

# CITY OF BILLINGS

## CITY OF BILLINGS VISION STATEMENT:

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

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## AGENDA

**COUNCIL CHAMBERS**

**March 10, 2014**

**6:30 P.M.**

**CALL TO ORDER:** Mayor Hanel

**PLEDGE OF ALLEGIANCE:** Mayor Hanel

**INVOCATION:** Councilmember Yakawich

**ROLL CALL:** Councilmembers present on roll call were:

**MINUTES:** February 24, 2014

**COURTESIES:**

**PROCLAMATIONS:**

**ADMINISTRATOR REPORTS - TINA VOLEK**

**PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1 & #2 ONLY. Speaker sign-in required.** (Comments offered here are limited to one (1) minute. Please sign in at the cart located at the back of the council chambers or at the podium. Comment on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For Items not on this agenda, public comment will be taken at the end of the agenda.)

1. **CONSENT AGENDA** -- Separations:

A. **Bid Awards:**

1. **2014 Airport Sanitary Sewer Extensions.** (Opened 2/25/2014) Recommend Cayton Excavation; 154,532.

- B. **Contract** (3-year) with Tetra Tech for Groundwater and Landfill Gas Monitoring Services; \$112,702.94.
  
- C. **Preliminary Subsequent Minor Plat** of Hogan Homestead Subdivision described as 2 lots on approximately 5.5 acres of land on the northeast corner of the intersection of Overland Avenue and Creekside Road; Veeder Homestead, LLC f/k/a LADS Riverside LLC, owner; Sanderson Stewart, agent; conditional approval and adoption of the Findings of Fact.
  
- D. **Final Plat** of Emma Jean Heights Subdivision, 2nd Filing.
  
- E. **Bills and Payroll:**
  - 1. February 10, 2014
  
  - 2. February 18, 2014

**REGULAR AGENDA:**

- 2. **RESOLUTION** approving \$178,000 Special Improvement District 1395 Bonds, fixing the form and details and providing for the execution and delivery of the bonds. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
  
- 3. **PUBLIC HEARING AND RESOLUTION** approving and adopting Fiscal Year 2013/2014 budget amendments. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
  
- 4. **PUBLIC HEARING AND AGREEMENT AMENDMENT** releasing the Oasis Water Park \$100,000 Irrevocable Standby Letter of Credit; or releasing the \$100,000 Irrevocable Standby Letter of Credit and Eliminating the Deed Restrictions. Parks, Recreation & Cemetery Board recommends denial of the request. (Action: approval or disapproval of Parks, Recreation & Cemetery Board recommendation.)

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

**COUNCIL INITIATIVES**

**ADJOURN**

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

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

**Regular City Council Meeting**

**Meeting Date:** 03/10/2014

**TITLE:** Bid Award - 2014 Airport Sanitary Sewer Extensions

**PRESENTED BY:** Tom Binford, Director of Aviation & Transit

**Department:** Airport

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**PROBLEM/ISSUE STATEMENT**

Included in the Airport's Capital Improvement Program (CIP) is the 2014 Sanitary Sewer Extension Project. The Airport's west end Office Building was recently remodeled to add more office space for the current tenant and the existing septic tank and drain field is challenged to handle the increased usage. This project will remove the existing septic tank and drain field and connect the building to the Airport's sanitary sewer system. Also included in this project is a sewer upgrade for the executive hangar area, which will include the removal of an abandoned septic tank and an existing 4" sewer line, and the installation of a new 8" sewer line. This project was advertised in the *Billings Times* for three weeks and was posted on the City's Web Site. On February 25, 2014 the following bids were received:

Contractor	Bid
Cayton Excavation	\$154,532.11
Hample Excavation	\$203,133.58
COP Construction	\$214,982.00
Western Municipal	\$223,066.02
Dick Anderson Construction	\$302,564.00

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the Award for the Sanitary Sewer Improvements; or
- Decline to approve the Award, possibly delaying this project.

**FINANCIAL IMPACT**

The total cost of this project is \$154,532.00. The funding for this project is available in the Airport's Capital Improvement Program account.

**RECOMMENDATION**

Staff recommends the City Council approve the award of the 2014 Airport Sanitary Sewer Extensions to the low bidder Cayton Excavation, for the amount of \$154,532.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 03/10/2014

**TITLE:** Contract for Groundwater and Landfill Gas Monitoring Services

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**PROBLEM/ISSUE STATEMENT**

The Solid Waste Division of the Public Works Department is required by State and Federal regulations to complete semi-annual groundwater monitoring and quarterly landfill gas monitoring at the Billings Regional Landfill. The current three-year contract to provide these services expired January 2014. Staff conducted a formal consultant selection process and four proposals were received and reviewed by the committee, with Tetra Tech as the selected consultant. Staff is requesting a three-year contract with an option for a two-year extension to maintain consistency in the monitoring requirements.

**ALTERNATIVES ANALYZED**

As owner and operator of the Billings Regional Landfill, the City of Billings is required by State and Federal regulations to conduct groundwater and landfill gas monitoring. Failure to do so would result in non-compliance, Montana Department of Environmental Quality enforcement action and monetary penalties.

**FINANCIAL IMPACT**

The Solid Waste Division annually budgets adequate funds to complete the required environmental monitoring and reporting for the Billings Regional Landfill. The contract amount of \$112,702.94 represents an increase of \$2,705.94 over a similar three-year contract awarded in 2011.

**BACKGROUND**

Federal and state environmental regulations require all owners and operators of municipal solid waste landfills to perform semi-annual groundwater and quarterly landfill-gas monitoring to determine environmental impacts from landfill operations. The Billings Regional Landfill, owned and operated by the City of Billings, is Montana's largest municipal solid waste landfill. The landfill receives over 225,000 tons of waste per year from a six-county area. The site has been active since the early 1960's. Although the areas currently receiving waste consist of lined cells, more than 80 acres of waste sit on unlined ground.

The first groundwater-monitoring program was initiated in the 1970's using bailing procedures. In the 1980's, a Well Wizard sampling system, consisting of dedicated, down-hole air-activated pumps, was installed to assure accuracy and consistency in sample collection. In 1993, the State of Montana adopted the performance standards for landfill groundwater monitoring and landfill-gas control under the U.S. Environmental Protection Agency's Subtitle D regulations (40CFR, Part 258). In anticipation of the Federal and State requirements, the City of Billings installed a series of landfill-gas and groundwater monitoring wells in October 1992. The groundwater monitoring system currently consists of seven wells, two background and five down gradient, sampled and analyzed semi-annually for approximately 80 parameters under ARM

17.50.1306 of the Montana Solid Waste management regulations. The landfill-gas monitoring program consists of seven on-site wells and 25 on-site structures.

The current contract for environmental services expired following completion of the January 2014 landfill-gas monitoring event. This contract would provide for the necessary services to continue the on-going monitoring program at the Billings Regional Landfill involving data collection, sampling, laboratory testing, hydrogeologic and geologic analyses, statistical analysis and documentation of groundwater and landfill gas. The Solid Waste Division completed a formal consultant selection process in January 2014 and recommends Tetra Tech.

**RECOMMENDATION**

Staff recommends that City Council approve the Contract for Professional services with Tetra Tech in the amount of \$109,997.00 to provide three years of groundwater and landfill-gas monitoring services at the Billings Regional Landfill.

**APPROVED BY CITY ADMINISTRATOR**

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Contract

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**CONTRACT FOR PROFESSIONAL SERVICES**  
**FOR**  
**Environmental Monitoring and Consulting Services**  
**City of Billings**  
**Regional Landfill**

THIS CONTRACT, made and entered into \_\_\_\_\_, 20\_\_\_\_\_, by and between the following:

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

and

Tetra Tech  
618 South 25th Street  
P O Box 30615  
Billings, Montana 59107

**W I T N E S S E T H:**

WHEREAS, the CITY has need for an environmental consultant and;

WHEREAS, the CITY has authority to contract for consulting environmental services, and;

WHEREAS, the CONSULTANT represents that he is qualified to perform such services, is in compliance with the Montana Statutes relating to environmental consulting 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:

1. CONSULTANT RIGHTS AND DUTIES: The CONSULTANT'S duties and responsibilities include the following:
  - A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the CONSULTANT'S portion of the project as defined in the scope of work and to prepare and deliver to the CITY all plans, specifications, bid documents and other material as designated herein.
  - B. Ascertain such information as may have a bearing on the work from local units of government, utility companies and private organizations and shall be authorized to procure information from other authorities besides the CITY, but shall keep the CITY advised as to the extent of these contacts and the results thereof.

- C. Prepare and present such information as may be pertinent and necessary, in order for the CITY to pass critical judgment on the features of the work. The CONSULTANT shall make changes, amendments or revisions in the detail of the work as may be required by the CITY. When alternates are being considered, the CITY shall have the right of selection.
  - D. CONSULTANTS work shall be in accordance with the standards of sound engineering and present CITY, State and National standards and policies currently in use in the locality where the work is performed.
  - E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121 and 18-2-122, and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.
  - F. To perform professional services in connection with the project and will serve as the CITY's representative in those phases of the project to which this agreement applies.
  - G. Where federal funds are involved, the necessary provisions to meet all requirements will be complied with and documents secured and placed in the bidding documents.
  - H. Submit an estimated progress schedule as to time and costs at the beginning of the work, and regular progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the CONSULTANT. Reports will be submitted in a timely manner to permit prompt resolution of problems.
  - I. The CITY shall have the right of review and examination of the CONSULTANT's work and records pertaining to this project accounting at all times.
  - J. Name a Task Director who shall be the liaison between the CITY and the CONSULTANT. For this project the Task Director designated is Mr. Jeff Rice of Tetra Tech.
2. CITY RIGHTS AND DUTIES: The CITY's duties are set forth as follows:
- A. To furnish all labor, materials, equipment, supplies and incidentals necessary to conduct and complete the CITY's portion of the project as designated in the scope of work.
  - B. Name a Task Director who shall be the liaison between the CONSULTANT and the CITY. For this project the Task Director designated is Ms. Barbara Butler.
  - C. The CITY will be responsible for bid advertising, opening and review.
  - D. The CITY will be responsible for providing an employee knowledgeable with landfill operations to accompany Tetra Tech during the methane monitoring events to assist with locating changes in culverts and accessing City buildings.

3. SCOPE OF WORK: The CONSULTANT shall perform the work covered by this agreement which includes:

Task 1: Update the Groundwater and Methane Monitoring Sampling and Analysis Plans (SAP)

Prior to all sampling events, Tetra Tech will review and update (if needed) the groundwater and methane monitoring SAPs. The revised SAPs will be submitted to the CITY for review and approval prior to submittal to the MDEQ Solid Waste Program for their review and approval. Additionally, both monitoring programs will be reviewed to ensure that regulatory requirements are met.

Task 2: Environmental Contingency Consulting Services

Tetra Tech will provide environmental consulting services for environmental issues that might arise during the contract period. These consulting services may include responses to Montana Department of Environmental Quality requests, additional sampling or monitoring requests, or additional environmental issues. These

services will be conducted on an as requested basis. Additionally, due to the age of the dedicated submersible bladder pumps installed in the monitor wells it is anticipated that pumps will need to be replaced.

Task 3: Semi-Annual Groundwater Monitoring

Tetra Tech will conduct three years of semi-annual groundwater monitoring events (with an option for two additional years) in accordance with Tetra Tech’s Standard Operating Procedures and in accordance with the “Revised Groundwater Sampling and Analysis Plan, Billings Regional Landfill” dated January 2013. This task includes sample collection, laboratory analyses, statistical analyses, hydrogeological interpretation of groundwater data and reporting. All field and laboratory testing procedures shall follow the performance standards for groundwater monitoring under the Montana Solid Waste management regulations (ARM 17.50, Sub-Chapter 13). A report presenting field and laboratory procedures, sampling results, statistical analyses and data interpretations will be prepared for City and State review within 90 days of completing each semi-annual groundwater sampling event. The report will include a continuing comparison of test results with an analysis update.

Task 4: Perform Quarterly Methane Monitoring

Tetra Tech will conduct three years of quarterly methane monitoring (with an option for two additional years) in accordance with Tetra Tech's Standard Operating Procedures and the “Landfill Gas Monitoring Plan City of Billings Regional Landfill, Revised September 2011”. This work will be conducted in compliance with the requirements outlined under ARM 17.50, Sub-Chapter 11. Data collected during the methane monitoring will be presented in a report to the City following each event.

Task 5: Hazardous Waste Operations and Emergency Response (HAZWOPER) Training Services

Tetra Tech will conduct two eight hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training courses each year of this contract in compliance with Title 29, Code of Federal Regulations Part 1900.120. The two training courses will cover the same topics and will be conducted within one to two weeks of each other to allow the landfill to adjust employee schedules for all staff needing the course to attend.

- 4. DESIGN PHASE COMPLETION: The completion date for the CONSULTANT's work through final design shall be:

Task 1: Revise Groundwater and Methane SAP	April 1, 2017
Task 2: Environmental Consulting	January 31, 2017
Task 3: Semi-Annual Groundwater Monitoring	April 1, 2017
Task 4: Methane Monitoring	April 1, 2017
Task 5: HAZWOPR Training	April 1, 2017

There is an option to extend this contract for an additional two years should both CITY and CONSULTANT agree.

The established completion dates shall not be extended because of any unwarranted delays attributed to the CONSULTANT, but may be extended by the CITY in the event of a delay attributed to the CITY or because of unavoidable delays due to severe weather, street conditions, or by any natural catastrophe or governmental action or conditions beyond the control of the CONSULTANT.

Delays affecting the completion of the work within the time specified for the completion by more than ninety (90) days, not attributable to or caused by the Parties hereto, may be considered as cause for the renegotiation or termination of this Contract.

If the CONSULTANT is behind on this Contract due to no fault of the CITY, then the CONSULTANT hereby acknowledges the right of the CITY to withhold future Contracts to the CONSULTANT in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.

- 5. PAYMENT: The work of the CONSULTANT as outlined in the scope of work, shall be accomplished on an actual time and materials basis in accordance with the cost estimate presented in Attachment A.

Extra services of the CONSULTANT will be paid only with written prior authorization by the CITY.

6. **EMPLOYMENT:** The CONSULTANT warrants that he has not employed or retained any company or persons, other than a bona fide employee, working solely for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the CONSULTANT, any commission, percentage, brokerage fee, gifts or any other considerations contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability, or at its discretion to deduct from the consultant fee, or otherwise recover the full amount of such commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required by the CONSULTANT shall be considered employees of the CONSULTANT only and not of the CITY, and any and all claims that may arise under the Workman's Compensation Act on behalf of said employees or other persons while so engaged and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall be subject to and comply with Title VI of the Civil Rights Act of 1964; Section 140, Title 23, United States Code, and all regulations promulgated there under.

The CONSULTANT shall comply with all provisions of Equal Employment Opportunity (EEO) and Disadvantaged Business Act (DBA - Minority and Women's Business Enterprises), and the CITY's implementation plan of this act.

7. **DECLARATION OF NO FINANCIAL INTEREST:** The CONSULTANT hereby declares that the CONSULTANT's partners, principal shareholders, officers and professional engineers assigned to or otherwise working on the projects or in any way associated with CONSULTANT does not own any equitable or legal rights to property within the project, whether public or private, or have any interest either directly or indirectly in the project except for the remuneration provided herein: None.
8. **SUCCESSORS AND ASSIGNS:** This agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the CITY and the CONSULTANT respectively and his partners, successors, assigns and legal representatives. Neither the CITY nor the CONSULTANT shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.
9. **CHANGES IN WORK:** The CONSULTANT shall make such revisions in the reports, plans, and specifications which have been completed, approved and accepted by the CITY as are necessary to correct the CONSULTANT's errors or omissions when required to do so by the CITY, without additional compensation therefore.

Any change in the scope of work as stated in this Contract for whatever reason, will be negotiated between the CITY and the CONSULTANT and an amendment to the Contract will be issued with the appropriate change of work and Contract fee noted.

10. **LEGAL RELATIONS:** The CONSULTANT shall use reasonable care to comply with all Federal, State and local laws and ordinances applicable to the work to be done.
11. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that CONSULTANT is an independent Contractor for purposes of this Contract and is not to be considered an employee of the CITY for any purpose. CONSULTANT is not subject to the terms and provisions of the CITY's personnel policies handbook and may not be considered a CITY employee for workers' compensation or any other purpose. CONSULTANT is not authorized to represent the CITY or otherwise bind the CITY in any dealings between CONSULTANT and any third parties.

12. INDEMNITY AND INSURANCE:

- A. The CONSULTANT shall not indemnify, defend, save and hold the CITY harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of the CITY occurring during the course of or as a result of the performance of the Contract.
- B. The CONSULTANT agrees to indemnify, defend and save CITY, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of CONSULTANT or its agents or employees.
- C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both the CITY and the CONSULTANT, the CONSULTANT shall indemnify, defend, save, and hold the CITY harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the CONSULTANT's or any subcontractor's wrongful or negligent acts occurring as a result from the CONSULTANT's performance pursuant to this Contract.
- D. The CONSULTANT shall maintain in good standing the insurance described in this Section. Before rendering any services under this Contract, the CONSULTANT shall furnish the CITY with proof of insurance in accordance with this Section.
- E. CONSULTANT'S aggregate liability for the claims, lawsuits, or liability as listed in 12.B and 12.C shall be limits of CONSULTANT'S insurance coverages. Neither party shall be liable for any special, incidental, indirect or consequential damages.
- F. The CONSULTANT shall provide the following insurance:
  - 1. Workers' compensation and employer's liability coverage as required by Montana law.
  - 2. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
  - 3. Commercial automobile liability -- \$1,500,000 per accident.
  - 4. Professional liability in the amount of \$1,500,000 per claim.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the CITY prior to cancellation. The CITY shall be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

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

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

13. **TERMS AND TERMINATION OF AGREEMENT:** The right is reserved by the CITY to terminate this Contract at any time upon not less than thirty (30) days written notice to the CONSULTANT.

In the event this Contract is terminated by the CITY, the CONSULTANT shall be paid for the amount of work performed or services rendered to date of termination per the Contract fee.

In the event this Contract is terminated prior to completion, the originals of all plans shall remain the property of the CONSULTANT. All information relating to the project and prepared under the terms of the Contract, including schedules, reports, data, recommendations, exhibits, analyses, plans and specifications, shall be deemed the property of the CITY. Reproduces of all notes, reports, plans, and specifications shall be made available at the CITY's request.


14. **ENDORSEMENTS:** The CONSULTANT shall furnish professional stamps, statements, or other suitable means to signify responsible endorsement of work, on all drawings and reports furnished by him.
15. **OWNERSHIP OF DOCUMENTS:** The original tracings of all plans shall remain the property of the CONSULTANT. All information relating to the project and prepared under the terms of this Contract, including schedules, reports, data, recommendations, exhibits, analyses, plans and specifications, shall be deemed the property of the CITY. Reproduces of all notes, reports, plans and specifications shall be made available at the CITY's request.
16. **PUBLIC INFORMATION:** The CONSULTANT shall not issue any statements, releases or information for public dissemination without prior approval of the CITY.
17. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the CITY.
18. **RECORDS:** The CONSULTANT shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the Contract term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the CITY and copies thereof shall be furnished if requested.
19. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this Contract to retain an attorney to enforce any of the terms or conditions of this Contract or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.
20. **LITIGATION LOCATION:** The parties agree that this Contract shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the Contract or the performance of its terms.
21. **ADMINISTRATION MEDIATION:** Any disputes concerning the CONSULTANT's performance of the work between the CONSULTANT and the CITY shall be referred for determination to the City Administrator before commencing any legal action to resolve the same.
22. **MODIFICATION AND AMENDMENTS:** That any amendment or modifications of this Contract or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Contract.

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


**CITY OF BILLINGS, MONTANA**

Tetra Tech  
**CONSULTANT (Print Name Above)**

By \_\_\_\_\_  
**THOMAS W. HANEL, MAYOR**

By   
Print Name Brian McHugh  
Print Title OFFICE MANAGER

**APPROVED AS TO FORM:**

By   
**BRENT BROOKS, CITY Attorney**





## **ATTACHMENT A**

### **Cost Estimate**

**COST ESTIMATE**  
**Environmental Monitoring Services**  
**Billings Regional Landfill, Billings, Montana**  
**(Prepared by Tetra Tech, Billings, Montana)**

	QUANTITY	RATE	TOTAL
<b>Task 1: Update the Groundwater and Methane Monitoring Sampling and Analysis Plans and Health and Safety Plan</b>			
<b>Labor, per hour</b>			
Senior Project Manager	2	\$120.00	\$240.00
Project Manager	8	\$98.00	\$784.00
Senior Technician	1	\$75.00	\$75.00
CAD Drafting	2	\$80.00	\$160.00
Clerical	2	\$50.00	\$100.00
<i>Subtotal HASP and SAP updates - per year</i>			<u>\$1,359.00</u>
<b>TOTAL TASK 1, per year</b>			<b>\$1,359.00</b>
<b>Task 2: Environmental Contingency Consulting Services (Assumes one monitor well pump will be replaced per year)</b>			
Senior Project Manager	1	\$120.00	\$120.00
Senior Scientist	1	\$110.00	\$110.00
Project Manager	3	\$98.00	\$294.00
Senior Technician	8	\$75.00	\$600.00
Field Technician	6	\$55.00	\$330.00
Clerical	1	\$50.00	\$50.00
Replacement pump	1	\$945.81	\$945.81
Replacement tubing (per foot estimate).	60	\$3.40	\$204.24
Replacement fittings (lump sum estimate)	1	\$50.00	\$50.00
<i>Subtotal - Environmental Contingency Consulting Services - per year</i>			<u>\$2,704.05</u>
<b>TOTAL TASK 2, per year</b>			<b>\$2,704.05</b>
<b>Task 3: Semi-Annual Groundwater Monitoring (two events per year)</b>			
<b>Field Labor, per hour</b>			
Senior Project Manager	4	\$120.00	\$480.00
Project Manager	4	\$98.00	\$392.00
Senior Technician	34	\$75.00	\$2,550.00
Field Technician	16	\$55.00	\$880.00
<i>Subtotal - Field Labor - per year</i>			<u>\$4,302.00</u>
<b>Direct Costs</b>			
Field Meters, per event	2	\$300.00	\$600.00
Decontamination Fluids, per event	2	\$20.00	\$40.00
Nitrogen Gas (compressed), per event	4	\$55.00	\$220.00
Disposable Pressure Filter Apparatus, per well	16	\$20.00	\$320.00
<i>Subtotal - Direct Costs - per year</i>			<u>\$1,180.00</u>

**COST ESTIMATE**  
**Environmental Monitoring Services**  
**Billings Regional Landfill, Billings, Montana**  
**(Prepared by Tetra Tech, Billings, Montana)**

	QUANTITY	RATE	TOTAL
<b>Task 3: Semi-Annual Groundwater Monitoring (cont'd)</b>			
<b>Laboratory Fees est. per year (average cost for three years shown)</b>			
Dissolved Metals, per sample	16	\$310.50	\$4,968.00
Volatile Organics, per sample	16	\$198.00	\$3,168.00
Nitrate + Nitrite as N	16	\$22.50	\$360.00
Specific Conductance	16	\$9.00	\$144.00
pH	16	\$9.00	\$144.00
Trip Blank Volatile Organics, per sample	2	\$0.00	\$0.00
Laboratory QA/QC Validation	2	\$200.00	\$400.00
Subtotal - Laboratory Fees - per year			\$9,184.00
15% Mark-up			\$1,377.60
<i>Total Laboratory Fees - per year</i>			<u>\$10,561.60</u>
<b>Reporting/Consulting Labor, per hour</b>			
Senior Project Manager	8	\$120.00	\$960.00
Senior Scientist	4	\$110.00	\$440.00
Project Manager	80	\$98.00	\$7,840.00
Senior Technician	4	\$75.00	\$300.00
CAD Drafting	4	\$80.00	\$320.00
Admin	4	\$55.00	\$220.00
Clerical	6	\$50.00	\$300.00
Software Maintenance fee	1	\$339.00	\$339.00
<i>Subtotal - Reporting/Consulting Labor - per year</i>			<u>\$10,719.00</u>
<b>TOTAL TASK 3, per year</b>			<b>\$26,762.60</b>
<b>Task 4: Perform Quarterly Methane Monitoring (per year)</b>			
<b>Field Labor (per hour per year)</b>			
Senior Project Manager	2	\$120.00	\$240.00
Senior Technician	20	\$75.00	\$1,500.00
<i>Subtotal - Field Labor - per year</i>			<u>\$1,740.00</u>
<b>Direct Costs</b>			
Field Meters, per day	4	\$75.00	\$300.00
<i>Subtotal - Direct Costs - per year</i>			<u>\$300.00</u>
<b>Reporting Labor, per hour</b>			
Senior Project Manager	2	\$120.00	\$240.00
Project Manager	4	\$98.00	\$392.00
Senior Technician	12	\$75.00	\$900.00
CAD Drafting	4	\$80.00	\$320.00
Clerical	4	\$50.00	\$200.00
<i>Subtotal - Reporting Labor - per year</i>			<u>\$2,052.00</u>
<b>TOTAL TASK 4, per year</b>			<b>\$4,092.00</b>

**COST ESTIMATE**  
**Environmental Monitoring Services**  
**Billings Regional Landfill, Billings, Montana**  
**(Prepared by Tetra Tech, Billings, Montana)**

	QUANTITY	RATE	TOTAL
<b>Task 5: Annual HAZWOPER Training Class (Assumes two full day sessions per year)</b>			
Lump Sum, per class	2	\$1,325.00	\$2,650.00
<i>Subtotal - OSHA HAZWOPER Training Services (Assumes two sessions per year)</i>			<u>\$2,650.00</u>
<b>TOTAL TASK 5, per year</b>			<b>\$2,650.00</b>

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**SUMMARY OF TASKS**

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**Annual Expenses**

Total Task 1: SAP Preparation	\$1,359.00
Total Task 2: Environmental Consulting	\$2,704.05
Total Task 3: Groundwater Monitoring, per year	\$26,762.60
Total Task 4: Methane Monitoring, per year	\$4,092.00
Total Task 5: HAZWOPER Training, per year	\$2,650.00

**Total For 1 Year Consulting Services** **\$37,567.65**

**TOTAL CONTRACT VALUE FOR 3 YEARS** **\$112,702.94**

**Regular City Council Meeting**

**Meeting Date:** 03/10/2014

**TITLE:** Hogan Homestead Subsequent Minor Subdivision Preliminary Plat

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

**Department:** Planning & Community Services

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**PROBLEM/ISSUE STATEMENT**

On February 3, 2014, the Planning Division received an application for preliminary plat approval for Amended Lot 4, Block 3, Hogan Homestead Subdivision. The plat contains 2 lots on approximately 5.5 acres of land on the northeast corner of the intersection of Overland Avenue and Creekside Road. The property currently has a vacant building on it that was the former Carmike Theater. The owner is Veeder Homestead, LLC f/k/a LADS Riverside LLC, and the representing agent is Sanderson Stewart.

**ALTERNATIVES ANALYZED**

In accordance with state law, the City Council has 35 working days to act upon this preliminary subsequent minor plat. The 35 working day review period for the proposed plat ends on March 24, 2014. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 35-day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

**FINANCIAL IMPACT**

If the City Council approves the preliminary plat, the subject property may further develop under private ownership, resulting in additional tax revenues.

**BACKGROUND**

General location: Creekside Road and Overland Avenue.

Legal Description: Lot 4, Block 3, Hogan Homestead Subdivision

Owner/Subdivider: Veeder Homestead, LLC, f/k/a LADS Riverside LLC.

Engineer and Surveyor: Sanderson Stewart

Existing Zoning: Highway Commercial

Existing land use: Old Carmike Theater Location

Proposed land use: Professional Office Space

Gross/net area: 5.493 acres / 5.493 acres

Proposed number of lots: 2

Lot size: Max: 2.85 acres

Min.: 2.64 acres

Parkland requirements: Parkland is not required as this is a commercial subdivision.

## **STAKEHOLDERS**

A public hearing is not scheduled for the City Council meeting; however nearby property owners may attend the meeting. The Planning Division has received no public comments or questions regarding the proposed subdivision.

## **CONSISTENCY WITH ADOPTED POLICIES OR PLANS**

Consistency with the Growth Policy, the Transportation Plan 2009 Update, the Billings Area Bikeway and Trail Master Plan are discussed within the Findings of Fact.

## **RECOMMENDATION**

Staff recommends that the City Council conditionally approve the preliminary subsequent minor plat of amended Lot 4, Block 3, Hogan Homestead Subdivision based on the Findings of Fact as presented in the staff report.

Recommended Conditions of Approval

1. To ensure the provisions of easements, the subdivider shall provide utility easements on the final plat as requested by the private utility companies.
2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Engineering Departments to clarify the documents and bring them into the standard acceptable format.
3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of City of Billings, and the laws and Administrative Rules of the State of Montana.

## **APPROVED BY CITY ADMINISTRATOR**

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[Preliminary Plat](#)

[Findings of Fact](#)

[Ariel image](#)

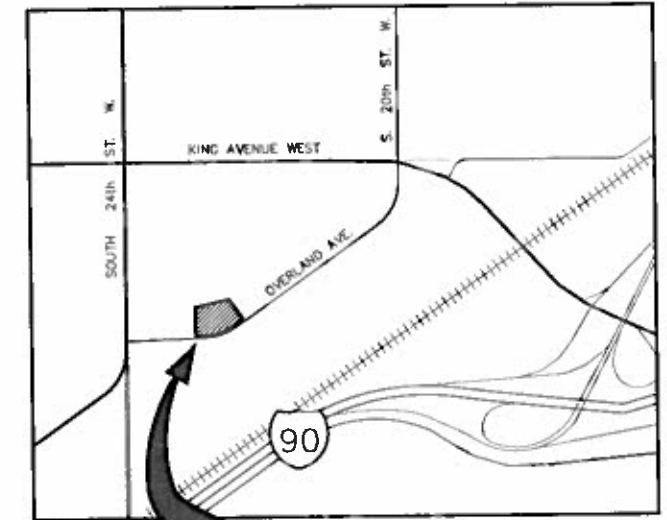
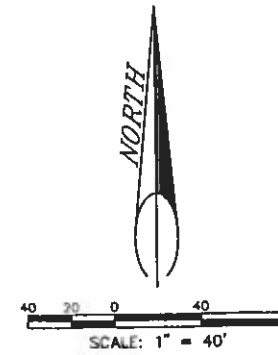
[Mayor's Letter](#)

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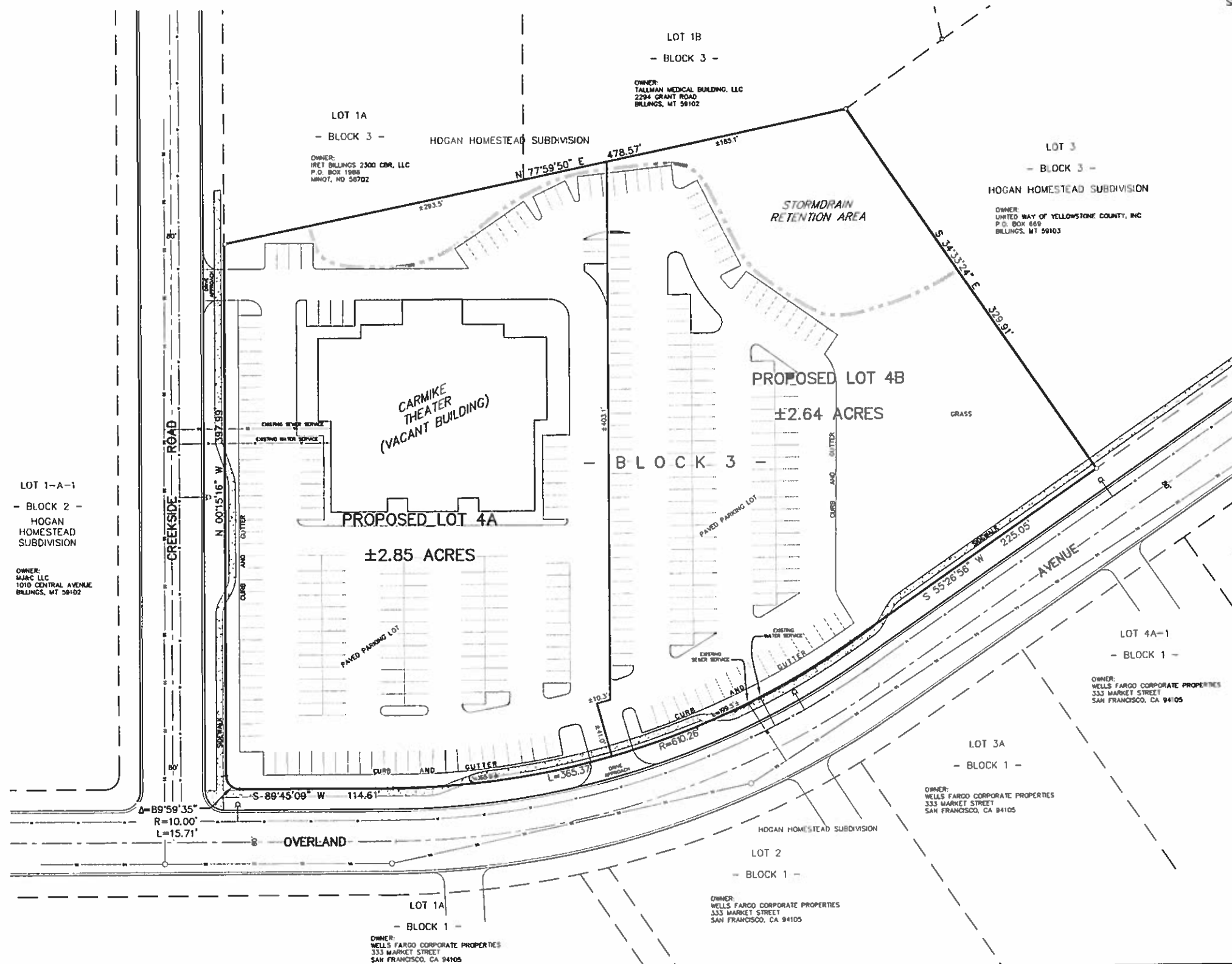
PRELIMINARY PLAT OF AMENDED LOT 4, BLOCK 3,  
**HOGAN HOMESTEAD SUBDIVISION**  
 SITUATED IN THE NE1/4 OF SECTION 18, T. 1 S., R. 26 E., P.M.M.  
 IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : VEEDER HOMESTEAD, LLC  
 PREPARED BY : SANDERSON STEWART

JANUARY 2014  
 BILLINGS, MONTANA



**VICINITY MAP**  
 NOT TO SCALE



**PLAT DATA**

GROSS AREA	= 5.493 ACRES
NET AREA	= 5.493 ACRES
NUMBER OF LOTS	= TWO
MINIMUM LOT SIZE	= ±2.64 ACRES
MAXIMUM LOT SIZE	= ±2.85 ACRES
LINEAL FEET OF STREETS	= 0
PARKLAND REQUIREMENT	= NONE
EXISTING ZONING	= HIGHWAY COMMERCIAL
SURROUNDING ZONING:	
NORTH	= HIGHWAY COMMERCIAL
SOUTH	= HIGHWAY COMMERCIAL
EAST	= HIGHWAY COMMERCIAL
WEST	= HIGHWAY COMMERCIAL
EXISTING LAND USE	= FORMER THEATER
PROPOSED LAND USE	= COMMERCIAL/PROFESSIONAL
TAX CODE	= A24997

P:\PROJ...MANAGEMENT\77223\_116\_Hogan\_Homestead\_Sub...E\_3\_Plot\_Plan\_CADD\_C30\B ASE\_DWG\Veeder\_PP.dwg, 2/3/2014 3:01:50 PM, \\BLUE\Bil - Ricoh 1075 PCL 6

## **FINDINGS OF FACT – Amended Lot 4, Block 3, Hogan Homestead Subdivision**

The Planning staff has prepared the following Findings of Fact for the preliminary plat of Amended Lot 4, Block 3, Hogan Homestead Subdivision for adoption by the Billings City Council. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the City of Billings Subdivision Regulations (Section 23-303(H), BMCC).

### **A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608(3)(a) and BMCC 23-303(H)(1)]**

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

The subject property is the former location of a movie theater, Carmike Cinema, on Overland Avenue in a developed part of Billings. There are no agricultural activities in the area or water user facilities. As such, this development should not have a negative effect on the agricultural industry.

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

- a. **Utilities** – Water and sewer service will be provided by the City of Billings. Proposed lot 4A has a water and sewer main connection from Creekside Road. Proposed lot 4B has water and sewer service connections off of Overland Avenue already stubbed into the lot. The subdivision will not require any additional water and sanitary sewer services to the lots.

Power, telephone, gas and cable service currently exists to the subdivision. MDU has identified where they currently have a line to the existing building on the subject property. The existing line comes off of Overland Avenue crossing the south west corner of proposed Lot 4B and into proposed lot 4A to the existing building. The subdivider will need to provide an easement on the plat for the existing MDU line or remove it and replace it at the subdividers expense to the existing building on the lot the building is sitting on. Easements need to be shown on the face of the plat that are acceptable to these utility providers. (Condition #1)

- b. **Storm water** –This development is an existing development in Billings and the roads and storm system are in place on the streets that surround the proposed subdivision and in the existing parking lot on the site. Any modifications to the existing parking lot on site or new construction would require compliance with the provisions of the Stormwater Management Manual and Section 23-706, BMCC and will be subject to review and approval by the City Engineering Department. It must also comply with the existing approved stormwater system master plan for Hogan Homestead Subdivision.
- c. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.

- d. **Streets** – The lots in the subdivision will be served by Overland Avenue and Creekside Road. Both existing streets are built to city standards with curb gutter with boulevard sidewalks around the subject property.
- e. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station is located at 605 South 24<sup>th</sup> Street West. (Station #5) The Billings Chief of Police noted in comments there were no issues with this subdivision. The subdivision is located within the ambulance service area of American Medical Response (AMR).
- f. **Schools** – As a commercial/industrial subdivision, there should be little to no impact on schools.
- g. **Parks and Recreation** – Commercial and industrial subdivisions are exempt from parkland dedication requirements under MCA 76-3-621.
- h. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision.

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

The subject property is located in a developed urban area on flat terrain. A geotechnical study has been completed for this property and recommends specific construction methods based on the subsurface conditions. There is already one existing building on the subject property and any future building will implement the recommendations at the time of building permit review. Overall, impacts to the natural environment should be minimal.

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

There are no known endangered or threatened species on the property. There is a note in the SIA that warns future lot owners of the presence of deer in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

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

Based on the provision for emergency services, as discussed above, there are no anticipated effects on public health, safety and welfare resulting from this subdivision. Individual geotechnical surveys will be completed prior to building construction to ensure that foundations are built to accommodate for soils and any other concerns.

## **B. Was an Environmental Assessment required? [(MCA 76-3-616)]**

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA.

## **C. Does the subdivision conform to the Yellowstone County-City of Billings 2008 Growth Policy, the Urban Area Transportation Plan 2009 Update and the Billings Area Bikeways and Trail Master Plan? [BMCC 23-303(H)(3)]**

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

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

- a. Goal: More housing and business choices within each neighborhood (p. 6).
- b. Goal: New developments that are sensitive to and compatible with the character of adjacent City neighborhoods and County townsites (p. 6).
- c. Goal: Safe, functional, and attractive streets for all users, including drivers, bicyclists and pedestrians (p. 13).

## **2. Urban Area Transportation Plan 2009 Update**

The proposed subdivision adheres to the goals and objectives of the 2009 Transportation Plan Update and preserves the street network and street hierarchy specified in the plan.

## **3. 2011 Billings Area Bikeways and Trail Master Plan**

The proposed subdivision lies within the jurisdiction of the Billings Area Bikeway and Trail Master Plan though no trails are identified within the subject property itself. While not identified in the plan, there is potential to provide a worker amenity by providing an eight-foot wide trail connecting from the northwest drive approach on Creekside Road, along the storm drain retention area to the southeast corner of Overland Avenue. Trees could help create a greater sense of place for employees.

The BABTMP recommends providing eight to 12 short-term (outdoor) and eight long-term (indoor) bicycle parking stalls for land-uses including the existing structure. For more information contact the Planning Office.

### **D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608(3)(b) and BMCC 23-303(H)(2)(a)]**

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

### **E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-303(H)(2)(e)]**

The subject property is located within the Highway Commercial zone. Setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

### **F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608(3)(c) and BMCC 23-303(H)(2)(b)]**

The subdivider will provide utility easements as requested by MDU and YVEC on the face of the plat. (Condition#1)

**G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608(3)(d) and BMCC 23-303(H)(2)(c)]**

Legal and physical access is provided to the proposed lots from Creekside Road and Overland Avenue.

## **CONCLUSIONS OF FINDINGS OF FACT**

- The preliminary plat of Amended Lot 4, Block 3, Hogan Homestead Subdivision does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several of the goals and policies of the 2008 Growth Policy Update and does not conflict with the Transportation or Bikeway/Trail Plans.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

Approved by the Billings City Council, March 10, 2014

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Thomas W. Hanel, Mayor



Creekside Rd

Overland Ave

© 2013 Google

Google earth

1996

Imagery Date: 10/25/2013 45°45'01.25" N 108°34'22.55" W elev 3191 ft eye alt 4160 ft

Mayor's Approval Letter—Amended Lot 4, Block 3, Hogan Homestead Subdivision

March 11, 2014

Veeder Homestead, LLC f/k/a LADS Riverside LLC  
2795 Enterprise Avenue  
Billings, MT 59102

Dear Veeder Homestead, LLC:

On March 10, 2014, the Billings City Council conditionally approved the preliminary plat of Amended Lot 4, Block 3, Hogan Homestead Subdivision, subject to the following conditions of approval:

1. To ensure the provision of easements, the subdivider shall provide utility easements on the final plat as requested by the private utility companies.
2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact the Dave Green at (406) 247-8666 or by email at [greend@ci.billings.mt.us](mailto:greend@ci.billings.mt.us)

Sincerely,

---

Thomas W. Hanel, Mayor

Pc: Pete Knapp, Sanderson Stewart

**Regular City Council Meeting**

**Meeting Date:** 03/10/2014

**TITLE:** Final Plat of Emma Jean Heights Subdivision, 2nd Filing

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

**Department:** Planning & Community Services

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**PROBLEM/ISSUE STATEMENT**

The final plat for Emma Jean Heights Subdivision, 2nd Filing, is being presented to Council for approval. On September 23, 2013, the City Council conditionally approved the preliminary plat of this 38-lot subdivision. The subject property is generally located west of Bitterroot Drive and south of Wicks Lane in the Heights. The property is zoned Residential-7000 (R-70) and the proposed residential lots will be developed with single-family residences. The owner is Felton Associates, Inc. and the representing agent is Interstate Engineering. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

**ALTERNATIVES ANALYZED**

The City Council may approve or deny the final plat of Emma Jean Heights Subdivision, 2nd Filing. 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 23-307.

**FINANCIAL IMPACT**

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

**RECOMMENDATION**

Staff recommends that the City Council approve the final plat of Emma Jean Heights Subdivision, 2nd Filing.

