CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS **February 13, 2017** **6:30 P.M.**

CALL TO ORDER: Mayor Hanel

PLEDGE OF ALLEGIANCE: Mayor Hanel

INVOCATION: Councilmember Brewster

ROLL CALL: Councilmembers present on roll call were:

MINUTES: January 23, 2017

COURTESIES:

- Citizen Award
- Police Department 2016 Annual Awards
- Finance Department - Government Finance Officers Association Distinguished Budget Presentation Award for FY17 Budget

PROCLAMATIONS:

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: #1 ONLY. Speaker sign-in required. (Comments offered here are limited to one (1) minute for one item, or three (3) minutes for multiple items. 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. **Rose Park Pool Operations Building Replacement.** (Opened 01/10/17) Recommend rejecting all bids and directing staff to re-bid.

2. **Compactor.** (Opened 01/31/17) Recommend Tractor & Equipment Co., $468,285.

3. **Dozer.** (Opened 01/31/17) Recommend Tractor & Equipment Co., $645,800.

4. **Excavator.** (Opened 01/31/17) Recommend Tractor & Equipment Co., $214,745.

5. **Front End Loader.** (Opened 01/31/17) Recommend Tractor & Equipment Co., $387,118.

6. **Trucks, Cabs and Chassis with Refuge Compactor Bodies.** (Opened 01/31/17) Schedule 1, Two Rear Load Trucks, Recommend Jack's Truck and Equipment, $439,196; Schedule 2, Three Side Load Trucks, Recommend Montana Peterbuilt, $718,722; Schedule 3, One Front Load Truck, Recommend Montana Peterbuilt, $214,122; Schedule 4, Two Roll Off Trucks, Recommend I-State Truck Center, $301,440.

B. **Change Order #1 - Yellowstone Kelly Interpretive Site, Hardy Construction, Inc**., decreasing amount of contract by $159,193.44 for a new contract price of $348,708.36.

C. **Amendment #28, Runway 10R/28L Shift Project,** Engineering Services Contract, Morrison-Maierle, Inc., $310,025.

D. **Adult Resource Alliance of Yellowstone County Funding Agreement Renewal** for FY17; $34,361.

E. **Consultant Agreement** with Westat to complete the Household Travel Census; $140,000.

F. **Approval** of the assignment and transfer of the West End Hangar Ground Lease from Brian Taylor to Scott and Dana Winchell.

G. **Approval** of Tax Increment Finance District Funds from East Billings Urban Renewal District (EBURD) to help fund a Workforce Housing Needs Assessment; $25,000.

H. **Acknowledge receipt of petition to vacate** a portion of Patagonia Court within Riverfront Point Subdivision, Riverfront Point, LLC, petitioner, and setting a public hearing date of March 13, 2017.

I. **Right-of-Way Easements** with Janice I. Ward for W.O. 16-09, Grand Avenue (between 52nd Street West to 58th Street West).

J. **Acceptance of Donation** to the Fire Department from The Yellowstone County Lodging / Motel Association for personal protective equipment; $5,000.

K. **Acceptance** of Federal Aviation Administration Airport Improvement Program Grant for 2017.

L. **Acceptance** of the 2017 High Intensity Drug Traffic Area (HIDTA) Award from Executive Office of the President, Office of National Drug Control Policy: $221,450.

M. **Approval** authorizing the City to purchase property for W.O. #16-12, 4th Avenue North & Division Street Capacity Improvements; $4,200.

N. **Resolutions relating to Sewer System Revenue Bonds:**

1. **Resolution** amending and restating Resolutions #05-18326, #08-18738, #09-18851, #10-18939, #12-19228 and #13-19250 to provide that the City may use a Surety Bond to fund the reserve requirement for bond issues.

2. **Resolution** relating to $56,505,000 Sewer System revenue bonds, Series 2017; fixing the form and details and providing for the execution, delivery, and security.

O. **Second/Final Reading Ordinance for Zone Change #952:** a zone change from Residential 7,000 (R-70) to Residential 6,000 (R-60) on 23,800 square foot parcel of land, generally located on the southeast corner of the intersection at Avenue D and 13th Street West. Shahan Enterprises, owner; Kolton Knatterud, Territorial Landwork, agent. Approval of the zone change and adoption of the findings of the 10 criteria.

P. **Second/Final Reading Ordinance for Zone Change #953:** a zone change from Residential 7,000 (R-70) to Community Commercial (CC) on a 2.12 acre parcel of land, generally located adjacent to the Kiwanis Bike Path and off Yellowstone River Road. River Park Retirement Court, LLC, DBA River Park Storage (Gerald Klein), owner; Eric Nord, Crist, Krogh and Nord, PLLC, agent. Approval of the zone change and adoption of the findings of the 10 criteria.

