was moved from the hospital corridor years ago. Re-using this structure, rather than hauling it to the dump, to create more quality, affordable housing is just plain good stewardship of resources and is a win-win for everyone involved.

Attachment E
Special Review #881 – SSTF Letter of Support

April 27, 2010

Nicole Cromwell, Zoning Coordinator
Planning & Community Services Department
510 North Broadway, 4th Floor
Billings, Montana 59101

RE: Special Review #881
902 S 32nd –Tri –plex

City Zoning Commission Members,

The South Side Neighborhood Task Force voted to support Special Review #881 for the Tri –plex at 902 S 32nd Street at their April 15, 2010 Task Force meeting.

Mr. Hagstrom presented his request and plans for the Tri-Plex. He explained the parking and housing plans. Our Task Force applauds the care that Mr. Hagstrom takes with his projects and provides the much-needed housing for low and moderate-income residents in our neighborhood.

Please consider supporting his request.

Sincerely,

Marion Dozier, Chair,
South Side Neighborhood Task Force
(245-7743)

Date: 05/24/2010

TITLE: Public Hearing and First Reading for an Ordinance to Amend City Code Section 21 for the Solid Waste Division of the Public Works Department

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Section 21-200 of the Billings City Code addresses the collection and disposal of solid waste within and for the City Of Billings. In an effort to keep the city code current, public works staff has been working with the Deputy City Attorney to amend the existing city code for a wide range of issues as shown in the proposed ordinance.

ALTERNATIVES ANALYZED

City Council must hold a public hearing and then may:

- Approve the ordinance revisions; or
- Not approve the ordinance revisions; or
- Modify the revised ordinance upon first reading.

FINANCIAL IMPACT

There are a number of fiscal subsections in Section 21 of the city code. Two subsections of note are:

Section 21-229 states that the city council shall annually determine charges for solid waste services rendered. This process has been in place for some time and will continue.

Section 21-217 – Load Security. The language in this section has been modified to provide a fine of \$35 for all vehicles that operate a vehicle within the city or between the city and the city landfill disposal site transporting material or refuse of any kind or nature that is not fully secured. The existing code separates the vehicles by type and fines.

RECOMMENDATION

Staff recommends that the City Council hold a public hearing and approve the proposed ordinance revisions to city code section 21 as presented.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Ordinance](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY REVISING SECTIONS 21-201, 21-205, 21-207, 21-209, 21-211, 21-212, 21-213, 21-214, 21-216, 21-217, 21-226, 21-229, 21-234, 21-236, 21-238, and 21-240; UPDATING AND CLARIFYING SOLID WASTE REGULATIONS; AND PROVIDING FOR THE REPEAL OF SECTIONS 21-231, 21-232 and 21-233 AND DECLARING SAME TO BE NULL AND VOID AND OF NO EFFECT.

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

Section 1. That Section 21-201 of the Billings, Montana City Code be amended so that such section shall read as follows:

Sec. 21-201. Definitions.

The following words and phrases, when used in this article, shall have the following meanings:

Commercial means all business, industrial, institutional or agricultural establishments and all other properties that do not meet the residential definition, including transient quarters. Residential, consisting of more than one (1) single-family unit receiving refuse collection and disposal service other than once-a-week collection from thirty-two (32) gallon or smaller receptacles, are classified as commercial. The City may allow multi-plex units to be classified as commercial at the owner's request.

Residential means any property used as a permanent dwelling or abode by one (1) or more families including but not limited to single and multi-family, multi-plex, townhouse, apartment house, condominium, or any other housing unit, which receives once-a-week collection of refuse contained in either thirty-two (32) gallon or less receptacles or once-a-week automated collection of special receptacles provided by the city designed for use by one or more ~~than one (1)~~ families. Transient quarters, generally used as temporary residences, such as motels and hotels, are specifically excluded from the residential classification.

Section 2. That Section 21-205 of the Billings, Montana City Code be amended so that such section shall read as follows:

Sec. 21-205. Yard rubbish.

All trimmings from trees, shrubs and hedges shall be securely tied in bundles not heavier than seventy-five (75) pounds, nor more than four (4) feet in length, nor more than two (2) feet in diameter, and shall be left at or near the place specified for receptacles. Tree branches, limbs or the trunks placed for collection shall not exceed six (6) inches at the large end. Any rubbish not meeting these specifications may or may not be collected at the option of the city. All yard rubbish resulting from the work of a contractor or the like shall be removed by means provided by and at the sole expense and cost of the contractor.