**APPROVED BY CITY ADMINISTRATOR**

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Final plat (3 pages)

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# EMMA JEAN HEIGHTS SUBDIVISION 2ND FILING

BEING TRACT "1A" OF AMENDED TRACT 1 OF  
 CERTIFICATE OF SURVEY 999  
 SITUATED IN NE 1/4  
 SECTION 23, T1N, R26E, P.M.M.  
 CITY OF BILLINGS,  
 YELLOWSTONE COUNTY, MONTANA

Prepared for: FELTON ASSOCIATES, INC.  
 P.O. BOX 460129  
 HUSON, MT. 59846

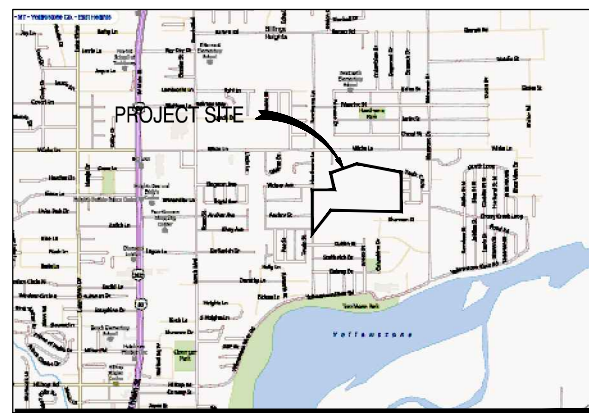
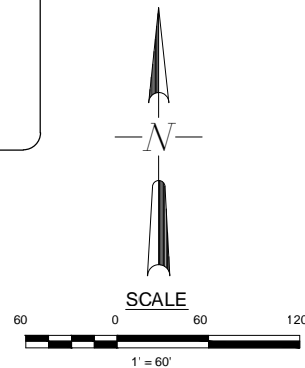
Prepared by: INTERSTATE ENGINEERING, Inc.  
 P.O. BOX 20953  
 BILLINGS, MT. 59104-0953

DATE: FEBRUARY 2014

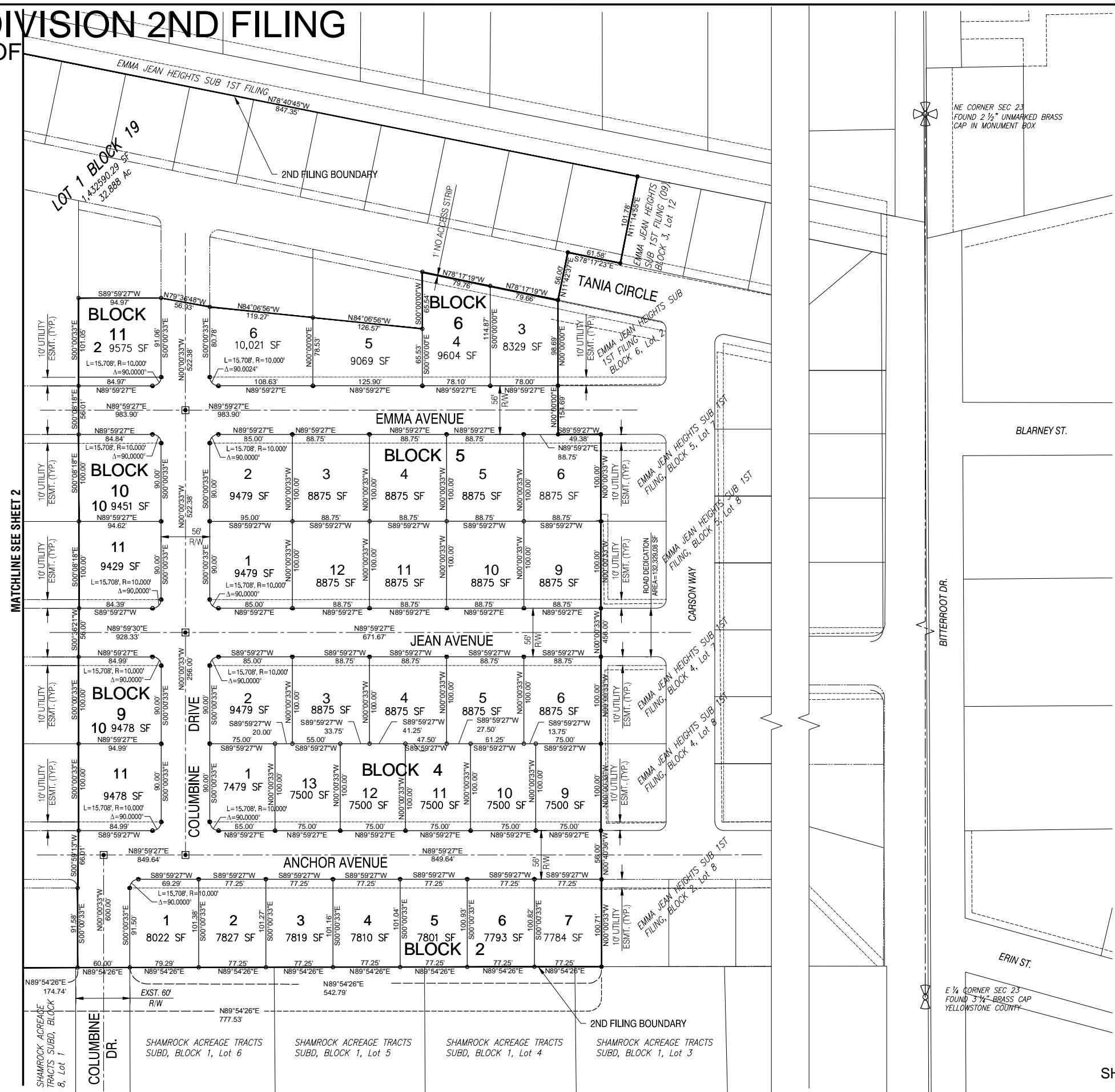
**LEGEND**

- 1/4 SECTION CORNER - SET AS NOTED
- SECTION CORNER - SET AS NOTED
- FOUND REBAR WITH YELLOW PLASTIC CAP
- 1/4 SECTION CORNER - FOUND AS NOTED
- SECTION CORNER - FOUND AS NOTED
- SET 5/8" x 18" REBAR WITH YPC 12669 LS
- TO BE SET
- CENTER MONUMENT IN MONUMENT BOX

**BASIS OF BEARING**  
 Considering the basis of bearing to be the East  
 line of the NE 1/4 of Section 23, T. 1 N., R. 26 E.,  
 said line having a bearing of S00°15'32" W.



VICINITY MAP



# EMMA JEAN HEIGHTS SUBDIVISION 2ND FILING

BEING TRACT "1A" OF AMENDED TRACT 1 OF  
CERTIFICATE OF SURVEY 999









SITUATED IN NE<sup>1</sup>/<sub>4</sub>  
SECTION 23, T1N, R26E, P.M.M.  
CITY OF BILLINGS,  
YELLOWSTONE COUNTY, MONTANA

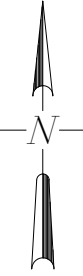
Prepared for: FELTON ASSOCIATES, INC.  
P.O. BOX 460129  
HUSON, MT. 59846

Prepared by: INTERSTATE ENGINEERING, Inc.  
P.O. BOX 20953  
BILLINGS, MT. 59104-0953

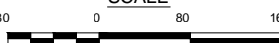
DATE: FEBRUARY 2014

**LEGEND**

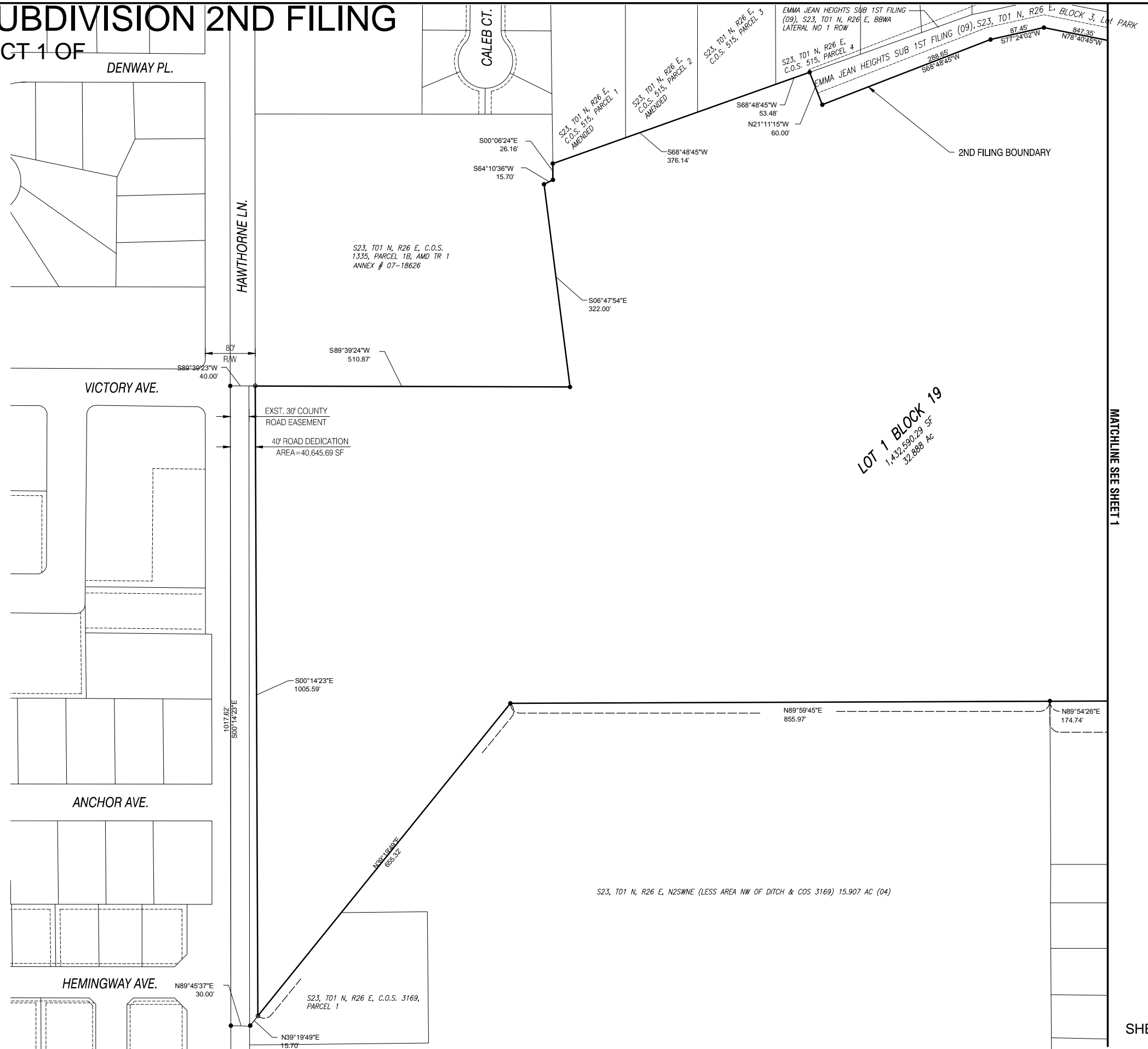
-  1/4 SECTION CORNER - SET AS NOTED
-  SECTION CORNER - SET AS NOTED
-  FOUND REBAR WITH YELLOW PLASTIC CAP
-  1/4 SECTION CORNER - FOUND AS NOTED
-  SECTION CORNER - FOUND AS NOTED
-  SET 5/8" x 18" REBAR WITH YPC 12669 L.S.
-  TO BE SET
-  CENTER MONUMENT IN MONUMENT BOX



**SCALE**



1" = 80'



MATCHLINE SEE SHEET 1

# EMMA JEAN HEIGHTS SUBDIVISION 2ND FILING

BEING TRACT "1A" OF AMENDED TRACT 1 OF  
CERTIFICATE OF SURVEY 999

SITUATED IN NE<sup>1</sup>/<sub>4</sub>  
SECTION 23, T1N, R26E, P.M.M.  
CITY OF BILLINGS,  
YELLOWSTONE COUNTY, MONTANA

Prepared for: FELTON ASSOCIATES, INC.  
P.O. BOX 460129  
HUSON, MT. 59846

Prepared by: INTERSTATE ENGINEERING, Inc.  
P.O. BOX 20953  
BILLINGS, MT. 59104-0953

DATE: FEBRUARY 2014

## NOTICE OF APPROVAL

STATE OF MONTANA )  
                          ) :ss  
County of Yellowstone )

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

Date \_\_\_\_\_ President \_\_\_\_\_  
Executive Secretary \_\_\_\_\_

## CERTIFICATE OF CITY ENGINEER'S OFFICE

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

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Engineer's Office

## ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting and find said plat conforms with the requirements of the laws of the State of Montana, and that said plat conforms to the adjoining additions and plats of the City of Billings already platted as nearly as circumstances will permit.

Examining Land Surveyor \_\_\_\_\_ Date \_\_\_\_\_

## CERTIFICATE OF COUNTY TREASURER

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

Date: \_\_\_\_\_

Yellowstone County Treasurer

By: \_\_\_\_\_  
Deputy

## CERTIFICATE OF ATTORNEY

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

Date: \_\_\_\_\_

Reviewed By: \_\_\_\_\_

## BASIS OF BEARING

Considering the basis of bearing to be the East line of the NE <sup>1</sup>/<sub>4</sub> of Section 23, T. 1 N., R. 26 E., said line having a bearing of S00°15'32" W.

## NOTE:

Pursuant to the Uniform Standards of Monumentation, ARM 24.183.1101 (d) I also certify that all the interior lot corners have not been monumented as of the date of the filing of this plat due to on-going construction activities that will tear out or destroy the monuments, and due to winter weather. I also certify that said monuments not set are shown hereon with a distinct symbol and they shall be set by me or under my direct supervision within or before 240 days from the date on which this document is filed.

## CERTIFICATE OF DEDICATION

STATE OF MONTANA )  
                          ) :ss  
County of Yellowstone )

KNOW ALL MEN BY THESE PRESENTS: That the undersigned owner of the following described tract of land, does hereby certify that is has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NE <sup>1</sup>/<sub>4</sub> Section 23, T. 1 N., R 26 E., P.M.M., Yellowstone County, Montana, said tract be more particularly described as follows, to-wit:

Tract 1A of Amended Tract 1 of Certificate of Survey 999 according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3485021.

The park requirement for this subdivision has been met by fees in lieu of a land donation pursuant to Section 76-3-621(3)(a), M.C.A.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever. Said tract to be known and designated as EMMA JEAN HEIGHTS SUBDIVISION 2nd FILING, and the lands included in all streets, avenues, and parks as shown on the annexed plat are hereby granted and donated to the use of the public forever.

FELTON ASSOCIATES, Inc.

By: \_\_\_\_\_  
CHARLES FELTON

STATE OF MONTANA )  
                          ) :ss  
County of Yellowstone )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public for the State of Montana, personally appeared Charles Felton, known to me to be the person whose name is subscribed to the forgoing instrument and who acknowledged to me that he subscribed the name of Charles Felton thereto. Witness my hand and seal the day and year herein above written.

\_\_\_\_\_  
Notary Public in and for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at Billings, Montana  
My commission expires \_\_\_\_\_

## CERTIFICATE OF SURVEYOR

STATE OF MONTANA )  
                          ) :ss  
County of Yellowstone )

The undersigned, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month of February, 2014 a survey was performed under his supervision of a tract of land to be known as EMMA JEAN HEIGHTS SUBDIVISION 2nd FILING, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown thereon and that the gross area is 44.186 acres and the net area is 40.216 acres.

INTERSTATE ENGINEERING, INC.

By: \_\_\_\_\_  
Montana Registration No. \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public in and for the State of Montana, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at Billings, Montana  
My commission expires \_\_\_\_\_

## CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA )  
                          ) :ss  
County of Yellowstone )

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

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

CITY OF BILLINGS, MONTANA

By: \_\_\_\_\_  
Mayor

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

**Regular City Council Meeting**

**Meeting Date:** 03/10/2014  
**TITLE:** Payment of Claims February 10, 2014  
**PRESENTED BY:** Patrick M. Weber, Finance Director  
**Department:** City Hall Administration

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**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$2,366,290.14 have been audited and are presented for your approval for payment. A complete listing of the claims dated February 10, 2014 is available in the Finance Department.

**ALTERNATIVES ANALYZED**

No other alternatives were analyzed.

**FINANCIAL IMPACT**

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

**RECOMMENDATION**

Staff recommends that Council approve the Payment of Claims.

**APPROVED BY CITY ADMINISTRATOR**

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Council Report 2-10

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Check Date	Check	Name	Amount	Account	Item Desc
02/10/2014	18	U.S. Bank PCards	\$300.00	5610-71130-403660	YELLOWSTONE ELECTRIC CO - PCard
02/10/2014	18	U.S. Bank PCards	\$49.44	1500-21500-402120	WWW.KOHL'S.COM #0873 - PCard
02/10/2014	18	U.S. Bank PCards	\$753.00	0100-51220-402450	WHITE HEATING & A/C INC - PCard
02/10/2014	18	U.S. Bank PCards	\$470.00	5610-71130-402450	WHITE HEATING & A/C INC - PCard
02/10/2014	18	U.S. Bank PCards	\$24.00	8730-51990-402925	VOLGISTICS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$19.78	1500-21120-402320	UNITY MANUFACTURING CO - PCard
02/10/2014	18	U.S. Bank PCards	\$19.78	1500-22260-402320	UNITY MANUFACTURING CO - PCard
02/10/2014	18	U.S. Bank PCards	\$109.57	1500-21120-402320	UNITY MANUFACTURING CO - PCard
02/10/2014	18	U.S. Bank PCards	-\$17.95	0100-12200-408199	TU *TRANSUNION - PCard
02/10/2014	18	U.S. Bank PCards	\$17.95	0100-12200-408199	TU *TRANSUNION - PCard
02/10/2014	18	U.S. Bank PCards	\$81.25	5410-31230-402320	TRI-STATE TRUCK & EQUIPM - PCard
02/10/2014	18	U.S. Bank PCards	\$79.50	2510-21870-402190	TRANSUNION RISK & DATA - PCard
02/10/2014	18	U.S. Bank PCards	\$784.73	5610-71120-402450	TOUCHFREECONCEPTS - PCard
02/10/2014	18	U.S. Bank PCards	\$88.00	5620-71200-402450	TINT FACTORY - PCard
02/10/2014	18	U.S. Bank PCards	\$119.99	5210-15930-402450	THIRD IRIS CORP - PCard
02/10/2014	18	U.S. Bank PCards	\$119.99	5210-15920-402450	THIRD IRIS CORP - PCard
02/10/2014	18	U.S. Bank PCards	\$33.92	5020-74000-403660	PUD IVR - PCard
02/10/2014	18	U.S. Bank PCards	\$112.10	5020-74000-403660	PUD IVR - PCard
02/10/2014	18	U.S. Bank PCards	\$67.26	5020-75000-403660	PUD IVR - PCard
02/10/2014	18	U.S. Bank PCards	\$44.84	5120-85000-403660	PUD IVR - PCard
02/10/2014	18	U.S. Bank PCards	\$84.08	5020-73140-403660	PUD IVR - PCard
02/10/2014	18	U.S. Bank PCards	\$30.03	5120-83140-403660	PUD IVR - PCard
02/10/2014	18	U.S. Bank PCards	\$14.55	0100-51250-402250	TARGET 00001719 - PCard
02/10/2014	18	U.S. Bank PCards	\$159.99	2480-12620-402190	TARGET 00001719 - PCard
02/10/2014	18	U.S. Bank PCards	\$3.50	1500-21110-401170	HOLIDAY STNSTORE 0108 - PCard
02/10/2014	18	U.S. Bank PCards	\$365.81	2110-31320-402420	3MSTPAU SS44771 VERBAL - PCard
02/10/2014	18	U.S. Bank PCards	\$396.00	2110-31320-402420	3MSTPAU SS45040 VERBAL - PCard
02/10/2014	18	U.S. Bank PCards	\$15.26	5020-74000-402450	FASTENAL COMPANY01 - PCard
02/10/2014	18	U.S. Bank PCards	\$9.84	5020-74000-402450	FASTENAL COMPANY01 - PCard
02/10/2014	18	U.S. Bank PCards	\$3.56	0100-51120-402290	FASTENAL COMPANY01 - PCard
02/10/2014	18	U.S. Bank PCards	\$50.00	1500-21150-402290	IABTI - PCard
02/10/2014	18	U.S. Bank PCards	\$100.00	1500-21150-402290	IABTI - PCard
02/10/2014	18	U.S. Bank PCards	\$800.00	2090-44510-403822	INT'L CODE COUNCIL - PCard
02/10/2014	18	U.S. Bank PCards	\$800.00	2090-44510-403822	INT'L CODE COUNCIL - PCard
02/10/2014	18	U.S. Bank PCards	\$800.00	2090-44510-403822	INT'L CODE COUNCIL - PCard
02/10/2014	18	U.S. Bank PCards	\$800.00	2090-44510-403824	INT'L CODE COUNCIL - PCard
02/10/2014	18	U.S. Bank PCards	-\$75.00	1500-22230-403350	INT'L CODE COUNCIL INC - PCard
02/10/2014	18	U.S. Bank PCards	\$135.00	1500-22230-402520	INT'L CODE COUNCIL INC - PCard
02/10/2014	18	U.S. Bank PCards	\$761.95	2090-44510-402520	INT'L CODE COUNCIL INC - PCard
02/10/2014	18	U.S. Bank PCards	\$59.99	5020-73140-402240	SEARS ROEBUCK 2242 - PCard
02/10/2014	18	U.S. Bank PCards	\$20.00	5120-83140-402240	SEARS ROEBUCK 2242 - PCard
02/10/2014	18	U.S. Bank PCards	\$519.99	5610-71130-402450	SEARS ROEBUCK 2242 - PCard
02/10/2014	18	U.S. Bank PCards	\$80.74	6500-15660-402450	SEARS ROEBUCK 2242 - PCard
02/10/2014	18	U.S. Bank PCards	\$223.47	1500-22240-402690	SEARS ROEBUCK 2242 - PCard
02/10/2014	18	U.S. Bank PCards	\$62.46	0100-51120-402290	SEARS ROEBUCK 2242 - PCard
02/10/2014	18	U.S. Bank PCards	\$115.59	5610-71130-402320	I-STATE TRUCK CENTER 251 - PCard
02/10/2014	18	U.S. Bank PCards	\$246.00	5610-71140-402290	MODITY INC - PCard
02/10/2014	18	U.S. Bank PCards	\$66.25	5610-71130-402320	RDO EQUIPMENT CO - PCard
02/10/2014	18	U.S. Bank PCards	\$547.50	2110-31320-402320	RDO EQUIPMENT CO - PCard
02/10/2014	18	U.S. Bank PCards	\$14.80	0100-51120-402330	RDO EQUIPMENT CO - PCard
02/10/2014	18	U.S. Bank PCards	\$48.80	0100-51120-402330	RDO EQUIPMENT CO - PCard
02/10/2014	18	U.S. Bank PCards	-\$66.32	5610-71130-402320	RDO EQUIPMENT CO - PCard
02/10/2014	18	U.S. Bank PCards	-\$66.25	5610-71130-402320	RDO EQUIPMENT CO - PCard
02/10/2014	18	U.S. Bank PCards	\$46.91	2110-31320-403210	FEDEXOFFICE 00022665 - PCard
02/10/2014	18	U.S. Bank PCards	\$220.44	5610-71130-402320	INTERSTATE PWR SYS 7 - PCard
02/10/2014	18	U.S. Bank PCards	\$700.00	2600-55110-403360	YELLOWSTONE VALLEY WOMAN - PCard
02/10/2014	18	U.S. Bank PCards	\$149.44	5710-71440-402450	RSD 57 - PCard
02/10/2014	18	U.S. Bank PCards	\$358.35	1500-22290-402690	AMAZON MKTPLACE PMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$44.37	1500-22260-402120	AMAZON MKTPLACE PMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$15.92	1500-21400-402280	AMAZON MKTPLACE PMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$194.59	1500-22270-402120	AMAZON MKTPLACE PMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$194.59	1500-22270-402120	AMAZON MKTPLACE PMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$29.51	1500-22270-402120	AMAZON MKTPLACE PMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$53.79	2600-55190-403226	AMAZON MKTPLACE PMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$8.13	2600-55190-403226	AMAZON MKTPLACE PMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$13.98	2600-55190-403225	AMAZON MKTPLACE PMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$29.85	2600-55190-403336	AMAZON MKTPLACE PMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$6.68	2600-55190-403226	AMAZON MKTPLACE PMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$46.42	2600-55190-403226	AMAZON MKTPLACE PMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$20.00	2600-55190-403227	AMAZON MKTPLACE PMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$502.35	2600-55120-402290	AMAZON MKTPLACE PMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$5.97	2600-55190-403255	AMAZON MKTPLACE PMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$15.98	2600-55190-403222	AMAZON MKTPLACE PMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$6.87	2600-55190-403225	AMAZON MKTPLACE PMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$4.93	2600-55190-403241	AMAZON MKTPLACE PMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$6.96	2600-55190-403227	AMAZON MKTPLACE PMTS - PCard

Check Date	Check	Name	Amount	Account	Item Desc
02/10/2014	18	U.S. Bank PCards	\$66.44	2600-55120-402290	AMAZON MKTPLACE PMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$8.79	2600-55190-403226	AMAZON MKTPLACE PMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$29.43	2600-55190-403227	AMAZON MKTPLACE PMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$24.99	2600-55140-402190	AMAZON MKTPLACE PMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$18.00	2600-55190-403227	AMAZON MKTPLACE PMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$27.39	2600-55110-403110	THE UPS STORE 4741 - PCard
02/10/2014	18	U.S. Bank PCards	\$281.94	5610-71130-402320	OREILLY AUTO 00015511 - PCard
02/10/2014	18	U.S. Bank PCards	\$4.49	1500-22230-402290	OREILLY AUTO 00015511 - PCard
02/10/2014	18	U.S. Bank PCards	\$45.54	1500-22240-402120	OREILLY AUTO 00015511 - PCard
02/10/2014	18	U.S. Bank PCards	\$48.24	5710-71430-402450	OREILLY AUTO 00015511 - PCard
02/10/2014	18	U.S. Bank PCards	\$90.00	5210-15930-402450	STANLEY STEEMER/BLLNGS - PCard
02/10/2014	18	U.S. Bank PCards	\$325.00	6500-15670-403690	STANLEY STEEMER/BLLNGS - PCard
02/10/2014	18	U.S. Bank PCards	\$360.00	6500-15660-403660	STANLEY STEEMER/BLLNGS - PCard
02/10/2014	18	U.S. Bank PCards	\$128.00	1500-21700-402190	CARTRIDGE WORLD RMT213 - PCard
02/10/2014	18	U.S. Bank PCards	\$248.00	1500-21700-402190	CARTRIDGE WORLD RMT213 - PCard
02/10/2014	18	U.S. Bank PCards	\$128.00	1500-21700-402190	CARTRIDGE WORLD RMT213 - PCard
02/10/2014	18	U.S. Bank PCards	\$240.00	1500-21700-402190	CARTRIDGE WORLD RMT213 - PCard
02/10/2014	18	U.S. Bank PCards	\$219.00	0100-12200-402190	CARTRIDGE WORLD RMT213 - PCard
02/10/2014	18	U.S. Bank PCards	\$143.10	8730-51990-402290	COLUMBIA PAINTS #1710 - PCard
02/10/2014	18	U.S. Bank PCards	\$43.93	5610-71130-403660	USA COMMUNICATIONS - PCard
02/10/2014	18	U.S. Bank PCards	\$91.44	5610-71120-403660	USA COMMUNICATIONS - PCard
02/10/2014	18	U.S. Bank PCards	\$63.36	5020-74000-402450	WW GRAINGER - PCard
02/10/2014	18	U.S. Bank PCards	\$137.16	5610-71120-402450	WW GRAINGER - PCard
02/10/2014	18	U.S. Bank PCards	\$38.47	5020-74000-402360	WW GRAINGER - PCard
02/10/2014	18	U.S. Bank PCards	\$22.06	5710-71430-402450	WW GRAINGER - PCard
02/10/2014	18	U.S. Bank PCards	\$17.97	5710-71430-402450	WW GRAINGER - PCard
02/10/2014	18	U.S. Bank PCards	\$120.13	5710-71430-402450	WW GRAINGER - PCard
02/10/2014	18	U.S. Bank PCards	\$38.04	5610-71130-402320	WW GRAINGER - PCard
02/10/2014	18	U.S. Bank PCards	\$7.68	5610-71150-402440	WW GRAINGER - PCard
02/10/2014	18	U.S. Bank PCards	\$182.96	5610-71130-402450	WW GRAINGER - PCard
02/10/2014	18	U.S. Bank PCards	\$301.22	5020-74000-402360	WW GRAINGER - PCard
02/10/2014	18	U.S. Bank PCards	\$22.64	6500-15670-402920	WW GRAINGER - PCard
02/10/2014	18	U.S. Bank PCards	\$48.15	6500-15670-402920	WW GRAINGER - PCard
02/10/2014	18	U.S. Bank PCards	\$125.40	5020-74000-402450	WW GRAINGER - PCard
02/10/2014	18	U.S. Bank PCards	\$11.70	5020-74000-402410	WW GRAINGER - PCard
02/10/2014	18	U.S. Bank PCards	\$11.45	5410-31230-402290	WW GRAINGER - PCard
02/10/2014	18	U.S. Bank PCards	\$11.02	5410-31230-402290	WW GRAINGER - PCard
02/10/2014	18	U.S. Bank PCards	\$37.28	6500-15670-402920	WW GRAINGER - PCard
02/10/2014	18	U.S. Bank PCards	\$184.94	6500-15660-402450	WW GRAINGER - PCard
02/10/2014	18	U.S. Bank PCards	\$24.28	6500-15670-402920	WW GRAINGER - PCard
02/10/2014	18	U.S. Bank PCards	\$250.20	6500-15670-402920	WW GRAINGER - PCard
02/10/2014	18	U.S. Bank PCards	\$360.00	5610-71130-402310	MT GOV ONLINE TRNS - PCard
02/10/2014	18	U.S. Bank PCards	\$96.00	5020-75000-403350	MT GOV ONLINE TRNS - PCard
02/10/2014	18	U.S. Bank PCards	\$64.00	5120-85000-403350	MT GOV ONLINE TRNS - PCard
02/10/2014	18	U.S. Bank PCards	\$324.00	5710-71430-402450	MT GOV ONLINE TRNS - PCard
02/10/2014	18	U.S. Bank PCards	\$5.00	5610-71150-402290	MT GOV ONLINE TRNS - PCard
02/10/2014	18	U.S. Bank PCards	\$108.00	5410-31230-402450	MT GOV ONLINE TRNS - PCard
02/10/2014	18	U.S. Bank PCards	\$150.00	0100-15120-403350	MT PROF LICENSE RE - PCard
02/10/2014	18	U.S. Bank PCards	\$58.30	5610-71150-402290	FEDEXOFFICE 00016089 - PCard
02/10/2014	18	U.S. Bank PCards	\$419.66	5120-84000-402120	WWW.NEWEGG.COM - PCard
02/10/2014	18	U.S. Bank PCards	\$63.85	0100-16110-402925	WWW.NEWEGG.COM - PCard
02/10/2014	18	U.S. Bank PCards	\$342.00	5610-71120-402450	THE MAT STORE - PCard
02/10/2014	18	U.S. Bank PCards	\$50.99	2600-55110-402190	OFFICE MAX - PCard
02/10/2014	18	U.S. Bank PCards	\$40.00	2110-31320-403350	CNA INSURANCE COMPANIES - PCard
02/10/2014	18	U.S. Bank PCards	\$40.00	1500-21500-403210	CNA INSURANCE COMPANIES - PCard
02/10/2014	18	U.S. Bank PCards	\$65.50	5410-31230-403420	AMERICAN WATER TECHNOL - PCard
02/10/2014	18	U.S. Bank PCards	\$1,099.00	6200-19110-405370	BARRACUDA NETWORKS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$33.00	0100-51420-402290	DXPE - PRECISION - PCard
02/10/2014	18	U.S. Bank PCards	\$135.00	5610-71150-403660	DXPE - PRECISION - PCard
02/10/2014	18	U.S. Bank PCards	\$279.28	2400-43010-408199	INST OF TRANS ENGINEERS - PCard
02/10/2014	18	U.S. Bank PCards	\$96.58	2600-55110-403110	ACCUCONFERENCE - PCard
02/10/2014	18	U.S. Bank PCards	\$550.00	7380-12640-403824	NADCP - PCard
02/10/2014	18	U.S. Bank PCards	\$299.00	7180-21600-403870	PATC - PCard
02/10/2014	18	U.S. Bank PCards	\$16.90	7380-12640-402190	SOBER CAMEL - PCard
02/10/2014	18	U.S. Bank PCards	\$875.00	2600-55110-403360	BOTANICAL PAPERWORKS I - PCard
02/10/2014	18	U.S. Bank PCards	\$125.00	1500-21110-403170	PAYPAL *MAXIMUMAGAV - PCard
02/10/2014	18	U.S. Bank PCards	\$2,282.44	5610-71120-402450	HOBART/TRILECTRON - PCard
02/10/2014	18	U.S. Bank PCards	\$20.94	0100-51120-402330	LOWES #00319* - PCard
02/10/2014	18	U.S. Bank PCards	\$133.02	0100-51120-402330	LOWES #00319* - PCard
02/10/2014	18	U.S. Bank PCards	\$18.47	0100-51120-402290	LOWES #00319* - PCard
02/10/2014	18	U.S. Bank PCards	\$17.88	0100-51120-402290	LOWES #00319* - PCard
02/10/2014	18	U.S. Bank PCards	\$63.94	0100-51120-402290	LOWES #00319* - PCard
02/10/2014	18	U.S. Bank PCards	\$59.97	0100-51120-402410	LOWES #00319* - PCard
02/10/2014	18	U.S. Bank PCards	\$17.24	0100-51120-402290	LOWES #00319* - PCard
02/10/2014	18	U.S. Bank PCards	\$33.89	5020-74000-402450	LOWES #00319* - PCard
02/10/2014	18	U.S. Bank PCards	\$7.37	5610-71130-403650	LOWES #00319* - PCard

Check Date	Check	Name	Amount	Account	Item Desc
02/10/2014	18	U.S. Bank PCards	\$18.93	6500-15660-402450	LOWES #00319* - PCard
02/10/2014	18	U.S. Bank PCards	\$42.98	6500-15670-403690	LOWES #00319* - PCard
02/10/2014	18	U.S. Bank PCards	\$98.00	0100-51120-402290	LOWES #00319* - PCard
02/10/2014	18	U.S. Bank PCards	\$5.00	5410-31230-402290	LOWES #00319* - PCard
02/10/2014	18	U.S. Bank PCards	\$19.52	5210-15910-402450	LOWES #00319* - PCard
02/10/2014	18	U.S. Bank PCards	\$19.52	5210-15920-402450	LOWES #00319* - PCard
02/10/2014	18	U.S. Bank PCards	\$19.52	5210-15930-402450	LOWES #00319* - PCard
02/10/2014	18	U.S. Bank PCards	\$109.94	2110-31320-402290	LOWES #00319* - PCard
02/10/2014	18	U.S. Bank PCards	\$4.90	5410-31220-402290	LOWES #00319* - PCard
02/10/2014	18	U.S. Bank PCards	\$32.94	5410-31220-402410	LOWES #00319* - PCard
02/10/2014	18	U.S. Bank PCards	\$43.72	5410-31220-402290	LOWES #00319* - PCard
02/10/2014	18	U.S. Bank PCards	\$340.00	5020-74000-402290	EDGE CONSTRUCTION SUPPLY - PCard
02/10/2014	18	U.S. Bank PCards	\$82.31	5020-75000-402320	EDGE CONSTRUCTION SUPPLY - PCard
02/10/2014	18	U.S. Bank PCards	\$54.88	5120-85000-402320	EDGE CONSTRUCTION SUPPLY - PCard
02/10/2014	18	U.S. Bank PCards	\$265.25	5710-71430-402450	NORTHWEST FUELS SYSTEMS - PCard
02/10/2014	18	U.S. Bank PCards	\$24.00	2650-67720-402290	SURVEYMONKEY.COM - PCard
02/10/2014	18	U.S. Bank PCards	\$8.41	5710-71470-402450	WALGREENS #12155 - PCard
02/10/2014	18	U.S. Bank PCards	\$19.97	6600-31100-402190	WALGREENS #12155 - PCard
02/10/2014	18	U.S. Bank PCards	\$250.00	5610-71190-402450	PAYPAL *CUSTOMBIO - PCard
02/10/2014	18	U.S. Bank PCards	\$34.00	0100-17500-403820	PAYPAL *YELLOWSTONE - PCard
02/10/2014	18	U.S. Bank PCards	\$50.00	0100-17500-403820	PAYPAL *YELLOWSTONE - PCard
02/10/2014	18	U.S. Bank PCards	\$159.00	7750-51830-407249	INTL BRONZEMFGR & DSGNRS - PCard
02/10/2014	18	U.S. Bank PCards	\$33.70	5610-71120-402450	FERGUSON ENT #3027 - PCard
02/10/2014	18	U.S. Bank PCards	\$39.99	5610-71120-402260	CABELAS RETAIL BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$87.96	5410-31220-402630	CABELAS RETAIL BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$109.98	0100-51120-402260	CABELAS RETAIL BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$5.98	0100-51140-402260	CABELAS RETAIL BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$61.01	5020-74000-403660	FEDEX 12719939 - PCard
02/10/2014	18	U.S. Bank PCards	\$21.46	1500-21110-403110	FEDEX 90553883 - PCard
02/10/2014	18	U.S. Bank PCards	\$31.98	5610-71150-402290	PROBUILD N #409 - PCard
02/10/2014	18	U.S. Bank PCards	\$17.00	5610-71150-402220	BILLINGS CLINIC - PCard
02/10/2014	18	U.S. Bank PCards	\$106.66	2510-21870-402190	GODADDY.COM - PCard
02/10/2014	18	U.S. Bank PCards	\$15.00	0100-51210-403665	PLUG N PAY INC - PCard
02/10/2014	18	U.S. Bank PCards	\$31.44	0100-13130-403360	GRAINS OF MONTANA - PCard
02/10/2014	18	U.S. Bank PCards	\$438.01	5610-71190-402450	TITAN MACHINERY - BILLIN - PCard
02/10/2014	18	U.S. Bank PCards	\$975.63	0100-51260-402262	ELIFEGUARD INC. - PCard
02/10/2014	18	U.S. Bank PCards	\$90.30	5710-71410-403990	GARDA CL - PCard
02/10/2014	18	U.S. Bank PCards	\$463.35	5710-71440-402390	HI MILE TIRE INC - PCard
02/10/2014	18	U.S. Bank PCards	\$286.70	5710-71440-402390	HI MILE TIRE INC - PCard
02/10/2014	18	U.S. Bank PCards	\$160.00	0100-51120-402260	SNAPPYDUDS - PCard
02/10/2014	18	U.S. Bank PCards	\$120.00	0100-51120-402260	SNAPPYDUDS - PCard
02/10/2014	18	U.S. Bank PCards	\$486.00	5610-71130-403655	CONTINENTAL GATE COMPANY - PCard
02/10/2014	18	U.S. Bank PCards	\$170.00	6500-15660-402450	CONTINENTAL GATE COMPANY - PCard
02/10/2014	18	U.S. Bank PCards	\$496.82	1500-21120-402261	TAC1SYSTEMS 00 OF 00 - PCard
02/10/2014	18	U.S. Bank PCards	\$282.38	1500-21120-402261	TAC1SYSTEMS 00 OF 00 - PCard
02/10/2014	18	U.S. Bank PCards	\$54.60	5410-31220-402290	AMERICAN WELDI12035754 - PCard
02/10/2014	18	U.S. Bank PCards	\$31.20	2110-31320-402420	AMERICAN WELDI12035754 - PCard
02/10/2014	18	U.S. Bank PCards	\$15.60	0100-51120-403660	AMERICAN WELDI12035754 - PCard
02/10/2014	18	U.S. Bank PCards	\$57.66	5610-71120-402450	AMERICAN WELDI12035754 - PCard
02/10/2014	18	U.S. Bank PCards	\$128.04	5020-75000-402410	AMERICAN WELDI12035754 - PCard
02/10/2014	18	U.S. Bank PCards	\$85.36	5120-85000-402410	AMERICAN WELDI12035754 - PCard
02/10/2014	18	U.S. Bank PCards	\$79.97	5020-75000-402410	AMERICAN WELDI12035754 - PCard
02/10/2014	18	U.S. Bank PCards	\$640.44	2110-31320-402420	AMERICAN WELDI12035754 - PCard
02/10/2014	18	U.S. Bank PCards	\$45.00	0100-12200-402190	AQUA SYSTEMS OF MONTANA - PCard
02/10/2014	18	U.S. Bank PCards	\$101.25	0100-51120-402320	LITHIA CJD OF BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$425.31	1500-21400-403822	SHERATON DALLAS - PCard
02/10/2014	18	U.S. Bank PCards	\$425.31	2490-21960-403822	SHERATON DALLAS - PCard
02/10/2014	18	U.S. Bank PCards	\$425.31	2490-21960-403822	SHERATON DALLAS - PCard
02/10/2014	18	U.S. Bank PCards	\$425.31	2490-21960-403822	SHERATON DALLAS - PCard
02/10/2014	18	U.S. Bank PCards	\$425.31	2490-21960-403822	SHERATON DALLAS - PCard
02/10/2014	18	U.S. Bank PCards	\$425.31	2490-21960-403822	SHERATON DALLAS - PCard
02/10/2014	18	U.S. Bank PCards	\$424.89	1500-21200-402631	SAFARILAND - PCard
02/10/2014	18	U.S. Bank PCards	\$200.00	5020-74000-403660	INDUSTRIAL COATING SOLUTI - PCard
02/10/2014	18	U.S. Bank PCards	\$25.42	5610-71130-402320	SCHNITZER STEEL BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$575.00	5120-85000-402920	MT WATERWORKS, LLC. - PCard
02/10/2014	18	U.S. Bank PCards	\$12.99	2510-21270-402190	GNI*GIGANEWS - PCard
02/10/2014	18	U.S. Bank PCards	\$916.40	5610-71120-402450	PLUMBMASTER INC - PCard
02/10/2014	18	U.S. Bank PCards	\$876.09	6200-19110-402290	METRO FORMS, INC - PCard
02/10/2014	18	U.S. Bank PCards	\$569.42	5610-71130-402320	TEAM EAGLE INC - PCard
02/10/2014	18	U.S. Bank PCards	\$87.80	5610-71130-402320	NORCO INC - PCard
02/10/2014	18	U.S. Bank PCards	\$93.98	5610-71130-402370	NORCO INC - PCard
02/10/2014	18	U.S. Bank PCards	\$136.74	5610-71130-402370	NORCO INC - PCard
02/10/2014	18	U.S. Bank PCards	\$233.01	5610-71150-403660	NORCO INC - PCard
02/10/2014	18	U.S. Bank PCards	\$17.11	5610-71150-403660	NORCO INC - PCard
02/10/2014	18	U.S. Bank PCards	\$33.48	0100-51120-403660	NORCO INC - PCard
02/10/2014	18	U.S. Bank PCards	\$195.00	5020-73120-402410	NORCO INC - PCard
02/10/2014	18	U.S. Bank PCards	\$312.28	5020-73120-402410	NORCO INC - PCard