Q. **Preliminary Plat Two-Year Extension** for High Sierra Subdivision, 6th Filing; generally located north of Annandale Road and east of Greenbriar Road in the Lake Hills area; setting a new expiration date of February 9, 2019.

R. **Bills and Payroll:**

1. January 9, 2017

2. January 17, 2017

3. January 23, 2017

REGULAR AGENDA:

2. **PUBLIC HEARING AND APPROVAL** of Downtown Billings Partnership Board (DBP) recommendation of a tax increment grant of up to $700,000 to 124 Group LLC for redeveloping the McDonald Building located at 124 N. 29th Street. DBP recommends approval. (Action: approval or disapproval of DBP recommendation.)

3. **PUBLIC HEARING AND RESOLUTION** granting a tax abatement to 7th Avenue Hospitality, LLC, for Home2 Suites by Hilton at 611 7th Avenue North. Staff recommends approval. (Action: approval or disapproval of staff recommendation).

4. **PUBLIC HEARING AND FIRST READING ORDINANCE** allowing hobbyist beekeeping in the City limits. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

5. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Billings Montana City Code (BMCC) Section 7-504, Acceptable Forms of Identification to Pawnbrokers. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

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

COUNCIL INITIATIVES:

ADJOURN:

Additional information on any of these items is available in the City Clerk's Office.
Reasonable accommodations will be made to enable individuals with disabilities to attend this meeting. Please notify Denise R. Bohlman, City Clerk, at 657-8210.

Consent **1. A. 1.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Rose Park Pool Operations Building Replacement - Reject All Bids

PRESENTED BY: Mike Whitaker, Parks, Recreation & Public Lands Director

Department: Parks/Rec/Public Lands

PROBLEM/ISSUE STATEMENT

On January 10, 2017 bids were opened for the purpose of constructing a replacement operations building at Rose Park Pool. This project would replace the existing building damaged by fire in March 2016. There were 7 bidders, Dick Anderson Construction, Inc. was the apparent low bidder with a base bid of $1,856,600.00. This amount exceed the budgeted amount for the project. Two factors contributed to the overage. First, there was a tight construction window to have the new facility ready for the 2017 swimming season and second, a lot of the construction would occur during the winter months, making construction more difficult. The design consultant recommended that City reject these bids and re-bid the project for construction after the 2017 swimming season, which would allow a longer construction period and more favorable weather for the start of construction. The existing structure will not be available for 2017 pool use. Therefore, it is recommended that Council vote to reject all bids and direct staff to re-bid the Rose Park Pool Operations Building Replacement project.

ALTERNATIVES ANALYZED

City Council may:

- Vote to reject all bids and direct staff to re-bid the Rose Park Pool Operations Building Replacement project or;
- Delay action and provide staff with additional direction.

FINANCIAL IMPACT

Funding for this project comes from the City Wide Park District #1 and was approved in FY 2017.

RECOMMENDATION

Staff recommends that the City Council reject all bids and direct staff to re-bid the Rose Park Pool Operations Building Replacement project.

APPROVED BY CITY ADMINISTRATOR

Consent **1. A. 2.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Bid Award - Compactor for the Solid Waste Division, City of Billings Landfill

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

Bids were received on January 31, 2017 to purchase a new compactor for the Solid Waste Division of the Public Works Department. Staff advertised for sealed bids on January 12, January 19 and January 26, 2017. This purchase will replace an existing compactor that is included in the FY 2017 Equipment Replacement Plan (ERP) and the FY 2017 budget for the Solid Waste Division. The City received three bids and Tractor and Equipment was the low bidder.

ALTERNATIVES ANALYZED

City Council may:

- Approve purchasing the new compactor from Tractor and Equipment or;
- Disapprove the purchase and reject all bids. If the new compactor is not purchased, the Public Works Department will be required to continue using the existing unit that is at or near the end of its useful life. Maintenance costs will increase and reliability will decrease.

FINANCIAL IMPACT

Bids were received as shown below:

Vendor	Base Bid	Trade In Value	3-Year Warranty	Base Bid Plus 3-Year Maintenance Plan
Tractor and Equipment	$873,850	$430,000	$24,435	$468,285
Titan	$879,000	$425,250	$62,700	$516,450
Humdinger	$782,705	$285,000	$77,870	$575,575

RECOMMENDATION

Staff recommends that Council award the contract for a new compactor to Tractor and Equipment in the amount of $468,285 that includes the trade of the existing compactor. This includes the new Compactor and a three-year warranty and maintenance plan.