Section 3. That Section 21-207 of the Billings, Montana City Code be amended so that such section shall read as follows:

Sec. 21-207. Same--Number required.

(a) *Residential properties.* When receptacles are not provided by the city, there shall be a sufficient number of receptacles to adequately hold the accumulation of garbage refuse for a period of seven (7) days.

(b) *Commercial properties.* There shall be sufficient receptacles to contain all refuse generated between scheduled collection times. More frequent collections, additional or larger receptacles may be required at the direction of the city if there is an insufficient available capacity to contain~~ed~~ the refuse generated.

Section 4. That Section 21-209 of the Billings, Montana City Code be amended so that such section shall read as follows:

Sec. 21-209. Same--Size of residential containers.

When receptacles for refuse are provided by property owners, receptacles shall not be less than eighteen (18) inches nor more than twenty (20) inches in diameter and shall not exceed thirty-two (32) gallons in capacity nor be less than fifteen (15) gallons in capacity, and shall be of galvanized ~~iron or~~ metal or of similar character, with convenient handles for carrying and shall be watertight with tight fitting covers. Plastic containers, receptacles, bags or sacks designed for the accumulating, storage and handling of refuse are also acceptable. Refuse placed in receptacles not meeting these specifications may or may not be collected ~~or not~~ at the option of the city.

Section 5. That Section 21-211 of the Billings, Montana City Code be amended so that such section shall read as follows:

Sec. 21-211. Preparation of refuse for collection.

(a) Ashes to be collected shall not contain any hot coals or ashes and shall be placed in a proper container. The collectors are not required to collect hot ashes.

(b) Refuse resulting from contract ~~or hire construction~~ operations, tree trimming or removal including earth, plaster, metal, tile, brick, terra cotta, slate, shingles, roofing, tin, iron and construction litter in general shall be removed and disposed of by the person responsible for its production and in a manner and place approved by the city; provided, however, that small quantities of building rubbish resulting from minor alterations, or tree trimming done solely by the householder, will be collected by the city if properly contained.

(c) Combustible rubbish of every kind whatsoever shall be securely wrapped, packed or contained in a manner that will prevent scattering by the wind and shall be deposited in a proper receptacle.

Section 6. That Section 21-212 of the Billings, Montana City Code be amended so that such section shall read as follows:

Sec. 21-212. ~~Molesting~~ Disturbing refuse receptacles.

No person shall ~~molest~~, remove, handle, pick or otherwise disturb the refuse receptacles or the contents thereof which have been properly placed for collection. This section shall not apply to the owner, occupant, lessee of residence, dwelling or other building so placing the refuse and receptacle or to others whose legal duty it is to handle the receptacles or contents, or to those who have been issued a permit for such purpose. This section shall not restrict the authority of law enforcement officials to conduct a search of refuse receptacles.

Section 7. That Section 21-213 of the Billings, Montana City Code be amended so that such section shall read as follows:

Sec. 21-213. Use of landfill by persons other than city.

(a) Use of the landfill by persons other than the City shall be in accordance with annual Landfill Use Agreements between the City of Billings and other cities, towns, and counties within the City Of Billings service area. Use of the landfill shall be subject to ~~Any person after payment of the fees in the manner set forth in this chapter. sections 21-229-21-234 shall be allowed to deposit refuse of any kind that is acceptable to the city within the confines of the city landfill; provided, that all such~~ Refuse shall be acceptable to the City and be deposited in strict accordance with all rules and regulations governing the city landfill.

(b) ~~Disposal of all building materials, tree limbs or other refuse, not hauled by a property owner producing such refuse or not picked up by the city, shall be~~

subject to landfill fees as herein established. City of Billings residents hauling non-business waste from their primary residence will not be charged if the waste is hauled in a vehicle no larger than a ¾ ton pickup truck, or equivalent size trailer. Fees will apply for special waste in accordance with the disposal fee resolution adopted by the City Council annually.

(c) Employees of the city in charge of maintaining the landfill are authorized to request of any person to produce proper registration of any vehicle, issued by the state, to certify that the vehicle is owned by a resident or nonresident of the city. Employees in charge of maintaining the landfill are further authorized to request any other suitable identification from operators or owners of vehicles to determine whether such person is a resident or nonresident.