Check Date	Check	Name	Amount	Account	Item Desc
02/10/2014	18	U.S. Bank PCards	\$112.22	5610-71130-402370	NORCO INC - PCard
02/10/2014	18	U.S. Bank PCards	\$150.00	5710-71440-402450	CITGO PETROLEUM MO/TO - PCard
02/10/2014	18	U.S. Bank PCards	\$100.00	0100-12120-403824	NACM - PCard
02/10/2014	18	U.S. Bank PCards	\$100.00	0100-12120-402260	NACM - PCard
02/10/2014	18	U.S. Bank PCards	\$345.00	0100-12120-403824	NACM - PCard
02/10/2014	18	U.S. Bank PCards	\$345.00	0100-12120-403824	NACM - PCard
02/10/2014	18	U.S. Bank PCards	\$118.51	5610-71130-402410	HERCULES HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$1,000.00	5610-71140-403990	TRANSPORTATION SECURITY - PCard
02/10/2014	18	U.S. Bank PCards	\$2,285.15	2600-55150-402280	HIGHSMITH LLC - PCard
02/10/2014	18	U.S. Bank PCards	\$767.25	2600-55140-402280	HIGHSMITH LLC - PCard
02/10/2014	18	U.S. Bank PCards	\$806.65	2600-55140-402280	HIGHSMITH LLC - PCard
02/10/2014	18	U.S. Bank PCards	\$1,969.00	6500-15670-402190	HOMEDEPOT.COM - PCard
02/10/2014	18	U.S. Bank PCards	\$45.00	6500-15650-403450	AT&T SMD7 15579 - PCard
02/10/2014	18	U.S. Bank PCards	\$97.00	6500-15650-403450	AT&T SMD7 15579 - PCard
02/10/2014	18	U.S. Bank PCards	\$15.16	1500-22260-402450	ALBERTSONS #2038 - PCard
02/10/2014	18	U.S. Bank PCards	\$41.15	1500-22260-402360	ALBERTSONS #2038 - PCard
02/10/2014	18	U.S. Bank PCards	\$16.57	2600-55140-402280	ALBERTSONS #2038 - PCard
02/10/2014	18	U.S. Bank PCards	\$76.85	5710-71430-402260	ALSCO SLBIL - PCard
02/10/2014	18	U.S. Bank PCards	\$472.86	5710-71430-402450	ALSCO SLBIL - PCard
02/10/2014	18	U.S. Bank PCards	\$71.76	5710-71430-403660	ALSCO SLBIL - PCard
02/10/2014	18	U.S. Bank PCards	\$279.65	5710-71440-402260	ALSCO SLBIL - PCard
02/10/2014	18	U.S. Bank PCards	\$44.33	5710-71480-402450	ALSCO SLBIL - PCard
02/10/2014	18	U.S. Bank PCards	\$44.26	5710-71460-403210	BEST IMPRESSIONS - PCard
02/10/2014	18	U.S. Bank PCards	\$63.31	5710-71460-403210	BEST IMPRESSIONS - PCard
02/10/2014	18	U.S. Bank PCards	\$130.50	6500-15660-402450	ECOLAB, INC - PCard
02/10/2014	18	U.S. Bank PCards	\$139.50	6500-15660-402450	ECOLAB, INC - PCard
02/10/2014	18	U.S. Bank PCards	\$1,919.33	1500-21200-402610	B & H PHOTO-VIDEO.COM - PCard
02/10/2014	18	U.S. Bank PCards	\$41.00	5610-71100-403824	AGENT FEE 0167326187548 - PCard
02/10/2014	18	U.S. Bank PCards	\$75.00	1500-22230-403350	INTERNATIONAL ASSOC - PCard
02/10/2014	18	U.S. Bank PCards	\$75.00	1500-22230-403824	INTERNATIONAL ASSOC - PCard
02/10/2014	18	U.S. Bank PCards	\$75.00	1500-22230-403350	INTERNATIONAL ASSOC - PCard
02/10/2014	18	U.S. Bank PCards	\$2,216.26	5020-74000-402360	EXOR - PCard
02/10/2014	18	U.S. Bank PCards	\$2,216.26	5020-74000-402360	EXOR - PCard
02/10/2014	18	U.S. Bank PCards	\$38.66	5610-71130-402320	SPENCER FLUID POWER INC - PCard
02/10/2014	18	U.S. Bank PCards	\$29.31	5610-71130-402320	SPENCER FLUID POWER INC - PCard
02/10/2014	18	U.S. Bank PCards	-\$21.98	5710-71410-402190	360 OFFICE SOLUTIONS - PCard
02/10/2014	18	U.S. Bank PCards	-\$73.36	5020-74000-402190	360 OFFICE SOLUTIONS - PCard
02/10/2014	18	U.S. Bank PCards	-\$17.75	0100-51270-402190	360 OFFICE SOLUTIONS - PCard
02/10/2014	18	U.S. Bank PCards	-\$9.11	0100-51210-402190	360 OFFICE SOLUTIONS - PCard
02/10/2014	18	U.S. Bank PCards	-\$41.26	0100-43210-402190	360 OFFICE SOLUTIONS - PCard
02/10/2014	18	U.S. Bank PCards	-\$40.49	0100-15120-402190	360 OFFICE SOLUTIONS - PCard
02/10/2014	18	U.S. Bank PCards	\$349.74	5710-71410-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$9.54	5710-71410-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$28.63	5710-71410-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$14.71	0100-13140-402120	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$117.85	5410-31210-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$138.00	5410-31210-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$12.60	1500-22210-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$92.57	1500-22210-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$57.73	6010-15500-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$15.84	5020-73120-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$4.09	5020-73110-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$2.72	5120-83110-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$428.99	2600-55120-402690	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$287.30	2600-55180-402290	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$6.09	5020-75000-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$4.06	5120-85000-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$7.85	5020-75000-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$5.23	5120-85000-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$197.99	5020-75000-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$132.00	5120-85000-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$116.41	5020-75000-402120	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$77.61	5120-85000-402120	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$41.94	5020-75000-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$27.96	5120-85000-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$102.18	2110-31320-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	-\$59.80	2110-31320-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$59.80	2110-31320-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$98.97	2400-43010-403920	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$540.75	5020-74000-402120	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$15.24	0100-51100-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$130.63	2550-21430-402290	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$17.62	7180-21600-402290	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$46.45	5020-74000-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$46.45	5120-84300-402190	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$12.67	5020-73110-402190	360 OFFICE SOLUTIONS INC - PCard



Check Date	Check	Name	Amount	Account	Item Desc
02/10/2014	18	U.S. Bank PCards	\$94.15	0100-13130-402110	360 OFFICE SOLUTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$33.62	5410-31230-403824	HIGH COUNTRY TRAVEL PLAZA - PCard
02/10/2014	18	U.S. Bank PCards	\$18.00	2990-65010-403990	FBI RECORD REQUEST - PCard
02/10/2014	18	U.S. Bank PCards	\$11.65	5210-15910-403650	HEARTLAND PAPER COMPANY - PCard
02/10/2014	18	U.S. Bank PCards	\$11.66	5210-15920-403650	HEARTLAND PAPER COMPANY - PCard
02/10/2014	18	U.S. Bank PCards	\$11.65	5210-15930-403650	HEARTLAND PAPER COMPANY - PCard
02/10/2014	18	U.S. Bank PCards	\$49.90	5710-71430-402450	HEARTLAND PAPER COMPANY - PCard
02/10/2014	18	U.S. Bank PCards	\$184.37	5710-71430-402450	HEARTLAND PAPER COMPANY - PCard
02/10/2014	18	U.S. Bank PCards	\$341.05	6500-15670-402920	HEARTLAND PAPER COMPANY - PCard
02/10/2014	18	U.S. Bank PCards	\$617.56	6500-15660-402240	HEARTLAND PAPER COMPANY - PCard
02/10/2014	18	U.S. Bank PCards	\$74.38	6500-15670-403690	HEARTLAND PAPER COMPANY - PCard
02/10/2014	18	U.S. Bank PCards	\$113.95	5210-15930-402925	HEARTLAND PAPER COMPANY - PCard
02/10/2014	18	U.S. Bank PCards	\$113.95	5210-15920-402925	HEARTLAND PAPER COMPANY - PCard
02/10/2014	18	U.S. Bank PCards	\$113.95	5210-15910-402925	HEARTLAND PAPER COMPANY - PCard
02/10/2014	18	U.S. Bank PCards	\$95.00	1500-21110-403170	POW R TOW - PCard
02/10/2014	18	U.S. Bank PCards	\$368.98	0100-51250-402250	4IMPRINT - PCard
02/10/2014	18	U.S. Bank PCards	\$15.00	5610-71150-402290	NATL. REGISTRY OF EMTS - PCard
02/10/2014	18	U.S. Bank PCards	\$2,452.10	5120-84300-402360	OI CORPORATION - PCard
02/10/2014	18	U.S. Bank PCards	\$95.00	1500-21110-403170	RED WRECKER RECOVERY - PCard
02/10/2014	18	U.S. Bank PCards	\$2,130.00	2600-55180-403590	HIGH POINT NETWORKS, INC. - PCard
02/10/2014	18	U.S. Bank PCards	\$864.05	2650-67720-402290	NATIONAL SERVICE GEAR - PCard
02/10/2014	18	U.S. Bank PCards	\$363.00	2650-67720-402290	PAY*AAA RED LODGE RENT - PCard
02/10/2014	18	U.S. Bank PCards	\$427.14	2990-65200-407275	CORP FOR NAT'L COMM SERV - PCard
02/10/2014	18	U.S. Bank PCards	\$483.35	5610-71140-402260	GALLS INTERN* - PCard
02/10/2014	18	U.S. Bank PCards	\$388.50	1500-21120-402440	VINCENT COMMUNICATIONS - PCard
02/10/2014	18	U.S. Bank PCards	\$150.00	6500-15660-403990	JOHNS HOME & YARD SERV - PCard
02/10/2014	18	U.S. Bank PCards	\$95.00	1500-21110-403170	BUDGET TOWING - PCard
02/10/2014	18	U.S. Bank PCards	\$79.90	6600-31100-403824	REDVECTOR.COM - PCard
02/10/2014	18	U.S. Bank PCards	\$77.90	6600-31100-403824	REDVECTOR.COM - PCard
02/10/2014	18	U.S. Bank PCards	\$239.25	5020-74000-403660	OHD LLC - PCard
02/10/2014	18	U.S. Bank PCards	\$239.25	5120-84000-403660	OHD LLC - PCard
02/10/2014	18	U.S. Bank PCards	\$246.50	5020-73120-403660	OHD LLC - PCard
02/10/2014	18	U.S. Bank PCards	\$200.00	6010-15520-402120	PACESETTER ENTERPRISES - PCard
02/10/2014	18	U.S. Bank PCards	\$47.80	5410-31220-402320	BATTS RACING - PCard
02/10/2014	18	U.S. Bank PCards	\$240.70	5020-74000-402220	MICROBIOLOGICS, INC - PCard
02/10/2014	18	U.S. Bank PCards	\$55.00	6500-15670-403690	SQ *SKYLINE SERVICES, INC - PCard
02/10/2014	18	U.S. Bank PCards	\$495.79	5610-71150-402440	TRI ELECTRONICS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$21.14	1500-21400-402280	CHARTER COMM - PCard
02/10/2014	18	U.S. Bank PCards	\$5.00	0100-17500-402110	SEND TECHNOLOGY INC - PCard
02/10/2014	18	U.S. Bank PCards	\$72.56	1500-21110-403450	SHOPBLT.COM - PCard
02/10/2014	18	U.S. Bank PCards	\$72.56	1500-22210-403450	SHOPBLT.COM - PCard
02/10/2014	18	U.S. Bank PCards	\$37.00	8730-51990-402290	SOUTHEASTERN SECURITY CON - PCard
02/10/2014	18	U.S. Bank PCards	\$75.00	5020-74000-402410	ALLENS TOOL REPAIR INC - PCard
02/10/2014	18	U.S. Bank PCards	\$134.00	5610-71150-402440	ANCHOR AUDIO STORE - PCard
02/10/2014	18	U.S. Bank PCards	\$69.00	2990-65010-402925	APL*APPLE ONLINE STORE - PCard
02/10/2014	18	U.S. Bank PCards	\$29.95	2990-65010-402925	APL*APPLE ONLINE STORE - PCard
02/10/2014	18	U.S. Bank PCards	\$799.00	2990-65010-402925	APL*APPLE ONLINE STORE - PCard
02/10/2014	18	U.S. Bank PCards	\$145.00	0100-51120-402410	ARNOLD MACHINERY COMPANY - PCard
02/10/2014	18	U.S. Bank PCards	\$383.33	5610-71130-402320	ATC - PCard
02/10/2014	18	U.S. Bank PCards	\$133.00	5610-71150-403660	BEARTOOTH FIRE PROTECTION - PCard
02/10/2014	18	U.S. Bank PCards	\$79.00	1500-22230-403824	BMI ONLINE TRAINING - PCard
02/10/2014	18	U.S. Bank PCards	\$263.88	5410-31220-402630	CABELAS RETAIL BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$346.61	2990-65010-403822	CROWNE PLAZA TIMES SQU - PCard
02/10/2014	18	U.S. Bank PCards	\$729.99	2990-65010-403822	CROWNE PLAZA TIMES SQU - PCard
02/10/2014	18	U.S. Bank PCards	\$24.00	0100-51120-402290	EDGE CONSTRUCTION SUPP - PCard
02/10/2014	18	U.S. Bank PCards	\$53.60	5020-75000-402410	EDGE CONSTRUCTION SUPP - PCard
02/10/2014	18	U.S. Bank PCards	\$2,183.18	5610-71100-408199	EM AIR 1762177618092 - PCard
02/10/2014	18	U.S. Bank PCards	\$35.00	5020-74000-402450	EMPIRE HEATING & COOLING - PCard
02/10/2014	18	U.S. Bank PCards	\$15.00	2600-55110-403360	FACEBK *JKDJG56GK2 - PCard
02/10/2014	18	U.S. Bank PCards	\$7.88	5410-31230-402290	FASTENERS BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$91.64	0100-51120-402290	FASTENERS BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$90.63	5610-71130-402320	FEDEX FREIGHT INC - PCard
02/10/2014	18	U.S. Bank PCards	\$98.68	5020-74000-402360	FEDEX FREIGHT INC - PCard
02/10/2014	18	U.S. Bank PCards	\$700.00	2400-43010-408199	FHWA-NATL HWY INST TRNG P - PCard
02/10/2014	18	U.S. Bank PCards	\$16.60	1500-21120-402220	FIRST AID LIVE.COM - PCard
02/10/2014	18	U.S. Bank PCards	\$31.03	1500-21120-402220	FIRST AID LIVE.COM - PCard
02/10/2014	18	U.S. Bank PCards	\$186.39	5710-71430-402450	FOOD SERVICES OF AMERICA - PCard
02/10/2014	18	U.S. Bank PCards	\$1,320.67	5120-84300-402360	FRONTIER CONTROLS CORPORA - PCard
02/10/2014	18	U.S. Bank PCards	\$1,864.00	6270-17520-403560	GALLAGHER BENEFIT S - PCard
02/10/2014	18	U.S. Bank PCards	\$227.54	1500-21710-402450	GARY BRINK INC - PCard
02/10/2014	18	U.S. Bank PCards	\$1,469.50	5610-71130-402320	GLACIER PRODUCTS AND SERV - PCard
02/10/2014	18	U.S. Bank PCards	\$1,227.86	5610-71130-402320	GLACIER PRODUCTS AND SERV - PCard
02/10/2014	18	U.S. Bank PCards	\$472.72	5610-71130-402320	GLACIER PRODUCTS AND SERV - PCard
02/10/2014	18	U.S. Bank PCards	\$25.16	5210-15910-403650	GORHAM PARK LAUNDRY - PCard
02/10/2014	18	U.S. Bank PCards	\$25.17	5210-15920-403650	GORHAM PARK LAUNDRY - PCard
02/10/2014	18	U.S. Bank PCards	\$25.17	5210-15930-403650	GORHAM PARK LAUNDRY - PCard

Check Date	Check	Name	Amount	Account	Item Desc
02/10/2014	18	U.S. Bank PCards	\$85.00	6600-31100-403824	GOVERNMENT FINANCE OFFIC - PCard
02/10/2014	18	U.S. Bank PCards	\$562.66	2650-67720-402290	GRAPHIC IMPRINTS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$83.30	0100-51120-402320	HCL TRUCK EQUIPMENT - PCard
02/10/2014	18	U.S. Bank PCards	\$41.97	0100-51120-402320	HCL TRUCK EQUIPMENT - PCard
02/10/2014	18	U.S. Bank PCards	\$2,000.00	4060-71190-409490	HCL TRUCK EQUIPMENT - PCard
02/10/2014	18	U.S. Bank PCards	\$2,000.00	4060-71190-409490	HCL TRUCK EQUIPMENT - PCard
02/10/2014	18	U.S. Bank PCards	\$1,470.00	4060-71190-409490	HCL TRUCK EQUIPMENT - PCard
02/10/2014	18	U.S. Bank PCards	\$10.00	2090-44510-402520	IAEI - PCard
02/10/2014	18	U.S. Bank PCards	\$291.00	2600-55120-402290	INDEPENDENT LOCK AND PART - PCard
02/10/2014	18	U.S. Bank PCards	\$736.00	1500-21200-402610	INT*VERIPIC - PCard
02/10/2014	18	U.S. Bank PCards	\$239.04	2600-55120-402240	KOHLER COMPANY INC - PCard
02/10/2014	18	U.S. Bank PCards	\$183.55	2600-55120-402240	KOHLER COMPANY INC - PCard
02/10/2014	18	U.S. Bank PCards	\$198.00	2400-43010-402120	LL BEAN MAILORDER - PCard
02/10/2014	18	U.S. Bank PCards	\$252.00	0100-51260-402262	MACK PRODUCTIONS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$652.58	2990-65010-402925	MAGNA VISUAL - PCard
02/10/2014	18	U.S. Bank PCards	\$20.82	5020-74000-402360	MONOPRICE COM - PCard
02/10/2014	18	U.S. Bank PCards	\$14.27	5020-74000-402450	MOTION INDUSTRIES MT01 - PCard
02/10/2014	18	U.S. Bank PCards	\$1,696.32	5610-71190-402450	NS CORPORATION - PCard
02/10/2014	18	U.S. Bank PCards	\$85.00	5610-71100-403390	NWAAAE 00 OF 00 - PCard
02/10/2014	18	U.S. Bank PCards	\$85.00	5610-71100-403390	NWAAAE 00 OF 00 - PCard
02/10/2014	18	U.S. Bank PCards	\$65.00	2400-43010-403350	PAYPAL *MAP - PCard
02/10/2014	18	U.S. Bank PCards	\$65.00	2400-43010-403350	PAYPAL *MAP - PCard
02/10/2014	18	U.S. Bank PCards	\$65.00	2400-43010-403350	PAYPAL *MAP - PCard
02/10/2014	18	U.S. Bank PCards	\$65.00	2400-43010-403350	PAYPAL *MAP - PCard
02/10/2014	18	U.S. Bank PCards	\$35.00	2400-43010-403350	PAYPAL *MAP - PCard
02/10/2014	18	U.S. Bank PCards	\$65.00	2400-43010-403350	PAYPAL *MAP - PCard
02/10/2014	18	U.S. Bank PCards	\$65.00	2400-43010-403350	PAYPAL *MAP - PCard
02/10/2014	18	U.S. Bank PCards	\$65.00	2400-43010-408199	PAYPAL *MAP - PCard
02/10/2014	18	U.S. Bank PCards	\$30.93	6010-15500-402190	PAYPAL *TOPDIGISERV - PCard
02/10/2014	18	U.S. Bank PCards	\$30.00	0100-51260-402230	PEPSI-COLA BOTTLING CO - PCard
02/10/2014	18	U.S. Bank PCards	\$232.65	5020-73110-403110	PITNEY BOWES CREDIT - PCard
02/10/2014	18	U.S. Bank PCards	\$155.10	5120-83110-403110	PITNEY BOWES CREDIT - PCard
02/10/2014	18	U.S. Bank PCards	\$2,500.00	0100-51120-403350	RAIN BIRD TRAINING SVCS - PCard
02/10/2014	18	U.S. Bank PCards	\$95.96	5710-71430-402450	REDDI ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$157.58	5410-31220-402630	RESPOND SYSTEMS - PCard
02/10/2014	18	U.S. Bank PCards	\$100.84	5410-31230-402630	RESPOND SYSTEMS - PCard
02/10/2014	18	U.S. Bank PCards	\$186.00	2110-31320-402630	SAFETY GLASS USA INC - PCard
02/10/2014	18	U.S. Bank PCards	\$793.90	1500-21400-403822	SQ *CAROL STABEN BURROUGH - PCard
02/10/2014	18	U.S. Bank PCards	\$352.01	5120-84300-402360	SQ *ENPRO TECHNOLOGIES, L - PCard
02/10/2014	18	U.S. Bank PCards	\$260.00	1500-22260-402450	SQ *FRANK'S CRANE SERVICE - PCard
02/10/2014	18	U.S. Bank PCards	\$92.70	2650-67720-402290	SYLVAN PEAK MOUNTAIN SHOP - PCard
02/10/2014	18	U.S. Bank PCards	\$71.99	5020-73110-403630	THIRD IRIS CORP - PCard
02/10/2014	18	U.S. Bank PCards	\$48.00	5120-83110-403630	THIRD IRIS CORP - PCard
02/10/2014	18	U.S. Bank PCards	\$359.97	0100-12200-402925	THIRD IRIS CORP - PCard
02/10/2014	18	U.S. Bank PCards	\$30.03	5120-83140-403660	PUD IVR - PCard
02/10/2014	18	U.S. Bank PCards	\$84.08	5020-73140-403660	PUD IVR - PCard
02/10/2014	18	U.S. Bank PCards	\$44.84	5120-85000-403660	PUD IVR - PCard
02/10/2014	18	U.S. Bank PCards	\$67.26	5020-75000-403660	PUD IVR - PCard
02/10/2014	18	U.S. Bank PCards	\$112.10	5020-74000-403660	PUD IVR - PCard
02/10/2014	18	U.S. Bank PCards	\$33.92	5020-74000-403660	PUD IVR - PCard
02/10/2014	18	U.S. Bank PCards	\$36.00	2450-12570-402190	CITY OF BILLINGS FINANCE - PCard
02/10/2014	18	U.S. Bank PCards	\$10.78	0100-51420-402330	MEADOW GREEN SALES - PCard
02/10/2014	18	U.S. Bank PCards	\$161.36	0100-51420-402330	MEADOW GREEN SALES - PCard
02/10/2014	18	U.S. Bank PCards	\$300.00	2510-21270-403450	GIBSON ADVERTISING, MARKE - PCard
02/10/2014	18	U.S. Bank PCards	\$595.50	2090-44510-403822	ALA*ALLEGIAN AIR - PCard
02/10/2014	18	U.S. Bank PCards	\$198.50	2090-44510-403824	ALA*ALLEGIAN AIR - PCard
02/10/2014	18	U.S. Bank PCards	\$15.00	0100-51120-408199	WEST END LOCK & SECURITY - PCard
02/10/2014	18	U.S. Bank PCards	\$75.00	0100-43210-403350	AMERICAN ASSOCIAT00 OF 00 - PCard
02/10/2014	18	U.S. Bank PCards	\$120.00	6600-31100-403824	AMERICAN WATERWORKS - PCard
02/10/2014	18	U.S. Bank PCards	\$150.00	0100-51250-403990	MSU BILLINGS-MAIN CAMPU - PCard
02/10/2014	18	U.S. Bank PCards	\$1,836.61	5020-74000-402220	HACH COMPANY - PCard
02/10/2014	18	U.S. Bank PCards	\$95.00	1500-21110-403170	HANSERS WRECKER COMPANY - PCard
02/10/2014	18	U.S. Bank PCards	\$65.00	6300-17530-407310	HANSERS WRECKER COMPANY - PCard
02/10/2014	18	U.S. Bank PCards	\$236.22	5410-31220-402290	HANSON CHEMICAL - PCard
02/10/2014	18	U.S. Bank PCards	\$27.40	5210-15920-403650	HANSON CHEMICAL - PCard
02/10/2014	18	U.S. Bank PCards	\$27.40	5210-15930-403650	HANSON CHEMICAL - PCard
02/10/2014	18	U.S. Bank PCards	\$137.75	0100-51270-402450	HANSON CHEMICAL - PCard
02/10/2014	18	U.S. Bank PCards	\$1,002.83	2600-55120-402240	HANSON CHEMICAL - PCard
02/10/2014	18	U.S. Bank PCards	\$48.96	2600-55120-402240	HANSON CHEMICAL - PCard
02/10/2014	18	U.S. Bank PCards	\$51.12	2600-55120-402240	HANSON CHEMICAL - PCard
02/10/2014	18	U.S. Bank PCards	\$440.86	2600-55120-402240	HANSON CHEMICAL - PCard
02/10/2014	18	U.S. Bank PCards	\$177.75	2600-55120-402240	HANSON CHEMICAL - PCard
02/10/2014	18	U.S. Bank PCards	\$197.91	2600-55120-402925	HANSON CHEMICAL - PCard
02/10/2014	18	U.S. Bank PCards	\$16.13	6600-31100-402450	HANSON CHEMICAL - PCard
02/10/2014	18	U.S. Bank PCards	\$24.19	6700-31410-402450	HANSON CHEMICAL - PCard
02/10/2014	18	U.S. Bank PCards	\$151.83	0100-51270-402450	HANSON CHEMICAL - PCard

Check Date	Check	Name	Amount	Account	Item Desc
02/10/2014	18	U.S. Bank PCards	\$346.24	6500-15660-402240	HANSON CHEMICAL - PCard
02/10/2014	18	U.S. Bank PCards	\$303.95	6500-15660-402240	HANSON CHEMICAL - PCard
02/10/2014	18	U.S. Bank PCards	\$133.47	6500-15660-402240	HANSON CHEMICAL - PCard
02/10/2014	18	U.S. Bank PCards	\$95.58	6500-15660-402240	HANSON CHEMICAL - PCard
02/10/2014	18	U.S. Bank PCards	\$52.32	0100-51420-402410	HANSON CHEMICAL - PCard
02/10/2014	18	U.S. Bank PCards	\$522.90	1500-22260-402240	HANSON CHEMICAL - PCard
02/10/2014	18	U.S. Bank PCards	\$131.97	5610-71130-402450	HOSE & RUBBER SUPPLY - PCard
02/10/2014	18	U.S. Bank PCards	\$106.21	5610-71130-402450	HOSE & RUBBER SUPPLY - PCard
02/10/2014	18	U.S. Bank PCards	\$14.02	0100-51120-402330	HOSE & RUBBER SUPPLY - PCard
02/10/2014	18	U.S. Bank PCards	\$35.06	0100-51120-402330	HOSE & RUBBER SUPPLY - PCard
02/10/2014	18	U.S. Bank PCards	\$108.80	5020-74000-402450	HOSE & RUBBER SUPPLY - PCard
02/10/2014	18	U.S. Bank PCards	\$15.65	5020-74000-402450	HOSE & RUBBER SUPPLY - PCard
02/10/2014	18	U.S. Bank PCards	\$48.56	5020-74000-402450	HOSE & RUBBER SUPPLY - PCard
02/10/2014	18	U.S. Bank PCards	\$26.82	5020-74000-402450	HOSE & RUBBER SUPPLY - PCard
02/10/2014	18	U.S. Bank PCards	\$39.41	5610-71120-402450	HOSE & RUBBER SUPPLY - PCard
02/10/2014	18	U.S. Bank PCards	\$62.65	2110-31320-402320	HOTSY WY-MONT - PCard
02/10/2014	18	U.S. Bank PCards	\$128.25	2110-31320-402320	HOTSY WY-MONT - PCard
02/10/2014	18	U.S. Bank PCards	\$111.87	1500-22210-403760	ICMA INTERNET - PCard
02/10/2014	18	U.S. Bank PCards	\$100.92	0100-51140-402290	INTL SOC ARBORICULTURE - PCard
02/10/2014	18	U.S. Bank PCards	\$81.70	0100-51120-402290	INTL SOC ARBORICULTURE - PCard
02/10/2014	18	U.S. Bank PCards	\$60.29	2400-43010-403240	J & H INC - PCard
02/10/2014	18	U.S. Bank PCards	\$184.00	5610-71140-403660	JOHNSON CONTROLS SS - PCard
02/10/2014	18	U.S. Bank PCards	\$184.00	5610-71140-403660	JOHNSON CONTROLS SS - PCard
02/10/2014	18	U.S. Bank PCards	\$170.88	5610-71170-402450	JOHNSTNE SPPLY BLLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$196.03	1500-22250-402450	KB COMMERCIAL PRODUCTS - PCard
02/10/2014	18	U.S. Bank PCards	\$60.00	5610-71120-402240	KB COMMERCIAL PRODUCTS - PCard
02/10/2014	18	U.S. Bank PCards	\$105.84	5610-71120-402240	KB COMMERCIAL PRODUCTS - PCard
02/10/2014	18	U.S. Bank PCards	\$174.16	5610-71120-402240	KB COMMERCIAL PRODUCTS - PCard
02/10/2014	18	U.S. Bank PCards	\$361.87	5610-71120-402240	KB COMMERCIAL PRODUCTS - PCard
02/10/2014	18	U.S. Bank PCards	\$498.75	5020-73140-402240	KB COMMERCIAL PRODUCTS - PCard
02/10/2014	18	U.S. Bank PCards	\$166.25	5120-83140-402240	KB COMMERCIAL PRODUCTS - PCard
02/10/2014	18	U.S. Bank PCards	\$73.25	5210-15910-403650	KB COMMERCIAL PRODUCTS - PCard
02/10/2014	18	U.S. Bank PCards	\$73.25	5210-15920-403650	KB COMMERCIAL PRODUCTS - PCard
02/10/2014	18	U.S. Bank PCards	\$40.00	5210-15930-403650	KB COMMERCIAL PRODUCTS - PCard
02/10/2014	18	U.S. Bank PCards	\$55.37	5210-15910-403650	KB COMMERCIAL PRODUCTS - PCard
02/10/2014	18	U.S. Bank PCards	\$81.21	5210-15920-403650	KB COMMERCIAL PRODUCTS - PCard
02/10/2014	18	U.S. Bank PCards	\$81.21	5210-15930-403650	KB COMMERCIAL PRODUCTS - PCard
02/10/2014	18	U.S. Bank PCards	\$49.20	5210-15930-402450	KB COMMERCIAL PRODUCTS - PCard
02/10/2014	18	U.S. Bank PCards	\$49.20	5210-15920-402450	KB COMMERCIAL PRODUCTS - PCard
02/10/2014	18	U.S. Bank PCards	\$49.20	5210-15910-402450	KB COMMERCIAL PRODUCTS - PCard
02/10/2014	18	U.S. Bank PCards	\$31.97	5210-15910-403650	KB COMMERCIAL PRODUCTS - PCard
02/10/2014	18	U.S. Bank PCards	\$125.34	5210-15920-403650	KB COMMERCIAL PRODUCTS - PCard
02/10/2014	18	U.S. Bank PCards	\$82.89	5210-15930-403650	KB COMMERCIAL PRODUCTS - PCard
02/10/2014	18	U.S. Bank PCards	\$126.00	5410-31220-402290	KB COMMERCIAL PRODUCTS - PCard
02/10/2014	18	U.S. Bank PCards	\$33.50	5410-31230-403660	KENCO SECURITY AND TEC - PCard
02/10/2014	18	U.S. Bank PCards	\$110.00	2600-55120-403660	KENCO SECURITY AND TEC - PCard
02/10/2014	18	U.S. Bank PCards	\$19.50	5020-74000-403660	KENCO SECURITY AND TEC - PCard
02/10/2014	18	U.S. Bank PCards	\$11.16	5020-73140-403660	KENCO SECURITY AND TEC - PCard
02/10/2014	18	U.S. Bank PCards	\$3.71	5120-83140-403660	KENCO SECURITY AND TEC - PCard
02/10/2014	18	U.S. Bank PCards	\$15.08	5020-75000-403660	KENCO SECURITY AND TEC - PCard
02/10/2014	18	U.S. Bank PCards	\$10.05	5120-85000-403660	KENCO SECURITY AND TEC - PCard
02/10/2014	18	U.S. Bank PCards	\$18.40	6600-31100-403660	KENCO SECURITY AND TEC - PCard
02/10/2014	18	U.S. Bank PCards	\$27.60	6700-31410-403660	KENCO SECURITY AND TEC - PCard
02/10/2014	18	U.S. Bank PCards	\$67.00	1500-21150-402285	KENCO SECURITY AND TEC - PCard
02/10/2014	18	U.S. Bank PCards	\$127.98	1500-21110-403574	KENCO SECURITY AND TEC - PCard
02/10/2014	18	U.S. Bank PCards	\$67.00	6500-15660-402450	KENCO SECURITY AND TEC - PCard
02/10/2014	18	U.S. Bank PCards	\$46.00	6500-15670-403690	KENCO SECURITY AND TEC - PCard
02/10/2014	18	U.S. Bank PCards	\$320.00	6500-15660-403990	KENCO SECURITY AND TEC - PCard
02/10/2014	18	U.S. Bank PCards	\$563.98	6500-15660-403990	KENCO SECURITY AND TEC - PCard
02/10/2014	18	U.S. Bank PCards	\$76.00	5120-84300-402360	LESMAN IRON WORKS - PCard
02/10/2014	18	U.S. Bank PCards	\$220.58	5610-71130-402320	M B COMPANIES INC - PCard
02/10/2014	18	U.S. Bank PCards	\$627.83	5610-71130-402320	M B COMPANIES INC - PCard
02/10/2014	18	U.S. Bank PCards	\$96.00	5610-71130-402450	OVERHEAD DOOR OF SO MT - PCard
02/10/2014	18	U.S. Bank PCards	\$415.80	5210-15930-402450	OVERHEAD DOOR OF SO MT - PCard
02/10/2014	18	U.S. Bank PCards	\$183.00	5210-15930-402450	OVERHEAD DOOR OF SO MT - PCard
02/10/2014	18	U.S. Bank PCards	\$46.50	2400-43010-403110	THE MAIL DROP - PCard
02/10/2014	18	U.S. Bank PCards	\$27.87	5020-74000-402360	MCMaster-CARR - PCard
02/10/2014	18	U.S. Bank PCards	\$173.14	5120-84300-402360	MCMaster-CARR - PCard
02/10/2014	18	U.S. Bank PCards	\$203.87	5020-74000-402360	MCMaster-CARR - PCard
02/10/2014	18	U.S. Bank PCards	\$80.49	5020-74000-402360	MCMaster-CARR - PCard
02/10/2014	18	U.S. Bank PCards	\$33.14	5020-74000-402360	MCMaster-CARR - PCard
02/10/2014	18	U.S. Bank PCards	\$2,500.00	8730-51990-402290	MIDLAND IMPLEMENT CO - PCard
02/10/2014	18	U.S. Bank PCards	\$260.00	8730-51990-402290	MIDLAND IMPLEMENT CO - PCard
02/10/2014	18	U.S. Bank PCards	\$200.00	0100-51120-402290	MIDLAND IMPLEMENT CO - PCard
02/10/2014	18	U.S. Bank PCards	\$44.50	0100-51120-402290	MIDLAND IMPLEMENT CO - PCard
02/10/2014	18	U.S. Bank PCards	\$92.70	0100-51120-402290	MIDLAND IMPLEMENT CO - PCard

Check Date	Check	Name	Amount	Account	Item Desc
02/10/2014	18	U.S. Bank PCards	\$918.40	0100-51120-402330	MIDLAND IMPLEMENT CO - PCard
02/10/2014	18	U.S. Bank PCards	\$42.70	0100-51120-402290	MIDLAND IMPLEMENT CO - PCard
02/10/2014	18	U.S. Bank PCards	\$11.60	0100-51120-402330	MIDLAND IMPLEMENT CO - PCard
02/10/2014	18	U.S. Bank PCards	\$234.00	0100-51120-402330	MIDLAND IMPLEMENT CO - PCard
02/10/2014	18	U.S. Bank PCards	\$64.45	0100-51120-402330	MIDLAND IMPLEMENT CO - PCard
02/10/2014	18	U.S. Bank PCards	\$533.00	5410-31230-403660	MIDWEST HEATING COOLING - PCard
02/10/2014	18	U.S. Bank PCards	\$35.94	0100-51120-402310	NAPA STORE 3547001 - PCard
02/10/2014	18	U.S. Bank PCards	\$171.55	5610-71130-402320	NAPA STORE 3547001 - PCard
02/10/2014	18	U.S. Bank PCards	\$19.95	5710-71440-402410	NAPA STORE 3547001 - PCard
02/10/2014	18	U.S. Bank PCards	\$44.93	5710-71440-402450	NAPA STORE 3547001 - PCard
02/10/2014	18	U.S. Bank PCards	\$80.61	5410-31230-402410	NAPA STORE 3547001 - PCard
02/10/2014	18	U.S. Bank PCards	\$28.12	5410-31230-402410	NAPA STORE 3547001 - PCard
02/10/2014	18	U.S. Bank PCards	\$28.96	0100-51120-402290	NAPA STORE 3547001 - PCard
02/10/2014	18	U.S. Bank PCards	\$74.35	5410-31230-402310	NAPA STORE 3547001 - PCard
02/10/2014	18	U.S. Bank PCards	\$25.99	0100-51120-402320	NAPA STORE 3547001 - PCard
02/10/2014	18	U.S. Bank PCards	\$56.97	0100-51120-402320	NAPA STORE 3547001 - PCard
02/10/2014	18	U.S. Bank PCards	\$24.10	5410-31220-402410	NAPA STORE 3547001 - PCard
02/10/2014	18	U.S. Bank PCards	\$80.82	0100-51120-402320	NAPA STORE 3547001 - PCard
02/10/2014	18	U.S. Bank PCards	\$1,155.79	1500-21400-403822	NORTHERN HOTEL - PCard
02/10/2014	18	U.S. Bank PCards	\$299.00	5410-31230-402290	NORTHLAND AUTOMOTIVE - PCard
02/10/2014	18	U.S. Bank PCards	\$26.28	0100-51120-402410	NORTHWEST INDUSTRIAL SUPP - PCard
02/10/2014	18	U.S. Bank PCards	\$14.25	5120-85000-402410	NORTHWEST INDUSTRIAL SUPP - PCard
02/10/2014	18	U.S. Bank PCards	\$8.55	5020-75000-402410	NORTHWEST INDUSTRIAL SUPP - PCard
02/10/2014	18	U.S. Bank PCards	\$5.70	5120-85000-402410	NORTHWEST INDUSTRIAL SUPP - PCard
02/10/2014	18	U.S. Bank PCards	\$217.33	5020-75000-402410	NORTHWEST INDUSTRIAL SUPP - PCard
02/10/2014	18	U.S. Bank PCards	\$144.89	5120-85000-402410	NORTHWEST INDUSTRIAL SUPP - PCard
02/10/2014	18	U.S. Bank PCards	\$40.00	5120-85000-403660	NORTHWEST INDUSTRIAL SUPP - PCard
02/10/2014	18	U.S. Bank PCards	\$80.00	5020-73120-402410	NORTHWEST INDUSTRIAL SUPP - PCard
02/10/2014	18	U.S. Bank PCards	\$31.39	5410-31220-402630	NORTHWEST INDUSTRIAL SUPP - PCard
02/10/2014	18	U.S. Bank PCards	\$495.75	5410-31220-402290	NORTHWEST INDUSTRIAL SUPP - PCard
02/10/2014	18	U.S. Bank PCards	\$40.20	5020-74000-402450	NORTHWEST INDUSTRIAL SUPP - PCard
02/10/2014	18	U.S. Bank PCards	\$91.57	5610-71120-402450	NORTHWEST PIPE FITTINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$176.10	5710-71430-402450	NORTHWEST PIPE FITTINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$271.76	5710-71430-402450	NORTHWEST PIPE FITTINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$2,362.50	8730-51990-402290	NORTHWEST PIPE FITTINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$71.98	5610-71190-402450	NORTHWEST PIPE FITTINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$142.93	5410-31230-402290	NORTHWEST PIPE FITTINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$156.37	5410-31230-402290	NORTHWEST PIPE FITTINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$23.21	5610-71170-402450	NORTHWEST PIPE FITTINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$76.65	5610-71170-402450	NORTHWEST PIPE FITTINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$15.71	5610-71190-402450	NORTHWEST PIPE FITTINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$620.44	5120-84000-402223	NORTHWEST SCIENTIFIC INC - PCard
02/10/2014	18	U.S. Bank PCards	\$92.19	5120-84000-402223	NORTHWEST SCIENTIFIC INC - PCard
02/10/2014	18	U.S. Bank PCards	\$125.08	5120-84000-402223	NORTHWEST SCIENTIFIC INC - PCard
02/10/2014	18	U.S. Bank PCards	\$95.92	5120-84000-402223	NORTHWEST SCIENTIFIC INC - PCard
02/10/2014	18	U.S. Bank PCards	\$118.32	5120-84000-402223	NORTHWEST SCIENTIFIC INC - PCard
02/10/2014	18	U.S. Bank PCards	\$231.60	5120-84000-402223	NORTHWEST SCIENTIFIC INC - PCard
02/10/2014	18	U.S. Bank PCards	\$357.00	5120-84000-402223	NORTHWEST SCIENTIFIC INC - PCard
02/10/2014	18	U.S. Bank PCards	\$41.77	5020-74000-402220	NORTHWEST SCIENTIFIC INC - PCard
02/10/2014	18	U.S. Bank PCards	\$129.36	5020-74000-402220	NORTHWEST SCIENTIFIC INC - PCard
02/10/2014	18	U.S. Bank PCards	\$75.36	5020-74000-402220	NORTHWEST SCIENTIFIC INC - PCard
02/10/2014	18	U.S. Bank PCards	\$236.56	5020-74000-402220	NORTHWEST SCIENTIFIC INC - PCard
02/10/2014	18	U.S. Bank PCards	\$52.84	5020-74000-402220	NORTHWEST SCIENTIFIC INC - PCard
02/10/2014	18	U.S. Bank PCards	\$519.14	5020-74000-402220	NORTHWEST SCIENTIFIC INC - PCard
02/10/2014	18	U.S. Bank PCards	\$227.50	5020-74000-402450	PACIFIC STEEL #02 - PCard
02/10/2014	18	U.S. Bank PCards	\$335.11	5120-84300-402360	PACIFIC STEEL #02 - PCard
02/10/2014	18	U.S. Bank PCards	\$202.69	1500-22240-402450	PACIFIC STEEL #02 - PCard
02/10/2014	18	U.S. Bank PCards	\$44.51	5120-85000-404220	PACIFIC STEEL #02 - PCard
02/10/2014	18	U.S. Bank PCards	\$17.28	5020-75000-402380	PACIFIC STEEL #02 - PCard
02/10/2014	18	U.S. Bank PCards	\$11.52	5120-85000-402380	PACIFIC STEEL #02 - PCard
02/10/2014	18	U.S. Bank PCards	\$3.88	5020-75000-402410	PACIFIC STEEL #02 - PCard
02/10/2014	18	U.S. Bank PCards	\$2.59	5120-85000-402410	PACIFIC STEEL #02 - PCard
02/10/2014	18	U.S. Bank PCards	\$60.00	5020-74000-402360	PACIFIC STEEL #02 - PCard
02/10/2014	18	U.S. Bank PCards	\$78.41	5120-84000-402450	PACIFIC STEEL #02 - PCard
02/10/2014	18	U.S. Bank PCards	\$207.37	5120-84000-402450	PACIFIC STEEL #02 - PCard
02/10/2014	18	U.S. Bank PCards	\$5.99	0100-51250-402250	THE PAINT CENTER - PCard
02/10/2014	18	U.S. Bank PCards	\$54.32	0100-51120-408199	THE PAINT CENTER - PCard
02/10/2014	18	U.S. Bank PCards	\$21.44	0100-51120-402310	RATCO TRAILER AND HITCH - PCard
02/10/2014	18	U.S. Bank PCards	\$130.00	5710-71470-402260	RED WING SHOE STORE 2 - PCard
02/10/2014	18	U.S. Bank PCards	\$75.86	0100-51270-402290	RELIABLE TENT & AWNING C - PCard
02/10/2014	18	U.S. Bank PCards	\$26.21	5210-15220-402190	THE RUBBER STAMP SHOP, IN - PCard
02/10/2014	18	U.S. Bank PCards	\$397.15	8730-51990-402290	SHERWIN WILLIAMS #3203 - PCard
02/10/2014	18	U.S. Bank PCards	\$62.29	5020-74000-402450	SHERWIN WILLIAMS #3203 - PCard
02/10/2014	18	U.S. Bank PCards	\$56.69	5610-71130-402450	SHERWIN WILLIAMS #3203 - PCard
02/10/2014	18	U.S. Bank PCards	\$159.86	8730-51990-402290	SHERWIN WILLIAMS #3429 - PCard
02/10/2014	18	U.S. Bank PCards	\$43.49	8730-51990-402290	SHERWIN WILLIAMS #3429 - PCard