APPROVED BY CITY ADMINISTRATOR

Consent **1. A. 3.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Bid Award - Dozer for the Solid Waste Division, City of Billings Landfill

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

Bids were received on January 31, 2017 to purchase a new bulldozer for the Solid Waste Division of the Public Works Department. Staff advertised for sealed bids on January 12, January 19 and January 26, 2017. This purchase will replace an existing dozer that is included in the FY 2017 Equipment Replacement Plan (ERP) and the FY 2017 budget for the Solid Waste Division. The City received a single bid from Tractor and Equipment.

ALTERNATIVES ANALYZED

City Council may:

- Approve purchasing the new dozer from Tractor and Equipment or;
- Disapprove the purchase and reject all bids. If the new dozer is not purchased, the Public Works Department will be required to continue using the existing unit that is at or near the end of its useful life. Maintenance costs will increase and reliability will decrease.

FINANCIAL IMPACT

bids were received as shown below:

Vendor	Base Bid	Trade In	3-Year Warranty	Base Bid Plus 3-Year Maintenance Plan
Tractor and Equipment	$725,375.00	$102,000.00	$22,425.00	$645,800.00

RECOMMENDATION

Staff recommends that Council award the contract for a new dozer to Tractor and Equipment in the amount of $645,800.00 that includes the trade-in for the existing dozer. This includes the new dozer and a three-year warranty and maintenance plan.

APPROVED BY CITY ADMINISTRATOR

Consent **1. A. 4.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Bid Award - Excavator for the Solid Waste Division, City of Billings Landfill

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

Bids were received on January 31, 2017 to purchase a new excavator for the Solid Waste Division of the Public Works Department. Staff advertised for sealed bids on January 12, January 19 and January 26, 2017. This purchase is included in the FY 2017 Equipment Replacement Plan (ERP) and the FY 2017 budget for the Solid Waste Division. The City received three bids and Tractor and Equipment was the lowest bidder meeting the specifications. Titan Machinery submitted a bid that did not meet the minimum specifications, including reach, capacity and engine size.

ALTERNATIVES ANALYZED

City Council may:

- Approve purchasing the new excavator from Tractor and Equipment or;
- Disapprove the purchase and reject all bids.

FINANCIAL IMPACT

Three bids were received as shown below:

Vendor	Bid Amount	5-Year Warranty	Base Bid Plus 5-Year Maintenance Plan
Titan Machinery	$198,875	included in price	$198,875
Tractor and Equipment	$214,745	included in price	$214,745
RDO	$224,250	included in price	$224,250

Note, there is not a trade in for this unit.

RECOMMENDATION

Staff recommends that Council award the contract for a new excavator to Tractor and Equipment in the amount of $ 214,745. This includes the new excavator and a five-year warranty and maintenance plan.

APPROVED BY CITY ADMINISTRATOR

Consent **1. A. 5.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Bid Award - One New Front End Loader for the Solid Waste Division, City of Billings Landfill

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

Staff received and opened bids on January 31, 2017 to purchase a new front end loader for the Solid Waste Division of the Public Works Department. Staff advertised for sealed bids on January 12, January 19 and January 26, 2017. This purchase is included in the FY 2017 Equipment Replacement Plan (ERP) and the FY 2017 budget for the Solid Waste Division. The City received three bids and Tractor and Equipment (T and E) is the low bidder.

ALTERNATIVES ANALYZED

City Council may:

- Approve purchasing the new front end loader from Tractor and Equipment or;
- Disapprove the purchase and reject all bids.

FINANCIAL IMPACT

Three bids were received as shown below:

Vendor	Bid Amount	5-Year Warranty	Base Bid Plus 5-Year Maintenance
T and E	$387,118.00	Included in price	$387,118.00
RDO	$389,000.00	Included in price	$389,000.00
Titan	$473,950.00	Included in price	$473,950.00

Note, there is not a trade in for this unit.

RECOMMENDATION

Staff recommends that the City Council award the contract for a new front end loader to Tractor and Equipment in the amount of $387,118.00. This includes the front end loader and a five-year warranty and maintenance plan.

APPROVED BY CITY ADMINISTRATOR

Consent **1. A. 6.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Bid Award - Trucks Cabs and Chassis with Refuge Compactor Bodies for the Solid Waste Division, City of Billings

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

Bids were received on January 31, 2017 for a number of new collection trucks for the Solid Waste division of the Public Works Department. Staff advertised for sealed bids on January 12, January 19 and January 26, 2017. The purchases will replace existing vehicles that are included in the approved Equipment Replacement Plan for FY 2017 and are included in the FY 2017 budget for the Solid Waste division. Because the trucks are dissimilar, staff broke the bid into four schedules and will recommend award to the lowest bidder on each one.