(d) Payment of landfill fees ~~required in subsection (b)~~, by private refuse haulers and contractors shall be allowed by monthly billing after establishment of acceptable credit. Any account which is delinquent more than sixty (60) days shall be refused the right to dispose of any refuse at the city landfill until the account is paid in full.

Section 8. That Section 21-214 of the Billings, Montana City Code be amended so that such section shall read as follows:

Sec. 21-214. Collection by city exclusive.

(a) It is unlawful for any person other than the city to engage in the business of collecting, removing and disposing of refuse within the jurisdiction of the city, or for any person other than the city, its agents or employees to do or perform any of the things herein required to be done or performed by the city, except:

(1) As provided in sections 21-215 and 21-203;

(2) For drop-box service on construction sites; and

(3) ~~For any commercial customer who was receiving service on July 1, 1989, from and as an established customer of a private hauler and who does not request and receive service from the city during the exemption period. This exception terminates five (5) years after the adoption of this Ordinance Number 89-4814. Upon termination of this exception, commercial customers who have not contacted the solid waste division concerning the establishment of city collection will be assessed a charge for collection of its refuse equal to the charge for a similar and comparable business receiving city collection. As provided by section 7-2-4736, MCA, preservation of existing garbage or solid waste service in the event of annexation.~~

(b) The city administrator with the consent of the city council may call for bids on any areas that may be opened for competitive bidding by private haulers.

Section 9. That Section 21-216 of the Billings, Montana City Code be amended so that such section shall read as follows:

Sec. 21-216. Supervision of disposal.

All matters relating to the collection, removal and disposal of refuse, unless specifically placed under the direction of the city/county board of health, shall be done and performed under the supervision, direction and control of the city administrator, or designee, and in strict conformity with the provisions of this article and with any additional rules and regulations that may be made from time to time by the city administrator.

Section 10. That Section 21-217 of the Billings, Montana City Code be amended so that such section shall read as follows:

Sec. 21-217. Load security.

No person for himself or herself or on behalf of any other person shall operate a vehicle within the city or between the city and the city landfill disposal site transporting material or refuse of any kind or nature which is not fully secured. "Unsecured loads" are defined as a load of any quantity of any material or refuse that is not fully tied, covered or enclosed in such a manner that material being transported cannot be spilled, blown, dropped or otherwise lost from the transporting vehicle. Any person violating this section on load security shall be guilty of a misdemeanor, shall be issued a citation and notice to appear, shall be required to unload in a designated landfill area and shall pay a minimum fine ~~as follows:~~ of \$35.00.

~~Cars and station wagons . . . \$5.00~~
~~Pickup trucks and small trailers . . . 5.00~~
~~Up to one and one-half ton trucks . . . 20.00~~
~~Up to five tons single axle . . . 35.00~~
~~Over five tons tandem axle . . . 50.00~~
~~Semi-trailers . . . 50.00~~

~~Such amounts may be forfeited without the necessity of appearance in court.~~ The maximum fine is as provided in section 1-110. Upon subsequent offenses by the same person, ~~no forfeiture will be allowed, an appearance in court is required and~~ the offender will be subject to a penalty as provided for other violations of this article as provided in section 1-110. For the purposes of this section the Solid Waste Superintendent, or designee(s), is authorized as the enforcement officer and

is granted the authority to enforce the provisions of this section and issue citations.

Section 11. That Section 21-226 of the Billings, Montana City Code be amended so that such section shall read as follows:

Sec. 21-226. Assessment against property.

The cost of collecting and/or disposing of refuse, from the streets, alleys and private premises of the city shall ~~in all cases~~ be assessed wherever possible and taxed against the real estate from which such refuse is produced or collected.

Section 12. That Section 21-229 of the Billings, Montana City Code be amended so that such section shall read as follows:

Sec. 21-229. Annual determination of charges for services rendered.

~~On or before July first of each year the council shall provisionally pass a resolution setting the commercial and residential collection and disposal rates, and the landfill fees.~~ Not later than the first Monday regular council meeting in August of each year, the council shall finally hold a public hearing and pass and adopt a the resolution setting the commercial and residential collection and disposal rates, landfill fees, and any other miscellaneous fees or charges deemed appropriate and necessary. The resolution shall list the fee schedules. ~~fixing the rates and fees as determined by the council. From the time of provisional passage until final passage and adoption the council may adjust rates and fees as deemed necessary.~~

Section 13. That Section 21-231 of the Billings, Montana City Code is hereby repealed and declared null and void and of no effect.