Check Date	Check	Name	Amount	Account	Item Desc
02/10/2014	18	U.S. Bank PCards	\$43.49	8730-51990-402290	SHERWIN WILLIAMS #3429 - PCard
02/10/2014	18	U.S. Bank PCards	\$79.99	5610-71130-402320	SHIPTON'S BIG R-EAST - PCard
02/10/2014	18	U.S. Bank PCards	-\$89.97	5410-31220-402630	SHIPTON'S BIG R-EAST - PCard
02/10/2014	18	U.S. Bank PCards	\$45.98	1500-22240-402450	SHIPTON'S BIG R-EAST - PCard
02/10/2014	18	U.S. Bank PCards	\$134.82	1500-22260-402310	SHIPTON'S BIG R-EAST - PCard
02/10/2014	18	U.S. Bank PCards	\$5.25	1500-22240-402690	SHIPTON'S BIG R-EAST - PCard
02/10/2014	18	U.S. Bank PCards	\$45.00	1500-22310-402690	SHIPTON'S BIG R-EAST - PCard
02/10/2014	18	U.S. Bank PCards	\$22.48	5020-75000-402290	SHIPTON'S BIG R-EAST - PCard
02/10/2014	18	U.S. Bank PCards	\$14.98	5120-85000-402290	SHIPTON'S BIG R-EAST - PCard
02/10/2014	18	U.S. Bank PCards	\$124.99	5020-75000-402320	SHIPTON'S BIG R-EAST - PCard
02/10/2014	18	U.S. Bank PCards	\$28.22	5020-75000-402290	SHIPTON'S BIG R-EAST - PCard
02/10/2014	18	U.S. Bank PCards	-\$7.98	0100-51120-402290	SHIPTON'S BIG R-EAST - PCard
02/10/2014	18	U.S. Bank PCards	\$7.98	0100-51120-402290	SHIPTON'S BIG R-EAST - PCard
02/10/2014	18	U.S. Bank PCards	\$148.73	0100-51120-402260	SHIPTON'S BIG R-EAST - PCard
02/10/2014	18	U.S. Bank PCards	\$6.49	8730-51990-402290	SHIPTON'S BIG R-EAST - PCard
02/10/2014	18	U.S. Bank PCards	\$31.98	5610-71150-402290	SHIPTON'S BIG R-WEST - PCard
02/10/2014	18	U.S. Bank PCards	\$149.98	5410-31220-402290	SHIPTON'S BIG R-WEST - PCard
02/10/2014	18	U.S. Bank PCards	\$131.94	5410-31220-402630	SHIPTON'S BIG R-WEST - PCard
02/10/2014	18	U.S. Bank PCards	\$341.60	0100-51120-402330	SHIPTON'S BIG R-WEST - PCard
02/10/2014	18	U.S. Bank PCards	\$712.47	0100-51120-402320	SHIPTON'S BIG R-WEST - PCard
02/10/2014	18	U.S. Bank PCards	\$11.98	5020-75000-402290	SHIPTON'S BIG R-WEST - PCard
02/10/2014	18	U.S. Bank PCards	\$11.90	5020-75000-402290	SHIPTON'S BIG R-WEST - PCard
02/10/2014	18	U.S. Bank PCards	\$134.75	5020-74000-402290	FIREMASTER - PCard
02/10/2014	18	U.S. Bank PCards	\$40.00	1500-21120-402120	FIREMASTER - PCard
02/10/2014	18	U.S. Bank PCards	\$38.34	0100-51120-402330	SIX ROBBLEES NO 6 - PCard
02/10/2014	18	U.S. Bank PCards	\$275.95	5410-31230-402320	SIX ROBBLEES NO 6 - PCard
02/10/2014	18	U.S. Bank PCards	\$102.60	5410-31220-402410	SIX ROBBLEES NO 6 - PCard
02/10/2014	18	U.S. Bank PCards	\$31.90	6010-15500-403822	SKILLPATH SEMINARS MAIN - PCard
02/10/2014	18	U.S. Bank PCards	\$89.00	0100-15120-403823	SKILLPATH SEMINARS MAIN - PCard
02/10/2014	18	U.S. Bank PCards	\$638.79	5610-71120-402450	STATE CHEMIC*STATE CHE - PCard
02/10/2014	18	U.S. Bank PCards	\$59.39	5020-74000-402450	STATE CHEMIC*STATE CHE - PCard
02/10/2014	18	U.S. Bank PCards	\$1,395.00	5610-71100-403581	SUNDOWN SECURITY - PCard
02/10/2014	18	U.S. Bank PCards	\$1,395.00	5610-71100-403581	SUNDOWN SECURITY - PCard
02/10/2014	18	U.S. Bank PCards	\$1,491.88	5610-71100-403581	SUNDOWN SECURITY - PCard
02/10/2014	18	U.S. Bank PCards	\$1,484.13	5610-71100-403581	SUNDOWN SECURITY - PCard
02/10/2014	18	U.S. Bank PCards	\$666.60	5210-15910-403970	SUNDOWN SECURITY - PCard
02/10/2014	18	U.S. Bank PCards	\$666.60	5210-15920-403970	SUNDOWN SECURITY - PCard
02/10/2014	18	U.S. Bank PCards	\$666.80	5210-15930-403970	SUNDOWN SECURITY - PCard
02/10/2014	18	U.S. Bank PCards	\$105.00	2400-43010-403920	TINYS TAVERN INC 2 - PCard
02/10/2014	18	U.S. Bank PCards	\$79.99	5610-71120-402260	TRACTOR SUPPLY #1381 - PCard
02/10/2014	18	U.S. Bank PCards	\$99.99	5610-71130-402320	TRACTOR-SUPPLY-CO #0303 - PCard
02/10/2014	18	U.S. Bank PCards	\$199.98	0100-51120-402320	TRACTOR-SUPPLY-CO #0303 - PCard
02/10/2014	18	U.S. Bank PCards	\$454.58	5410-31230-402320	TRI-STATE TRUCK & EQUIPM - PCard
02/10/2014	18	U.S. Bank PCards	\$1,687.50	8730-51990-402330	2M COMPANY WAREHOUSE - PCard
02/10/2014	18	U.S. Bank PCards	\$84.00	2600-55200-403360	UNIVERSAL AWARDS - PCard
02/10/2014	18	U.S. Bank PCards	\$624.25	5610-71130-402320	CARQUEST 01031038 - PCard
02/10/2014	18	U.S. Bank PCards	\$128.16	0100-51120-402330	CARQUEST 01031046 - PCard
02/10/2014	18	U.S. Bank PCards	\$969.19	0100-16110-403220	THOMSON WEST*TCD - PCard
02/10/2014	18	U.S. Bank PCards	\$475.13	0100-12120-403390	THOMSON WEST*TCD - PCard
02/10/2014	18	U.S. Bank PCards	\$105.00	2650-67720-402290	WESTERN AWARDS & ENGRAVIN - PCard
02/10/2014	18	U.S. Bank PCards	\$45.75	5610-71100-403630	WESTERN OFFICE EQUIPMENT - PCard
02/10/2014	18	U.S. Bank PCards	\$57.00	5410-31220-402630	WESTERN RANCH SUPPLY - PCard
02/10/2014	18	U.S. Bank PCards	\$22.00	0100-12120-402260	WETZELS QUALITY CLEANERS - PCard
02/10/2014	18	U.S. Bank PCards	\$72.48	5610-71130-402320	YELLOWSTONE COUNTY IMPLEM - PCard
02/10/2014	18	U.S. Bank PCards	\$24.88	5210-15230-402290	YELLOWSTONE COUNTY IMPLEM - PCard
02/10/2014	18	U.S. Bank PCards	\$8.70	0100-51120-402290	YELLOWSTONE COUNTY IMPLEM - PCard
02/10/2014	18	U.S. Bank PCards	\$31.91	5020-74000-403410	YELLOWSTONE VALLEY ELEC - PCard
02/10/2014	18	U.S. Bank PCards	\$31.24	2110-31320-403410	YELLOWSTONE VALLEY ELECT - PCard
02/10/2014	18	U.S. Bank PCards	\$283.32	8720-51980-403410	YELLOWSTONE VALLEY ELECT - PCard
02/10/2014	18	U.S. Bank PCards	\$80.65	8720-51980-403410	YELLOWSTONE VALLEY ELECT - PCard
02/10/2014	18	U.S. Bank PCards	\$19.00	8720-51980-403410	YELLOWSTONE VALLEY ELECT - PCard
02/10/2014	18	U.S. Bank PCards	\$137.22	8720-51980-403410	YELLOWSTONE VALLEY ELECT - PCard
02/10/2014	18	U.S. Bank PCards	\$39.01	8720-51980-403410	YELLOWSTONE VALLEY ELECT - PCard
02/10/2014	18	U.S. Bank PCards	\$19.00	8720-51980-403410	YELLOWSTONE VALLEY ELECT - PCard
02/10/2014	18	U.S. Bank PCards	\$112.68	5120-85000-405333	FRONTIER FENCE COMPANY - PCard
02/10/2014	18	U.S. Bank PCards	\$250.50	6300-17530-407310	FRANK & WETCH TRUCK RE - PCard
02/10/2014	18	U.S. Bank PCards	\$27.16	0100-51120-402290	INTERSTATE ALL BATTERY - PCard
02/10/2014	18	U.S. Bank PCards	\$229.83	0100-51420-402290	DYNA - PCard
02/10/2014	18	U.S. Bank PCards	\$475.85	5610-71130-402320	DYNA - PCard
02/10/2014	18	U.S. Bank PCards	\$57.50	2600-55120-402290	ALLADIN LOCK & SECURITY - PCard
02/10/2014	18	U.S. Bank PCards	\$2,398.50	5610-71130-403653	COOPER CROUSE HINDS LLC - PCard
02/10/2014	18	U.S. Bank PCards	\$1,896.24	5610-71130-403653	COOPER CROUSE HINDS LLC - PCard
02/10/2014	18	U.S. Bank PCards	\$103.35	1500-22240-402690	HARBOR FREIGHT TOOLS 207 - PCard
02/10/2014	18	U.S. Bank PCards	\$63.67	5410-31220-402410	HARBOR FREIGHT TOOLS 207 - PCard
02/10/2014	18	U.S. Bank PCards	-\$19.45	2110-31320-402290	BILLINGSGAZETTETHRIFTYNCK - PCard
02/10/2014	18	U.S. Bank PCards	\$122.98	1500-22210-403824	HOLIDAY INN GREAT FALLS - PCard

Check Date	Check	Name	Amount	Account	Item Desc
02/10/2014	18	U.S. Bank PCards	\$9.30	5120-84000-402290	V-1 PROPANE *PROPANE - PCard
02/10/2014	18	U.S. Bank PCards	\$73.00	5610-71150-403660	V-1 PROPANE *PROPANE - PCard
02/10/2014	18	U.S. Bank PCards	\$60.90	2110-31320-402310	V-1 PROPANE *PROPANE - PCard
02/10/2014	18	U.S. Bank PCards	\$477.50	2510-21870-403822	DELTA AIR 0062348065271 - PCard
02/10/2014	18	U.S. Bank PCards	\$477.50	2510-21870-403822	DELTA AIR 0062348065272 - PCard
02/10/2014	18	U.S. Bank PCards	\$477.50	2510-21870-403822	DELTA AIR 0062348065273 - PCard
02/10/2014	18	U.S. Bank PCards	\$400.00	5410-31220-402290	VANNOY METAL WORKS - PCard
02/10/2014	18	U.S. Bank PCards	-\$164.29	6200-19110-405370	CDW GOVERNMENT - PCard
02/10/2014	18	U.S. Bank PCards	\$164.29	6200-19110-405370	CDW GOVERNMENT - PCard
02/10/2014	18	U.S. Bank PCards	\$35.04	6200-19110-405370	CDW GOVERNMENT - PCard
02/10/2014	18	U.S. Bank PCards	\$37.16	2600-55180-402290	CDW GOVERNMENT - PCard
02/10/2014	18	U.S. Bank PCards	\$323.70	2600-55180-409490	CDW GOVERNMENT - PCard
02/10/2014	18	U.S. Bank PCards	\$76.89	2600-55180-402290	CDW GOVERNMENT - PCard
02/10/2014	18	U.S. Bank PCards	\$170.42	2600-55180-409490	CDW GOVERNMENT - PCard
02/10/2014	18	U.S. Bank PCards	\$1,543.78	2600-55180-409490	CDW GOVERNMENT - PCard
02/10/2014	18	U.S. Bank PCards	\$569.50	1500-21110-403240	CDW GOVERNMENT - PCard
02/10/2014	18	U.S. Bank PCards	\$975.00	2250-22320-403822	MEDICAL PRIORITY CONSULT - PCard
02/10/2014	18	U.S. Bank PCards	\$358.32	5410-31210-403581	EXPRESS EMPLOYMENT PROFES - PCard
02/10/2014	18	U.S. Bank PCards	\$700.05	2600-55120-403660	THYSSENKRUPP ELEV ORACLE - PCard
02/10/2014	18	U.S. Bank PCards	\$393.76	5210-15920-402450	THYSSENKRUPP ELEV ORACLE - PCard
02/10/2014	18	U.S. Bank PCards	\$583.59	6500-15670-403690	THYSSENKRUPP ELEV ORACLE - PCard
02/10/2014	18	U.S. Bank PCards	\$595.27	6500-15670-403690	THYSSENKRUPP ELEV ORACLE - PCard
02/10/2014	18	U.S. Bank PCards	\$191.00	2600-55120-402290	INDEPENDENT LOCK AND PART - PCard
02/10/2014	18	U.S. Bank PCards	\$158.57	1500-21200-402610	SYX*TIGERDIRECT.COM - PCard
02/10/2014	18	U.S. Bank PCards	\$27.96	0100-51120-402290	BILLINGS HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$35.34	0100-51120-402410	BILLINGS HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$9.97	0100-51120-402290	BILLINGS HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$159.89	0100-51120-402290	BILLINGS HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$36.98	2110-31320-402290	BILLINGS HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$3.99	2110-31320-402290	BILLINGS HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$16.88	0100-51120-402290	BILLINGS HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$9.68	8730-51990-402290	BILLINGS HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$55.97	0100-51120-402410	BILLINGS HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$1.75	0100-17500-403365	WENDY'S DOWNTOWN - PCard
02/10/2014	18	U.S. Bank PCards	\$173.25	0100-17500-403365	WENDY'S DOWNTOWN - PCard
02/10/2014	18	U.S. Bank PCards	\$372.11	5610-71150-402220	L N CURTIS & SONS - PCard
02/10/2014	18	U.S. Bank PCards	\$405.50	2550-21430-403822	UNITED 0162393273854 - PCard
02/10/2014	18	U.S. Bank PCards	\$280.50	2480-12620-403824	UNITED 0162393348437 - PCard
02/10/2014	18	U.S. Bank PCards	\$280.50	7380-12640-403824	UNITED 0162393348438 - PCard
02/10/2014	18	U.S. Bank PCards	\$280.50	7380-12640-403824	UNITED 0162393348439 - PCard
02/10/2014	18	U.S. Bank PCards	\$280.50	7380-12640-403824	UNITED 0162393350115 - PCard
02/10/2014	18	U.S. Bank PCards	\$280.50	7380-12640-403824	UNITED 0162393351193 - PCard
02/10/2014	18	U.S. Bank PCards	\$280.50	7380-12640-403824	UNITED 0162393370690 - PCard
02/10/2014	18	U.S. Bank PCards	\$296.50	7380-12640-403824	UNITED 0162393377228 - PCard
02/10/2014	18	U.S. Bank PCards	\$370.50	5610-71100-403824	UNITED 0167326187548 - PCard
02/10/2014	18	U.S. Bank PCards	\$14.35	5410-31220-402290	HOLIDAY STNSTORE 0285 - PCard
02/10/2014	18	U.S. Bank PCards	\$1,414.60	5120-84000-402310	FARSTAD OIL INC - PCard
02/10/2014	18	U.S. Bank PCards	\$707.30	5120-84000-402310	FARSTAD OIL INC - PCard
02/10/2014	18	U.S. Bank PCards	\$650.59	0100-15120-403230	ALPHAGRAPHICS #387 - PCard
02/10/2014	18	U.S. Bank PCards	\$48.39	0100-12200-403210	ALPHAGRAPHICS #387 - PCard
02/10/2014	18	U.S. Bank PCards	\$100.00	1500-21110-403170	DEE JAY BEE - PCard
02/10/2014	18	U.S. Bank PCards	\$275.00	5120-85000-403660	S&S MACHINE INC - PCard
02/10/2014	18	U.S. Bank PCards	\$250.00	5020-74000-403660	S&S MACHINE INC - PCard
02/10/2014	18	U.S. Bank PCards	\$210.90	5020-74000-403823	FREDPRYOR CAREERTRACK - PCard
02/10/2014	18	U.S. Bank PCards	\$180.64	0100-51120-402330	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$17.97	0100-51120-402290	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	-\$79.99	0100-51120-402290	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$116.97	0100-51120-402290	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$15.88	8730-51990-402290	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$6.29	5020-74000-402450	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$143.01	1500-22260-402120	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$19.99	1500-22260-402320	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$17.43	0100-51420-402290	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$33.40	0100-51420-402290	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$86.93	0100-51420-402290	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$79.98	0100-51120-402290	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$19.46	6500-15660-402450	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$10.78	6500-15660-402190	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$19.93	1500-22260-402320	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$49.98	0100-51120-402290	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$101.05	0100-51120-402330	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$11.97	5120-84300-402360	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$62.26	0100-51140-402290	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$11.16	5020-74000-402450	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$41.99	5210-15230-402290	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$11.68	5210-15230-402120	KINGS ACE HARDWARE - PCard

Check Date	Check	Name	Amount	Account	Item Desc
02/10/2014	18	U.S. Bank PCards	\$175.44	5410-31230-402290	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$30.48	0100-51420-402290	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$12.97	0100-51420-402290	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$24.28	8400-31840-402290	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$10.05	0100-51120-402290	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$8.69	0100-51120-402290	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$6.99	5210-15230-402120	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$4.49	5210-15230-402120	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$1.66	5210-15910-403650	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$1.66	5210-15920-403650	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$1.67	5210-15930-403650	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$19.52	0100-51120-402290	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$119.96	0100-51120-402290	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$27.99	0100-51120-402330	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	-\$35.99	0100-51120-402330	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$49.99	5410-31220-402410	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$19.29	5410-31220-402290	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$21.58	5410-31220-402410	KINGS ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$85.00	1500-21110-403350	FBI NATIONAL ACADEMY ASSO - PCard
02/10/2014	18	U.S. Bank PCards	\$85.00	1500-21110-403350	FBI NATIONAL ACADEMY ASSO - PCard
02/10/2014	18	U.S. Bank PCards	\$1.38	5120-85000-402380	ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$5.98	5410-31220-402290	ACE HARDWARE - PCard
02/10/2014	18	U.S. Bank PCards	\$50.00	5610-71150-402290	REDD OXX - PCard
02/10/2014	18	U.S. Bank PCards	\$120.00	5410-31210-403310	THE BILLINGS OUTPOST - PCard
02/10/2014	18	U.S. Bank PCards	\$975.00	0100-17500-403560	ASSOCIATEDEMPLOYERS - PCard
02/10/2014	18	U.S. Bank PCards	\$747.20	5610-71120-402240	MONTANA BROOM & BRUSH COM - PCard
02/10/2014	18	U.S. Bank PCards	\$948.99	5610-71120-402240	MONTANA BROOM & BRUSH COM - PCard
02/10/2014	18	U.S. Bank PCards	\$445.10	5610-71130-402240	MONTANA BROOM & BRUSH COM - PCard
02/10/2014	18	U.S. Bank PCards	\$29.00	1500-21700-402260	SPIC AND SPAN CLEANERS - PCard
02/10/2014	18	U.S. Bank PCards	\$167.50	5610-71140-402260	SPIC AND SPAN CLEANERS - PCard
02/10/2014	18	U.S. Bank PCards	\$160.00	2600-55120-403581	LABOR READY - PCard
02/10/2014	18	U.S. Bank PCards	\$166.79	1500-21120-402220	BIG SKY FIRE EQUIPMENT - PCard
02/10/2014	18	U.S. Bank PCards	\$2,430.75	2510-21870-403822	DOUBLETREE MISSOULA - PCard
02/10/2014	18	U.S. Bank PCards	\$1,537.50	1500-21200-402610	B & H PHOTO-VIDEO-MO/TO - PCard
02/10/2014	18	U.S. Bank PCards	\$15.28	0100-51250-402250	ALBERTSONS #2025 - PCard
02/10/2014	18	U.S. Bank PCards	\$7.99	1500-22260-402240	ALBERTSONS #2025 - PCard
02/10/2014	18	U.S. Bank PCards	\$350.00	6270-17520-403516	ALBERTSONS #2025 - PCard
02/10/2014	18	U.S. Bank PCards	\$2.46	2600-55110-403110	ALBERTSONS #2025 - PCard
02/10/2014	18	U.S. Bank PCards	\$43.68	2090-44510-403822	ORLEANS HOTEL & CASINO - PCard
02/10/2014	18	U.S. Bank PCards	\$43.68	2090-44510-403822	ORLEANS HOTEL & CASINO - PCard
02/10/2014	18	U.S. Bank PCards	\$43.68	2090-44510-403822	ORLEANS HOTEL & CASINO - PCard
02/10/2014	18	U.S. Bank PCards	\$43.68	2090-44510-403824	ORLEANS HOTEL & CASINO - PCard
02/10/2014	18	U.S. Bank PCards	\$151.04	2090-44510-403822	ORLEANS HOTEL & CASINO - PCard
02/10/2014	18	U.S. Bank PCards	\$151.04	2090-44510-403822	ORLEANS HOTEL & CASINO - PCard
02/10/2014	18	U.S. Bank PCards	\$151.04	2090-44510-403822	ORLEANS HOTEL & CASINO - PCard
02/10/2014	18	U.S. Bank PCards	\$151.04	2090-44510-403824	ORLEANS HOTEL & CASINO - PCard
02/10/2014	18	U.S. Bank PCards	\$299.99	1500-21500-405333	DELL SALES & SERVICE - PCard
02/10/2014	18	U.S. Bank PCards	\$245.99	1500-21500-405333	DELL SALES & SERVICE - PCard
02/10/2014	18	U.S. Bank PCards	\$139.98	1500-21500-405333	DELL SALES & SERVICE - PCard
02/10/2014	18	U.S. Bank PCards	\$13.14	5120-84300-402360	THE HOME DEPOT 3101 - PCard
02/10/2014	18	U.S. Bank PCards	\$9.45	5410-31230-402410	THE HOME DEPOT 3101 - PCard
02/10/2014	18	U.S. Bank PCards	\$9.40	5410-31230-402290	THE HOME DEPOT 3101 - PCard
02/10/2014	18	U.S. Bank PCards	\$21.66	5410-31230-402290	THE HOME DEPOT 3101 - PCard
02/10/2014	18	U.S. Bank PCards	\$70.85	5410-31230-402290	THE HOME DEPOT 3101 - PCard
02/10/2014	18	U.S. Bank PCards	\$99.97	5410-31230-402450	THE HOME DEPOT 3101 - PCard
02/10/2014	18	U.S. Bank PCards	\$25.69	5410-31230-402450	THE HOME DEPOT 3101 - PCard
02/10/2014	18	U.S. Bank PCards	\$6.98	5410-31230-402290	THE HOME DEPOT 3101 - PCard
02/10/2014	18	U.S. Bank PCards	\$53.70	0100-51120-402290	THE HOME DEPOT 3101 - PCard
02/10/2014	18	U.S. Bank PCards	\$18.93	0100-51120-402290	THE HOME DEPOT 3101 - PCard
02/10/2014	18	U.S. Bank PCards	\$29.90	8730-51990-402290	THE HOME DEPOT 3101 - PCard
02/10/2014	18	U.S. Bank PCards	\$153.02	2600-55120-402350	THE HOME DEPOT 3101 - PCard
02/10/2014	18	U.S. Bank PCards	\$44.96	1500-22230-402290	OFFICE DEPOT #1080 - PCard
02/10/2014	18	U.S. Bank PCards	\$161.90	1500-22210-403240	OFFICE DEPOT #1080 - PCard
02/10/2014	18	U.S. Bank PCards	\$32.35	5020-75000-402190	OFFICE DEPOT #1080 - PCard
02/10/2014	18	U.S. Bank PCards	\$21.56	5120-85000-402190	OFFICE DEPOT #1080 - PCard
02/10/2014	18	U.S. Bank PCards	\$31.92	2400-43010-402120	OFFICE DEPOT #1080 - PCard
02/10/2014	18	U.S. Bank PCards	\$5.99	2400-43010-402120	OFFICE DEPOT #1080 - PCard
02/10/2014	18	U.S. Bank PCards	\$206.97	2090-44510-402190	OFFICE DEPOT #1080 - PCard
02/10/2014	18	U.S. Bank PCards	\$38.31	2600-55140-402190	OFFICE DEPOT #2135 - PCard
02/10/2014	18	U.S. Bank PCards	\$20.99	5210-15210-402190	OFFICE DEPOT #2135 - PCard
02/10/2014	18	U.S. Bank PCards	\$52.73	0100-16110-402190	OFFICE DEPOT #2135 - PCard
02/10/2014	18	U.S. Bank PCards	\$42.48	2600-55180-402290	OFFICE DEPOT #2135 - PCard
02/10/2014	18	U.S. Bank PCards	\$22.99	2600-55110-402190	OFFICE DEPOT #2135 - PCard
02/10/2014	18	U.S. Bank PCards	\$59.94	1500-22250-402190	OFFICE DEPOT #2135 - PCard
02/10/2014	18	U.S. Bank PCards	\$119.99	5610-71100-402925	OFFICE DEPOT #2135 - PCard
02/10/2014	18	U.S. Bank PCards	\$22.59	6010-15500-402190	OFFICE DEPOT #450 - PCard

Check Date	Check	Name	Amount	Account	Item Desc
02/10/2014	18	U.S. Bank PCards	\$285.00	5610-71130-402260	ACES - PCard
02/10/2014	18	U.S. Bank PCards	\$99.00	2110-31320-402260	ACES - PCard
02/10/2014	18	U.S. Bank PCards	\$201.50	2110-31320-402260	ACES - PCard
02/10/2014	18	U.S. Bank PCards	\$77.85	1500-22260-402120	AMAZON.COM - PCard
02/10/2014	18	U.S. Bank PCards	\$17.28	1500-22260-402120	AMAZON.COM - PCard
02/10/2014	18	U.S. Bank PCards	\$129.99	5610-71150-402260	AMAZON.COM - PCard
02/10/2014	18	U.S. Bank PCards	\$10.93	2600-55190-403222	AMAZON.COM - PCard
02/10/2014	18	U.S. Bank PCards	\$25.67	2600-55190-403241	AMAZON.COM - PCard
02/10/2014	18	U.S. Bank PCards	\$14.99	2600-55190-403243	AMAZON.COM - PCard
02/10/2014	18	U.S. Bank PCards	\$28.34	2600-55190-403336	AMAZON.COM - PCard
02/10/2014	18	U.S. Bank PCards	\$90.68	2600-55180-402290	AMAZON.COM - PCard
02/10/2014	18	U.S. Bank PCards	\$35.98	2600-55110-402190	AMZ*SMART SIGN - PCard
02/10/2014	18	U.S. Bank PCards	\$480.00	5020-75000-402920	SELBYS BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$320.00	5120-85000-402920	SELBYS BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$30.00	5020-73120-403660	SELBYS BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$195.00	6050-15160-403690	SELBYS BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$47.52	6700-31410-402190	SELBYS BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$14.00	2110-31320-402290	SELBYS BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$83.17	2600-55190-403382	TCD*GALE - PCard
02/10/2014	18	U.S. Bank PCards	\$160.73	2600-55190-403382	TCD*GALE - PCard
02/10/2014	18	U.S. Bank PCards	\$125.55	2600-55190-403382	TCD*GALE - PCard
02/10/2014	18	U.S. Bank PCards	\$70.37	2600-55190-403382	TCD*GALE - PCard
02/10/2014	18	U.S. Bank PCards	\$444.26	2600-55190-403382	TCD*GALE - PCard
02/10/2014	18	U.S. Bank PCards	\$54.95	1500-21710-402230	PETSMART INC 393 - PCard
02/10/2014	18	U.S. Bank PCards	\$49.99	1500-21200-402610	BEST BUY 00005926 - PCard
02/10/2014	18	U.S. Bank PCards	\$140.00	2400-43010-407214	DATA IMAGING SYSTEMS - PCard
02/10/2014	18	U.S. Bank PCards	\$477.00	6500-15670-403690	DATA IMAGING SYSTEMS - PCard
02/10/2014	18	U.S. Bank PCards	\$33.51	5610-71150-402290	USPS 29078001028700219 - PCard
02/10/2014	18	U.S. Bank PCards	\$13.26	5610-71150-402290	USPS 29078001028700219 - PCard
02/10/2014	18	U.S. Bank PCards	\$3.65	2480-12620-402190	USPS 29078001028700219 - PCard
02/10/2014	18	U.S. Bank PCards	\$138.00	0100-16110-403110	USPS 29078001028700219 - PCard
02/10/2014	18	U.S. Bank PCards	\$19.95	0100-15120-403110	USPS 29078001028700219 - PCard
02/10/2014	18	U.S. Bank PCards	\$140.00	1500-21110-403110	USPS 29078001028700219 - PCard
02/10/2014	18	U.S. Bank PCards	\$188.64	5610-71120-402450	BATTERIES PLUS #25 - PCard
02/10/2014	18	U.S. Bank PCards	\$201.96	5020-74000-402360	BATTERIES PLUS #25 - PCard
02/10/2014	18	U.S. Bank PCards	\$99.96	5020-74000-402360	BATTERIES PLUS #25 - PCard
02/10/2014	18	U.S. Bank PCards	\$46.99	0100-51420-402290	BATTERIES PLUS #25 - PCard
02/10/2014	18	U.S. Bank PCards	\$199.92	5120-84300-402360	BATTERIES PLUS #25 - PCard
02/10/2014	18	U.S. Bank PCards	\$89.95	5610-71150-402440	BATTERIES PLUS #25 - PCard
02/10/2014	18	U.S. Bank PCards	\$32.99	5610-71150-402440	BATTERIES PLUS #25 - PCard
02/10/2014	18	U.S. Bank PCards	-\$32.99	5610-71150-402440	BATTERIES PLUS #25 - PCard
02/10/2014	18	U.S. Bank PCards	\$7.98	1500-22260-402240	ALBERTSONS #2041 - PCard
02/10/2014	18	U.S. Bank PCards	\$10.99	5610-71120-402450	ALBERTSONS #2041 - PCard
02/10/2014	18	U.S. Bank PCards	\$210.00	6500-15660-402450	ARCHITECTURAL DOORS & HAR - PCard
02/10/2014	18	U.S. Bank PCards	\$125.00	6500-15670-403690	ARCHITECTURAL DOORS & HAR - PCard
02/10/2014	18	U.S. Bank PCards	\$376.00	6500-15660-402450	ARCHITECTURAL DOORS & HAR - PCard
02/10/2014	18	U.S. Bank PCards	\$561.11	5610-71120-402450	DENNY MENHOLT FRONTIER - PCard
02/10/2014	18	U.S. Bank PCards	\$68.31	5610-71150-402320	DENNY MENHOLT FRONTIER - PCard
02/10/2014	18	U.S. Bank PCards	\$101.90	5610-71130-402320	DENNY MENHOLT FRONTIER - PCard
02/10/2014	18	U.S. Bank PCards	\$57.50	2600-55190-403380	CARBON COUNTY NEWS - PCard
02/10/2014	18	U.S. Bank PCards	\$200.00	2650-67720-402290	WAL-MART #1956 - PCard
02/10/2014	18	U.S. Bank PCards	\$212.16	2650-67720-402290	WAL-MART #1956 - PCard
02/10/2014	18	U.S. Bank PCards	\$99.00	0100-51120-402290	WAL-MART #1956 - PCard
02/10/2014	18	U.S. Bank PCards	\$6.96	5710-71410-403920	WAL-MART #1956 - PCard
02/10/2014	18	U.S. Bank PCards	\$84.00	5710-71420-403823	WAL-MART #1956 - PCard
02/10/2014	18	U.S. Bank PCards	\$83.21	5610-71120-402240	WAL-MART #2923 - PCard
02/10/2014	18	U.S. Bank PCards	\$73.88	7380-12640-402190	WAL-MART #2923 - PCard
02/10/2014	18	U.S. Bank PCards	\$5.00	2600-55140-402190	WAL-MART #2923 - PCard
02/10/2014	18	U.S. Bank PCards	\$14.94	0100-16110-402925	WAL-MART #2923 - PCard
02/10/2014	18	U.S. Bank PCards	\$4.97	1500-22250-402450	WAL-MART #2923 - PCard
02/10/2014	18	U.S. Bank PCards	\$63.35	5410-31220-402290	WAL-MART #2923 - PCard
02/10/2014	18	U.S. Bank PCards	\$15.49	2600-55110-402190	WAL-MART #4412 - PCard
02/10/2014	18	U.S. Bank PCards	\$178.00	2090-44510-402120	WALMART.COM 8009666546 - PCard
02/10/2014	18	U.S. Bank PCards	\$56.16	6500-15660-402360	GRAYBAR ELECTRIC COMPANY - PCard
02/10/2014	18	U.S. Bank PCards	\$187.32	2600-55180-402290	GRAYBAR ELECTRIC COMPANY - PCard
02/10/2014	18	U.S. Bank PCards	\$10.07	6500-15660-402360	GRAYBAR ELECTRIC COMPANY - PCard
02/10/2014	18	U.S. Bank PCards	\$499.95	2650-67720-402290	USPS POSTAL ST66100207 - PCard
02/10/2014	18	U.S. Bank PCards	\$15.00	6200-19130-402120	BILLINGS OFFICE SYSTEMS - PCard
02/10/2014	18	U.S. Bank PCards	\$9.00	5020-75000-403660	BILLINGS OFFICE SYSTEMS - PCard
02/10/2014	18	U.S. Bank PCards	\$6.00	5120-85000-403660	BILLINGS OFFICE SYSTEMS - PCard
02/10/2014	18	U.S. Bank PCards	\$45.00	5020-73110-403630	BILLINGS OFFICE SYSTEMS - PCard
02/10/2014	18	U.S. Bank PCards	\$30.00	5120-83110-403630	BILLINGS OFFICE SYSTEMS - PCard
02/10/2014	18	U.S. Bank PCards	\$15.00	6200-19130-402120	BILLINGS OFFICE SYSTEMS - PCard
02/10/2014	18	U.S. Bank PCards	\$9.00	5020-75000-403660	BILLINGS OFFICE SYSTEMS - PCard
02/10/2014	18	U.S. Bank PCards	\$6.00	5120-85000-403660	BILLINGS OFFICE SYSTEMS - PCard
02/10/2014	18	U.S. Bank PCards	\$195.00	6500-15670-403690	STEVENS BROTHERS MECHANI - PCard

Check Date	Check	Name	Amount	Account	Item Desc
02/10/2014	18	U.S. Bank PCards	\$959.62	6500-15670-403690	STEVENS BROTHERS MECHANI - PCard
02/10/2014	18	U.S. Bank PCards	\$170.25	0100-11000-403940	THE PIN CENTER - PCard
02/10/2014	18	U.S. Bank PCards	\$300.42	5710-71440-402450	KIMBALL MIDWEST - PCard
02/10/2014	18	U.S. Bank PCards	\$285.42	5710-71440-402450	KIMBALL MIDWEST - PCard
02/10/2014	18	U.S. Bank PCards	-\$300.42	5710-71440-402450	KIMBALL MIDWEST - PCard
02/10/2014	18	U.S. Bank PCards	\$111.34	5710-71440-402450	KIMBALL MIDWEST - PCard
02/10/2014	18	U.S. Bank PCards	\$150.00	1500-21110-403170	FRANK'S TOWING & AUTO - PCard
02/10/2014	18	U.S. Bank PCards	\$228.50	1500-21200-407910	LEXISNEXIS RISK MGT - PCard
02/10/2014	18	U.S. Bank PCards	\$1,190.40	5610-71120-402450	NORTHWEST FLOORS - PCard
02/10/2014	18	U.S. Bank PCards	\$495.00	5610-71120-402450	NORTHWEST FLOORS - PCard
02/10/2014	18	U.S. Bank PCards	-\$2,483.00	6500-15670-403690	NORTHWEST FLOORS - PCard
02/10/2014	18	U.S. Bank PCards	\$275.97	6200-19110-405370	DMI* DELL K-12/GOVT - PCard
02/10/2014	18	U.S. Bank PCards	\$61.48	6060-19310-402122	GRAYBAR ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$177.72	6500-15660-402360	GRAYBAR ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$122.94	6500-15660-402360	GRAYBAR ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$138.17	2110-31320-402430	GRAYBAR ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$240.00	5410-31210-403350	SWANA - PCard
02/10/2014	18	U.S. Bank PCards	\$34.56	5410-31230-402320	GALLES FILTER AND EXHAUST - PCard
02/10/2014	18	U.S. Bank PCards	\$61.94	5610-71100-403390	TLF GAINANS FLORAL AND G - PCard
02/10/2014	18	U.S. Bank PCards	\$12.91	5610-71120-402450	FASTENERS BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$40.80	0100-51120-402290	FASTENERS BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$70.28	5410-31230-402290	FASTENERS BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$1.72	5610-71130-402320	FASTENERS BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$1.00	5610-71130-402320	FASTENERS BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$61.87	5610-71130-402320	FASTENERS BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$149.00	5410-31230-402290	ENDURO SEAT COVERS - PCard
02/10/2014	18	U.S. Bank PCards	\$46.47	0100-14110-403325	ECONO PRINT - PCard
02/10/2014	18	U.S. Bank PCards	\$41.71	6700-31410-403210	ECONO PRINT - PCard
02/10/2014	18	U.S. Bank PCards	\$22.10	5710-71430-402450	A & I DIST.-BLGS EQUIP - PCard
02/10/2014	18	U.S. Bank PCards	\$187.36	0100-51120-402310	A & I DISTRIBUTORS - VT - PCard
02/10/2014	18	U.S. Bank PCards	\$114.00	2510-21870-402190	ACCENT PRINT SHOP, INC. - PCard
02/10/2014	18	U.S. Bank PCards	\$183.00	2550-21430-402290	ACCENT PRINT SHOP, INC. - PCard
02/10/2014	18	U.S. Bank PCards	\$176.00	1500-21500-403210	ACCENT PRINT SHOP, INC. - PCard
02/10/2014	18	U.S. Bank PCards	\$101.99	5210-15920-402450	ACE ELECTRIC, INC. - PCard
02/10/2014	18	U.S. Bank PCards	\$497.13	5210-15930-402450	ACE ELECTRIC, INC. - PCard
02/10/2014	18	U.S. Bank PCards	\$152.64	5210-15910-402450	ACE ELECTRIC, INC. - PCard
02/10/2014	18	U.S. Bank PCards	\$1,029.98	5210-15930-402450	ACE ELECTRIC, INC. - PCard
02/10/2014	18	U.S. Bank PCards	\$1,710.13	5210-15920-402450	ACE ELECTRIC, INC. - PCard
02/10/2014	18	U.S. Bank PCards	\$1,167.35	5210-15920-402450	ACE ELECTRIC, INC. - PCard
02/10/2014	18	U.S. Bank PCards	\$782.10	5210-15930-402450	ACE ELECTRIC, INC. - PCard
02/10/2014	18	U.S. Bank PCards	\$212.70	5210-15910-402450	ACE ELECTRIC, INC. - PCard
02/10/2014	18	U.S. Bank PCards	\$413.50	5210-15950-402450	ACE ELECTRIC, INC. - PCard
02/10/2014	18	U.S. Bank PCards	\$1,397.52	6500-15670-403690	ACE ELECTRIC, INC. - PCard
02/10/2014	18	U.S. Bank PCards	\$252.00	6500-15660-402240	ACE ELECTRIC, INC. - PCard
02/10/2014	18	U.S. Bank PCards	\$72.00	6500-15660-402450	ACE ELECTRIC, INC. - PCard
02/10/2014	18	U.S. Bank PCards	\$831.67	1500-21710-402450	AIR CONTROLS BILLINGS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$342.48	0100-51410-402450	AIR CONTROLS BILLINGS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$1,869.30	6500-15670-403690	AIR CONTROLS BILLINGS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$170.00	6500-15660-402450	AIR CONTROLS BILLINGS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$85.00	6500-15670-403690	AIR CONTROLS BILLINGS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$191.25	6500-15670-403690	AIR CONTROLS BILLINGS INC - PCard
02/10/2014	18	U.S. Bank PCards	\$130.00	5610-71120-402260	AL'S BOOTERY, INC. - PCard
02/10/2014	18	U.S. Bank PCards	\$130.00	5610-71120-402260	AL'S BOOTERY, INC. - PCard
02/10/2014	18	U.S. Bank PCards	\$130.00	5610-71120-402260	AL'S BOOTERY, INC. - PCard
02/10/2014	18	U.S. Bank PCards	\$504.00	5210-15950-402450	ALPINE PLMBG,HTG&COOLING - PCard
02/10/2014	18	U.S. Bank PCards	\$373.50	5710-71430-402450	ALPINE PLMBG,HTG&COOLING - PCard
02/10/2014	18	U.S. Bank PCards	\$424.00	6500-15670-403690	ALPINE PLMBG,HTG&COOLING - PCard
02/10/2014	18	U.S. Bank PCards	\$550.00	5610-71100-403824	AAAA - PCard
02/10/2014	18	U.S. Bank PCards	\$110.00	5710-71440-402390	LP ANDERSON TIRE FACTORY - PCard
02/10/2014	18	U.S. Bank PCards	\$2,196.00	5610-71190-402450	LP ANDERSON TIRE FACTORY - PCard
02/10/2014	18	U.S. Bank PCards	\$380.00	5610-71130-402390	LP ANDERSON TIRE FACTORY - PCard
02/10/2014	18	U.S. Bank PCards	\$215.00	2600-55110-403110	ARTCRAFT PRINTERS - PCard
02/10/2014	18	U.S. Bank PCards	\$20.27	2110-31320-403630	AUTOMATED OFFICE SYSTEMS - PCard
02/10/2014	18	U.S. Bank PCards	\$12.37	5020-74000-403660	AUTOMATED OFFICE SYSTEMS - PCard
02/10/2014	18	U.S. Bank PCards	\$838.75	2990-65010-402190	AUTOMATED OFFICE SYSTEMS - PCard
02/10/2014	18	U.S. Bank PCards	\$546.00	2990-65010-402190	AUTOMATED OFFICE SYSTEMS - PCard
02/10/2014	18	U.S. Bank PCards	\$19.20	6600-31100-403660	AUTOMATED OFFICE SYSTEMS - PCard
02/10/2014	18	U.S. Bank PCards	\$10.00	6700-31410-403660	AUTOMATED OFFICE SYSTEMS - PCard
02/10/2014	18	U.S. Bank PCards	\$30.00	0100-13140-402120	BADGE WEST AWARDS & EN - PCard
02/10/2014	18	U.S. Bank PCards	\$273.25	1500-21110-401170	BADGE WEST AWARDS & EN - PCard
02/10/2014	18	U.S. Bank PCards	\$132.00	1500-21120-402120	BADGE WEST AWARDS & EN - PCard
02/10/2014	18	U.S. Bank PCards	\$6.00	1500-21120-402120	BADGE WEST AWARDS & EN - PCard
02/10/2014	18	U.S. Bank PCards	\$2.95	5020-74000-402450	APPLIED IND TECH 0422 - PCard
02/10/2014	18	U.S. Bank PCards	\$28.42	5120-85000-402290	APPLIED IND TECH 0422 - PCard
02/10/2014	18	U.S. Bank PCards	\$220.39	5020-74000-402450	MOTION INDUSTRIES MT01 - PCard
02/10/2014	18	U.S. Bank PCards	\$1,272.70	5410-31220-402260	BIG SKY LINEN & UNIFOR - PCard