Schedule I Two new tandem tilt cab, 2017 or newer model, 62,000 GVW, cab and rear load chassis. Six bids were received and Jack's Truck and Equipment was the low bidder.

Schedule II Three new tandem tilt cab, 2017 or newer model, 62,000 GVW cab and side load chassis with right steer and minimum 27-cubic yard automated refuse compactor body. Twelve bids were received and Montana Peterbuilt was the low bidder.

Schedule III One new tandem tilt cab, 2017 or newer model, 62,000 GVW cab and chassis and 40-cubic yard half pack front load refuse compactor body. Nine bids were received and Montana Peterbuilt was the low bidder.

Schedule IV Two new tandem conventional cab, 2017 or newer model, 62,000 GVW, set-back axle, cab and chassis with chain operated roll-on/roll-off hoist system. Three bids were received and I-State Truck Center was the low bidder.

ALTERNATIVES ANALYZED

The Council may:

- Approve purchasing the units listed above; or
- Disapprove the purchases and reject all bids. If the bids are rejected, the units will not be replaced in a timely manner and the existing units will be used beyond the recommendations of the Equipment Replacement Committee and the Public Works Department. Maintenance costs will increase and reliability will decrease.

FINANCIAL IMPACT

The Solid Waste Division's FY 2017 budget includes adequate funds to replace the vehicles described. The City received bids from various bidders. A 5 year warranty for the engine and transmission is included in the bid. The bid summary is as follows:

Schedule I Two new tandem tilt cab, 2017 or newer model, 62,000 GVW, cab and chassis (rear load).

Company /Body Manufacturer	Base Price for Each of Two Trucks	Warranty for Each Truck	Total Trade for Two Trucks	Total Bid for Two Trucks
Montana Peterbilt / McNielus	$223,563.00	$3,335.00	no trade	$453,796.00
Montana Peterbilt / New Way Cobra	$223,507.00	$3,335.00	$9,000.00	$444,684.00
Montana Peterbilt / Leach	$222,922.00	$3,335.00	$9,000.00	$443,514.00
Jack's Truck and Equipment / Leach	$233,450.00	$2,401.00	$9,000.00	$462,702.00
Jack's Truck and Equipment / New Way Cobra	$231,935.00	$2,401.00	$9,000.00	$459,672.00
Jack's Truck and Equipment / Heil	**$243,697.00**	**$2,401.00**	**$53,000.00**	**$439,196.00**

Two trucks will be purchased and two trucks will be traded in. Trucks 0148 and 0147 will be traded in and both trucks have the same value.

Schedule II Three new tandem tilt cab, 2017 or newer model, 62,000 GVW cab and chassis with right steer and minimum 27-cubic yard automated side loading refuse compactor body.

Company/ Body Manufacturer	Base Price for Each of Three Trucks	Total Trade for Two Trucks	Warranty for Each Truck	Total Bid for Three Trucks
Tri-State Company	$ 255,520.00	$14,000.00	$ 3,782.00	$ 763,906.00
Montana Peterbilt / Scorpion	$ 271,942.00	$45,700.00	$ 3,335.00	$ 780,131.00
Montana Peterbilt / Labrie	$ 280,331.00	$45,700.00	$ 3,335.00	$ 805,298.00
Montana Peterbilt / Wayne	$ 258,485.00	$45,700.00	$ 3,335.00	$ 739,760.00
Montana Peterbilt / Mcnielus	$ 245,580.00	no trade	$ 3,335.00	$ 746,745.00
Montana Peterbilt / Bridgeport	$ 251,516.00	$14,000.00	$ 3,335.00	$ 762,565.00
Montana Peterbilt / Heil	**$ 257,989.00**	**$65,250.00**	**$ 3,335.00**	**$ 718,722.00**
Jack's Truck and Equipment / Bridgeport	$ 261,561.00	$14,000.00	$ 2,401.00	$ 759,763.00
Jack's Truck and Equipment / Heil	$ 265,335.00	$65,250.00	$ 2,401.00	$ 737,958.00
Jack's Truck and Equipment / Curbtender	$ 265,831.00	$45,700.00	$ 2,401.00	$ 758,996.00
Jack's Truck and Equipment / Labrie	$ 288,377.00	$45,700.00	$ 2,401.00	$ 826,634.00

Jack's Truck and Equipment / Scorpion	$ 279,987.00	$45,700.00	$ 2,401.00	$ 801,464.00

Three trucks will be purchased and two trucks will be traded in. Trucks 0168 and 0175 will be traded in for $31,500 and $33,750 respectfully.