Sec. 21-231. ~~Provisional resolution.~~

~~The city council shall pass provisionally a resolution levying and assessing refuse fees in accordance with the extensions made pursuant to section 21-230.~~

Section 14. That Section 21-232 of the Billings, Montana City Code is hereby repealed and declared null and void and of no effect.

Sec. 21-232. Substance of resolution.

~~The resolution required by section 21-231 shall give the number and description of each property to be assessed, the service provided to that property, the total~~

~~amount of such assessment, the name of the owner if known, and the date when the city council will hear objections.~~

Section 15. That Section 21-233 of the Billings, Montana City Code is hereby repealed and declared null and void and of no effect.

Sec. 21-233. Notice to lot owners.

~~The council shall publish at least once in a newspaper of the city a notice to all property owners of the passage of the resolution described in sections 21-231 and 21-232, and the time and place for hearing objections to its final passage.~~

Section 16. That Section 21-234 of the Billings, Montana City Code be amended so that such section shall read as follows:

Sec. 21-234. Hearing of objections; changes; final passage.

At the time set for hearings objections to the final passage of the resolution referred to in section 21-~~234~~ 229, or at a time to which such meeting may be adjourned, the city council shall pass upon all objections and make such changes in the assessments as it shall deem necessary and proper after hearing such objections, and shall ~~finally~~ adopt such resolution. Thereafter, the city clerk shall incorporate such changes in the list of charges as extended.

Section 17. That section 21-236 of the Billings, Montana City Code be amended so that such section shall read as follows:

Sec. 21-236. Change in assessment.

If the service for which an assessment was made changes, whether because of an exorbitant quantity of refuse, lack of sufficient number of receptacles, or a requested change in service by the property owner or occupier, and the assessment made against the property is no longer proper for the service provided, an additional assessment or a refund of a portion of the prior assessment as appropriate, will be made for the period beginning from the first day of the month following the date of change until the last day of the fiscal year for which the assessment is being changed. If there is an additional assessment, the additional amount will be billed by the city direct for the balance of the assessment period. The additional assessment shall be ~~done~~ due and payable upon billing.

Section 18. That section 21-238 of the Billings, Montana City Code be amended so that such section shall read as follows:

Sec. 21-238. Refunds.

No refunds of charges collected under this division shall be made ~~on objections after the final passage of the resolution referred to in section 21-231,~~ except in cases of obvious error; or change of service ~~as provided for in section 21-236.~~

Section 19. That section 21-240 of the Billings, Montana City Code be amended so that such section shall read as follows:

Sec. 21-240. Refuse requiring special handling.

Disposal of refuse of a kind for which other provision is not made shall be made pursuant to this section. Any refuse placed upon the alleys or streets which does not come within the provisions of this article may be removed therefrom at the expense of the owner of the property from which such refuse originates. The city ~~shall~~ may submit a bill to the persons liable for the removal of such refuse. If the amount is not paid within ten (10) days after the bill is submitted, then the charge shall be collected in the same manner as the collection of other refuse fees, as provided in this chapter sections 21-234 and 21-235.

Section 20. EFFECTIVE DATE. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 21. REPEALER. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 22. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

Section 23. CODIFICATION. The provisions of this ordinance shall be included and incorporated in the Billings, Montana City Code as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

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

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

CITY OF BILLINGS

By _____
Thomas W. Hanel, Mayor

ATTEST:

By _____
City Clerk

Regular City Council Meeting

Regular : 4.

Date: 05/24/2010

TITLE: Public Hearing and First Reading of an Ordinance Expanding Ward IV: Annexation #10-02

PRESENTED BY: Candi Beaudry

Department: Planning & Community

Services

Information

PROBLEM/ISSUE STATEMENT

On May 10, 2010, the City Council approved the annexation of a property legally described as Tract 2A, Certificate of Survey 3364, Amended (see Attachment A). The request for annexation was submitted by KZ Bar, Limited Partnership, the owner of the property. Upon annexation, the property must be added to one of the City's election wards. The first reading and public hearing on the ordinance to add the property to Ward IV will be conducted at this meeting. The second reading of the ordinance will be conducted on June 14, 2010.

ALTERNATIVES ANALYZED

Upon annexation, the property must be added to one of the City's election wards. Ward IV is the logical choice for this property, as it surrounds the property.