Check Date	Check	Name	Amount	Account	Item Desc
02/10/2014	18	U.S. Bank PCards	\$514.85	5410-31230-402260	BIG SKY LINEN & UNIFOR - PCard
02/10/2014	18	U.S. Bank PCards	\$1,017.50	5410-31220-402260	BIG SKY LINEN & UNIFOR - PCard
02/10/2014	18	U.S. Bank PCards	\$454.60	5410-31230-402260	BIG SKY LINEN & UNIFOR - PCard
02/10/2014	18	U.S. Bank PCards	\$199.15	5610-71120-402240	BIG SKY LINEN & UNIFOR - PCard
02/10/2014	18	U.S. Bank PCards	\$396.00	5610-71120-402260	BIG SKY LINEN & UNIFOR - PCard
02/10/2014	18	U.S. Bank PCards	\$197.13	5610-71130-402260	BIG SKY LINEN & UNIFOR - PCard
02/10/2014	18	U.S. Bank PCards	\$108.00	2600-55120-402260	BIG SKY LINEN & UNIFOR - PCard
02/10/2014	18	U.S. Bank PCards	\$854.80	2110-31320-402260	BIG SKY LINEN & UNIFOR - PCard
02/10/2014	18	U.S. Bank PCards	\$7.15	0100-51120-403660	BIG SKY LINEN & UNIFOR - PCard
02/10/2014	18	U.S. Bank PCards	\$324.21	6010-15530-402260	BIG SKY LINEN & UNIFOR - PCard
02/10/2014	18	U.S. Bank PCards	\$685.70	6500-15670-403690	BIG SKY LINEN & UNIFOR - PCard
02/10/2014	18	U.S. Bank PCards	\$314.90	6500-15660-402450	BIG SKY LINEN & UNIFOR - PCard
02/10/2014	18	U.S. Bank PCards	\$21.50	1500-21120-402450	BIG SKY LINEN & UNIFOR - PCard
02/10/2014	18	U.S. Bank PCards	\$199.95	1500-21120-402261	BILLINGS ARMY NAVY SURPLU - PCard
02/10/2014	18	U.S. Bank PCards	\$169.95	1500-21120-402261	BILLINGS ARMY NAVY SURPLU - PCard
02/10/2014	18	U.S. Bank PCards	\$89.90	1500-21120-402260	BILLINGS ARMY NAVY SURPLU - PCard
02/10/2014	18	U.S. Bank PCards	\$360.00	5120-84000-402410	BILLINGS CONSTRUCTION - PCard
02/10/2014	18	U.S. Bank PCards	\$114.75	5410-31230-405333	BILLINGS CONSTRUCTION - PCard
02/10/2014	18	U.S. Bank PCards	\$52.00	5610-71150-402290	BILLINGS CONSTRUCTION - PCard
02/10/2014	18	U.S. Bank PCards	-\$52.00	5610-71150-402290	BILLINGS CONSTRUCTION - PCard
02/10/2014	18	U.S. Bank PCards	-\$11.96	0100-51420-402290	BLOEDORN LUMBER BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$67.96	0100-51420-402290	BLOEDORN LUMBER BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$16.84	0100-51420-402290	BLOEDORN LUMBER BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$73.08	2110-31320-404310	BLOEDORN LUMBER BILLINGS - PCard
02/10/2014	18	U.S. Bank PCards	\$100.00	5410-31230-403660	BILLINGS OVERHEAD DOOR - PCard
02/10/2014	18	U.S. Bank PCards	\$1,642.00	6500-15660-402450	BILLINGS OVERHEAD DOOR - PCard
02/10/2014	18	U.S. Bank PCards	\$280.00	1500-21150-402285	COR ENTERPRISES - PCard
02/10/2014	18	U.S. Bank PCards	-\$10.25	5020-74000-402360	BORDER STATES ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$285.00	5120-84300-402360	BORDER STATES ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$348.60	5120-84300-402360	BORDER STATES ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$66.56	5020-74000-402360	BORDER STATES ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$291.41	5020-74000-402360	BORDER STATES ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$11.20	5020-74000-402410	BORDER STATES ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$11.21	5120-84300-402410	BORDER STATES ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$474.54	5020-74000-402360	BORDER STATES ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$443.29	5020-74000-402360	BORDER STATES ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$145.80	5120-85000-402360	BORDER STATES ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$174.88	5020-74000-402360	BORDER STATES ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$172.19	5020-74000-402360	BORDER STATES ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$10.25	5020-74000-402360	BORDER STATES ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$451.00	5120-84300-402360	BORDER STATES ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$792.18	5120-84300-402360	BORDER STATES ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$43.72	5020-74000-402360	BORDER STATES ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$338.09	0100-51120-402290	BORDER STATES ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$115.00	8720-51980-403650	BORDER STATES ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$51.60	8720-51980-403650	BORDER STATES ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$10.17	2110-31320-403660	BORDER STATES ELECTRIC - PCard
02/10/2014	18	U.S. Bank PCards	\$105.00	6500-15670-402240	BRUCO INC - PCard
02/10/2014	18	U.S. Bank PCards	\$118.77	6500-15660-402240	BRUCO INC - PCard
02/10/2014	18	U.S. Bank PCards	\$145.98	6500-15660-402240	BRUCO INC - PCard
02/10/2014	18	U.S. Bank PCards	\$48.64	6500-15670-402240	BRUCO INC - PCard
02/10/2014	18	U.S. Bank PCards	\$34.63	6500-15660-402240	BRUCO INC - PCard
02/10/2014	18	U.S. Bank PCards	\$162.24	5610-71120-402240	BRUCO INC - PCard
02/10/2014	18	U.S. Bank PCards	-\$58.80	6500-15670-402240	BRUCO INC - PCard
02/10/2014	18	U.S. Bank PCards	\$100.00	1500-21110-403170	CITY TOWING - PCard
02/10/2014	18	U.S. Bank PCards	\$41.10	5610-71130-402320	ARCHIE COCHRANE MOTORS - PCard
02/10/2014	18	U.S. Bank PCards	\$532.00	1500-21120-402260	CREATIVE MONOGRAMS SMB - PCard
02/10/2014	18	U.S. Bank PCards	\$1,447.00	1500-21500-402120	CREATIVE MONOGRAMS SMB - PCard
02/10/2014	18	U.S. Bank PCards	\$59.68	5020-74000-402360	CRESCENT ELECTRIC 054 - PCard
02/10/2014	18	U.S. Bank PCards	\$111.92	5020-74000-402360	CRESCENT ELECTRIC 054 - PCard
02/10/2014	18	U.S. Bank PCards	\$1,854.44	5020-74000-402310	CROSS PETROLEUM- BILLI - PCard
02/10/2014	18	U.S. Bank PCards	\$256.00	6300-17530-407310	DALE AND JAX DOOR AND - PCard
02/10/2014	18	U.S. Bank PCards	\$9.00	6500-15650-402310	DONS AUTO CAR WASH 3 - PCard
02/10/2014	18	U.S. Bank PCards	\$356.00	1500-21110-401170	DOWNTOWN BILLINGS ASSOC - PCard
02/10/2014	18	U.S. Bank PCards	\$52.00	1500-21110-401170	DOWNTOWN BILLINGS ASSOC - PCard
02/10/2014	18	U.S. Bank PCards	\$240.89	2600-55130-402190	ECONO PRINT - PCard
02/10/2014	18	U.S. Bank PCards	\$94.79	6700-31410-403210	ECONO PRINT - PCard
02/10/2014	772672	A & I Distributors	\$656.70	5410-31220-402310	330 gal blue def tote
02/10/2014	772672	A & I Distributors	\$494.45	5410-31230-402310	55 gallon purus for landfill
02/10/2014	772672	A & I Distributors	\$1,343.69	6010-00000-141000	2421848 PO NUM 294373
02/10/2014	772672	A & I Distributors	\$109.46	6010-00000-141000	2421848 PO NUM 294373
02/10/2014	772672	A & I Distributors	\$109.45	2110-31320-402320	2421848
02/10/2014	772672	A & I Distributors	\$461.55	5410-31230-402310	55 gallon of purus dt 30 w
02/10/2014	772672	A & I Distributors	\$4,063.07	6010-00000-141000	2426245 PO NUM 294373
02/10/2014	772672	A & I Distributors	\$60.00	6010-00000-141000	2426245 PO NUM 294373
02/10/2014	772672	A & I Distributors	\$36.48	1500-21120-402320	2426245

Check Date	Check	Name	Amount	Account	Item Desc
02/10/2014	772672	A & I Distributors	\$36.48	2110-31320-402320	2426245
02/10/2014	772672	A & I Distributors	\$36.97	5410-31220-402320	2426245
02/10/2014	772672	A & I Distributors	\$2,455.75	6010-00000-141714	2424073 PO NUM 294373
02/10/2014	772672	A & I Distributors	\$2,279.25	6010-00000-141000	2430012 PO NUM 294373
02/10/2014	772672	A & I Distributors	\$2,098.56	6010-00000-141714	2431616 PO NUM 294373
02/10/2014	772672	A & I Distributors	\$50.00	5710-71440-402320	145404
02/10/2014	772672	A & I Distributors	\$558.68	5710-71440-402320	2431616
02/10/2014	772679	American Title & Escrow	\$25,100.00	2990-65550-407275	REHAB-EST ESCROW-SPOMER-11 MINERS #2
02/10/2014	772680	American Title & Escrow	\$25,100.00	2990-65550-407275	REHAB-EST ESCROW-HADEN 2203 POLY DR
02/10/2014	772681	American Title & Escrow	\$25,100.00	2990-65550-407275	REHAB-EST ESCROW-YELLE 727 COOK AVE
02/10/2014	772682	American Title & Escrow	\$10,100.00	2980-65560-407275	MHR-EST ESCROW- MURPHY 34 PRINCE OF WALES
02/10/2014	772683	American Title & Escrow	\$71,000.00	2990-66980-407275	NSP/FORECLOSURE/ACQUISITION/REHAB-ESTABLISH REHAB DRAW ACCOUNT - 2101 10TH AVE NORTH
02/10/2014	772684	American Title & Escrow	\$25,100.00	2990-65550-407275	REHAB-ESTABLISH ESCROW-TRETIN 407 SOUTH 37TH ST
02/10/2014	772685	American Title & Escrow	\$7,400.00	2980-65560-407275	MHR-ESTABLISH ESCROW-WEIBEL-16WOODGRAIN
02/10/2014	772696	Billings Gazette	\$875.00	0100-14110-403310	Finance- 102-60001620
02/10/2014	772696	Billings Gazette	\$299.60	0100-51400-403310	Finance- 102-60001620
02/10/2014	772696	Billings Gazette	\$445.00	5410-31210-403365	Finance- 102-60001620
02/10/2014	772696	Billings Gazette	\$435.62	0100-12200-403210	Human Resources 102-60010385
02/10/2014	772696	Billings Gazette	\$2,282.41	0100-17500-403370	Human Resources 102-60010385
02/10/2014	772696	Billings Gazette	\$228.61	5610-71100-403210	Human Resources 102-60010385
02/10/2014	772699	Border States Electric	\$71.42	5020-74000-402360	Filter console ups
02/10/2014	772699	Border States Electric	\$389.20	2110-00000-141318	STREET LIGHTS PO NUM 294375
02/10/2014	772699	Border States Electric	\$459.02	5020-74000-402360	Data/T-Comm rack reorg
02/10/2014	772699	Border States Electric	\$256.05	5120-84300-402360	Light fixture
02/10/2014	772699	Border States Electric	\$2,092.69	5120-84300-402360	Panelview w/2 modules
02/10/2014	772699	Border States Electric	\$515.03	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 294558
02/10/2014	772699	Border States Electric	\$651.72	5020-00000-141000	ELECTRICAL FOR WTP & WWTP PO NUM 294559
02/10/2014	772699	Border States Electric	\$651.72	5020-00000-141000	ELECTRICAL FOR WTP & WWTP PO NUM 294467
02/10/2014	772699	Border States Electric	\$4,660.00	2110-00000-141318	STREET LIGHTS PO NUM 293913
02/10/2014	772699	Border States Electric	\$47.50	2110-00000-141318	STREET LIGHTS PO NUM 294375
02/10/2014	772701	Brenntag Pacific Inc	\$5,987.50	2110-31320-404720	hicothaw liquid deicer for streets
02/10/2014	772701	Brenntag Pacific Inc	\$3,668.78	2110-31320-404721	Ice slicer for melting snow on streets
02/10/2014	772701	Brenntag Pacific Inc	\$3,696.38	2110-31320-404721	ice slicer used on streets to melt snow
02/10/2014	772701	Brenntag Pacific Inc	\$3,536.30	2110-31320-404721	ice slicer used to melt snow on streets
02/10/2014	772701	Brenntag Pacific Inc	\$3,990.32	2110-31320-404721	ice slicer used for melting snow on streets
02/10/2014	772701	Brenntag Pacific Inc	\$3,988.94	2110-31320-404721	ice slicer used to melt snow on streets
02/10/2014	772701	Brenntag Pacific Inc	\$4,397.42	2110-31320-404721	ice slicer used to melt snow on streets
02/10/2014	772702	Bright & Beautiful	\$5,000.00	5410-31210-407390	Bright and Beautiful funding
02/10/2014	772702	Bright & Beautiful	\$5,000.00	8020-31810-407390	Bright and Beautiful funding
02/10/2014	772704	Business Tax Section	\$365.82	8730-51990-409370	Business tax for the 9 restroom project-Fisher construction. Final payment.
02/10/2014	772704	Business Tax Section	\$66.50	8730-51990-409370	Business tax for change order #1 on Fisher construction- restroom project. Increase (final payment)
02/10/2014	772704	Business Tax Section	\$165.80	8730-00000-201100	Business tax retainage release on restroom project.
02/10/2014	772704	Business Tax Section	\$11,029.03	2030-15130-409224	Business Tax portion of Sletten contract for Empire Garage construction.
02/10/2014	772704	Business Tax Section	\$588.14	8400-31840-409310	WO 13-08 58th and Grand Storm Drain
02/10/2014	772704	Business Tax Section	\$513.57	8400-31840-409310	WO 13-08 58th and Grand Strom Drain; CO#1 11/18/13
02/10/2014	772704	Business Tax Section	\$368.85	4160-74930-409340	WO 09-19 Zone 3 East Fox Reservoir Expansion
02/10/2014	772704	Business Tax Section	\$0.00	4160-74930-409340	WO 09-19 Zone 3 Fox Reservoir Expansion: CO#2 03/28/13; CO#3 04/24/13
02/10/2014	772704	Business Tax Section	\$0.00	4160-74930-409340	WO 09-19 Zone 3 Fox Reservoir Expansion; CO#4 06/11/13
02/10/2014	772704	Business Tax Section	\$0.00	4160-74930-409340	WO 09-19 Zone 3 Fox Reservoir Expansion; CO#5 10/16/13
02/10/2014	772704	Business Tax Section	\$21.58	4160-74930-409340	WO 09-19 Zone 3 Fox Reservoir Expansion; CO#6 11/21/13
02/10/2014	772708	Chicago Title of Montana LLC	\$15,000.00	2820-65810-407277	FTHB Doug Dewitz 611 Presidents Place #611
02/10/2014	772712	DataProse LLC	\$5,943.71	5020-73110-403110	Monthly bill processing & mailing
02/10/2014	772712	DataProse LLC	\$1,971.93	5020-73110-403111	Monthly bill processing & mailing
02/10/2014	772712	DataProse LLC	\$3,962.48	5120-83110-403110	Monthly bill processing & mailing
02/10/2014	772712	DataProse LLC	\$1,314.62	5120-83110-403111	Monthly bill processing & mailing
02/10/2014	772714	Dell Computer L P	\$863.26	5020-73110-402925	TRP Replacements - Weagel, Holmes, JR Fox
02/10/2014	772714	Dell Computer L P	\$1,438.76	5020-73120-402925	TRP Replacements - Weagel, Holmes, JR Fox
02/10/2014	772714	Dell Computer L P	\$863.26	5020-75000-402925	TRP Replacements - Weagel, Holmes, JR Fox
02/10/2014	772714	Dell Computer L P	\$575.50	5120-83110-402925	TRP Replacements - Weagel, Holmes, JR Fox
02/10/2014	772714	Dell Computer L P	\$575.50	5120-85000-402925	TRP Replacements - Weagel, Holmes, JR Fox
02/10/2014	772714	Dell Computer L P	\$828.28	5020-73110-402925	TRP Replacement - Rogeness
02/10/2014	772714	Dell Computer L P	\$552.19	5120-83110-402925	TRP Replacement - Rogeness
02/10/2014	772715	Dept Of Natural Resources	\$20,000.00	5610-71100-405320	Invoice #SULS1400368. State land Lease
02/10/2014	772718	Dowl Hkm	\$960.00	8400-31840-403590	WO 13-18 Precipitation Update/Stormwater Research
02/10/2014	772718	Dowl Hkm	\$863.00	5030-75910-409340	WO 13-01 2013 Sanitary Sewer & Water Replacement
02/10/2014	772718	Dowl Hkm	\$3,452.00	5130-85910-409340	WO 13-01 2013 Sanitary Sewer & Water Replacement
02/10/2014	772720	Downtown Billings BID, Inc.	\$25,000.00	2030-15130-403547	2014-14 - FY14 Annual Safe Zone
02/10/2014	772722	Dxp/Strategic Supply Inc	\$4,378.05	2200-22330-402410	059-B110-100 MINI RAE 3000 KIT W/CAL GAS & REGULATOR. STATE HAZMAT EQUIPMENT
02/10/2014	772723	Ebms	\$1,645.00	6270-17520-403511	February 2014 Fees

Check Date	Check	Name	Amount	Account	Item Desc
02/10/2014	772723	Ebms	\$23,123.36	6270-17520-403512	February 2014 Fees
02/10/2014	772723	Ebms	\$43,347.44	6270-17520-403515	February 2014 Fees
02/10/2014	772723	Ebms	\$570.50	6270-17520-403517	February 2014 Fees
02/10/2014	772723	Ebms	\$3,356.50	6270-17520-405161	February 2014 Fees
02/10/2014	772729	Fisher Construction, Inc	\$36,216.28	8730-51990-409370	Construction-neighborhood park development per the drawings and specifications for the restroom project. Final Payment
02/10/2014	772729	Fisher Construction, Inc	\$6,583.40	8730-51990-409370	Change order #1. Original change order amount \$6650. Took out 1% for tax. Final payment minus retainage.
02/10/2014	772729	Fisher Construction, Inc	\$16,413.74	8730-00000-201100	Partial retainage release.
02/10/2014	772734	HDR, Inc.	\$15,911.03	5020-72110-403540	DRINKING WATER SOURCE STU DY
02/10/2014	772737	Iaff	\$4,444.20	9000-00000-209920	Payroll Summary
02/10/2014	772738	Ingram Library Services Inc.	\$16.51	2600-55190-403226	Invoice 76066785
02/10/2014	772738	Ingram Library Services Inc.	\$9.57	2600-55190-403226	Invoice 76066786
02/10/2014	772738	Ingram Library Services Inc.	\$47.98	2600-55190-403227	Invoice 76066787
02/10/2014	772738	Ingram Library Services Inc.	\$46.17	2600-55190-403227	Invoice 76066788
02/10/2014	772738	Ingram Library Services Inc.	\$21.99	2600-55190-403222	Invoice 76102813
02/10/2014	772738	Ingram Library Services Inc.	\$620.00	2600-55190-403226	Invoice 76102813
02/10/2014	772738	Ingram Library Services Inc.	\$397.95	2600-55190-403227	Invoice 76102813
02/10/2014	772738	Ingram Library Services Inc.	\$150.79	2600-55190-403241	Invoice 76102813
02/10/2014	772738	Ingram Library Services Inc.	\$150.66	2600-55190-403255	Invoice 76102813
02/10/2014	772738	Ingram Library Services Inc.	\$20.99	2600-55190-403227	Invoice 76102814
02/10/2014	772738	Ingram Library Services Inc.	\$21.99	2600-55190-403242	Invoice 76251614
02/10/2014	772738	Ingram Library Services Inc.	\$44.98	2600-55190-403227	Invoice 76251615
02/10/2014	772738	Ingram Library Services Inc.	\$10.61	2600-55190-403255	Invoice 76251615
02/10/2014	772738	Ingram Library Services Inc.	\$42.57	2600-55190-403227	Invoice 76251616
02/10/2014	772738	Ingram Library Services Inc.	\$15.34	2600-55190-403226	Invoice 76251617
02/10/2014	772738	Ingram Library Services Inc.	\$33.33	2600-55190-403226	Invoice 76251618
02/10/2014	772738	Ingram Library Services Inc.	\$2.39	2600-55190-403241	Invoice 76251619
02/10/2014	772738	Ingram Library Services Inc.	\$14.74	2600-55190-403226	Invoice 76251620
02/10/2014	772738	Ingram Library Services Inc.	\$15.34	2600-55190-403226	Invoice 76251621
02/10/2014	772738	Ingram Library Services Inc.	\$9.00	2600-55190-403226	Invoice 76251622
02/10/2014	772738	Ingram Library Services Inc.	\$30.31	2600-55190-403227	Invoice 76251622
02/10/2014	772738	Ingram Library Services Inc.	\$15.90	2600-55190-403226	Invoice 76251323
02/10/2014	772738	Ingram Library Services Inc.	\$29.06	2600-55190-403241	Invoice 76251624
02/10/2014	772738	Ingram Library Services Inc.	\$10.02	2600-55190-403333	Invoice 76251624
02/10/2014	772738	Ingram Library Services Inc.	\$8.99	2600-55190-403226	Invoice 76251625
02/10/2014	772738	Ingram Library Services Inc.	\$15.34	2600-55190-403226	Invoice 76452800
02/10/2014	772738	Ingram Library Services Inc.	\$90.87	2600-55190-403242	Invoice 76452801
02/10/2014	772738	Ingram Library Services Inc.	\$20.12	2600-55190-403226	Invoice 76452802
02/10/2014	772738	Ingram Library Services Inc.	\$26.71	2600-55190-403227	Invoice 76452802
02/10/2014	772738	Ingram Library Services Inc.	\$16.49	2600-55190-403226	Invoice 76452803
02/10/2014	772738	Ingram Library Services Inc.	\$7.79	2600-55190-403226	Invoice 76452804
02/10/2014	772738	Ingram Library Services Inc.	\$59.90	2600-55110-407930	Invoice 76452805
02/10/2014	772738	Ingram Library Services Inc.	\$8.99	2600-55190-403241	Invoice 76500020
02/10/2014	772738	Ingram Library Services Inc.	\$11.98	2600-55190-403226	Invoice 76500021
02/10/2014	772738	Ingram Library Services Inc.	\$9.60	2600-55190-403227	Invoice 76500021
02/10/2014	772738	Ingram Library Services Inc.	\$76.91	2600-55190-403222	Invoice 76500022
02/10/2014	772738	Ingram Library Services Inc.	\$331.77	2600-55190-403226	Invoice 76500022
02/10/2014	772738	Ingram Library Services Inc.	\$1,237.67	2600-55190-403227	Invoice 76500022
02/10/2014	772738	Ingram Library Services Inc.	\$413.75	2600-55190-403333	Invoice 76500022
02/10/2014	772738	Ingram Library Services Inc.	\$15.90	2600-55190-403226	Invoice 76500023
02/10/2014	772738	Ingram Library Services Inc.	\$10.17	2600-55190-403227	Invoice 76577666
02/10/2014	772738	Ingram Library Services Inc.	\$67.47	2600-55190-403241	Invoice 76577667
02/10/2014	772738	Ingram Library Services Inc.	\$122.60	2600-55190-403242	Invoice 76577667
02/10/2014	772738	Ingram Library Services Inc.	\$13.72	2600-55190-403222	Invoice 76577668
02/10/2014	772738	Ingram Library Services Inc.	\$84.67	2600-55190-403226	Invoice 76577668
02/10/2014	772738	Ingram Library Services Inc.	\$265.33	2600-55190-403227	Invoice 76577668
02/10/2014	772738	Ingram Library Services Inc.	\$58.40	2600-55190-403241	Invoice 76577668
02/10/2014	772738	Ingram Library Services Inc.	\$19.62	2600-55190-403255	Invoice 76577668
02/10/2014	772738	Ingram Library Services Inc.	\$25.00	2600-55190-403241	Invoice 876577669
02/10/2014	772738	Ingram Library Services Inc.	\$20.04	2600-55190-403333	Invoice 876577669
02/10/2014	772738	Ingram Library Services Inc.	\$16.48	2600-55190-403242	Invoice 76577670
02/10/2014	772738	Ingram Library Services Inc.	\$8.97	2600-55190-403227	Invoice 76577671
02/10/2014	772738	Ingram Library Services Inc.	\$11.99	2600-55190-403227	Invoice 76623746
02/10/2014	772738	Ingram Library Services Inc.	\$65.35	2600-55190-403226	Invoice 76623747
02/10/2014	772738	Ingram Library Services Inc.	\$15.90	2600-55190-403226	Invoice 76623748
02/10/2014	772738	Ingram Library Services Inc.	\$9.60	2600-55190-403227	Invoice 76623748
02/10/2014	772738	Ingram Library Services Inc.	\$214.32	2600-55190-403333	Invoice 76623749
02/10/2014	772738	Ingram Library Services Inc.	\$7.66	2600-55190-403241	Invoice 76623750
02/10/2014	772738	Ingram Library Services Inc.	\$27.50	2600-55190-403222	Invoice 76722606
02/10/2014	772738	Ingram Library Services Inc.	\$13.19	2600-55190-403227	Invoice 76722606
02/10/2014	772738	Ingram Library Services Inc.	\$15.33	2600-55190-403241	Invoice 76722607
02/10/2014	772738	Ingram Library Services Inc.	\$52.25	2600-55190-403242	Invoice 76722607
02/10/2014	772738	Ingram Library Services Inc.	\$36.63	2600-55190-403226	Invoice 76722608
02/10/2014	772738	Ingram Library Services Inc.	\$10.02	2600-55190-403255	Invoice 76722608

Check Date	Check	Name	Amount	Account	Item Desc
02/10/2014	772738	Ingram Library Services Inc.	\$31.19	2600-55190-403382	Invoice 76722609
02/10/2014	772738	Ingram Library Services Inc.	\$15.33	2600-55190-403226	Invoice 76722610
02/10/2014	772738	Ingram Library Services Inc.	\$53.94	2600-55190-403227	Invoice 76722610
02/10/2014	772738	Ingram Library Services Inc.	\$13.01	2600-55190-403333	Invoice 76722611
02/10/2014	772738	Ingram Library Services Inc.	\$14.16	2600-55190-403226	Invoice 76722612
02/10/2014	772738	Ingram Library Services Inc.	\$14.75	2600-55190-403226	Invoice 76722613
02/10/2014	772738	Ingram Library Services Inc.	\$30.30	2600-55190-403226	Invoice 76722614
02/10/2014	772738	Ingram Library Services Inc.	\$9.59	2600-55190-403227	Invoice 76722615
02/10/2014	772738	Ingram Library Services Inc.	\$7.06	2600-55190-403333	Invoice 76722615
02/10/2014	772738	Ingram Library Services Inc.	\$30.19	2600-55190-403222	Invoice 76722616
02/10/2014	772738	Ingram Library Services Inc.	\$1,274.78	2600-55190-403226	Invoice 76722616
02/10/2014	772738	Ingram Library Services Inc.	\$442.91	2600-55190-403227	Invoice 76722616
02/10/2014	772738	Ingram Library Services Inc.	\$111.26	2600-55190-403241	Invoice 76722616
02/10/2014	772738	Ingram Library Services Inc.	\$198.82	2600-55190-403255	Invoice 76722616
02/10/2014	772739	Integrated Information Solutions Inc.	\$4,925.00	6200-19110-405370	1 year Hardware Maintenance Server 8203-E4A SN/41EEE
02/10/2014	772741	John's Home & Yard Service	\$2,140.00	5210-15240-403990	December 2013. Snow removal for city parking garages and lots.
02/10/2014	772741	John's Home & Yard Service	\$595.00	5210-15910-403990	December 2013. Snow removal for city parking garages and lots.
02/10/2014	772741	John's Home & Yard Service	\$1,200.00	5210-15920-403990	December 2013. Snow removal for city parking garages and lots.
02/10/2014	772741	John's Home & Yard Service	\$770.00	5210-15930-403990	December 2013. Snow removal for city parking garages and lots.
02/10/2014	772746	Knife River (JTL Group Inc.)	\$6,705.63	2110-31320-404520	winter traction material
02/10/2014	772746	Knife River (JTL Group Inc.)	\$3,272.18	2110-31320-404520	winter traction material
02/10/2014	772746	Knife River (JTL Group Inc.)	\$2,500.00	2110-31320-403660	dumping snow on knife river property
02/10/2014	772750	Labor Ready Northwest, Inc.	\$4,848.80	5410-31230-403581	contract workers at landfill
02/10/2014	772757	Matteucci Law Firm PLLC	\$4,020.00	4160-74930-409120	WO 08-25 Zone 3 Reservoir - Eaton Land Dev. Arbitration
02/10/2014	772763	Mes-Nw	\$1,146.00	1500-22290-402290	DIAPHRAGM/VALVE ASSY, EZ FLO
02/10/2014	772763	Mes-Nw	\$360.00	1500-22290-402290	NOSE CUP AV-3000 MEDIUM, GREY
02/10/2014	772763	Mes-Nw	\$360.00	1500-22290-402290	NOSE CUP AV-3000, SMALL GREY
02/10/2014	772763	Mes-Nw	\$1,520.00	1500-22290-402290	HEADNET ASSY, KEVLAR STD & LARGE
02/10/2014	772763	Mes-Nw	\$130.00	1500-22290-402290	CABLE ASSY, PRESSURE REDUCER
02/10/2014	772763	Mes-Nw	\$84.00	1500-22290-402290	COVER, ELECTRONICS ENCLOSURE
02/10/2014	772763	Mes-Nw	\$13.00	1500-22290-402290	ELECTRONIC ENCLOSURE GASKET
02/10/2014	772763	Mes-Nw	\$56.00	1500-22290-402290	BOOT, QUICK CHARGE MALE CPLG
02/10/2014	772763	Mes-Nw	\$18.00	1500-22290-402290	VISOR, DISPLAY
02/10/2014	772763	Mes-Nw	\$186.00	1500-22290-402290	COVER, ASSY, REG MANUAL SHUT OFF
02/10/2014	772763	Mes-Nw	\$55.00	1500-22290-402290	GASKET
02/10/2014	772763	Mes-Nw	\$30.00	1500-22290-402290	LEVER, DIAPHRAGM
02/10/2014	772763	Mes-Nw	\$105.00	1500-22290-402290	BOTTLE SWITCH
02/10/2014	772763	Mes-Nw	\$20.00	1500-22290-402290	INLET SWITCH INSULATOR
02/10/2014	772763	Mes-Nw	\$20.00	1500-22290-402290	SEAL, SWITCH CONTACTS
02/10/2014	772763	Mes-Nw	\$100.00	1500-22290-402290	ESTIMATED FREIGHT
02/10/2014	772763	Mes-Nw	-\$100.00	1500-22290-402290	Freight charges waived
02/10/2014	772766	Midwest Tape	\$51.97	2600-55190-403336	Invoice 91533096
02/10/2014	772766	Midwest Tape	\$499.78	2600-55190-403225	Invoice 91533097
02/10/2014	772766	Midwest Tape	\$35.98	2600-55190-403243	Invoice 91533098
02/10/2014	772766	Midwest Tape	\$25.38	2600-55190-403334	Invoice 91533099
02/10/2014	772766	Midwest Tape	\$256.26	2600-55190-403336	Invoice 91533099
02/10/2014	772766	Midwest Tape	\$239.44	2600-55190-403222	Invoice 91533251
02/10/2014	772766	Midwest Tape	\$769.30	2600-55190-403225	Invoice 91533251
02/10/2014	772766	Midwest Tape	\$72.77	2600-55190-403225	Invoice 91533252
02/10/2014	772766	Midwest Tape	\$149.71	2600-55190-403336	Invoice 91533252
02/10/2014	772766	Midwest Tape	\$61.36	2600-55190-403222	Invoice 91533253
02/10/2014	772766	Midwest Tape	\$391.03	2600-55190-403225	Invoice 91533253
02/10/2014	772766	Midwest Tape	\$193.70	2600-55190-403243	Invoice 91549620
02/10/2014	772766	Midwest Tape	\$18.99	2600-55190-403244	Invoice 91549620
02/10/2014	772766	Midwest Tape	\$71.94	2600-55190-403336	Invoice 91548457
02/10/2014	772766	Midwest Tape	\$67.96	2600-55190-403225	Invoice 91548459
02/10/2014	772769	Montana CSED	\$3,466.54	9000-00000-209926	Payroll Summary
02/10/2014	772770	Montana Dakota Utilities Co	\$494.66	0100-51410-403440	0378901000 0
02/10/2014	772770	Montana Dakota Utilities Co	\$94.94	0100-51120-403440	3711011000 6
02/10/2014	772770	Montana Dakota Utilities Co	\$67.65	5120-85000-403440	4707501000 0
02/10/2014	772770	Montana Dakota Utilities Co	\$66.40	5020-74000-403440	5270331000 4
02/10/2014	772770	Montana Dakota Utilities Co	\$13.05	5120-85000-403440	5592501000 5
02/10/2014	772770	Montana Dakota Utilities Co	\$1,210.40	5410-31230-403440	7703901000 2
02/10/2014	772770	Montana Dakota Utilities Co	\$27.85	5020-74000-403440	8004901000 4
02/10/2014	772770	Montana Dakota Utilities Co	\$520.85	5020-74000-403440	8251501000 5
02/10/2014	772770	Montana Dakota Utilities Co	\$109.28	5020-74000-403440	8320011000 1
02/10/2014	772770	Montana Dakota Utilities Co	\$29.81	5120-85000-403440	8685631000 7
02/10/2014	772770	Montana Dakota Utilities Co	\$147.22	0100-51410-403440	9278901000 3
02/10/2014	772770	Montana Dakota Utilities Co	\$289.95	1500-22210-403440	9586501000 3
02/10/2014	772772	Montana Dept Of Transportation	\$67,100.00	8450-31860-409310	WO1406 Zimmerman Trail
02/10/2014	772775	Montana Rail Link Inc	\$4,434.56	2030-15130-403547	MRL 2013481 - 2014 Quiet Zone crossing signal maintenance.

Check Date	Check	Name	Amount	Account	Item Desc
02/10/2014	772777	Montana State Fireman's Assoc	\$3,331.19	9000-00000-209924	Payroll Summary
02/10/2014	772778	Morrison Maierle Inc	\$17,426.41	5020-72110-403540	WO 12-16 IWPI Water Distribution System Study
02/10/2014	772778	Morrison Maierle Inc	\$19,325.39	5020-72110-403540	WO 12-16 IWPI Water Distribution System Study
02/10/2014	772779	Motion Industries Inc	\$13,250.00	2600-55180-409490	Order for conveyer belt for automatic sorter - per Quote 844310
02/10/2014	772781	Moulton Bellingham PC	\$1,237.50	0100-16110-403560	Inv. 106869, 12/31/2013, Misc. Employee Matters
02/10/2014	772781	Moulton Bellingham PC	\$1,085.20	0100-16110-403560	Inv. 106871, #18, Unit Determination
02/10/2014	772781	Moulton Bellingham PC	\$48,162.04	0100-16110-403560	Inv. 106870, #15, Watters et al.
02/10/2014	772785	Natgun Corporation	\$36,516.81	4160-74930-409340	WO 09-19 Zone 3 East Fox Reservoir Expansion
02/10/2014	772785	Natgun Corporation	\$0.00	4160-74930-409340	WO 09-19 Zone 3 East Fox Reservoir Expansion; CO#2 03/28/13; CO#3 04/24/13
02/10/2014	772785	Natgun Corporation	\$0.00	4160-74930-409340	WO 09-19 Zone 3 Fox Reservoir Expansion; CO#4 06/11/13
02/10/2014	772785	Natgun Corporation	\$0.00	4160-74930-409340	WO 09-19 Zone 3 Fox Reservoir Expansion; CO#5 10/16/13
02/10/2014	772785	Natgun Corporation	\$2,136.17	4160-74930-409340	WO 09-19 Zone 3 Fox Reservoir Expansion; Change order #6
02/10/2014	772790	NorthWestern Energy	\$334.87	5020-74000-403410	805 Constitution
02/10/2014	772790	NorthWestern Energy	\$1,391.85	0100-51270-403410	Monthly electrical charges.
02/10/2014	772790	NorthWestern Energy	\$6,140.09	6500-15670-403410	01005073
02/10/2014	772790	NorthWestern Energy	\$83.30	0100-51410-403410	07125396
02/10/2014	772790	NorthWestern Energy	\$10.63	5020-74000-403410	07222490
02/10/2014	772790	NorthWestern Energy	\$2,068.74	5020-74000-403410	07222706
02/10/2014	772790	NorthWestern Energy	\$62.34	5120-85000-403410	07233836
02/10/2014	772790	NorthWestern Energy	\$382.44	5120-85000-403410	07238785
02/10/2014	772790	NorthWestern Energy	\$7.40	0100-51120-403410	09208018
02/10/2014	772790	NorthWestern Energy	\$160.68	6070-22350-403410	10069151
02/10/2014	772790	NorthWestern Energy	\$16.98	0100-51120-403410	11412848
02/10/2014	772790	NorthWestern Energy	\$137.75	0100-51120-403410	11607801
02/10/2014	772790	NorthWestern Energy	\$22.92	0100-51410-403410	16352890
02/10/2014	772790	NorthWestern Energy	\$8.27	2110-31320-403410	20470001
02/10/2014	772790	NorthWestern Energy	\$8.81	2110-31320-403410	20470118
02/10/2014	772790	NorthWestern Energy	\$483.23	1500-22210-403410	FIRE6: 0100477-9 - ELECTRICAL SERVICE FY2014
02/10/2014	772790	NorthWestern Energy	\$28,422.41	5610-71120-403410	0100482-9. Airport Main Vault. February 2013
02/10/2014	772799	Public Works-Administration	\$5,777.80	5050-75150-403671	PWU Jan 2014 Engineering Permits - WSRP
02/10/2014	772799	Public Works-Administration	\$1,850.00	5020-75000-403680	PWU Jan 2014 Engineering Permits - Watermain Repair
02/10/2014	772800	Qwest Communications	\$31.09	5610-71100-403450	Qwest 406-245-1044 Airport Terminal Power M
02/10/2014	772800	Qwest Communications	\$47.01	5710-71470-403450	Qwest 406-245-1789 Transit STS
02/10/2014	772800	Qwest Communications	\$55.71	5410-31230-403450	Qwest 406-245-7193 Solid Waste Landfill
02/10/2014	772800	Qwest Communications	\$19.74	2600-55120-403450	Qwest 406-245-7337 Library Alarm CKT
02/10/2014	772800	Qwest Communications	\$97.11	5410-31230-403450	Qwest 406-245-9820 Solid Waste Landfil
02/10/2014	772800	Qwest Communications	\$31.09	2110-31320-403450	Qwest 406-245-9906 PW Traffic Signal 4th 27
02/10/2014	772800	Qwest Communications	\$45.71	5610-71100-403450	Qwest 406-248-3068 Airport Ind Park Gate 9
02/10/2014	772800	Qwest Communications	\$91.42	5610-71100-403450	Qwest 406-252-9412 Airport
02/10/2014	772800	Qwest Communications	\$47.01	5710-71410-403450	Qwest 406-254-7038 MET Transit
02/10/2014	772800	Qwest Communications	\$7,300.11	2250-22320-403450	Qwest 406-255-9700 E911
02/10/2014	772800	Qwest Communications	\$45.71	0100-51400-403450	Qwest 406-652-0269 Cemetery FAX Line
02/10/2014	772800	Qwest Communications	\$45.49	0100-51120-403450	Qwest 406-652-5507 Parks
02/10/2014	772800	Qwest Communications	\$34.36	0100-51210-403450	Qwest 406-652-8403 Stewart Park Batting Cages
02/10/2014	772800	Qwest Communications	\$45.71	1500-22250-403450	Qwest 406-655-0728 Fire Maintenance Shop
02/10/2014	772800	Qwest Communications	\$31.09	0100-51120-403450	Qwest 406-657-3014 Parks 3890 Stillwater
02/10/2014	772800	Qwest Communications	\$3,276.69	6060-19310-403450	Qwest 406-657-8377 Main System Centrex
02/10/2014	772800	Qwest Communications	\$67.11	6060-19310-403450	Qwest 406-248-9124 Met Measured Lines 406-248-9124 406-248-9179
02/10/2014	772800	Qwest Communications	\$64.11	6060-19310-403450	Qwest 406-248-3329 Airport Measured Lines 406-248-3329 406-248-9989
02/10/2014	772800	Qwest Communications	\$96.27	6060-19310-403450	Qwest 406-657-3009 PUD Measured Lines 406-657-3009 406-247-8579
02/10/2014	772800	Qwest Communications	\$31.26	1500-21110-403450	Qwest 406-245-6600 Crime Prevention Alarm
02/10/2014	772800	Qwest Communications	\$31.09	5210-15920-403450	Qwest 406-657-3054 Park 1 Elevator Phone
02/10/2014	772800	Qwest Communications	\$65.18	6060-19310-403450	Qwest BOC Measured Lines 406-252-3774 406-252-3789
02/10/2014	772800	Qwest Communications	\$126.40	2600-55120-403450	Qwest 406-245-1579 Library 6 lines (4) Library 2600-55120-403450 (2) Phone 6060-19310-403450
02/10/2014	772800	Qwest Communications	\$63.97	6060-19310-403450	Qwest 406-245-1579 Library 6 lines (4) Library 2600-55120-403450 (2) Phone 6060-19310-403450
02/10/2014	772805	Sletten Construction Company	\$1,091,874.38	2030-15130-409224	Construction of the new Empire Garage
02/10/2014	772806	Springline Construction INC	\$58,225.34	8400-31840-409310	WO 13-08 58th and Grand Storm Drain
02/10/2014	772806	Springline Construction INC	\$50,843.43	8400-31840-409310	WO 13-08 58th and Grand Storm Drain; CO# 1 11/18/13
02/10/2014	772811	Tetra Tech, Inc.	\$5,082.52	2030-15130-409224	Empire garage construction materials testing services
02/10/2014	772813	Tire-Rama	\$35.00	2110-31320-402320	1050227602
02/10/2014	772813	Tire-Rama	\$636.50	5410-31220-402390	our recaps and tire repairs
02/10/2014	772813	Tire-Rama	\$1,397.50	5410-31220-402390	our recaps and tire repairs
02/10/2014	772813	Tire-Rama	\$371.92	2110-31320-402320	1050227440
02/10/2014	772813	Tire-Rama	\$15.00	2110-31320-402320	1050227399
02/10/2014	772813	Tire-Rama	\$1,465.00	5410-31220-402390	our recaps from plant
02/10/2014	772813	Tire-Rama	\$1,531.00	5410-31220-402390	recaps and repairs
02/10/2014	772813	Tire-Rama	\$1,547.25	5410-31220-402390	our recaps from plant

Check Date	Check	Name	Amount	Account	Item Desc
02/10/2014	772813	Tire-Rama	\$1,488.00	5410-31220-402390	our recaps from plant
02/10/2014	772813	Tire-Rama	\$799.85	5410-31230-402390	repairs and new tires for trucks at landfill
02/10/2014	772813	Tire-Rama	\$1,831.50	5410-31220-402390	tire repairs
02/10/2014	772813	Tire-Rama	\$1,388.00	5410-31220-402390	our recaps from plant
02/10/2014	772813	Tire-Rama	\$1,344.75	5410-31220-402390	recaps from plant winter tread
02/10/2014	772813	Tire-Rama	\$1,020.00	5410-31220-402390	recaps from plant winter treads
02/10/2014	772813	Tire-Rama	\$1,331.75	5410-31220-402390	our recaps from plant
02/10/2014	772813	Tire-Rama	\$1,448.25	5410-31220-402390	our recaps from plant
02/10/2014	772813	Tire-Rama	\$1,465.50	5410-31220-402390	our recaps from plant
02/10/2014	772813	Tire-Rama	\$1,449.00	5410-31220-402390	our recaps from plant
02/10/2014	772816	Town & Country Supply Association	\$648.52	1500-22260-402310	114843: FIRE6/BLENDED DIESEL DELIVERED 1/31/2014
02/10/2014	772816	Town & Country Supply Association	\$474.30	1500-22260-402310	114844: FIRE1 UNLEADED DELIVERED 1/31/2014
02/10/2014	772816	Town & Country Supply Association	\$540.43	1500-22260-402310	114845: FIRE1 BLENDED DIESEL DELIVERED 1/31/2014
02/10/2014	772816	Town & Country Supply Association	\$845.61	1500-22260-402310	114846: FIRE3 BLENDED DIESEL DELIVERED 1/31/2014
02/10/2014	772816	Town & Country Supply Association	\$540.18	1500-22260-402310	114847: FIRE5 UNLEADED DELIVERED 1/31/2014
02/10/2014	772816	Town & Country Supply Association	\$1,373.33	1500-22260-402310	114848: FIRE5 BLENDED DIESEL DELIVERED 1/31/2014
02/10/2014	772816	Town & Country Supply Association	\$0.01	1500-22260-402310	DECIMAL PT CORRECTION/FUEL DELIVERED 1/31/2014
02/10/2014	772816	Town & Country Supply Association	\$12,729.34	6010-00000-141000	114835 PO NUM 294701
02/10/2014	772816	Town & Country Supply Association	\$22,667.27	6010-00000-141000	114269 PO NUM 294702
02/10/2014	772821	Tumbleweed Runaway Program Inc	\$10,000.00	2970-66802-407275	Tumbleweed request for reimbursement
02/10/2014	772826	Walker Parking Consultants	\$6,310.25	5210-15910-402450	Project #23-7446.00. City of Billings Parking Structure Condition Audit.Professional services through Dec 31, 2013.
02/10/2014	772826	Walker Parking Consultants	\$6,310.26	5210-15920-402450	Project #23-7446.00. City of Billings Parking Structure Condition Audit.Professional services through Dec 31, 2013.
02/10/2014	772826	Walker Parking Consultants	\$6,310.26	5210-15930-402450	Project #23-7446.00. City of Billings Parking Structure Condition Audit.Professional services through Dec 31, 2013.
02/10/2014	772830	Western Heritage Center	\$4,168.00	2600-55110-403590	MT Room Digitization Project
02/10/2014	772835	Yellowstone County GIS	\$7,000.00	6200-19130-403590	3rd Quarter MOU Agreement

**Regular City Council Meeting**

**Meeting Date:** 03/10/2014  
**TITLE:** Payment of Claims February 18, 2014  
**PRESENTED BY:** Patrick M. Weber, Finance Director  
**Department:** City Hall Administration

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**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$995,855.11 have been audited and are presented for City Council approval. A complete listing of the claims dated February 18, 2014 is available in the Finance Department.

**ALTERNATIVES ANALYZED**

No other alternatives were analyzed.

**FINANCIAL IMPACT**

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

**RECOMMENDATION**

Staff recommends that City Council approve the Payment of Claims.

**APPROVED BY CITY ADMINISTRATOR**

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Council Report 2-18

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Check Date	Check	Name	Amount	Account	Item Desc
02/18/2014	772842	A & E Architects, PC	\$4,500.00	5030-74910-409390	WO 12-42 WTP Laboratory Renovation
02/18/2014	772848	Alpine Plumbing, Heating & Cooling	\$2,520.00	5710-71430-402450	Replace water heater at the Metroplex
02/18/2014	772852	Arcus Corporation	\$5,542.12	5710-71430-402450	Replace pump in Parts Washer
02/18/2014	772853	Armcast Trane Service Co	\$2,530.42	5020-73140-402450	Boiler repair/upgrade
02/18/2014	772853	Armcast Trane Service Co	\$843.47	5120-83140-402450	Boiler repair/upgrade
02/18/2014	772856	Big Sky Linen & Uniform	\$364.16	5020-73120-402260	Uniforms
02/18/2014	772856	Big Sky Linen & Uniform	\$57.04	5020-73140-402260	Uniforms
02/18/2014	772856	Big Sky Linen & Uniform	\$893.10	5020-74000-402260	Uniforms
02/18/2014	772856	Big Sky Linen & Uniform	\$524.41	5020-75000-402260	Uniforms
02/18/2014	772856	Big Sky Linen & Uniform	\$17.55	5120-83140-402260	Uniforms
02/18/2014	772856	Big Sky Linen & Uniform	\$477.00	5120-84000-402260	Uniforms
02/18/2014	772856	Big Sky Linen & Uniform	\$241.10	5120-84300-402260	Uniforms
02/18/2014	772856	Big Sky Linen & Uniform	\$349.60	5120-85000-402260	Uniforms
02/18/2014	772864	Black Box Network Services	\$4,171.80	6060-19310-403582	Annual AVAYA Maintenance 12/20/13-12/19/14 SN # 10404216 SN 318831405
02/18/2014	772864	Black Box Network Services	\$2,773.00	6060-19310-403582	Annual AVAYA Maintenance 12/20/13-12/19/14 SN 270166590
02/18/2014	772864	Black Box Network Services	\$3,032.10	6060-19310-403582	Semi Annual Nortel Phone Maintenance 03/01/2014-08/31/2014
02/18/2014	772864	Black Box Network Services	\$16,597.79	6060-19310-403582	Semi Annual Nortel Phone Maintenance 03/01/2014-08-31/2014
02/18/2014	772867	Business Tax Section	\$914.06	8730-51990-409370	Payment 1 - Business tax on the playground fall protection for Good Earth Contract-PD1 Funding.
02/18/2014	772867	Business Tax Section	\$2,233.25	5030-74910-409390	WO 12-44 WTP High Service Pump Station H2-3
02/18/2014	772869	Cardinal Tracking Inc	\$6,112.80	5210-15220-403553	Software license agreement. Ticke Trak system annual software license and customer support renewal package. Handhelds warranty renewal. Cradle warranty renewal.
02/18/2014	772869	Cardinal Tracking Inc	\$2,555.00	5210-15220-403665	Software license agreement. Ticke Trak system annual software license and customer support renewal package. Handhelds warranty renewal. Cradle warranty renewal.
02/18/2014	772877	DataProse LLC	\$3,354.88	5020-73110-403110	Statement processing and mailing
02/18/2014	772877	DataProse LLC	\$1,078.21	5020-73110-403111	Statement processing and mailing
02/18/2014	772877	DataProse LLC	\$2,236.59	5120-83110-403110	Statement processing and mailing
02/18/2014	772877	DataProse LLC	\$718.80	5120-83110-403111	Statement processing and mailing
02/18/2014	772878	Dell Computer L P	\$8,330.10	2250-22320-402925	(5) Dell Precision T3610
02/18/2014	772878	Dell Computer L P	\$1,178.10	0100-51210-403665	Dell OptiPlex 3010
02/18/2014	772880	Dept Of Justice Dci	\$12,389.66	7180-21600-407865	Drug Forfeiture for Chavez case #13-45058 & 13- 32050.
02/18/2014	772882	Dowl Hkm	\$45,172.25	1990-15050-409340	WO 14-05 SBURD Sewer Phase I
02/18/2014	772898	Fisher Scientific Company Inc.	\$1,000.00	5030-74910-409480	Reverse Osmosis & Deion Unit
02/18/2014	772898	Fisher Scientific Company Inc.	\$1,772.00	5030-74910-409480	Reverse Osmosis & Deion Unit
02/18/2014	772902	Good Earth Works Co Inc The	\$90,491.69	8730-51990-409370	Payment #1 Playground Fall protection replacement for various playgrounds in city parks. Part of the PD1 funding.
02/18/2014	772904	Granite Peak Pump Service Inc	\$7,935.57	8730-51990-409370	Pump repairs for Rose pool pump.
02/18/2014	772905	Guardian Security Inc	\$6,765.85	2600-55120-403574	Invoice 996115
02/18/2014	772910	HDR, Inc.	\$2,964.99	4160-74930-409340	WO 09-19 Zone 3 East Fox Reservoir
02/18/2014	772910	HDR, Inc.	\$1,624.34	5030-74910-409390	WO 13-17 WTP Transformer Replacement T2-1 & T2-2
02/18/2014	772910	HDR, Inc.	\$8,403.66	5030-74910-409390	WO 12-43 WTP Backup Power Phase III
02/18/2014	772910	HDR, Inc.	\$562.05	5030-74910-409390	WO 12-44 WTP High Srvc Pump H2-3
02/18/2014	772910	HDR, Inc.	\$9,819.62	5030-74910-409390	WO 11-11 WTF Rapid Mixer
02/18/2014	772910	HDR, Inc.	\$440.92	5120-82110-403540	WO 12-13 IWPI Reuse and Reclamation Study
02/18/2014	772910	HDR, Inc.	\$240.50	5020-72110-403540	WO 12-13 IWPI Reuse and Reclamation Study
02/18/2014	772910	HDR, Inc.	\$120.25	8400-31840-403590	WO 12-13 IWPI Reuse and Reclamation Study
02/18/2014	772910	HDR, Inc.	\$19,434.36	5030-74910-409390	WO 12-45 3 MG Staples Reservoir Liner
02/18/2014	772910	HDR, Inc.	\$9,500.00	5030-74910-409390	WO 12-45 3 MG Staples Reservoir Liner; CO#1 12/13/13
02/18/2014	772910	HDR, Inc.	\$5,278.47	5030-74910-409390	WO 12-45 3 MG Staples Reservoir Liner; CO#2 1/13/14
02/18/2014	772910	HDR, Inc.	\$2,648.99	5020-74000-403540	WO 12-21 WTP Chemical Bldg/Disinfection Improvements
02/18/2014	772914	I-State Truck, Inc.	\$3,443.65	5410-31220-402320	C251149580.01
02/18/2014	772914	I-State Truck, Inc.	\$688.73	5410-31220-402320	C251149734.01
02/18/2014	772914	I-State Truck, Inc.	-\$226.55	5410-31220-402320	C251149921.01
02/18/2014	772914	I-State Truck, Inc.	-\$1,132.75	5410-31220-402320	C251149922.01
02/18/2014	772914	I-State Truck, Inc.	\$53.60	5410-31220-402320	C251149112.01
02/18/2014	772914	I-State Truck, Inc.	\$107.20	5410-31220-402320	C251149113.01
02/18/2014	772914	I-State Truck, Inc.	\$133.00	5410-31220-402320	C251149150.01
02/18/2014	772914	I-State Truck, Inc.	\$106.50	2110-31320-402320	C251149362.01
02/18/2014	772914	I-State Truck, Inc.	\$461.18	2110-31320-402320	C251149478.01
02/18/2014	772914	I-State Truck, Inc.	\$8.67	2110-31320-402320	C251149478.01
02/18/2014	772914	I-State Truck, Inc.	\$39.25	2110-31320-402320	C251149626.01
02/18/2014	772914	I-State Truck, Inc.	\$118.85	2110-31320-402320	C251149693.01
02/18/2014	772915	IBM Corporation	\$5,968.20	5030-73910-409480	IBM System x3630 M4 Server

Check Date	Check	Name	Amount	Account	Item Desc
02/18/2014	772915	IBM Corporation	\$3,978.80	5130-83910-409480	IBM System x3630 M4 Server
02/18/2014	772916	Integrated Information Solutions Inc.	\$1,556.00	6200-19110-405370	UPS Battery Replacement
02/18/2014	772916	Integrated Information Solutions Inc.	\$3,440.00	6200-19110-405370	Annual Server Hardware & Software Maintenance 8203-E4A S/N 2ed74
02/18/2014	772916	Integrated Information Solutions Inc.	\$4,440.00	6200-19110-405370	Support Alan Configurations, Load Windows Servers,NW Server Setup
02/18/2014	772919	Interstate Power Systems, Inc.	\$96.68	6010-00000-141714	C007029889.01 PO NUM 294718
02/18/2014	772919	Interstate Power Systems, Inc.	-\$138.34	5710-71440-402320	C007029887.01
02/18/2014	772919	Interstate Power Systems, Inc.	-\$17.28	5710-71440-402320	C007029887.01
02/18/2014	772919	Interstate Power Systems, Inc.	\$3,825.02	5710-71440-402320	AUTO &TRUCK MAINT.ITEMS
02/18/2014	772920	John's Home & Yard Service	\$1,000.00	5210-15240-403990	Invoice #'s 58346, 58470, 58589, 58787, 58817. Snow removal from City parking garages I, II, and III. Snow removal from City parking lots.
02/18/2014	772920	John's Home & Yard Service	\$425.00	5210-15910-403990	Invoice #'s 58346, 58470, 58589, 58787, 58817. Snow removal from City parking garages I, II, and III. Snow removal from City parking lots.
02/18/2014	772920	John's Home & Yard Service	\$750.00	5210-15920-403990	Invoice #'s 58346, 58470, 58589, 58787, 58817. Snow removal from City parking garages I, II, and III. Snow removal from City parking lots.
02/18/2014	772920	John's Home & Yard Service	\$550.00	5210-15930-403990	Invoice #'s 58346, 58470, 58589, 58787, 58817. Snow removal from City parking garages I, II, and III. Snow removal from City parking lots.
02/18/2014	772923	Kois Brothers Equipment Co	\$983.25	6010-00000-141000	99489 PO NUM 294378
02/18/2014	772923	Kois Brothers Equipment Co	\$620.58	2110-31320-402320	99399
02/18/2014	772923	Kois Brothers Equipment Co	\$50.35	2110-31320-402320	99399
02/18/2014	772923	Kois Brothers Equipment Co	\$212.00	5410-31220-402320	99201
02/18/2014	772923	Kois Brothers Equipment Co	\$13.35	5410-31220-402320	99201
02/18/2014	772923	Kois Brothers Equipment Co	\$928.00	5410-31220-402320	99404
02/18/2014	772925	Laurel Police Dept	\$12,389.66	7180-21600-407865	Drug Forfeiture for Chavez case #13-45058 & 13-32050.
02/18/2014	772928	Mahoney & Associates Consulting LLC	\$3,000.00	0100-15120-403590	FY13-Final - Final invoice for FY13 cost allocation consulting
02/18/2014	772932	Montana Dakota Utilities Co	\$161.96	5020-74000-403440	1626601000 4
02/18/2014	772932	Montana Dakota Utilities Co	\$1,388.53	2600-55120-403440	5797801000 7
02/18/2014	772932	Montana Dakota Utilities Co	\$395.32	1500-22210-403440	6728601000 3
02/18/2014	772932	Montana Dakota Utilities Co	\$203.63	0100-51220-403440	7037601000 8
02/18/2014	772932	Montana Dakota Utilities Co	\$1,033.69	1500-22210-403440	8193601000 8
02/18/2014	772932	Montana Dakota Utilities Co	\$22.40	0100-51260-403440	8796601000 8
02/18/2014	772932	Montana Dakota Utilities Co	\$358.36	0100-51220-403440	9023601000 6
02/18/2014	772932	Montana Dakota Utilities Co	\$110.14	2990-66980-407275	NSP-2101 10TH AVE NORTH-MDU-GAS-DEC
02/18/2014	772932	Montana Dakota Utilities Co	\$60.21	5120-85000-403440	2750 Bitterroot
02/18/2014	772935	Montana Municipal Interlocal Authority	\$50,752.31	6300-17530-407311	Deductible Recovery Invoice 2/5/2014 #114002
02/18/2014	772937	Montana Radiator Works	\$1,759.00	5710-71440-403690	AUTO &TRUCK MAINT.ITEMS
02/18/2014	772937	Montana Radiator Works	\$500.00	1500-22260-402320	41376
02/18/2014	772937	Montana Radiator Works	\$1,138.00	2110-31320-402320	41431
02/18/2014	772937	Montana Radiator Works	\$235.00	1500-22260-402320	41497
02/18/2014	772940	Morrison Maierle Inc	\$23,567.00	8400-31840-409310	WO 12-31 East End Industrial Storm Drain
02/18/2014	772940	Morrison Maierle Inc	\$8,777.12	2100-51510-409390	WO 11-10 25th Street Pedestrian Bridge Contract \$156,500.00 approved by CC 10/11/2011 Fund Amt Corr 2100-\$135,930.60 & 2360-\$21,069.40
02/18/2014	772940	Morrison Maierle Inc	\$1,360.46	2360-43700-409370	WO 11-10 25th Street Pedestrian Bridge Contract \$156,500.00 approved by CC 10/11/2011 Fund Amt Corr 2100-\$135,930.60 & 2360-\$21,069.40
02/18/2014	772942	Moulton Bellingham PC	\$12,889.38	0100-16110-403560	Inv. 106931, January 31, 2014, Watters v. City, File No.. 014198 00015
02/18/2014	772943	Mr C's Chimney Air Duct Cleaning Inc	\$4,600.00	1500-21710-402450	air duct maintenance
02/18/2014	772946	New Dawn Technologies	\$23,992.00	0100-16110-403220	Inv. 1007, Training & Configuration Phases for JustWare \$6,348 Training; \$14,644 Configuration
02/18/2014	772947	New World Systems	\$1,895.00	1500-22210-403823	REGISTRATION: PACKAGE C - 2014 CONFERENCE REGISTRATION - KELLY KLEIN, APRIL 6-8 2014 (TRAVEL DAYS: APRIL 5 & 9. PACKAGE INCLUDES: CONFERENCE & 4 NIGHTS LODGING.
02/18/2014	772947	New World Systems	\$1,895.00	6200-19120-403870	New World Conference Registration Joyce Miller
02/18/2014	772947	New World Systems	\$1,895.00	6200-19110-403870	New World Conference Registration David Watterson
02/18/2014	772949	Northwest Pipe Fittings	\$19,061.05	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 294668
02/18/2014	772949	Northwest Pipe Fittings	\$37.00	5020-00000-141000	SYSTEMS PO NUM 294602
02/18/2014	772949	Northwest Pipe Fittings	\$108.50	5020-75000-402410	Flare tools
02/18/2014	772949	Northwest Pipe Fittings	\$162.76	5120-85000-402410	Flare tools
02/18/2014	772949	Northwest Pipe Fittings	\$95.00	5020-74000-402450	Clamps
02/18/2014	772949	Northwest Pipe Fittings	\$358.04	5020-74000-402450	Valves
02/18/2014	772949	Northwest Pipe Fittings	\$1,391.84	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 294595
02/18/2014	772949	Northwest Pipe Fittings	\$118.26	5020-00000-141000	SYSTEMS PO NUM 294595
02/18/2014	772949	Northwest Pipe Fittings	\$2.72	5020-74000-402450	PVC bushing

Check Date	Check	Name	Amount	Account	Item Desc
02/18/2014	772949	Northwest Pipe Fittings	\$269.08	5020-74000-402450	Air relief
02/18/2014	772949	Northwest Pipe Fittings	\$1,894.36	5020-74000-402450	Valve and gaskets
02/18/2014	772949	Northwest Pipe Fittings	\$41.92	5020-74000-402450	Coupling, valve, bushing
02/18/2014	772949	Northwest Pipe Fittings	\$24,640.00	5020-00000-141000	SYSTEMS PO NUM 294671
02/18/2014	772949	Northwest Pipe Fittings	\$18.08	5120-84000-402450	Parts for generator drain
02/18/2014	772949	Northwest Pipe Fittings	\$238.48	5020-00000-141000	SYSTEMS PO NUM 294463
02/18/2014	772949	Northwest Pipe Fittings	\$14,959.32	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 294464
02/18/2014	772949	Northwest Pipe Fittings	\$11,461.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 294465
02/18/2014	772949	Northwest Pipe Fittings	\$126.62	5120-84000-402450	Plumbing parts
02/18/2014	772949	Northwest Pipe Fittings	\$160.97	5120-84000-402450	Bushing, flange, gasket
02/18/2014	772949	Northwest Pipe Fittings	\$7.60	5120-84000-402450	Brass nipple
02/18/2014	772949	Northwest Pipe Fittings	\$19.11	5120-84000-402450	WG Nut test plug
02/18/2014	772949	Northwest Pipe Fittings	\$108.91	5120-84000-402450	Couplings, adapters, teewye, plug
02/18/2014	772949	Northwest Pipe Fittings	\$36.16	5020-74000-402450	Elbow, bushing, nipple
02/18/2014	772949	Northwest Pipe Fittings	\$484.20	5020-74000-402920	Sump pump
02/18/2014	772949	Northwest Pipe Fittings	-\$122.46	5020-74000-402450	Return - not ordered by City employees
02/18/2014	772949	Northwest Pipe Fittings	\$6.08	5020-00000-141000	SYSTEMS PO NUM 294476
02/18/2014	772949	Northwest Pipe Fittings	\$50.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 294480
02/18/2014	772949	Northwest Pipe Fittings	\$11.19	5020-74000-402450	Valves
02/18/2014	772949	Northwest Pipe Fittings	\$68.40	5020-74000-402450	Connector
02/18/2014	772949	Northwest Pipe Fittings	\$229.22	5020-75000-402410	Rounding & flare tools
02/18/2014	772949	Northwest Pipe Fittings	\$152.81	5120-85000-402410	Rounding & flare tools
02/18/2014	772949	Northwest Pipe Fittings	\$450.00	5020-73120-402380	Upgraded registers
02/18/2014	772950	NorthWestern Energy	\$3,183.55	5710-71430-403410	Electricity for Metroplex 12/26/13 to 01/27/14
02/18/2014	772950	NorthWestern Energy	\$106.20	5610-71130-403410	0712533-9. Airport Entrance. January 2014
02/18/2014	772950	NorthWestern Energy	\$15.67	5610-71130-403410	0712534-7. Airport Entrance Gate 16. January 2014
02/18/2014	772950	NorthWestern Energy	\$226.50	5610-71130-403410	0712535-4. Airport Employee Parking. January 2014
02/18/2014	772950	NorthWestern Energy	\$50.34	5610-71130-403410	0712791-3. Airport Gate 16. January 2014
02/18/2014	772950	NorthWestern Energy	\$18.32	5610-71130-403410	0712797-0. Airport Gate 9. January 2014
02/18/2014	772950	NorthWestern Energy	\$7.40	5610-71170-403410	0712805-1. IP-10. January 2014
02/18/2014	772950	NorthWestern Energy	\$8.38	5610-71130-403410	0712813-8. Burnpit. January 2014
02/18/2014	772950	NorthWestern Energy	\$43.34	5610-71130-403410	0719759-3. Gate 12. January 2014
02/18/2014	772950	NorthWestern Energy	\$38.77	5610-71130-403410	0719760-1. Gate 14. January 2014
02/18/2014	772950	NorthWestern Energy	\$36.13	5610-71130-403410	0719761-9. Gate 15. January 2014
02/18/2014	772950	NorthWestern Energy	\$53.95	5610-71130-403410	0719762-7. Gate 15. January 2014
02/18/2014	772950	NorthWestern Energy	\$41.05	5610-71130-403410	0720296-3. Gate 29. January 2014
02/18/2014	772950	NorthWestern Energy	\$31.29	5610-71130-403410	2114868-9. Runway weather system. January 2014
02/18/2014	772950	NorthWestern Energy	\$5,343.31	2600-55120-403410	Electricity 12/16/13-1/17/14
02/18/2014	772950	NorthWestern Energy	\$6,951.66	2600-55120-403410	Electricity 12/16/13-1/17/14
02/18/2014	772950	NorthWestern Energy	\$41.05	1500-22210-403410	07125321
02/18/2014	772950	NorthWestern Energy	\$153.39	0100-51410-403410	07125388
02/18/2014	772950	NorthWestern Energy	\$444.05	5710-71430-403410	07192255
02/18/2014	772950	NorthWestern Energy	\$2,230.48	5610-71130-403410	07195431
02/18/2014	772950	NorthWestern Energy	\$244.44	1500-22210-403410	07208176
02/18/2014	772950	NorthWestern Energy	\$71.29	0100-51260-403410	07208416
02/18/2014	772950	NorthWestern Energy	\$7.51	0100-51120-403410	07222532
02/18/2014	772950	NorthWestern Energy	\$141.98	0100-51120-403410	07222565
02/18/2014	772950	NorthWestern Energy	\$9.41	0100-51120-403410	07222581
02/18/2014	772950	NorthWestern Energy	\$15.76	0100-51120-403410	07222599
02/18/2014	772950	NorthWestern Energy	\$9.21	0100-51120-403410	07222722
02/18/2014	772950	NorthWestern Energy	\$6.14	8720-51980-403410	07222722
02/18/2014	772950	NorthWestern Energy	\$155.22	0100-51120-403410	07222730
02/18/2014	772950	NorthWestern Energy	\$12.25	0100-51120-403410	07222748
02/18/2014	772950	NorthWestern Energy	\$102.44	0100-51120-403410	07222755
02/18/2014	772950	NorthWestern Energy	\$36.90	0100-51120-403410	07222771
02/18/2014	772950	NorthWestern Energy	\$30.62	0100-51120-403410	07222789
02/18/2014	772950	NorthWestern Energy	\$15.67	0100-51120-403410	07222797
02/18/2014	772950	NorthWestern Energy	\$7.51	0100-51120-403410	07222805
02/18/2014	772950	NorthWestern Energy	\$7.51	0100-51120-403410	07222813
02/18/2014	772950	NorthWestern Energy	\$7.51	0100-51120-403410	07222839
02/18/2014	772950	NorthWestern Energy	\$7.51	0100-51120-403410	07222847
02/18/2014	772950	NorthWestern Energy	\$15.67	0100-51120-403410	07228083
02/18/2014	772950	NorthWestern Energy	\$10.92	0100-51120-403410	07228521
02/18/2014	772950	NorthWestern Energy	\$9.41	0100-51120-403410	07228620
02/18/2014	772950	NorthWestern Energy	\$232.64	0100-51120-403410	07229016
02/18/2014	772950	NorthWestern Energy	\$8.71	0100-51120-403410	07229768
02/18/2014	772950	NorthWestern Energy	\$88.99	0100-51120-403410	07229958
02/18/2014	772950	NorthWestern Energy	\$79.15	0100-51120-403410	07230055
02/18/2014	772950	NorthWestern Energy	\$7.51	0100-51120-403410	07230253
02/18/2014	772950	NorthWestern Energy	\$0.00	0100-51120-403410	07230394
02/18/2014	772950	NorthWestern Energy	\$7.40	0100-51120-403410	07230469
02/18/2014	772950	NorthWestern Energy	\$14.83	0100-51120-403410	07230493
02/18/2014	772950	NorthWestern Energy	\$11.78	0100-51120-403410	07230535
02/18/2014	772950	NorthWestern Energy	\$18.08	0100-51120-403410	07230642
02/18/2014	772950	NorthWestern Energy	\$18.08	0100-51120-403410	07230659
02/18/2014	772950	NorthWestern Energy	\$21.26	4280-65900-409180	502 S 33rd Street (Irma House) HOME Program Electric Bill

Check Date	Check	Name	Amount	Account	Item Desc
02/18/2014	772950	NorthWestern Energy	\$27.49	2990-66980-407275	NSP-2101 10TH AVE N-NWE-ELECTRIC-DEC
02/18/2014	772950	NorthWestern Energy	\$7.51	8720-51980-403410	07233844
02/18/2014	772950	NorthWestern Energy	\$9.06	8720-51980-403410	07233851
02/18/2014	772950	NorthWestern Energy	\$9.06	8720-51980-403410	07233869
02/18/2014	772950	NorthWestern Energy	\$9.06	8720-51980-403410	07233877
02/18/2014	772950	NorthWestern Energy	\$9.06	8720-51980-403410	07233885
02/18/2014	772950	NorthWestern Energy	\$5.09	0100-51120-403410	07233919
02/18/2014	772950	NorthWestern Energy	\$3.40	8720-51980-403410	07233919
02/18/2014	772950	NorthWestern Energy	\$9.06	8720-51980-403410	07233927
02/18/2014	772950	NorthWestern Energy	\$8.16	8720-51980-403410	07233935
02/18/2014	772950	NorthWestern Energy	\$7.51	8720-51980-403410	07233943
02/18/2014	772950	NorthWestern Energy	\$7.51	8720-51980-403410	07233950
02/18/2014	772950	NorthWestern Energy	\$7.51	8720-51980-403410	07233968
02/18/2014	772950	NorthWestern Energy	\$7.51	8720-51980-403410	07233976
02/18/2014	772950	NorthWestern Energy	\$7.51	8720-51980-403410	07233984
02/18/2014	772950	NorthWestern Energy	\$7.51	8720-51980-403410	07233955
02/18/2014	772950	NorthWestern Energy	\$9.41	8720-51980-403410	07238363
02/18/2014	772950	NorthWestern Energy	\$13.40	8720-51980-403410	07238793
02/18/2014	772950	NorthWestern Energy	\$7.83	8720-51980-403410	07238835
02/18/2014	772950	NorthWestern Energy	\$117.20	0100-51120-403410	07238843
02/18/2014	772950	NorthWestern Energy	\$8.06	8720-51980-403410	07238850
02/18/2014	772950	NorthWestern Energy	\$18.08	0100-51120-403410	07238876
02/18/2014	772950	NorthWestern Energy	\$20.74	0100-51120-403410	08134892
02/18/2014	772950	NorthWestern Energy	\$7.73	2110-31320-403410	08554040
02/18/2014	772950	NorthWestern Energy	\$8.17	8720-51980-403410	08814550
02/18/2014	772950	NorthWestern Energy	\$14.72	0100-51120-403410	09789173
02/18/2014	772950	NorthWestern Energy	\$16.25	0100-51290-403410	09998071
02/18/2014	772950	NorthWestern Energy	\$16.14	8720-51980-403410	10458131
02/18/2014	772950	NorthWestern Energy	\$133.41	2110-31320-403410	10458206
02/18/2014	772950	NorthWestern Energy	\$7.40	0100-51120-403410	11565272
02/18/2014	772950	NorthWestern Energy	\$16.79	5020-74000-403410	11608072
02/18/2014	772950	NorthWestern Energy	\$1,234.63	1500-21710-403410	11834835
02/18/2014	772950	NorthWestern Energy	\$7.40	0100-51120-403410	12300661
02/18/2014	772950	NorthWestern Energy	\$7.40	0100-51120-403410	12422226
02/18/2014	772950	NorthWestern Energy	\$42.97	0100-51120-403410	12488631
02/18/2014	772950	NorthWestern Energy	\$5.25	5020-74000-403410	13466735
02/18/2014	772950	NorthWestern Energy	\$0.00	8720-51980-403410	15137961
02/18/2014	772950	NorthWestern Energy	\$36.77	8720-51980-403410	15138001
02/18/2014	772950	NorthWestern Energy	\$25.10	8720-51980-403410	15138027
02/18/2014	772950	NorthWestern Energy	\$17.57	8720-51980-403410	15138043
02/18/2014	772950	NorthWestern Energy	\$8.27	8720-51980-403410	15143886
02/18/2014	772950	NorthWestern Energy	\$8.06	8720-51980-403410	15642093
02/18/2014	772950	NorthWestern Energy	\$10.24	5210-15240-403410	15696313
02/18/2014	772950	NorthWestern Energy	\$7.40	0100-51120-403410	15882624
02/18/2014	772950	NorthWestern Energy	\$15.70	5120-85000-403410	17040254
02/18/2014	772950	NorthWestern Energy	\$32.64	5120-85000-403410	17040304
02/18/2014	772950	NorthWestern Energy	\$70.64	2110-31320-403410	17389891
02/18/2014	772950	NorthWestern Energy	\$66.80	0100-51120-403410	18494088
02/18/2014	772950	NorthWestern Energy	\$8.71	0100-51120-403410	19022573
02/18/2014	772950	NorthWestern Energy	\$69.35	0100-51120-403410	19049444
02/18/2014	772950	NorthWestern Energy	\$13.52	0100-51120-403410	19412436
02/18/2014	772950	NorthWestern Energy	\$14.88	8720-51980-403410	19486679
02/18/2014	772950	NorthWestern Energy	\$8.71	2110-31320-403410	20470076
02/18/2014	772950	NorthWestern Energy	\$8.16	2110-31320-403410	20470100
02/18/2014	772950	NorthWestern Energy	\$8.49	2110-31320-403410	20470134
02/18/2014	772950	NorthWestern Energy	\$8.71	2110-31320-403410	20470175
02/18/2014	772950	NorthWestern Energy	\$8.61	2110-31320-403410	20470183
02/18/2014	772950	NorthWestern Energy	\$8.27	2110-31320-403410	20470191
02/18/2014	772950	NorthWestern Energy	\$6.18	8720-51980-403410	20558177
02/18/2014	772950	NorthWestern Energy	\$7.40	5020-74000-403410	18672659
02/18/2014	772950	NorthWestern Energy	\$56.00	5610-71130-403410	07127954
02/18/2014	772950	NorthWestern Energy	\$147.79	5120-85000-403410	62nd St West/Ironwood
02/18/2014	772950	NorthWestern Energy	\$812.64	5020-74000-403410	1699 High Sierra
02/18/2014	772950	NorthWestern Energy	\$25.40	8720-51980-403410	15138001
02/18/2014	772950	NorthWestern Energy	\$932.71	5120-85000-403410	2750 Bitterroot
02/18/2014	772951	One Eighty Communications	\$40.60	5610-71100-403450	Airport 2948370 Airport Alarm
02/18/2014	772951	One Eighty Communications	\$3,849.42	6060-19310-403450	Main Bill Acct 00001906
02/18/2014	772951	One Eighty Communications	\$235.54	6060-19310-403450	Main Bill T-1 Account 00018768
02/18/2014	772951	One Eighty Communications	\$40.10	1500-21110-403450	CPC line 247-8592 Account 00018768
02/18/2014	772951	One Eighty Communications	\$46.00	0100-51120-403450	Dehler Park line 867-7275
02/18/2014	772951	One Eighty Communications	\$326.56	6600-31100-403450	Depot 60% 6700 31410 403450
02/18/2014	772951	One Eighty Communications	\$489.86	6700-31410-403450	Depot 40% 6600 31100 403450
02/18/2014	772951	One Eighty Communications	\$980.00	2600-55180-403590	Library Internet Connection
02/18/2014	772951	One Eighty Communications	\$79.95	6200-19110-403452	Account 00001906
02/18/2014	772951	One Eighty Communications	\$79.95	6200-19110-403452	IT Internet Connection

Check Date	Check	Name	Amount	Account	Item Desc
02/18/2014	772951	One Eighty Communications	\$40.10	2990-65010-403450	Community Development Services FAX 406-294-7595 Account 00018768
02/18/2014	772951	One Eighty Communications	\$40.10	2090-44510-403450	Building FAX 406-657-8252 Account 0018768
02/18/2014	772951	One Eighty Communications	\$40.10	2400-43010-403450	Planning FAX 406-657-8327 Account 00018768
02/18/2014	772954	Overhead Door Co Of South Mt	\$2,915.00	5210-15930-402450	Purchase and installation of garage door for secured parking at Park Three.
02/18/2014	772959	Public Utilities	\$31.15	5210-15920-403420	4975819
02/18/2014	772959	Public Utilities	\$209.18	5210-15910-403420	22414454
02/18/2014	772959	Public Utilities	\$10.72	5210-15910-403420	22434115
02/18/2014	772959	Public Utilities	\$4,767.31	5610-71100-403420	68407759
02/18/2014	772959	Public Utilities	\$9.67	5120-85000-403420	13670319854
02/18/2014	772959	Public Utilities	\$302.89	6500-15660-403420	106989-12385
02/11/2014	772839	Sipe, PHD	\$10,000.00	0100-14110-403938	Strategic Planning Agreement Balance
02/18/2014	772975	Spectrum Group Architects PC	\$3,012.50	6500-15670-403581	Legal Security Options Inv. 2014-0012
02/18/2014	772978	Star Service Inc	\$221,092.12	5030-74910-409390	WO 12-44 WTP High Service Pump Station H2-3
02/18/2014	772983	Sunset Excavation	\$3,800.00	5050-75150-403671	343 Westchester Sq
02/18/2014	772989	Titan Machinery Inc	\$5,253.29	5130-85910-409480	Camera cable - Unit 7990
02/18/2014	772989	Titan Machinery Inc	\$1,714.42	2110-31320-402320	3043517
02/18/2014	772992	Town & Country Supply Association	\$3,800.00	5610-71120-402310	Invoice #114278. Bulk purchase of diesel fuel for snow removal and building maintenance generator
02/18/2014	772992	Town & Country Supply Association	\$11,845.32	5610-71130-402310	Invoice #114278. Bulk purchase of diesel fuel for snow removal and building maintenance generator
02/18/2014	772992	Town & Country Supply Association	\$22,116.32	6010-00000-141714	BUS MET PO NUM 294716
02/18/2014	772992	Town & Country Supply Association	\$22,259.67	6010-00000-141000	114282 PO NUM 294755
02/18/2014	772992	Town & Country Supply Association	\$18,740.98	6010-00000-141000	114284 PO NUM 294755
02/18/2014	772994	Tractor & Equipment Co.	\$82.12	2110-31320-402320	SGCS0093500
02/18/2014	772994	Tractor & Equipment Co.	\$790.71	5410-31230-402320	7633825
02/18/2014	772994	Tractor & Equipment Co.	\$1,922.12	5410-31230-402320	7635373
02/18/2014	772994	Tractor & Equipment Co.	\$216.54	5410-31230-402320	parts for unit 245
02/18/2014	772994	Tractor & Equipment Co.	\$22.16	5410-31230-402320	parts unit 246
02/18/2014	773004	Yellowstone County Sheriffs	\$12,389.66	7180-21600-407865	Drug Forfeiture.
02/18/2014	773004	Yellowstone County Sheriffs	\$248.00	7180-21600-407865	2/5 Share of Drug Forfeiture for Child case #13-37443.
02/18/2014	773004	Yellowstone County Sheriffs	\$967.20	7180-21600-407865	2/5 Share of Drug Forfeiture for case #13-38261.
02/18/2014	773004	Yellowstone County Sheriffs	\$6,391.30	7180-21600-407865	2/5 Share of Drug Forfeiture for case # 13-43309.
02/18/2014	773004	Yellowstone County Sheriffs	\$1,160.00	7180-21600-407865	2/5 Share of Drug Forfeiture for case # 13-30501.
02/18/2014	773004	Yellowstone County Sheriffs	\$576.80	7180-21600-407865	2/5 Share of Drug Forfeiture for Case # 13-33350 (Scott Hall)
02/18/2014	773004	Yellowstone County Sheriffs	\$2,204.52	7180-21600-407865	2/5 share of Drug Forfeiture for case #13-32377 (Albright).
02/18/2014	773004	Yellowstone County Sheriffs	\$664.58	7180-21600-407865	2/5 Share Drug Forfeiture for case #13-47893 (Segna).
02/18/2014	773004	Yellowstone County Sheriffs	\$781.44	7170-21660-407865	2/5 Share Drug Forfeiture for case #13-FBI-002419.
02/18/2014	773005	Zeier Consulting LLC	\$2,762.50	1990-15050-403590	South Billings Urban Renewal Association Professional Services for January 2014

**Regular City Council Meeting**

**Meeting Date:** 03/10/2014

**TITLE:** Bond Resolution for SID 1395 - Boca Raton Road Improvements

**PRESENTED BY:** Patrick M. Weber, Finance Director

**Department:** City Hall Administration

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**PROBLEM/ISSUE STATEMENT**

Special Improvement District (SID) 1395 was created in May 2013. The SID was created to build Boca Raton Road from Clubhouse Way to Annandale Road. The project was bid on July 23, 2013 and all the bids were higher than the engineer's estimate and budget for the project. Staff recommended and the City Council rejected all the bids. Public Works staff re-evaluated the design and the project. The project was rebid in February 2014. The City received acceptable bids and staff is ready to proceed with the construction and financing. A total of \$176,000 will be assessed to benefitting property owners.

The City staff has been working with Royal Johnson on the sale of the bonds. A bond purchase agreement has been signed. Council must adopt a resolution that outlines the terms and details of the bonds.

**ALTERNATIVES ANALYZED**

Upon approval of the resolution, the City and Royal Johnson will proceed with the bond closing. If the Council does not approve the resolution there would be a delay in the closing and receiving the bond proceeds, which could lead to the inability to timely pay the contractor and stopping or slowing the project.

**FINANCIAL IMPACT**

The debt service payment will be made from the assessments on the affected properties.

**RECOMMENDATION**

Staff recommends that City Council approve the bond resolution for SID 1395, Boca Raton Road.

**APPROVED BY CITY ADMINISTRATOR**

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Resolution

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CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution No. \_\_\_\_\_ entitled: "RESOLUTION RELATING TO \$178,000 SPECIAL IMPROVEMENT DISTRICT NO. 1395 BOND, SERIES 2014; FIXING THE FORM AND DETAILS AND PROVIDING FOR THE EXECUTION AND DELIVERY THEREOF AND SECURITY THEREFOR" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on March 10, 2014, 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 and seal officially this 10th day of March, 2014.