FINANCIAL IMPACT

There are no direct financial impacts if this ordinance is approved.

RECOMMENDATION

Staff recommends that the City Council hold the public hearing and approve the first reading of this ordinance that adds property to City Ward IV.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Ward Ordinance](#)

ATTACHMENT A

ORDINANCE NO. 10-_____

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD IV PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

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

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to the following designated Ward the following described real property:

A tract of land situated in the SW1/4 of Section 34, T.1N., R.25E., P.M.M., Yellowstone County, Montana, more particularly described as:

Tract 2A, Certificate of Survey No. 3364 Amended, Recorded March 25, 2010, under Document No. 3544428, Records of Yellowstone County.
Containing 1.911 gross and net acres.
(# 10-02) See Exhibit "A" Attached

2. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.
3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

PASSED by the City Council on the first reading this 24th day of May, 2010.

PASSED by the City Council on the second reading this 14th day of June, 2010.

THE CITY OF BILLINGS:

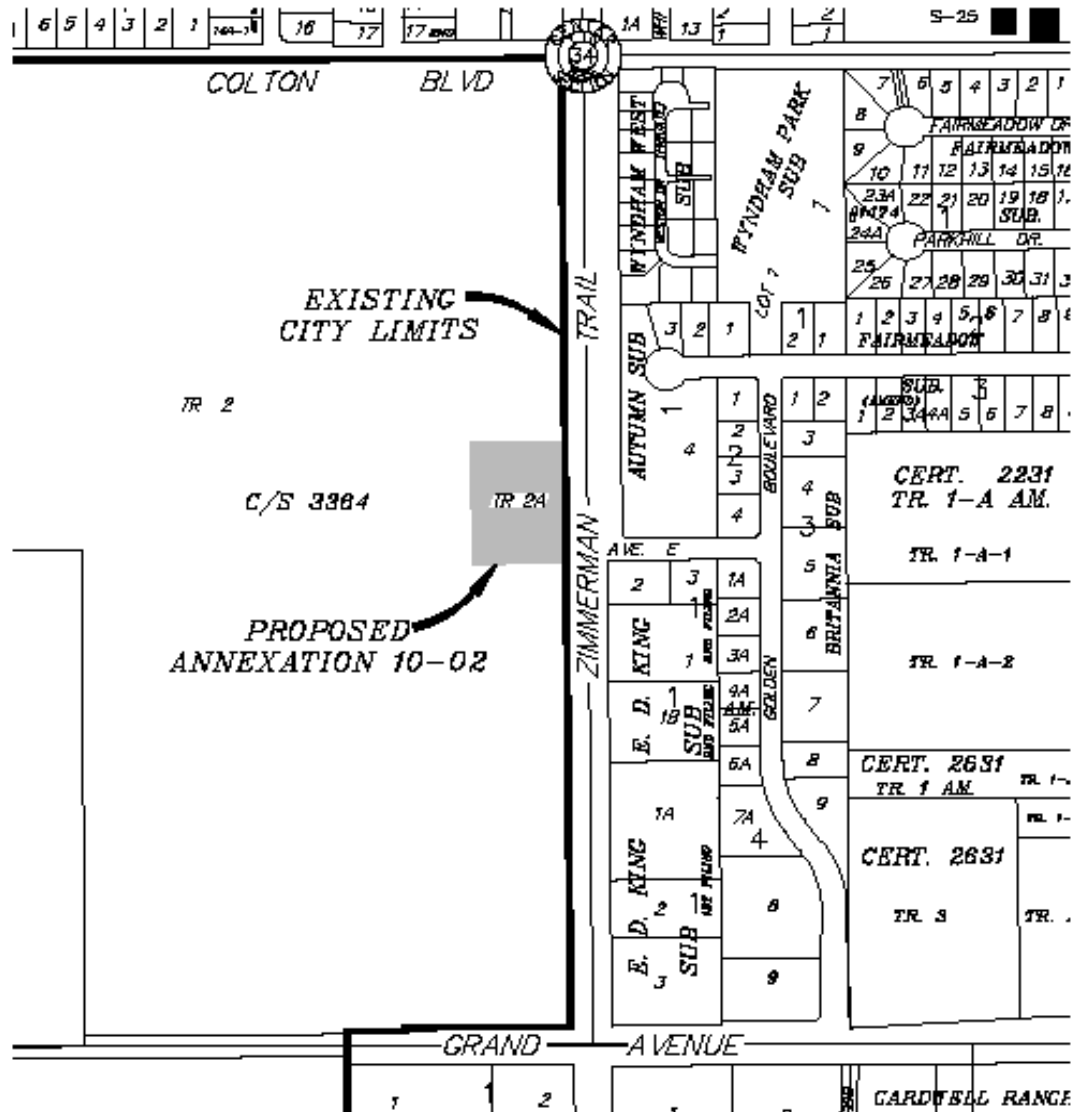
Thomas W. Hanel, MAYOR

ATTEST:

BY:_____
Cari Martin, CITY CLERK

(AN 10-02)

EXHIBIT A



Date: 05/24/2010

TITLE: Montana Public Employees Association, Billings Police Unit 2009-2011 Grievance and Arbitration Procedure Language

PRESENTED BY: Tina Volek

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

All police officers below the rank of Sergeant are represented by the Montana Public Employees Association, Billings Police Unit (MPEA). The Collective Bargaining Agreement (CBA) between the City of Billings and MPEA expired on June 30, 2009. Last June, the MPEA and City of Billings reached a tentative agreement on all items except one. Neither City Administration nor MPEA officials wanted to delay implementation of the tentatively agreed upon items, but the new CBA could not be approved by either party until all issues were resolved. Therefore, the parties developed a document that stipulated that all items except one were agreeable, that those tentatively approved items should be implemented and that the single disputed issue would proceed through mediation and arbitration. On July 13, 2009, the City Council approved the stipulation. The MPEA and the City of Billings continued to meet and have tentatively agreed on the final item regarding the Grievance and Arbitration procedure. This language requires MPEA members to first proceed through the grievance procedure of the CBA for all disputes, controversies or claims arising out of or relating to the CBA before advancing to arbitration or an alternative review process. The City and Union believe this language is beneficial because it requires members to notify the City of a disagreement before selecting an alternative review process; thus, providing the City and the Union an opportunity to resolve the issue at the lowest level.