(SEAL)

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

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

RESOLUTION RELATING TO \$178,000 SPECIAL  
IMPROVEMENT DISTRICT NO. 1395 BOND, SERIES 2014;  
FIXING THE FORM AND DETAILS AND PROVIDING FOR  
THE EXECUTION AND DELIVERY THEREOF AND  
SECURITY THEREFOR

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

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

1.01. Resolution of Intention. By Resolution No. 13-19259, duly adopted by the Council on April 22, 2013 (the "Resolution of Intention"), this Council declared its intention to create Special Improvement District No. 1395 (the "District"), for the purpose of financing costs of certain public improvements of special benefit to the properties within the District. The Resolution of Intention designated the number of the District, described the boundaries thereof, stated whether the District was an extended district and stated the general character of the improvements to be made (the "Improvements") and an approximate estimate of the costs thereof, in accordance with the provisions of Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the "Act"). By the Resolution of Intention, this Council also declared its intention to cause the cost and expense of making the Improvements specially benefiting the District to be assessed against the properties included within the boundaries thereof in accordance with one or more methods of assessment authorized in Sections 7-12-4161 to 7-12-4165 of the Act and as set forth in the Resolution of Intention.

In the Resolution of Intention, this Council stated its intention to issue a special improvement district bond (the "Bond") drawn against the District to pay a portion of the costs of the Improvements and costs of issuance of the Bond. This Council further found that it is in the public interest, and in the best interest of the City and the District, to secure payment of principal of and interest on the Bond by the Special Improvement District Revolving Fund of the City (the "Revolving Fund"), on the basis of factors required to be considered under Section 7-12-4225 of the Act. Those findings are hereby ratified and confirmed.

1.02. Notice. Notice of the passage of the Resolution of Intention was given by two publications, with at least six days between publications, in the *Billings Times*, a weekly newspaper of general circulation published within the City. Notice of the passage of the Resolution of Intention was also mailed the same day the notice was first published to all persons, firms or corporations or the agents thereof having real property within the District, listed in their names upon the last completed assessment roll for State, county and school district taxes, at their last known addresses. The notice described the general character of the Improvements, stated the estimated cost of the Improvements and the method or methods of assessment of such costs against properties in the District, specified the time when and the place where the Council would hear and pass upon all protests made against the making of the Improvements or the creation or extension of the District, and referred to the Resolution of Intention as being on file in

the office of the City Clerk for a description of the boundaries of the District, all in accordance with the provisions of the Resolution of Intention, and included a statement that, subject to the limitations of Section 7-12-4222 of the Act, the general fund of the City may be used to provide loans to the Revolving Fund or a general tax levy may be imposed on all taxable property in the City to meet the financial requirements of the Revolving Fund. In the Resolution of Intention, the Council also declared its intention to reimburse the City for costs paid before issuance of the Bond, as required by Section 1.150-2 of the Income Tax Regulations promulgated under the Internal Revenue Code.

1.03. Creation of District. At the time and place specified in the notice hereinabove described, this Council met to hear, consider and pass upon all protests made against the making of the Improvements and the creation of the District, and, after consideration thereof, it was determined and declared that insufficient protests against the creation or extension of the District or the proposed work had been filed in the time and manner provided by law by the owners of the property to be assessed for the Improvements in the District, and this Council did therefore by Resolution No. 13-19270, adopted on May 13, 2013, create Special Improvement District No. 1395, order the proposed Improvements in accordance with the Resolution of Intention, and confirm the findings it made with respect to the pledge of the Revolving Fund in the Resolution of Intention.

1.04. City Policy Regarding Undeveloped Special Improvement Districts. Pursuant to Resolution No. 05-18234, duly adopted by the City on January 24, 2005, the City established a policy with respect to special improvement districts created for undeveloped residential and commercial subdivisions (the "Policy"). The Policy provides that the City may not issue special improvement district bonds to finance more than 50% of the costs of improvements in an Undeveloped District (as defined in the Policy) unless the developer posts a letter of credit or similar instrument in an amount sufficient to pay principal and interest on such bonds for five years. The Policy further provides that the City may not pledge its Revolving Fund as security for special improvement bonds issued to finance the costs of improvements in an Undeveloped District unless (1) the developer posts security in the form of a letter of credit or similar instrument in an amount sufficient to pay principal and interest on the bonds for five years or (2) the developer directly pays or otherwise finances 50% of the costs of the on-site improvements.

The District consists of 27 undeveloped lots and constitutes an Undeveloped District pursuant to the Policy. As described in Section 1.06 hereof, the total costs of the Improvements is \$1,002,415.33 (total costs and expenses of making the Improvements, funding a deposit to the Revolving Fund and paying costs of issuance of the Bond), of which \$178,000.00 is being financed by the City pursuant to the issuance of the Bond (such amount being financed is less than 50% of the total costs of the Improvements as required by the Policy). Mr. Ron Hill is the owner of 22 of the 27 lots in the District. Mr. Hill has paid a cash contribution of \$668,845.34 (such amount being contributed is more than 50% of the costs of the Improvements as required by the Policy). The Bond will be issued to finance the costs of the Improvements on the remaining five properties in the District that are not owned by Mr. Hill, and such properties will be assessed for debt service on the Bond. This Council hereby affirms its previous findings, as set forth in the Resolution of Intention, that the issuance of Bond as set forth in this Resolution is in compliance with the Policy.

1.05. Construction Contracts. The City will cause or has caused to be constructed certain Improvements as described in the Resolution of Intention. Plans, specifications, maps, profiles and surveys for construction of the Improvements to be constructed to benefit the District were prepared by the engineers acting for the City or by City engineers, and were thereupon examined and approved by this Council. Advertisements for bids for construction of the Improvements were published in the official newspaper of the City in accordance with the provisions of Montana Code Annotated, Section 7-12-4141, after which the bids theretofore received were opened and examined. After referring the bids to the engineers for the City it was determined that the lowest regular proposal for the furnishing of all work and materials required for constructing the Improvements in accordance with the approved plans and specifications was the following:

SID No. 1395

Improvements on Boca Raton Road between Clubhouse Way and Annandale Road

	<u>Bidders</u>	<u>Contract Price</u>
Construction of curb and gutter and street improvements fronting lots	COP Construction	\$450,054.00
Construction of sanitary sewer mains, sanitary sewer services, water mains and water services	JEM Construction	\$383,964.50
Total		\$834,018.50

Contracts for the construction of the Improvements were therefore awarded to said bidder, subject to the right of owners of property liable to be assessed for the costs thereof to elect to take the work and enter into written contracts therefor in the manner provided by Montana Code Annotated, Section 7-12-4147, whereupon the City and the successful bidder entered into written contracts for construction of the Improvements upon the bidder having executed and filed bonds satisfactory to this Council and in the form and manner provided by Montana Code Annotated, Title 18, Chapter 2, Part 2, as amended.

1.06. Costs. It is currently estimated that the costs and expenses connected with and incidental to the formation of the District to be assessed against property in the District, including costs of preparation of plans, specifications, maps, profiles, engineering superintendence and inspection, preparation of assessment rolls, expenses of making the assessments, the cost of work and materials under the construction contracts and all other costs and expenses, including the deposit of proceeds in the Revolving Fund, are \$8,900.00, as shown in the table below:

	<u>District No. 1395</u>
Construction	\$834,018.50
Contingency	8,010.53
Design and CA	134,059.90
Total Project Costs	\$976,088.93
Less City Contribution	(155,569.99)

Less Ron Hill Cash Contribution	(668,845.34)
Project Costs to be Assessed	\$151,673.60
City Financing Fee	4,450.00
Engineering Fee	6,230.00
Revolving Fund Deposit	8,900.00
Costs of Issuance	6,500.00
Rounding	246.40
Total	<u>\$178,000.00</u>

The amount of \$178,000 will be levied and assessed upon the assessable real property within the District on the basis described in the Resolution of Intention. This Council has jurisdiction and is required by law to levy and assess such amounts, to collect such special assessments and credit the same to the special improvement district funds created for the District, which funds are to be maintained on the official books and records of the City separate from all other City funds, within the 2014 Special Improvement District No. 1395 Fund (the “District Fund”) for the payment of principal and interest when due on the Bond herein authorized.

1.07. Sale and Issuance of Bond. For the purpose of financing a portion of the costs and expenses of making the Improvements, funding a deposit to the Revolving Fund (as hereinafter defined) and paying costs of issuance of the Bond, which are to be assessed against the property within the District as provided in the Resolution of Intention, this Council, pursuant to Resolution No. 13-19293, adopted July 8, 2013, determined that it would be in the best interests of the City to sell the Bond in a private negotiated sale to the Royal C. Johnson Trust (the “Purchaser”), subject to the limitations and conditions set forth therein. The City has determined not to issue pooled special improvement district bonds as contemplated by Resolution No. 13-19293. This Council authorized the City to enter into a bond purchase agreement (the “Bond Purchase Agreement”) with the Purchaser, dated February 20, 2014, pursuant to which the Purchaser has agreed to purchase from the City the Bond at a purchase price of \$178,000 (representing the stated principal amount of the Bond), at an interest rate of 4.50% per annum and upon the further terms set forth in this Resolution. The execution and delivery of the Bond Purchase Agreement is approved and ratified. In the event of any discrepancy between the Bond Purchase Agreement and this Resolution, this Resolution shall control.

1.08. Recitals. All acts, conditions and things required by the Constitution and laws of the State of Montana, including the Act, and the home rule charter of the City, in order to make the Bond a valid and binding special obligations in accordance with its terms and in accordance with the terms of this Resolution have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required.

Section 2. The Bond.

2.01. Principal Amount, Maturity, Denominations, Date, Interest Rate. For the purpose of paying the costs and expenses of making the Improvements, funding a deposit to the Revolving Fund and paying costs of issuance of the Bond, and in anticipation of the collection of special assessments to be levied therefor, and in accordance with the proposal described in

Section 1.07, the City shall forthwith issue and deliver to the Purchaser the Bond, denominated “Special Improvement District Bond, Series 2014 (Special Improvement District No. 1395),” in the aggregate principal amount of \$178,000, payable solely from the District Fund. The Bond shall be dated, as originally issued, and be registered as of March 27, 2014, shall be in the denomination of \$5,000 each or any integral multiple thereof of single maturities, shall mature on July 1, 2029, and shall bear interest from the date of original registration until paid or duly called for redemption at the rate of 4.50% per annum. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

2.02. Interest Payment Dates. Interest on the Bond shall be payable on each January 1 and July 1, commencing January 1, 2015, to the owners of record thereof as such appear on the bond register at the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. Upon the original delivery of the Bond to the Purchaser and upon each subsequent transfer or exchange of a Bond pursuant to Section 2.04, the Registrar shall date each Bond as of the date of its authentication.

2.03. Method of Payment. The Bond shall be issued only in fully registered form. The interest on and, upon surrender thereof at the principal office of the Registrar (as hereinafter defined), the principal of each Bond, shall be payable by check or draft drawn on the Registrar. Notwithstanding the foregoing, so long as the Bond is evidenced by a single, fully registered term Bond, it shall not be necessary to present and surrender such term Bond upon any redemption pursuant to Section 2.05(c), but the Registrar shall note in the bond register such principal payment.

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

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

(b) Transfer. Upon surrender to the Registrar for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing and guaranteed by an “eligible guarantor institution” meeting the requirements of the Registrar, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, a new Bond of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for

registration of any transfer of any Bond or portion thereof selected or called for redemption.

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

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

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

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

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

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

2.05. Redemption.

(a) Mandatory Redemption. If on any interest payment date there will be a balance in the District Fund after payment of the principal and interest due on the Bond drawn against it, either from the prepayment of special assessments levied in the District or from the transfer of surplus money from the Construction Account to the Principal Account as provided in Section 3.02 or otherwise, the City Finance Director shall call for redemption on the interest payment date the outstanding Bond, or portion thereof, in an amount which, together with the interest thereon to the interest payment date, will equal the amount of such funds on deposit in the District Fund on that date. The redemption price shall equal the principal amount of the Bond to be redeemed plus interest accrued to the date of redemption. Such mandatory redemption payments shall reduce the Mandatory Sinking Fund Payments in inverse order of Sinking Fund Payment Dates.

(b) Optional Redemption. The Bond is subject to redemption, in whole or in part, at the option of the City from sources of funds available therefor, other than those described in Subsection (a) of this Section 2.05 on the terms of this paragraph, at the option of the City, in whole or in part, at a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the redemption date, without premium. Such mandatory redemption payments shall reduce the Mandatory Sinking Fund Payments in inverse order of Sinking Fund Payment Dates.

(c) Mandatory Sinking Fund Redemption of Term Bond. The Bond is subject to redemption on July 1 of the respective years shown below (herein referred to as a “Sinking Fund Payment Date”) and in the principal amounts (hereinafter referred to as a “Mandatory Sinking Fund Payment”) set forth below:

Term Bond			
Sinking Fund Payment Date	July 1 Mandatory Sinking Fund Payment Amount	Sinking Fund Payment Date	July 1 Mandatory Sinking Fund Payment Amount
2015	\$10,000	2023	\$10,000
2016	10,000	2024	10,000
2017	10,000	2025	15,000
2018	10,000	2026	15,000
2019	10,000	2027	15,000
2020	10,000	2028	15,000
2021	10,000	2029	18,000
2022	10,000		

\*Final maturity.

(d) Notice and Effect of Redemption. The date of redemption and the principal amount of the Bond shall be fixed by the City Finance Director, who shall give notice thereof to the Registrar 45 days prior to the date set for redemption in order for the Registrar to give notice, by first class mail, postage prepaid, to the owner or owners of such Bond at their addresses

appearing on the bond register, of the portion of the Bond to be redeemed and the date on which payment will be made, which date shall be not less than 30 days after the date of mailing notice. On the date so fixed interest on the Bond or portion thereof so redeemed shall cease.

2.06. Form. The Bond shall be prepared in substantially the form set forth in Exhibit A hereto, and by this reference made a part hereof, with such modifications as are permitted by the Act.

2.07. Execution, Registration and Delivery. The Bond shall be prepared under the direction of the City Finance Director and shall be executed on behalf of the City by the signatures of the Mayor, the City Finance Director and the City Clerk and sealed with the official seal of the City; provided that the seal and all signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Bond shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. The certificate of authentication on a different Bond need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bond has been so executed, authenticated and registered, it shall be delivered by the Registrar to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed.

2.07. Application of Proceeds. From the proceeds of the Bond the City Finance Director shall credit forthwith \$8,900.00 for the District to the Revolving Fund, as required by Section 7-12-4169(2) of the Act, and the balance of such proceeds to the Construction Account in the District Fund, to be used solely for the purposes described in Section 3.02.

### Section 3. District Fund; Assessments.

3.01. District Fund. There is hereby created and established the fund designated as the "2014 Special Improvement District No. 1395 Fund," which shall be maintained by the City Finance Director on the books and records of the City separate and apart from all other funds of the City (the "District Fund"). Within the District Fund there shall be maintained three separate accounts, designated as the "Construction Account," the "Principal Account" and the "Interest Account," respectively.

3.02. Construction Account. There shall be credited to the Construction Account in the District Fund the proceeds of the sale of the Bond remaining after the required deposit to the Revolving Fund. Any earnings on investment of money in the Construction Account shall be retained therein. All costs and expenses of constructing the Improvements in and for the benefit of the District, including costs of issuance of the Bond, shall be paid from time to time as incurred and allowed from the Construction Account in accordance with the provisions of applicable law, and money in the Construction Account shall be used for no other purpose; provided that upon completion of the Improvements and after all claims and expenses with

respect to the Improvements have been fully paid and satisfied, any money remaining in the Construction Account shall be transferred to the Principal Account and used to redeem the Bond or portion thereof as provided in Section 3.03.

3.03. Principal Account and Interest Account. Money in the Principal Account and the Interest Account shall be used only for payment of the principal of and interest on the Bond as such payments become due or to redeem Bond or portion thereof.

Upon collection of the installment of principal and interest due on November 30 and May 31 of each year on the special assessments to be levied with respect to the Improvements in the District, the City Finance Director shall credit to the Interest Account so much of said special assessments as is collected as interest payment and the balance thereof to the Principal Account. Any installment of any special assessment paid prior to its due date with interest accrued thereon to the next succeeding interest payment date shall be credited with respect to principal and interest payments in the same manner as other assessments are credited to the District Fund. All money in the Interest Account and the Principal Account shall be used first to pay interest due, and any remaining money shall be used to pay principal then due and, if money is available, to redeem the Bond or portion thereof in accordance with Section 2.05; provided that any money transferred to the Principal Account from the Construction Account pursuant to Section 3.02 shall be applied to redeem the Bond to the extent possible on the next interest payment date for which notice of redemption has been properly be given pursuant to Section 2.05. Interest shall be paid from the Interest Account as accrued on the Bond to the date of redemption, in accordance with the provisions 7-12-4206 of the Act.

3.04. Loans from Revolving Fund. The Council shall annually or more often if necessary issue an order authorizing a loan or advance from the Revolving Fund to the District Fund in an amount sufficient to make good any deficiency then existing in the Interest Account and issue an order authorizing a loan or advance from the Revolving Fund to the District Fund in an amount sufficient to make good any deficiency then existing in the Principal Account, in each case to the extent that money is available in the Revolving Fund. A deficiency shall be deemed to exist in the Principal Account or Interest Account if the money on deposit therein on any December 15 or June 15 (excluding amounts in the Principal Account representing prepaid special assessments) is less than the amount necessary to pay the principal of the Bond then due (other than upon mandatory or optional redemption pursuant to Section 2.05(a) and (b) hereof), and interest payable on the Bond, on the next succeeding interest payment date.

Pursuant to Ordinance No. 1096, the City has undertaken and agreed to provide funds for the Revolving Fund by annually levying such tax or making such loan from the general fund of the City, subject to the limitation that no such tax levy or loan may in any year cause the balance in the Revolving Fund to exceed five percent of the principal amount of the City's then outstanding special improvement and sidewalk, curb, gutter and alley approach bonds and warrants secured thereby and subject to the durational limitations specified in the Act. In the event that the balance on hand in the Revolving Fund fifteen days prior to any date when interest is due on special improvement and sidewalk, curb, gutter and alley approach bonds and warrants of the City is not sufficient to make good all deficiencies then existing in the funds for which the City covenants to make loans from the Revolving Fund, the balance on hand in the Revolving

Fund shall be allocated to the funds in which such deficiencies then exist in proportion to the amounts of the deficiencies on the respective dates of receipt of such money, until all interest accrued on such special improvement and sidewalk, curb, gutter and alley approach bonds and warrants of the City has been paid and to the extent of amounts available in the Revolving Fund. On any date when all accrued interest on special improvement and sidewalk, curb, gutter and alley approach bonds and warrants of the City payable from funds for which the City has covenanted to make loans from the Revolving Fund has been paid, any balance remaining in the Revolving Fund shall be loaned or advanced to the funds for payment and redemption of bonds and warrants to the extent such funds are deficient for such purpose and, if money in the Revolving Fund is insufficient therefor, pro rata, in an amount proportionate to the amount of such deficiency.

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

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

4.01. Compliance with Resolution. The City will hold the District Fund and the Revolving Fund as trust funds, separate and apart from all of its other funds, and the City, its officers and agents, will comply with all covenants and agreements contained in this Resolution. The provisions hereinabove made with respect to the District Fund and the Revolving Fund are in accordance with the undertaking and agreement of the City made in connection with the sale of the Bond as set forth in Section 1.06.

4.02. Construction of Improvements. The City will do all acts and things necessary to enforce the provisions of the construction contracts and bonds referred to in Section 1.04 and to ensure the completion of the Improvements for the benefit of the District in accordance with the plans and specifications and within the time therein provided, and will pay all costs thereof promptly as incurred and allowed, out of the Construction Account and within the amount of the proceeds of the Bond appropriated thereto, amounts contributed by the City therefor and prepayments by property owners in the District.

4.03. Levy of Assessments. The City will do all acts and things necessary for the final and valid levy of special assessments upon all assessable real property within the boundaries of the District benefited by the Improvements in accordance with the Constitution and laws of the State of Montana and the Constitution of the United States in an aggregate principal amount not less than \$178,000. Such special assessments shall be levied on the basis or bases prescribed in the Resolution of Intention, and shall be payable in substantially equal semiannual installments of principal and interest over a period of 15 years, at an annual rate equal to the sum of: (i) the average annual interest rate borne by the then-outstanding Bond, plus (ii) one-half of one percent (0.50%) per annum. The assessments to be levied will be payable on the 30th day of November

in each of the years 2014 through 2028, and on the 31st day of May in the years 2015 through 2029, inclusive, if not theretofore paid, and shall become delinquent on such date unless paid in full. The first partial payment of each assessment shall include interest on the entire assessment from the date of original registration of the Bond to January 1, 2015. The assessments shall constitute a lien upon and against the property against which they are made and levied, which lien may be extinguished only by payment of the assessment with all penalties, cost and interest as provided in Section 7-12-4191 of the Act. No tax deed issued with respect to any lot or parcel of land shall operate as payment of any installment of the assessment thereon which is payable after the execution of such deed, and any tax deed so issued shall convey title subject only to the lien of said future installments, as provided in Montana Code Annotated, Section 15-18-214.

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

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

4.05. Absence of Litigation. There is now no litigation pending or, to the best knowledge of the City, threatened questioning the validity or regularity of the creation of the District, the contracts for construction of the Improvements or the undertaking and agreement of the City to levy special assessments therefor and to make good any deficiency in the collection thereof through the levy of taxes for and the making of advances from the Revolving Fund, or the right and power of the City to issue the Bond or in any manner questioning the existence of any condition precedent to the exercise of the City's powers in these matters. If any such litigation should be initiated or threatened, the City will forthwith notify in writing the Purchaser, and will furnish the Purchaser a copy of all documents, including pleadings, in connection with such litigation.

4.06. Waiver of Penalty and Interest. The City covenants not to waive the payment of penalty or interest on delinquent assessments levied on property in the District for costs of the Improvements, unless the City determines, by resolution of the Council, that such waiver is in the best interest of the owners of the outstanding Bond.

## Section 5. Tax Matters.

5.01. Use of Improvements. The Improvements will be owned and operated by the City and available for use by members of the general public on a substantially equal basis. The City shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the Improvements or security for the payment of the Bond which might cause the Bond to be considered a “private activity bond” or “private loan bond” within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the “Code”).

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

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

5.04. Arbitrage Rebate. The City acknowledges that the Bond is subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Treasury Regulations to preserve the exclusion of interest on the Bond from gross income for federal income tax purposes, unless the Bond qualifies for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no “gross proceeds” of the Bond (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the Mayor, the City Finance Director, and the City Clerk are hereby authorized and directed to execute a Rebate Certificate, substantially in the form to be prepared by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

5.05. Information Reporting. The City shall file with the Secretary of the Treasury, not later than May 15, 2014, a statement concerning the Bond containing the information required by Section 149(e) of the Code.

Section 6. Authentication of Transcript. The officers of the City are hereby authorized and directed to furnish to the Purchaser and to Bond Counsel certified copies of all proceedings relating to the issuance of the Bond and such other certificates and affidavits as may be required

to show the right, power and authority of the City to issue the Bond, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the City as to the truth of the statements purported to be shown thereby.

#### Section 7. Discharge.

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

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

7.03. Prepayment. The City may also discharge its obligations with respect to any Bond called for redemption on any date when they are prepayable according to its terms, by on or before that date depositing with the Registrar funds sufficient, or, if a City officer is the Registrar, mailing to the registered owner of such Bond a check or a draft in a sum sufficient and providing proceeds available, for the payment of the principal, interest and redemption premium, if any, which are then due; provided that notice of such redemption has been duly given as provided herein or irrevocably provided for.

7.04. Escrow. The City may also at any time discharge its liability in its entirety with reference to the Bond, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to provide funds sufficient to pay all principal and interest to become due on the Bond on or before maturity or, if any Bond has been duly called for redemption or notice of such redemption has been irrevocably provided for, on or before the designated redemption date.

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

#### Section 8. Repeals and Effective Date.

8.01. Repeal. All provisions of other resolutions and other actions and proceedings of the City and this Council that are in any way inconsistent with the terms and provisions of this

Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Resolution.

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

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 10th day of March, 2014.

\_\_\_\_\_

Mayor

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

(SEAL)

EXHIBIT A

UNITED STATES OF AMERICA  
STATE OF MONTANA  
YELLOWSTONE COUNTY

**CITY OF BILLINGS**

SPECIAL IMPROVEMENT DISTRICT BOND, SERIES 2014  
(Special Improvement District No. 1395)

Interest at the rate per annum specified below,  
payable on the 1<sup>st</sup> day of January and the 1<sup>st</sup> day of July  
in each year, commencing January 1, 2015.

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
4.50%	July 1, 2029	March 29, 2014

No. R-1 \$178,000.00

REGISTERED OWNER: ROYAL C. JOHNSON TRUST

PRINCIPAL AMOUNT: ONE HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS  
AND NO/100

FOR VALUE RECEIVED, the City of Billings, Montana (the "City"), will pay to the registered owner identified above, or registered assigns, on the maturity date specified above the principal amount specified above, solely from the revenues hereinafter specified, as authorized by Resolution No. \_\_\_\_\_, adopted March 10, 2014 (the "Resolution"), all subject to the provisions hereinafter described relating to the redemption of this Bond before maturity. This Bond bears interest at the rate per annum specified above from the date of original issue specified above, or from such later date to which interest hereon has been paid or duly provided for, until the maturity date specified above or an earlier date on which this Bond shall have been duly called for redemption by the City Finance Director. Interest on this Bond is payable semiannually on the 1st day of January and the 1st day of July in each year, commencing January 1, 2015, to the owner of record of this Bond appearing as such in the bond register as of the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Interest on and, upon presentation and surrender hereof at the principal office of the bond registrar hereinafter named, the principal of this Bond are payable by check or draft drawn by the Registrar; provided that so long as this Bond is evidenced by a single, fully registered term Bond, it shall not be necessary to present and surrender this Bond for payment of a Mandatory Sinking Fund Payment on a Sinking Fund Payment Date, but the Registrar shall note in the bond register such principal payment. The principal of and interest on this Bond are payable in lawful money of the United States of America. Interest on this Bond shall be

calculated on the basis of a 360-day year composed of twelve 30-day months. The City Finance Director shall initially serve as Registrar for this Bond.

This 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 12, Parts 41 and 42, as amended (the “Act”), and ordinances and resolutions duly adopted by the governing body of the City, including the Resolution, for the purpose of financing a portion of the costs and expenses of making certain local improvements (the “Improvements”) for the special benefit of property located in Special Improvement District No. 1395 (the “District”), funding a deposit to the Special Improvement Revolving Fund (the “Revolving Fund”) and paying costs of issuance of the Bond. The Bond is issuable only as a fully registered bond of single maturities in denominations of \$5,000 or any integral multiple thereof.

This Bond is payable from the collection of a special tax or assessment levied upon all assessable real property within the boundaries of the District benefited by the Improvements, in an aggregate principal amount not less than \$178,000, except as such amounts may be reduced or increased in accordance with provisions of Montana law. Such assessments constitute a lien against the property against which they are made and levied and are to be deposited into the 2014 Special Improvement District No. 1395 Fund of the City (the “District Fund”). The Bond is not a general obligation of the City.

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

This Bond is subject to mandatory redemption on any interest payment date if, after paying all principal and interest then due on this Bond, there are funds to the credit of the District Fund, from the prepayment of assessments levied in the District or from the transfer of surplus money from the Construction Account to the Principal Account or otherwise, for the redemption thereof, and in the manner provided for the redemption of the same. In addition, this Bond will be subject to redemption on any date, at the option of the City, in whole or in part. The redemption price is equal to the principal amount of this Bond to be redeemed plus interest accrued thereon to the date of redemption.

This Bond is subject to redemption on July 1 of the respective years shown below (herein referred to as a “Sinking Fund Payment Date”) and in the principal amounts (hereinafter referred to as a “Mandatory Sinking Fund Payment”) set forth below:

Term Bond			
Sinking Fund Payment Date	July 1 Mandatory Sinking Fund Payment Amount	Sinking Fund Payment Date	July 1 Mandatory Sinking Fund Payment Amount
2015	\$10,000	2023	\$10,000
2016	10,000	2024	10,000
2017	10,000	2025	15,000
2018	10,000	2026	15,000
2019	10,000	2027	15,000
2020	10,000	2028	15,000
2021	10,000	2029	18,000
2022	10,000		

\*Final maturity.

The date of redemption and principal amount of this Bond to be redeemed shall be fixed by the City Finance Director, who shall give notice thereof to the Registrar 45 days prior to the date set for redemption in order for the Registrar to give notice, by first class mail, postage prepaid, to the owner or owners of this Bond at their addresses appearing on the bond register, of the portion thereof to be redeemed and the date on which payment will be made, which date shall not be less than 30 days after the date of mailing of notice. On the date so fixed interest on this Bond or portion thereof so redeemed shall cease to accrue. Upon partial redemption of any Bond, a new Bond will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

At the option of the City, to be exercised on or before the 45th day next preceding each mandatory redemption date, the City may elect to receive a credit in respect to the mandatory redemption obligation for any Series 2013 Bonds of the same maturity and interest rate which prior to such date have been redeemed (other than through the operation of such mandatory sinking fund redemption) and cancelled by the Bond Trustee and not theretofore applied as a credit against any mandatory sinking fund redemption obligation.

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

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

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all things required to be done precedent to the issuance of this Bond have been properly done, happened and been performed in the manner prescribed by the laws of the State of Montana and the resolutions and ordinances of the City of Billings, Montana, relating to the issuance hereof.

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

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

CITY OF BILLINGS, MONTANA

(Facsimile Signature)  
MAYOR

(Facsimile Seal)

(Facsimile Signature)  
CITY FINANCE DIRECTOR

(Facsimile Signature)  
CITY CLERK

Dated:

CERTIFICATE OF AUTHENTICATION

This Bond is delivered pursuant to the Resolution mentioned herein.

CITY OF BILLINGS, MONTANA,  
as Registrar, Transfer Agent, and  
Paying Agent

By \_\_\_\_\_  
City Finance Director

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

TEN COM — as tenants  
in common

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

TEN ENT — as tenants  
by the entireties

under Uniform Transfers to Minors

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

Act .....  
(State)

Additional abbreviations may also be used.

ASSIGNMENT

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

Dated: \_\_\_\_\_

PLEASE INSERT SOCIAL SECURITY  
OR OTHER IDENTIFYING NUMBER  
OF ASSIGNEE:

\_\_\_\_\_  
/

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

SIGNATURE GUARANTEED

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

**Regular City Council Meeting**

**Meeting Date:** 03/10/2014

**TITLE:** Public Hearing and Approval of Resolution Approving and Adopting Budget Amendments for Fiscal Year 2013/2014

**PRESENTED BY:** Patrick M. Weber, Finance Director

**Department:** City Hall Administration

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**PROBLEM/ISSUE STATEMENT**

Throughout FY14, Council has approved the Police, Fire and Teamster contracts which included a previously unbudgeted 2.9% COLA. Council also approved a 2.9% COLA for the nonbargaining employee group. Current revenues or reserves will be used to pay for these costs.

After completion of the FY14 budget, the state retirement authorities passed legislation requiring an additional City contribution for the State Retirement Funds. Current revenues or reserves will be used to pay for these costs.

**Fund 2090 - Building Inspection Fund**

In FY14, the City added another position in the building department to help process plan reviews. The City is experiencing an increase in building permit activity. Current revenues will be used to pay for this position.

**Fund 7090 - Police Programs Fund**

In FY14, the Police Department purchased two drug detection and enforcement dogs for use in police operations. The Police Department did fundraising to pay for this.

**Fund 2250 - Emergency Operating Center 9-1-1 Fund**

In FY13, the 9-1-1 equipment payment was inadvertently made from the Radio Fund, but should have been made from the Emergency Operating Center 9-1-1 Fund. Current revenues will be used to pay for the equipment.

**Fund 1500 - Public Safety Fund, Police and Fire Departments**

On February 10, 2014, the City Council approved the purchase of radios using General Fund reserves.

**Fund 0100 - General Fund, Parks, Recreation and Public Lands Department; Fund 8730 - Park Maintenance District 1 Fund**

The Parks, Recreation and Public Lands department is proposing to increase hourly wage rates for summer seasonal employees to be competitive in the local economy and with other similar service providers in Billings. The concern is that the City will not be able to attract enough applicants this summer to offer the level of services and parks maintenance to which our community is accustomed. The positions included with this amendment are for Parks, Aquatic, Forestry and Cemetery seasonal staff. Without enough seasonal staff the City will have to consider reduced pool hours or facility closures, park restroom closures, less frequent irrigating and mowing, etc. Reserves will be used to pay for the increases. (See PRPL Attachment)

## **ALTERNATIVES ANALYZED**

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

## **FINANCIAL IMPACT**

The requested budget amendments will be funded by current revenues or reserves.

## **RECOMMENDATION**

Staff recommends that the City Council conduct a public hearing and approve the resolution approving and adopting the budget amendments for Fiscal Year 2013/2014.

## **APPROVED BY CITY ADMINISTRATOR**

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Resolution

Exhibit A

PRPL Attachment

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RESOLUTION 14-

A RESOLUTION TO MAKE **FISCAL YEAR 2013/2014** ADJUSTMENTS TO APPROPRIATIONS PURSUANT TO M.C.A. 7-6-4006 AS AMENDED, AND PROVIDING TRANSFERS AND REVISIONS WITHIN THE GENERAL CLASS OF SALARIES AND WAGES, MAINTENANCE AND SUPPORT AND CAPITAL OUTLAY.

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

WHEREAS, based upon a Budget Review (**FY 2013/2014**), it is necessary to alter and change said appropriations.

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

That the attached transfers or revisions are hereby adopted.

(SEE EXHIBIT A)

PASSED AND APPROVED by the City Council, this 10<sup>th</sup> day of March, 2014.

THE CITY OF BILLINGS:

BY: \_\_\_\_\_  
Thomas W. Hanel, MAYOR

ATTEST:

BY: \_\_\_\_\_  
Cari Martin, CITY CLERK

**EXHIBIT A**

**Revenue    Expenditure**

**Fund 0100 - General Fund –City Administration, Municipal Court, Finance, City Attorney, Parks, Recreation, and Public Lands, Code Enforcement, and Human Resources Departments; Fund 1500 - Public Safety – Police and Fire Departments, Fund 2050 - Gax Tax, Fund 2090 - Building Inspection, Fund 2110 - Street and Traffic, Fund 2200 - Fire Programs, Funds 2410, 2420, and 2430 - City Attorney Grants, Funds 2450, 2460, 2480, and 7380 - Municipal Court Grants, Funds 2490, 2510, 2520, 2550, and 2560 - Police Programs, Fund 2400 - City-County Planning, Fund 2600 - City-County Library, Fund 8730 - Park District 1, and Funds 2820 and 2990 - Community Development Grants, Fund 5610 - Airport, Fund 5020 - Water, Fund 5120 - Wastewater, Fund 5210 - Parking, Fund 5710 - Transit, and Fund 5410 - Solid Waste, Fund 6010 - Fleet Services, Fund 606 - Central Telephone, Fund 6200 - Information Technology, Fund 6500 - Facilities Management, Fund 6600 - Public Works Administration, Fund 6700 - Public Works Engineering, and Fund 6300 - Property Insurance.**

Throughout FY14, Council has approved the Police, Fire and Teamster contracts which included a previously unbudgeted 2.9% COLA. Council also approved a 2.9% COLA for the nonbargaining employee group. Current revenues or reserves will be used to pay for these costs.

0100-12120-401140	10,663	2.9% COLA
0100-12200-401140	8,776	2.9% COLA
0100-13130-401110	11,445	2.9% COLA
0100-13140-401110	2,102	2.9% COLA
0100-15120-401110	17,621	2.9% COLA
0100-15430-401110	2,227	2.9% COLA
0100-16110-401110	26,035	2.9% COLA
0100-17500-401110	10,317	2.9% COLA
0100-43210-401110	4,767	2.9% COLA
0100-51100-401140	8,509	2.9% COLA
0100-51120-401110	21,849	2.9% COLA
0100-51140-401110	1,660	2.9% COLA
0100-51210-401110	4,751	2.9% COLA
0100-51210-401110	189	2.9% COLA
0100-51270-401110	4,247	2.9% COLA
0100-51400-401110	2,323	2.9% COLA
0100-51420-401140	4,646	2.9% COLA
1500-21110-401110	24,833	2.9% COLA
1500-21150-401110	17,163	2.9% COLA
1500-21210-401110	34,708	2.9% COLA
1500-21510-401110	204,658	2.9% COLA
1500-21700-401110	30,658	2.9% COLA
1500-21720-401140	57,610	2.9% COLA
1500-22210-401110	20,746	2.9% COLA
1500-22250-401110	304,815	2.9% COLA
2050-31310-401110	1,283	2.9% COLA
2090-44510-401110	13,981	2.9% COLA
2090-44520-401110	10,838	2.9% COLA
2110-31320-401140	71,715	2.9% COLA
2200-22330-401130	406	2.9% COLA
2400-43010-401110	7,303	2.9% COLA
2400-43020-401110	503	2.9% COLA
2400-43030-401110	696	2.9% COLA
2400-43040-401110	2,167	2.9% COLA

2400-43070-401110	1,131	2.9% COLA
2400-43080-401110	2,564	2.9% COLA
2400-43090-401110	1,465	2.9% COLA
2400-43100-401110	2,212	2.9% COLA
2400-43110-401110	1,977	2.9% COLA
2400-43120-401110	618	2.9% COLA
2400-43130-401110	429	2.9% COLA
2400-43150-401110	1,005	2.9% COLA
2410-16210-401110	1,917	2.9% COLA
2420-16220-401110	2,908	2.9% COLA
2430-16230-401110	1,916	2.9% COLA
2450-12570-401110	1,066	2.9% COLA
2460-12530-401110	1,397	2.9% COLA
2480-12620-401110	1,068	2.9% COLA
2490-21960-401110	449	2.9% COLA
2510-21860-401110	1,668	2.9% COLA
2520-21870-401110	556	2.9% COLA
2550-21430-401110	268	2.9% COLA
2550-21430-401110	3,180	2.9% COLA
2560-21610-401120	3,387	2.9% COLA
2600-55110-401110	7,997	2.9% COLA
2600-55120-401110	3,950	2.9% COLA
2600-55130-401110	10,367	2.9% COLA
2600-55140-401110	5,963	2.9% COLA
2600-55150-401110	3,834	2.9% COLA
2600-55160-401110	4,379	2.9% COLA
2600-55170-401110	4,431	2.9% COLA
2600-55180-401110	3,613	2.9% COLA
2820-65810-401110	367	2.9% COLA
2820-66190-401110	2,697	2.9% COLA
2990-65010-401110	1,538	2.9% COLA
2990-65180-401110	1,747	2.9% COLA
2990-66980-401110	1,353	2.9% COLA
5020-73110-401110	6,762	2.9% COLA
5020-73120-401110	15,846	2.9% COLA
5020-73140-401110	4,301	2.9% COLA
5020-74000-401110	44,259	2.9% COLA
5020-75000-401110	31,034	2.9% COLA
5020-77000-401110	2,426	2.9% COLA
5120-83110-401110	4,790	2.9% COLA
5120-83140-401110	1,427	2.9% COLA
5120-84000-401110	33,891	2.9% COLA
5120-84300-401110	8,530	2.9% COLA
5120-85000-401110	20,045	2.9% COLA
5120-87000-401110	2,416	2.9% COLA
5210-15210-401110	2,825	2.9% COLA
5210-15220-401110	3,046	2.9% COLA
5210-15230-401110	1,054	2.9% COLA
5210-15910-401110	980	2.9% COLA
5210-15920-401110	3,838	2.9% COLA
5210-15930-401110	2,032	2.9% COLA
5410-31210-401110	7,086	2.9% COLA
5410-31220-401110	68,171	2.9% COLA
5410-31230-401110	21,575	2.9% COLA

5610-71100-401110	16,237	2.9% COLA
5610-71120-401110	22,378	2.9% COLA
5610-71130-401110	19,764	2.9% COLA
5610-71140-401110	17,857	2.9% COLA
5610-71150-401110	21,592	2.9% COLA
5610-71170-401110	752	2.9% COLA
5710-71410-401110	8,335	2.9% COLA
5710-71420-401110	35,645	2.9% COLA
5710-71430-401110	6,194	2.9% COLA
5710-71440-401110	4,107	2.9% COLA
5710-71470-401110	26,443	2.9% COLA
6010-15500-401110	8,868	2.9% COLA
6010-15520-401110	14,424	2.9% COLA
6010-15530-401110	3,606	2.9% COLA
6010-15550-401110	568	2.9% COLA
6060-19310-401110	2,764	2.9% COLA
6200-19110-401110	11,216	2.9% COLA
6200-19120-401110	17,464	2.9% COLA
6200-19130-401110	7,316	2.9% COLA
6300-17530-401110	2,151	2.9% COLA
6500-15650-401110	2,906	2.9% COLA
6500-15660-401110	2,977	2.9% COLA
6500-15670-401110	2,816	2.9% COLA
6600-31100-401110	19,012	2.9% COLA
6700-31410-401110	45,489	2.9% COLA
7380-12640-401110	1,090	2.9% COLA
8730-51990-401110	3,846	2.9% COLA
	1,641,778	

**Fund 0100 - General Fund – Mayor and City Council, City Administration, Municipal Court, Finance, City Attorney, Parks, Recreation, and Public Lands, Code Enforcement, and Human Resources Departments; Fund 1500 - Public Safety – Police and Fire Departments, Fund 2050 - Gax Tax, Fund 2090 - Building Inspection, Fund 2110 - Street and Traffic, Funds 2410, 2420, and 2430 - City Attorney Grants, Funds 2450, 2460, 2480, and 7380 - Municipal Court Grants, Funds 2510, 2520, and 2550 - Police Programs, Fund 2400 - City-County Planning, Fund 2600 - City-County Library, Fund 8730 - Park District 1, and Funds 2820 and 2990 - Community Development Grants, Fund 5610 - Airport, Fund 5020 - Water, Fund 5120 - Wastewater, Fund 5210 - Parking, Fund 5710 - Transit, and Fund 5410 - Solid Waste, Fund 6010 - Fleet Services, Fund 606 - Central Telephone, Fund 6200 - Information Technology, Fund 6500 - Facilities Management, Fund 6600 - Public Works Administration, Fund 6700 - Public Works Engineering, and Fund 6300 - Property Insurance.**

After completion of the FY14 budget, the state retirement authorities passed legislation requiring an additional City contribution for the State Retirement Funds. Current revenues or reserves will be used to pay for these costs.