ALTERNATIVES ANALYZED

City Council may:

- Approve the tentatively agreed upon Grievance and Arbitration language.
- Not approve the tentatively agreed upon Grievance and Arbitration language.
- Not approve the tentatively agreed upon Grievance and Arbitration language with instructions to staff regarding the disputed issue.

FINANCIAL IMPACT

There is no financial impact to the City regarding the Grievance and Arbitration language.

RECOMMENDATION

City staff recommends that City Council approve the Grievance and Arbitration language that allows final implementation of all agreements in a MPEA Billings Police Unit Collective Bargaining Agreement.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Approved Grievance Language](#)

ARTICLE III

Grievance & Arbitration Procedures

- A. A grievance is defined as a dispute or a difference of interpretation between a non-probationary employee(s) and the Employer involving economic issues or disciplinary actions as expressly provided in the terms of the Agreement. Disciplinary actions involving written warning/reprimand letters, suspension, or discharge shall be grievable; all lesser disciplinary actions are not grievable. If a number of employees have a grievance involving the same issue(s), the grievance shall be filed as one (1) joint grievance.
- B. Employees designated by the Union as Stewards must be certified in writing to the Employer. A steward shall be authorized a reasonable amount of time to process a grievance during regular work hours provided the Steward has the Supervisor's approval and does not disrupt the work of others. A Steward, who cannot be released upon request due to work requirements, will be released as soon as work permits, but no later than the beginning of his or her next scheduled shift. An updated steward list shall be provided to City Human Resources in January of each year. The Union also agrees to supply an updated steward list anytime during the calendar year that the City requests such an update in writing.
- C. Failure to comply with the established formal procedures provided in this Article shall constitute a waiver to continue the grievance and/or arbitration procedures by the party in default. If the Employer fails to respond to a grievance, it shall be automatically moved to the next step.
- D. All disputes, controversies, or claims arising out of or relating to this contract must first proceed through the grievance procedure (section E) of this agreement before advancing to arbitration or an alternative review process.

E. Grievance and Arbitration Procedure:

Step 1: An employee who has a grievance shall meet and submit the grievance, in writing, to his/her supervisor and shall provide a copy to the Captain in charge of the Office of Professional Standards. The written grievance must contain the following minimal information:

1. The name and signature of the grievant (the signature requirements shall be waived if the grievant is physically unable to sign the grievance form);
2. The date the grievance occurred;
3. The issue and nature of the grievance;
4. The terms of the Agreement in dispute; and
5. The adjustment sought.