0100-11000-401450	531	Additional City retirement contribution
0100-12120-401450	2,089	Additional City retirement contribution
0100-12200-401450	1,719	Additional City retirement contribution
0100-13130-401450	3,300	Additional City retirement contribution
0100-13140-401450	606	Additional City retirement contribution
0100-15120-401450	3,503	Additional City retirement contribution
0100-15430-401450	443	Additional City retirement contribution
0100-16110-401450	5,175	Additional City retirement contribution
0100-17500-401450	2,061	Additional City retirement contribution
0100-43210-401450	941	Additional City retirement contribution

0100-51100-401450	1,633	Additional City retirement contribution
0100-51120-401450	4,192	Additional City retirement contribution
0100-51140-401450	319	Additional City retirement contribution
0100-51210-401450	912	Additional City retirement contribution
0100-51210-401450	36	Additional City retirement contribution
0100-51270-401450	815	Additional City retirement contribution
0100-51400-401450	446	Additional City retirement contribution
0100-51420-401450	891	Additional City retirement contribution
1500-21110-401450	537	Additional City retirement contribution
1500-21150-401450	371	Additional City retirement contribution
1500-21210-401450	751	Additional City retirement contribution
1500-21510-401450	4,427	Additional City retirement contribution
1500-21700-401450	663	Additional City retirement contribution
1500-21720-401450	1,246	Additional City retirement contribution
1500-22210-401450	747	Additional City retirement contribution
1500-22250-401450	10,971	Additional City retirement contribution
2050-31310-401450	251	Additional City retirement contribution
2090-44510-401450	2,780	Additional City retirement contribution
2090-44520-401450	2,155	Additional City retirement contribution
2110-31320-401450	14,188	Additional City retirement contribution
2400-43010-401450	1,377	Additional City retirement contribution
2400-43020-401450	95	Additional City retirement contribution
2400-43030-401450	131	Additional City retirement contribution
2400-43040-401450	409	Additional City retirement contribution
2400-43070-401450	213	Additional City retirement contribution
2400-43080-401450	484	Additional City retirement contribution
2400-43090-401450	276	Additional City retirement contribution
2400-43100-401450	417	Additional City retirement contribution
2400-43110-401450	373	Additional City retirement contribution
2400-43120-401450	117	Additional City retirement contribution
2400-43130-401450	81	Additional City retirement contribution
2400-43150-401450	190	Additional City retirement contribution
2410-16210-401450	382	Additional City retirement contribution
2420-16220-401450	573	Additional City retirement contribution
2430-16230-401450	379	Additional City retirement contribution
2450-12570-401450	208	Additional City retirement contribution
2460-12530-401450	275	Additional City retirement contribution
2480-12620-401450	209	Additional City retirement contribution
2510-21860-401450	329	Additional City retirement contribution
2520-21870-401450	110	Additional City retirement contribution
2550-21430-401450	277	Additional City retirement contribution
2600-55110-401450	1,564	Additional City retirement contribution
2600-55120-401450	773	Additional City retirement contribution
2600-55130-401450	2,028	Additional City retirement contribution
2600-55140-401450	1,167	Additional City retirement contribution
2600-55150-401450	750	Additional City retirement contribution
2600-55160-401450	857	Additional City retirement contribution
2600-55170-401450	867	Additional City retirement contribution
2600-55180-401450	707	Additional City retirement contribution
2820-65810-401450	76	Additional City retirement contribution
2820-66190-401450	559	Additional City retirement contribution
2990-65010-401450	318	Additional City retirement contribution
2990-65180-401450	362	Additional City retirement contribution
2990-66980-401450	280	Additional City retirement contribution
5020-73110-401450	1,352	Additional City retirement contribution
5020-73120-401450	3,167	Additional City retirement contribution
5020-73140-401450	860	Additional City retirement contribution
5020-74000-401450	8,846	Additional City retirement contribution
5020-75000-401450	6,203	Additional City retirement contribution

5020-77000-401450	485	Additional City retirement contribution
5120-83110-401450	961	Additional City retirement contribution
5120-83140-401450	286	Additional City retirement contribution
5120-84000-401450	6,802	Additional City retirement contribution
5120-84300-401450	1,712	Additional City retirement contribution
5120-85000-401450	4,023	Additional City retirement contribution
5120-87000-401450	485	Additional City retirement contribution
5210-15210-401450	579	Additional City retirement contribution
5210-15220-401450	624	Additional City retirement contribution
5210-15230-401450	216	Additional City retirement contribution
5210-15910-401450	201	Additional City retirement contribution
5210-15920-401450	786	Additional City retirement contribution
5210-15930-401450	416	Additional City retirement contribution
5410-31210-401450	1,419	Additional City retirement contribution
5410-31220-401450	13,647	Additional City retirement contribution
5410-31230-401450	4,319	Additional City retirement contribution
5610-71100-401450	3,343	Additional City retirement contribution
5610-71120-401450	4,607	Additional City retirement contribution
5610-71130-401450	4,069	Additional City retirement contribution
5610-71140-401450	3,676	Additional City retirement contribution
5610-71150-401450	4,445	Additional City retirement contribution
5610-71170-401450	155	Additional City retirement contribution
5710-71410-401450	1,635	Additional City retirement contribution
5710-71420-401450	6,993	Additional City retirement contribution
5710-71430-401450	1,215	Additional City retirement contribution
5710-71440-401450	806	Additional City retirement contribution
5710-71470-401450	5,188	Additional City retirement contribution
6010-15500-401450	1,774	Additional City retirement contribution
6010-15520-401450	2,885	Additional City retirement contribution
6010-15530-401450	721	Additional City retirement contribution
6010-15550-401450	114	Additional City retirement contribution
6060-19310-401450	544	Additional City retirement contribution
6200-19110-401450	2,244	Additional City retirement contribution
6200-19120-401450	3,494	Additional City retirement contribution
6200-19130-401450	1,464	Additional City retirement contribution
6300-17530-401450	428	Additional City retirement contribution
6500-15650-401450	573	Additional City retirement contribution
6500-15660-401450	587	Additional City retirement contribution
6500-15670-401450	555	Additional City retirement contribution
6600-31100-401450	3,826	Additional City retirement contribution
6700-31410-401450	9,037	Additional City retirement contribution
7380-12640-401450	213	Additional City retirement contribution
8730-51990-401450	739	Additional City retirement contribution

**Fund 2090 - Building Inspection Fund**

In FY14, the City added another position in the building department to help process plan reviews. The City is experiencing an increase in building permit activity. Current revenues will be used to pay for this position.

2090- 33,543 Wages and benefits

**Fund 7090 - Police Programs Fund**

In FY14, the Police Department purchased two drug detection and enforcement dogs for use in police operations. The Police Department did fundraising to pay for this.

7090- 25,000 25,000 Police drug dog and related training

**Fund 2250 - Emergency Operating Center 9-1-1 Fund**

In FY13, the 9-1-1 equipment payment was inadvertently made from the Radio Fund, but should have been made from the Emergency Operating Center 9-1-1 Fund. Current revenues will be used to pay for the equipment.

2250-22320-409490	155,645	Equipment payment
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**Fund 1500 - Public Safety Fund, Police and Fire Departments**

On February 10, 2014, the City Council approved the purchase of radios using General Fund reserves.

1500-21120-409490	522,727	Radio equipment
1500-22270-409460	308,846	Radio equipment
1500-15100-307515	831,573	Transfer from General to Public Safety
0100-14120-408253	831,573	Transfer from General to Public Safety

**Fund 0100 - General Fund, Parks, Recreation and Public Lands Department; Fund 8730 - Park Maintenance District 1 Fund**

The Parks, Recreation and Public Lands department is looking to increase hourly wage rates for summer seasonal employees to be competitive in the local economy and with other similar service providers in Billings. The concern is that the City will not be able to attract enough applicants this summer to offer the level of services and parks maintenance our community is accustomed. The positions included with this amendment are for Parks, Aquatic, Forestry and Cemetery seasonal staff. Without enough seasonal staff the City will have to consider reduced pool hours or facility closures, park restroom closures, less frequent irrigating and mowing, etc. Reserves will be used to pay for the increases.

0100-51120-401160	14,026	Salaries
0100-51140-401160	1,200	Salaries
0100-51260-401160	5,514	Salaries
0100-51420-401160	960	Salaries
8730-51990-401160	1,134	Salaries

<b>AQUATIC POSITIONS</b>	<b>2013 Wage</b>	<b>2014 Wage</b>
Aquatics Coordinator	\$11.50	\$12.50
Pool Maintenance Supervisor	\$10.50	\$11.50
Pool Manager	\$10.00	\$11.00
Pool Lifeguard	\$8.75	\$9.75
Pool Cashier/Concessions	\$8.00	\$9.00
Swimming Instruction Supervisor	\$10.00	\$11.00
Swimming Instructor	\$8.75	\$9.75
Swim Instructor Assistant	\$8.00	\$9.00
Pool Maintenance	\$8.00	\$9.00

<b>PARKS POSITIONS</b>	<b>2013 Wage</b>	<b>2014 Wage</b>
Park Attendant	\$9.00	\$10.00
Trim Mower Operator	\$10.00	\$11.00
Trash Truck Operator	\$10.00	\$11.00
Restroom Attendant	\$10.00	\$11.00
BOC Office Assistant	\$10.00	\$11.00
Weed Abatement	\$10.00	\$11.00
Urban Forestry Technician	\$11.00	\$12.00
Large Area Mower Operator	\$11.60	\$12.60
Herbicide Applicator	\$12.00	\$13.00

<b>CEMETERY POSITION</b>	<b>2013 Wage</b>	<b>2014 Wage</b>
Grounds Maintenance	\$9.00	\$10.00

<b>FORESTRY POSITION</b>	<b>2013 Wage</b>	<b>2014 Wage</b>
Arborist Technician	\$11.00	\$12.00

**Regular City Council Meeting**

**Meeting Date:** 03/10/2014

**TITLE:** Public Hearing & Agreement Amendment Releasing Oasis Water Park Reserve

**PRESENTED BY:** Tina Volek, City Administrator

**Department:** City Hall Administration

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**PROBLEM/ISSUE STATEMENT**

The City Council created an initiative at its Jan. 13, 2014, meeting to return a \$100,000 reserve for the Oasis Water Park, 543 Aronson Ave., to the Better Billings Foundation so the money could be used to install another waterslide. The reserve, in the form of an Irrevocable Standby Letter of Credit, was required as part of a Funding and Development Agreement with the Foundation, which created the Oasis in conjunction with Harvest Church. The agreement was approved by the Council on Dec. 14, 2009. The City donated approximately 6.7 acres to the Foundation, with the provision that the land and facility revert to City ownership if the waterpark ceased operations as a public aquatic facility. The standby letter of credit could be used for demolition or repairs if the property reverted to the City. The Irrevocable Standby Letter of Credit is backed by a Certificate of Deposit (CD) and the CD's interest goes to pay the costs of the letter of credit. If the letter of credit was released, the Better Billings Foundation could use the CD for other purposes, such as the new slide.

The Foundation already has raised about \$80,000 through donations and a matching grant to fund the slide, which is estimated to cost about \$100,000. Foundation Executive Director Chuck Barthuly has said that no more than \$25,000 of the CD would be used for the slide, with the balance of the money going to a maintenance fund.

The Council may also desire to consider eliminating the deed restriction, i.e. property reversion, which is summarized in Section Three of the attached Development Agreement. There are legal uncertainties and risks to eliminating the deed restriction.

The Parks, Recreation & Cemetery Board held two meetings to discuss the request, one a special meeting on Feb. 6 and the other a regular meeting on Feb. 12. Park Board members asked if the Foundation could obtain a performance bond or other financial instrument that would be less expensive for the Foundation. Mr. Barthuly said the Foundation could not. At the Feb. 12 meeting, the Parks, Recreation & Cemetery Board members voted to recommend that the City Council not approve the release of the letter of credit. Board President Rick DeVore is expected to be present at the March 10 City Council meeting to discuss the recommendation.

**ALTERNATIVES ANALYZED**

The City Council must hold an advertised public hearing and then may:

- Approve an amended Resolution releasing the Better Billings Foundation from the required \$100,000 Irrevocable Standby Letter of Credit and amending the development agreement between the City and Foundation as shown in Attachment A and reflecting only that change.
- Approve an amended Resolution releasing the Better Billings Foundation from the

\$100,000 Irrevocable Standby Letter of Credit, and amending the development agreement, and amending the deed to eliminate the reversion of the property to the City if the Foundation fails to comply with the Development Agreement, as shown in Attachment B.

- Postpone a decision to a date certain and direct further study by staff in the interim.
- Deny the proposal and continue the agreement and letter of credit and deed restrictions as they exist now. The agreement calls for a review by the City's and the Foundation's representatives every 10 years on the anniversary of the agreement's approval.

### **FINANCIAL IMPACT**

There is no immediate financial impact to the City in denying or approving the release of the Irrevocable Standby Letter of Credit. The Foundation has the sole responsibility under the agreement to operate the water park and to indemnify the City from all claims arising by negligent or intentional acts or omissions of the Foundation. However, if the Council decided to approve the release of the Irrevocable Standby Letter of Credit and amend the agreement, it could leave the City in the position of having to either demolish or repair any damage at its own expense if the water park closed, and perhaps operate the facility in the future.

### **RECOMMENDATION**

The Parks, Recreation & Cemetery Board recommends that the City Council deny the request to release the Better Billings Foundation/Oasis Water Park letter of credit.

### **APPROVED BY CITY ADMINISTRATOR**

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Attach A: Release Ltr of Credit and Amend Dev Agmt

Attach B: Release Ltr of Credit, Amend Dev Agmt, Amend Deed

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RESOLUTION NO. 14-

A RESOLUTION AMENDING RESOLUTION NO. 10-19008 ISSUED PURSUANT TO BILLINGS, MONTANA CITY CODE, ARTICLE 22-900; ELIMINATING SECURITY PROVISIONS IN A PREVIOUSLY APPROVED DEVELOPMENT AGREEMENT WITH BETTER BILLINGS FOUNDATION AND DELETING A PROPERTY DESCRIPTION THAT IS NO LONGER NEEDED DISPOSAL, OR LEASE OF CITY PROPERTY, DESCRIBING THE PROPERTY TO BE DISPOSED OF, DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE PROPERTY AND AUTHORIZING CITY OFFICIALS TO PROCEED.

WHEREAS, pursuant to a December 14, 2009, Funding and Development Agreement between the City of Billings and the Better Billings Foundation (BBF), and the subsequent satisfaction of the Funding Contingency in Section Six, page Three of the Agreement, the City desires to dispose of conveyed title to property it owns located within the boundaries of Sahara Park and described as: Amended Plat of Tract 1 of the Amended Plat of Sahara Park, Sahara Sands Subdivision, 2<sup>nd</sup> Filing, and of Sahara Park, Sahara Sands Subdivision, First Filing, located in the NE ¼ of Section 28, T.1N., R.26 E., P.M.M., City of Billings, Yellowstone County, Montana.

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

WHEREAS, the public hearing required by Section 22-902 of the Billings Montana City Code was duly held on the 43<sup>th</sup> 10<sup>th</sup> day of March 2014 ~~September 2010~~; and

WHEREAS the City Council has determined that an Amendment to the December 14, 2009, Development Agreement which eliminates the ongoing performance financial security in Section Nine, pages Three and Four of the Agreement is appropriate ~~disposal and transfer of the property with conditions through deed restrictions is appropriate~~; and

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

- ~~1. That the City staff is authorized to proceed with disposal and transfer by warranty deed of the property described as Amended Plat of Tract 1 of the Amended Plat of Sahara Park, Sahara Sands Subdivision, 2<sup>nd</sup> Filing, and of Sahara Park, Sahara Sands Subdivision, First Filing, located in the NE ¼ of Section 28, T.1N., R.26 E., P.M.M., City of Billings, Yellowstone County, Montana, under the requirements of Section 22-902 of the Billings Montana City Code;~~

1. That Section Nine, page Three and Four of the Development Agreement dated December 14, 2009, shall be Amended to eliminate and delete the alternative performance security options.

APPROVED AND PASSED by the City Council of the City of Billings this ~~13<sup>th</sup>~~ 10<sup>th</sup> day of MARCH, 2014. ~~September 2010.~~

THE CITY OF BILLINGS:

By: \_\_\_\_\_  
Thomas W. Hanel, Mayor

ATTEST:

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

## AMENDED FUNDING AND DEVELOPMENT AGREEMENT

This Amended Funding and Development Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Billings, a Montana municipal corporation (the "City") and the Better Billings Foundation, a Montana nonprofit corporation (the "Foundation").

### Recitals

- A. The Foundation proposes to design a family aquatic center (the "Aquatic Project") and provide for the funding (by donation and/or borrowed funds) of the same on a site presently owned by the City known and named as Sahara Park.
- B. On March 24, 2009, the City Council adopted two alternative Sahara Park Master Plans: Master Plan A and Master Plan B. Master Plan A approves the Aquatic Project Land (described below) as a site for the project and is subject to the contingencies that the Foundation (a) complete this Agreement by September 24, 2009 or after such extension as allowed by the City Council, and (b) demonstrate that it can fund the Aquatic Project (the "Funding Contingency").
- C. The Foundation has obtained that certain Feasibility Study of Ballard\*King and Associates (the "Study") and presented the same to the City Council. Following significant input from the Parks, Recreation and Public Lands' staff, the Foundation has obtained that certain Aquatic Site Plan prepared by Aquatic Excellence (the "Design") and presented the same to the City Council. The Study and the Design are attached as Exhibit A.
- D. The City has required that the adjacent Park Lane (described below) be reserved for use as a neighborhood park rather than for use in the Aquatic Project.
- E. If this Agreement is entered into on or before November 9, 2009 or after such extension as allowed by the City Council and the Funding Contingency is satisfied, the Foundation will construct the Aquatic Project using the Master Plan A design and will operate, manage and maintained the Aquatic Project in a manner similar to other aquatic centers and City park operated, managed and maintained by the City.
- F. The City and the Foundation desire to set forth their respective obligations in connection with the Aquatic Project pursuant to the terms and conditions of this Agreement.

## **Agreement**

In consideration of the foregoing, and in consideration of the mutual promises hereinafter set forth, the parties mutually agree as follows:

1. Site. The City has adopted a Sahara Park Master Plan for the land described on the attached Exhibit B. The portion of such land to be used for the Aquatic Project is highlighted and described more particularly on the attached Exhibit B containing approximately 6.7 acres (the "Aquatic Project Land"). The portion of such land to be used for a neighborhood park is also highlighted and described more particularly on the attached Exhibit B (the "Park Land").
2. Subdivision Plat and Review. The Foundation shall, at its sole expense, complete, as required, a subdivision plat. The subdivision plat shall create two lots and describe the Aquatic Project Land as one lot and the Park Land as one lot in a manner consistent with Section 1 and Exhibit B of this Agreement. The subdivision shall follow the state and local subdivision regulations in effect at the time the subdivision application process is started. The City, as owner and subdivider, or the Foundation, as subdivider, at the election of the City, shall complete the subdivision. Whether the City or the Foundation completes the subdivision, the Foundation shall reimburse the City for any expenses incurred by the City with respect to the completion of such subdivision. Expenses may include, but are not limited to, application and processing fees charged by the City, engineering expenses, and surveying expenses. If the Foundation acts as subdivider, the City shall complete all necessary consents, as owner, and take all other necessary actions to assist the Foundation in completing the subdivision described in this Section.
3. Transfer of Property. Pursuant to City Code Section 22-902, the City shall consider the sale or donation of the Aquatic Project Land to the Foundation and if such sale or donation is approved by the City Council, the City shall transfer the Aquatic Project Land in fee simple by warranty deed to the Foundation and retain the Park Land. The notice required by City Code Section 22-902(2) shall describe the proposed use as a family aquatic facility consistent with the Master Plan adopted by the City Council in Resolution No. 09-18799. The terms of such sale or donation shall also include a (a) condition subsequent in any sale agreement and deed that the Aquatic Project Land shall only be used for the construction and operation of a family aquatic center, and (b) reversion of the land and all improvements in fee simple to the City if the Aquatic Project Land is not continuously used in satisfaction of such condition subsequent.

If the City Council approves a sale or donation of the Aquatic Project Land, until such time as ownership of the property is transferred by warranty deed, the City shall be responsible for all maintenance and control of the property including access by the public consistent with other City park land. When transfer of ownership to the Foundation is accomplished, the Foundation shall be solely responsible for all control, maintenance, and liability for the Aquatic Project Land.

If the City Council does not approve the sale or donation of the Aquatic Project Land, this Agreement is null and void. However, nothing prevents the parties from entering into a subsequent lease agreement concerning this Aquatic Project Land.

4. Design and Specification. The Foundation agrees to contract with licensed design professionals necessary for the preparation of design and specifications for the Aquatic Project. The Foundation shall continuously consult with Park, Recreation and Public Lands' staff and the final design, which shall be substantially similar to the Design, shall be reviewed by the City's Parks, Recreation and Cemetery Board. The Aquatic Project currently proposed to be constructed in phases described as Phase One and Phase Two. This Agreement describes and covers only Phase One. Should this Agreement be executed by the City and the Foundation, Phase Two is planned by the Foundation to include a teaching/exercise pool, climbing wall, expanded deck space and landscaping.
5. Aquatic Project Cost. The Foundation agrees to pay all costs incurred in connection with the design and construction of the Aquatic Project.
6. Satisfaction of Funding Contingency. Within three (3) years from the date of this Agreement, the Foundation shall satisfy the Funding Contingency for Phase One. The Funding Contingency for Phase One shall be deemed satisfied upon the Foundation providing written documentation to the City that it has sufficient case (by donation and/or loan) and in-kind donations equal to the cost of the Aquatic Project which has been established by the Foundation as Four Million Dollars (\$4,000,000.00). Within ninety (90) days following satisfaction of the Funding Contingency, the Foundation shall begin of the construction of the Aquatic Project Phase One as a private owner. If the Funding Contingency is not satisfied, this Agreement shall terminate and become null and void.

7. Construction. The Foundation shall proceed as owner of the Aquatic Project and enter into contracts with licensed professionals, contractors and material providers as may be required for the construction of the Aquatic Project to Completion (as defined in Section 8 of this Agreement). Prior to the commencement of construction and unless waived in writing by the City, the Foundation shall obtain a payment and performance bond equal to the cost of the Aquatic Project. Such bonds shall name the City as the insured.
8. Final Completion. The Aquatic Project shall be complete upon the issuance of a certificate of occupancy (the "Completion"). The Completion shall occur within one (1) year from commencement of construction, unless extended by a writing subscribed to by both parties.
9. Operation, Management and Maintenance. The Foundation, or a single-member limited liability company owned solely by the Foundation, shall operate, manage and maintain the Aquatic Project in a manner similar to other aquatic centers and City parks operated, managed and maintained by the City including, but not limited to, parking areas, sidewalks, fencing and storm water detention. The Aquatic Facility shall be open to the public for a minimum of ten (10) weeks each season. Operation, management and maintenance shall be conducted at the sole expense of the Foundation and the Foundation shall retain all proceeds from the operation of the Aquatic Project for use in furtherance of its tax-exempt purposes. The Foundation shall be responsible for payment of water and all other utilities serving the Aquatic Facility. The Foundation shall have no responsibility to maintain the adjacent Park Land owned by the City. ~~To secure ongoing performance of its obligations under this Agreement, prior to the start of construction, the Foundation shall establish and maintain one or more of the following at its option:~~
  - A) ~~An annually renewed Irrevocable Standby Letter of Credit in the amount of One Hundred Thousand Dollars (\$100,000.00) in the form as provided in the attached Exhibit C. In the event that all improvements (including buildings and accessory structures) and the Aquatic Project Land revert to the City pursuant to Section 4 of this Agreement, an applicable sale agreement, deed or otherwise, the City shall in its sole and singular discretion be entitled and authorized to execute upon and present for payment this Irrevocable Standby letter of Credit up to and including the full amount in order to make repairs or other expenditures to the Aquatic~~

~~Project. The necessity to execute upon this security shall be determined in the sole discretion of the City.~~

- ~~B) Within five (5) years of the last signature date of this Agreement, an interest bearing escrow account in the amount of One Hundred Thousand Dollars (\$100,000.00) created by an escrow agreement. The terms of such escrow agreement shall allow the City to immediately access this money through a written demand to the Foundation without further action nor through litigation should a default in performance under this Agreement occur by the Foundation. The escrow agreement shall be reviewed and approved by the City Administrator or designee to insure the terms reflect immediate access.~~
- ~~C) An annually renewed surety bond or similar performance bond instrument in the amount of One Hundred Thousand Dollars (\$100,000.00).~~

~~The necessity to execute upon any or all of these alternative performance security instruments shall be determined in the sole discretion of the City. The Foundation shall not object to, obstruct, impair, impede, prevent or institute any legal proceeding challenging the execution upon or payment of funds provided in the attached Irrevocable Standby Letter of Credit, or an escrow account and/or the surety performance bond.~~

10. No Joint Entity. This Agreement does not create a partnership, joint venture, joint enterprise, or other joint entity between the City and the Foundation.
11. Mediation and Arbitration. Prior to commencing any litigation concerning this Agreement this parties shall use their respective best efforts to resolve any controversy or claim arising out of or relating to this Agreement or breach thereof by non-binding mediation.
12. Compliance with Laws and Regulations. The Foundation agrees that it will comply with all local, state and federal laws and regulations applicable to the planning, contracting, construction, operation and maintenance and use of all government grants and donated funds concerning the Aquatic Project including, but not limited to, building codes and prevailing wage laws, if applicable, and will indemnify and defend and hold harmless the City from any failure to do so as provided in the indemnification in Section 13 of this Agreement.
13. Indemnification and Insurance. The Foundation shall indemnify, defend and hold harmless the City from and against any and all claims, liabilities, judgments, damages, lawsuits of any type, costs and expenses, including

reasonable attorneys' fees, incurred by the City arising from the negligent or intentional acts or omissions of the Foundation while performing its obligations under this Agreement.

The City shall indemnify, defend and hold harmless the Foundation from and against any and all claims, liabilities, judgments, damages, lawsuits of any type, costs and expenses including reasonable attorneys' fees incurred by the Foundation arising from the negligent or intentional acts or omissions of the City while performing its obligations under this Agreement.

14. Choice of Law and Jurisdiction. Any civil action arising from this Agreement shall be brought in the District Court of the Thirteenth Judicial District of the State of Montana, Billings, Yellowstone County, Montana. The laws of the State of Montana shall govern the rights and obligations of the parties.

15. Duration, Default, Termination and Nonwaiver. This Agreement shall be automatically renewed each year on the original City Council approval date of December 14, 2009, unless either party gives ninety (90) days' written notice that it desires to amend the Agreement. If the parties cannot agree on any amendments, this original Agreement shall remain in effect.

This Agreement shall be reviewed by the parties' representatives every ten (10) years on or near the anniversary date of December 14 for the purpose of determining if the Agreement should be amended to reflect current circumstances concerning the operation and maintenance of the Aquatic Facility.

If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within thirty (30) days after written notice is provided to the defaulting party. The notice shall specify the items to be cured. The non-defaulting party may bring suit for damages, specific performance or any other remedy provided by law. These remedies are cumulative and not exclusive and use of one does not preclude use of the others.

16. Amendment. This Agreement may be amended only in writing subscribed by both parties.

17. Notices and Demands. Any notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or

delivered only if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

as to the City: City of Billings, Montana  
Attn: Tina Volek, City Administrator  
P.O. Box 1178  
Billings, MT 59103

as to the Foundation: Better Billings Foundation  
Attn: Chuck Barthuly  
P.O. Box 50489  
Billings, MT 59105

or at such other address with respect to any party as that party may, from time to time, designate in writing.

18. Entire Agreement. This Agreement contains all terms, conditions and agreements agreed upon by the parties to this Agreement relating to the subject of this Agreement and supersedes all prior agreements, negotiations, understandings or communications, whether written or oral.

In testimony whereof, the parties have hereunto set their hands the date and year first above written.

Better Billings Foundation

By: \_\_\_\_\_  
Its: Chairperson

Attest: \_\_\_\_\_  
Its: Secretary

City of Billings

By: \_\_\_\_\_  
Thomas W. Hanel, Mayor

B

RESOLUTION NO. 14-

~~A RESOLUTION AMENDING RESOLUTION NO. 10-19008 ISSUED PURSUANT TO BILLINGS, MONTANA CITY CODE, ARTICLE 22-900; ELIMINATING SECURITY PROVISIONS IN A PREVIOUSLY APPROVED DEVELOPMENT AGREEMENT WITH BETTER BILLINGS FOUNDATION AND ELIMINATING RESTRICTIONS FROM A PREVIOUS WARRANTY DEED ISSUED IN FAVOR OF BETTER BILLINGS FOUNDATION , DISPOSAL, OR LEASE OF CITY PROPERTY, DESCRIBING THE PROPERTY TO BE DISPOSED OF, DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE PROPERTY AND AUTHORIZING CITY OFFICIALS TO PROCEED.~~

WHEREAS, pursuant to a December 14, 2009, Funding and Development Agreement between the City of Billings and the Better Billings Foundation (BBF), and the subsequent satisfaction of the Funding Contingency in Section Six, page Three of the Agreement, the City desires to dispose of conveyed title to property it owns located within the boundaries of Sahara Park and described as: Amended Plat of Tract 1 of the Amended Plat of Sahara Park, Sahara Sands Subdivision, 2<sup>nd</sup> Filing, and of Sahara Park, Sahara Sands Subdivision, First Filing, located in the NE ¼ of Section 28, T.1N., R.26 E., P.M.M., City of Billings, Yellowstone County, Montana.

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

WHEREAS, the public hearing required by Section 22-902 of the Billings Montana City Code was duly held on the 43<sup>th</sup> 10<sup>th</sup> day of March 2014 ~~September 2010~~; and

WHEREAS the City Council has determined that an Amendment to the December 14, 2009, Development Agreement which eliminates the ongoing performance financial security in Section Nine, pages Three and Four of the Agreement is appropriate disposal and transfer of the property with conditions through deed restrictions is appropriate; and

WHEREAS the City Council has determined that an Amendment to the previously conveyed Warranty Deed to Better Billings Foundation Land LLC dated June 15, 2011, which eliminates previously imposed Warranty Deed Restrictions is also appropriate;

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

- ~~1. That the City staff is authorized to proceed with disposal and transfer by warranty deed of the property described as Amended Plat of Tract 1 of the Amended Plat of Sahara Park, Sahara Sands Subdivision, 2<sup>nd</sup> Filing, and of Sahara Park,~~

~~Sahara Sands Subdivision, First Filling, located in the NE ¼ of Section 28, T.1N., R.26 E., P.M.M., City of Billings, Yellowstone County, Montana, under the requirements of Section 22-902 of the Billings Montana City Code;~~

1. That Section Nine, page Three and Four of the Development Agreement dated December 14, 2009, shall be Amended to eliminate and delete the alternative performance security options.

2. That specific deed restrictions and conditions as referenced in Section Three, page Two of the Development Agreement of December 14, 2009, between the City and the BBF shall be eliminated and deleted from an Amended Development Agreement and shall likewise be eliminated and deleted from the original Warranty Deed dated June 15, 2011, Sections (e) through (h), page One. An Amended Warranty Deed or Release of Deed Restrictions or other similar instrument shall be prepared and executed by the Mayor reflecting this elimination of deed restrictions and shall be thereafter recorded with the Yellowstone County Clerk and Recorder. ~~included in any deed conveying the property to BBF and such restrictions and conditions shall be substantially similar to the following:~~

- ~~a) The property conveyed herein to BBF shall be used solely and exclusively for the construction and continuous, annual operation of a family aquatic facility;~~
- ~~b) Fee Simple ownership of the property shall automatically revert back to the City of Billings if the BBF fails to satisfy the Funding Contingency described in Section 6, Page Three, of the December 14, 2009, Funding and Development Agreement between the City and BBF;~~
- ~~c) Fee Simple ownership shall automatically revert back to the City if the BBF fails to use the property for the construction and continuous, annual operation of an family aquatic facility once the Funding Contingency within the Development Agreement has been satisfied.~~

APPROVED AND PASSED by the City Council of the City of Billings this 43<sup>th</sup> 10<sup>th</sup> day of MARCH, 2014. ~~September 2010.~~

THE CITY OF BILLINGS:

By: \_\_\_\_\_  
Thomas W. Hanel, Mayor

ATTEST:

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

## AMENDED FUNDING AND DEVELOPMENT AGREEMENT

This Funding and Development Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Billings, a Montana municipal corporation (the "City") and the Better Billings Foundation, a Montana nonprofit corporation (the "Foundation").

### Recitals

- A. The Foundation proposes to design a family aquatic center (the "Aquatic Project") and provide for the funding (by donation and/or borrowed funds) of the same on a site presently owned by the City known and named as Sahara Park.
- B. On March 24, 2009, the City Council adopted two alternative Sahara Park Master Plans: Master Plan A and Master Plan B. Master Plan A approves the Aquatic Project Land (described below) as a site for the project and is subject to the contingencies that the Foundation (a) complete this Agreement by September 24, 2009 or after such extension as allowed by the City Council, and (b) demonstrate that it can fund the Aquatic Project (the "Funding Contingency").
- C. The Foundation has obtained that certain Feasibility Study of Ballard\*King and Associates (the "Study") and presented the same to the City Council. Following significant input from the Parks, Recreation and Public Lands' staff, the Foundation has obtained that certain Aquatic Site Plan prepared by Aquatic Excellence (the "Design") and presented the same to the City Council. The Study and the Design are attached as Exhibit A.
- D. The City has required that the adjacent Park Lane (described below) be reserved for use as a neighborhood park rather than for use in the Aquatic Project.
- E. If this Agreement is entered into on or before November 9, 2009 or after such extension as allowed by the City Council and the Funding Contingency is satisfied, the Foundation will construct the Aquatic Project using the Master Plan A design and will operate, manage and maintained the Aquatic Project in a manner similar to other aquatic centers and City parked operated, managed and maintained by the City.
- F. The City and the Foundation desire to set forth their respective obligations in connection with the Aquatic Project pursuant to the terms and conditions of this Agreement.

### Agreement

In consideration of the foregoing, and in consideration of the mutual promises hereinafter set forth, the parties mutually agree as follows:

1. Site. The City has adopted a Sahara Park Master Plan for the land described on the attached Exhibit B. The portion of such land to be used for the Aquatic Project is highlighted and described more particularly on the attached Exhibit B containing approximately 6.7 acres (the "Aquatic Project Land"). The portion of such land to be used for a neighborhood park is also highlighted and described more particularly on the attached Exhibit B (the "Park Land").
2. Subdivision Plat and Review. The Foundation shall, at its sole expense, complete, as required, a subdivision plat. The subdivision plat shall create two lots and describe the Aquatic Project Land as one lot and the Park Land as one lot in a manner consistent with Section 1 and Exhibit B of this Agreement. The subdivision shall follow the state and local subdivision regulations in effect at the time the subdivision application process is started. The City, as owner and subdivider, or the Foundation, as subdivider, at the election of the City, shall complete the subdivision. Whether the City or the Foundation completes the subdivision, the Foundation shall reimburse the City for any expenses incurred by the City with respect to the completion of such subdivision. Expenses may include, but are not limited to, application and processing fees charged by the City, engineering expenses, and surveying expenses. If the Foundation acts as subdivider, the City shall complete all necessary consents, as owner, and take all other necessary actions to assist the Foundation in completing the subdivision described in this Section.
3. Transfer of Property. Pursuant to City Code Section 22-902, the City shall consider the sale or donation of the Aquatic Project Land to the Foundation and if such sale or donation is approved by the City Council, the City shall transfer the Aquatic Project Land in fee simple by warranty deed to the Foundation and retain the Park Land. The notice required by City Code Section 22-902(2) shall describe the proposed use as a family aquatic facility consistent with the Master Plan adopted by the City Council in Resolution No. 09-18799. ~~The terms of such sale or donation shall also include a (a) condition subsequent in any sale agreement and deed that the Aquatic Project Land shall only be used for the construction and operation of a family aquatic center, and (b) reversion of the land and all improvements in fee simple to the City if the Aquatic Project Land is not continuously used in satisfaction of such condition subsequent.~~

If the City Council approves a sale or donation of the Aquatic Project Land, until such time as ownership of the property is transferred by warranty deed, the City shall be responsible for all maintenance and control of the property including access by the public consistent with other City park land. When transfer of ownership to the Foundation is accomplished, the Foundation shall

be solely responsible for all control, maintenance, and liability for the Aquatic Project Land.

If the City Council does not approve the sale or donation of the Aquatic Project Land, this Agreement is null and void. However, nothing prevents the parties from entering into a subsequent lease agreement concerning this Aquatic Project Land.

4. Design and Specification. The Foundation agrees to contract with licensed design professionals necessary for the preparation of design and specifications for the Aquatic Project. The Foundation shall continuously consult with Park, Recreation and Public Lands' staff and the final design, which shall be substantially similar to the Design, shall be reviewed by the City's Parks, Recreation and Cemetery Board. The Aquatic Project currently proposed to be constructed in phases described as Phase One and Phase Two. This Agreement describes and covers only Phase One. Should this Agreement be executed by the City and the Foundation, Phase Two is planned by the Foundation to include a teaching/exercise pool, climbing wall, expanded deck space and landscaping.
5. Aquatic Project Cost. The Foundation agrees to pay all costs incurred in connection with the design and construction of the Aquatic Project.
6. Satisfaction of Funding Contingency. Within three (3) years from the date of this Agreement, the Foundation shall satisfy the Funding Contingency for Phase One. The Funding Contingency for Phase One shall be deemed satisfied upon the Foundation providing written documentation to the City that it has sufficient case (by donation and/or loan) and in-kind donations equal to the cost of the Aquatic Project which has been established by the Foundation as Four Million Dollars (\$4,000,000.00). Within ninety (90) days following satisfaction of the Funding Contingency, the Foundation shall begin of the construction of the Aquatic Project Phase One as a private owner. If the Funding Contingency is not satisfied, this Agreement shall terminate and become null and void.
7. Construction. The Foundation shall proceed as owner of the Aquatic Project and enter into contracts with licensed professionals, contractors and material providers as may be required for the construction of the Aquatic Project to Completion (as defined in Section 8 of this Agreement). Prior to the commencement of construction and unless waived in writing by the City, the

Foundation shall obtain a payment and performance bond equal to the cost of the Aquatic Project. Such bonds shall name the City as the insured.

8. Final Completion. The Aquatic Project shall be complete upon the issuance of a certificate of occupancy (the "Completion"). The Completion shall occur within one (1) year from commencement of construction, unless extended by a writing subscribed to by both parties.

9. Operation, Management and Maintenance. The Foundation, or a single-member limited liability company owned solely by the Foundation, shall operate, manage and maintain the Aquatic Project in a manner similar to other aquatic centers and City parks operated, managed and maintained by the City including, but not limited to, parking areas, sidewalks, fencing and storm water detention. The Aquatic Facility shall be open to the public for a minimum of ten (10) weeks each season. Operation, managements and maintenance shall be conducted at the sole expense of the Foundation and the Foundation shall retain all proceeds from the operation of the Aquatic Project for use in furtherance of its tax-exempt purposes. The Foundation shall be responsible for payment of water and all other utilities serving the Aquatic Facility. The Foundation shall have no responsibility to maintain the adjacent Park Land owned by the City. ~~To secure ongoing performance of its obligations under this Agreement, prior to the start of construction, the Foundation shall establish and maintain one or more of the following at its option:~~

~~A) An annually renewed Irrevocable Standby Letter of Credit in the amount of One Hundred Thousand Dollars (\$100,000.00) in the form as provided in the attached Exhibit C. In the event that all improvements (including buildings and accessory structures) and the Aquatic Project Land revert to the City pursuant to Section 4 of this Agreement, an applicable sale agreement, deed or otherwise, the City shall in its sole and singular discretion be entitled and authorized to execute upon and present for payment this Irrevocable Standby letter of Credit up to and including the full amount in order to make repairs or other expenditures to the Aquatic Project. The necessity to execute upon this security shall be determined in the sole discretion of the City.~~

~~B) Within five (5) years of the last signature date of this Agreement, an interest bearing escrow account in the amount of One Hundred Thousand Dollars (\$100,000.00) created by an escrow agreement. The terms of such escrow agreement shall allow the City to immediately access this~~

~~money through a written demand to the Foundation without further action nor through litigation should a default in performance under this Agreement occur by the Foundation. The escrow agreement shall be reviewed and approved by the City Administrator or designee to insure the terms reflect immediate access.~~

~~C) An annually renewed surety bond or similar performance bond instrument in the amount of One Hundred Thousand Dollars (\$100,000.00).~~

~~The necessity to execute upon any or all of these alternative performance security instruments shall be determined in the sole discretion of the City. The Foundation shall not object to, obstruct, impair, impede, prevent or institute any legal proceeding challenging the execution upon or payment of funds provided in the attached Irrevocable Standby Letter of Credit, or an escrow account and/or the surety performance bond.~~

10. No Joint Entity. This Agreement does not create a partnership, joint venture, joint enterprise, or other joint entity between the City and the Foundation.
11. Mediation and Arbitration. Prior to commencing any litigation concerning this Agreement this parties shall use their respective best efforts to resolve any controversy or claim arising out of or relating to this Agreement or breach thereof by non-binding mediation.
12. Compliance with Laws and Regulations. The Foundation agrees that it will comply with all local, state and federal laws and regulations applicable to the planning, contracting, construction, operation and maintenance and use of all government grants and donated funds concerning the Aquatic Project including, but not limited to, building codes and prevailing wage laws, if applicable, and will indemnify and defend and hold harmless the City from any failure to do so as provided in the indemnification in Section 13 of this Agreement.
13. Indemnification and Insurance. The Foundation shall indemnify, defend and hold harmless the City from and against any and all claims, liabilities, judgments, damages, lawsuits of any type, costs and expenses, including reasonable attorneys' fees, incurred by the City arising from the negligent or intentional acts or omissions of the Foundation while performing its obligations under this Agreement.

The City shall indemnify, defend and hold harmless the Foundation from and against any and all claims, liabilities, judgments, damages, lawsuits of any type, costs and expenses including reasonable attorneys' fees incurred by the

Foundation arising from the negligent or intentional acts or omissions of the City while performing its obligations under this Agreement.

14. Choice of Law and Jurisdiction. Any civil action arising from this Agreement shall be brought in the District Court of the Thirteenth Judicial District of the State of Montana, Billings, Yellowstone County, Montana. The laws of the State of Montana shall govern the rights and obligations of the parties.
15. Duration, Default, Termination and Nonwaiver. This Agreement shall be automatically renewed each year on the original City Council approval date of December 14, 2009, unless either party gives ninety (90) days' written notice that it desires to amend the Agreement. If the parties cannot agree on any amendments, this original Agreement shall remain in effect.

This Agreement shall be reviewed by the parties; representatives every ten (10) years on or near the anniversary date of December 14 for the purpose of determining if the Agreement should be amended to reflect current circumstances concerning the operation and maintenance of the Aquatic Facility.

If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within thirty (3) days after written notice is provided to the defaulting party. The notice shall specify the items to be cured. The non-defaulting party may bring suit for damages, specific performance or any other remedy provided by law. These remedies are cumulative and not exclusive and use of one does not preclude use of the others.

16. Amendment. This Agreement may be amended only in writing subscribed by both parties.
17. Notices and Demands. Any notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered only if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

as to the City:  
Recreation

City of Billings, Montana  
Attn: Mike Whitaker, Director of Parks,  
& Public Lands  
390 North 23d Street  
Billings, MT 59101

as to the Foundation:

Better Billings Foundation  
Attn: Chuck Barthuly  
P.O. Box 50489  
Billings, MT 59105

or at such other address with respect to any party as that party may, from time to time, designate in writing.

18. Entire Agreement. This Agreement contains all terms, conditions and agreements agreed upon by the parties to this Agreement relating to the subject of this Agreement and supersedes all prior agreements, negotiations, understandings or communications, whether written or oral.

In testimony whereof, the parties have hereunto set their hands the date and year first above written.

Better Billings Foundation

By: \_\_\_\_\_  
Its: Chairperson

Attest: \_\_\_\_\_  
Its: Secretary

City of Billings

By: \_\_\_\_\_  
Thomas W. Hanel, Mayor