Grievances must be initiated no later than ten (10) business days after the grievable act occurred or the first opportunity to have reasonably had knowledge of its occurrence. The supervisor's response to the grievance shall be in writing and within five (5) business days of the Step 1 meeting.

Step 2: Within the same five (5) business days following the Supervisor's response to the grievance, the employee and Steward shall notify the Union Field Representative of the result of the discussion. The Union Field Representative shall convene the local chapter's Grievance Committee (President, Vice President, Secretary or Treasurer and two optional representatives.) The grievance shall be presented in written form containing as a minimum the following information:

- a. The name of the grievant(s);
- b. The date(s) of the grievance;
- c. The nature of the grievance;
- d. The terms of the Agreement in dispute;
- e. The adjustment sought;
- f. The grievant(s') signature(s);
- g. The date discussed verbally with supervisor, who the supervisor was, and a brief description of the result of the meeting; and

- h. The signature of the Union Field Representative.

~~After review, the Grievance Committee shall decide if the grievance is to move to Step 3 of the Grievance Process or if the grievance does not have merit. The Grievance Committee's decision is final.~~

Step 3: The grievance must be filed with the Human Resources Manager the next business day. Within ten (10) business days of receipt of the grievance, a meeting will be held between the key individuals in the grievance including: the employee, the Union Steward, the Union Business agent, the supervisor, the Police Chief or designee and a representative from Human Resources Office to discuss the grievance. The Human Resources office will set up this meeting and will respond to the grievance in writing within ten (10) business days after the meeting is held.

Step 4: If the grievance is not resolved at step 3, then the Human Resources office will set up a meeting between the Police Chief or designee, the City Administrator, the Union Business Agent, and the Human Resources Manager (or designated representative) to discuss the grievance. The City Administrator will respond in writing with an answer to the grievance within ten (10) business days - after the step 4 discussions.

F. Election of Remedies:

After completing the grievance procedure (section E) of this agreement:

- 1) The Grievance Committee shall decide if the grievance has merit and may move to the arbitration procedure (section G) of this article.
- 2) If the grievance is not resolved based on management's response in Step 4, the Union may, within ten (10) business days of the City Administrator's response, notify the Human Resources Manager in writing of the Union's intention to submit the grievance to final and binding arbitration under Section G.
- 3) If an alternative review process is elected, an employee waives all rights for review of his/her grievance through this Agreement's arbitration procedure (Section G.)

G. Arbitration Procedure:

The Union shall request the Federal Mediation and Conciliation Service, the Montana Department of Labor, or the American Arbitration Union to provide a list of five arbitrators. The parties shall, within fifteen (15) business days of the receipt of the list, select the arbitrator by the method of alternately striking names with the parties flipping a coin to determine who strikes the first name. The final name left on the list shall be the arbitrator. The arbitrator chosen will be contacted immediately and asked to start proceedings at the earliest possible date. During the arbitration proceedings, all evidence shall be presented. The arbitrator's decision shall be final and binding on both parties, but the arbitrator shall not have the power to alter the terms of this Agreement, City Ordinance, State, or Federal Law. The arbitrator's decision shall be within the scope and terms of this Agreement, and he or she shall be requested to issue his/her decision within 30 calendar days after the conclusion of the proceedings, including filing of briefs, if any. Expenses for the arbitrator's services shall be borne equally by the City and the Union.

- H. Other persons may replace any position mentioned in the above procedures, so long as the other party is notified in advance and provided that such appointee has full authority to act in the capacity of the person replaced.

~~Any employee, who attempts to adjust a grievance issue through an alternative review process, such as the Courts, State Agencies, or similar recognized judicial bodies, waives all rights for further review of his grievance through this Agreement's grievance process.~~

- I. It is understood and agreed that when an employee files a grievance, the act of filing such a grievance shall constitute his/her authorization to the Employer to reveal to the participants in the grievance and/or arbitration procedures any and all information available to the Employer relating to said grievance. Such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.
- J. Time limits at any stage of the grievance and/or arbitration procedures may be extended by written mutual agreement of the parties at that step.
- K. Business days shall be defined as Monday through Friday, excluding recognized City of Billings' Holidays.