Schedule III One new tandem tilt cab, 2017 or newer model, 62,000 GVW cab and chassis and 40-cubic yard half pack front load refuse compactor body.

Company	Base Price for One Truck	Trade for One Truck	Warranty	Total Bid for One Truck
Tri-State Truck and Equipment Inc. / Bridgeport	$ 238,979.50	$25,000.00	$ 3,782.00	$ 217,761.50
Montana Peterbilt / Labrie Wittke	$ 248,114.00	$33,000.00	$ 3,335.00	$ 218,449.00
Montana Peterbilt / McNeilus Meridian	$ 260,465.00	no trade	$ 3,335.00	$ 263,800.00
Montana Peterbilt / McNeilus Atlantic	$ 255,688.00	no trade	$ 3,335.00	$ 259,023.00
Montana Peterbilt / New Way Mammoth	**$ 243,787.00**	**$33,000.00**	**$ 3,335.00**	**$ 214,122.00**
Montana Peterbilt / Bridgeport	$ 247,186.00	$25,000.00	$ 3,335.00	$ 225,521.00
Jack's Truck and Equipment / Bridgeport	$ 258,412.00	$25,000.00	$ 2,401.00	$ 235,813.00
Jack's Truck and Equipment / New Way Mammoth	$ 253,013.00	$33,000.00	$ 2,401.00	$ 222,414.00
Jack's Truck and Equipment / Labrie Wittke	$ 257,341.00	$33,000.00	$ 2,401.00	$ 226,742.00

One truck will be purchased and one truck will be traded in. Truck 0172 will be traded in.

Schedule IV Two new tandem conventional cab, 2017 or newer model, 62,000 GVW, set-back axle, cab and chassis with chain operated roll-on/Roll-off hoist system.

Company	Base Price for Each of Two Trucks	Trade for Two Trucks	Warranty for Each Truck	Total Bid for Two Trucks
Tri-State Truck and Equipment, Inc.	$ 176,417.00	$18,800.00	$ 2,917.00	$ 339,868.00
Motor Power Equipment	$ 163,927.00	$30,000.00	$ 2,886.00	$ 303,626.00
I-State Truck Center	**$ 162,384.00**	**$30,000.00**	**$ 3,336.00**	**$ 301,440.00**

Two trucks will be purchased and two trucks will be traded in. Trucks 0154 and 0155 will be traded in and both trucks have the same value.

RECOMMENDATION

Staff recommends that Council award the bids as follows (trade in allowance and warranty are included):

- Two rear load trucks to Jack's Truck and Equipment for a total of $439,196 (schedule I)
- Three side load trucks to Montana Peterbuilt for a total of $718,722 (schedule II)
- One front load truck to Montana Peterbuilt for $214,122 (schedule III)
- Two roll off trucks to I-State Trucking for a total of $301,440 (schedule IV)

In addition, the existing trucks listed herein will be traded in as part of the bids that were received.

APPROVED BY CITY ADMINISTRATOR

Consent **1. B.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Yellowstone Kelly Interpretive Site - Change Order #1

PRESENTED BY: Mike Whitaker, Parks, Recreation & Public Lands Director

Department: Parks/Rec/Public Lands

PROBLEM/ISSUE STATEMENT

On October 11, 2016, Council awarded a bid to Hardy Construction,Inc. in the amount of $507,901.80 to construct landscape improvements at Yellowstone Kelly Interpretative Site. The Billings Chamber of Commerce has raised funds for the construction of this project in the amount of $449,000.00 in cash on hand and pledges. At the October 11 meeting, staff informed Council that the bid exceeded available funds and some value engineering would be done to align project costs with donations. Change Order #1, which is a deduction of $159,193.44, will adjust the contract price to be within the funding. If approved, the new contract price will be $348,708.36.

Since this Change Order exceeds 10% of the total cost and also exceeds $100,000, the City Administrator does not have signing authority for it and it is submitted to Council for consideration and approval.

ALTERNATIVES ANALYZED

City Council may:

- Approve Change Order #1 for a new contract price of $348,708.36, or;
- Disapprove Change Order #1 and provide guidance to Staff.

FINANCIAL IMPACT

Change Order #1 is a deduction to the contract amount with Hardy Construction, Inc. and therefore will not have a financial impact to the City.

RECOMMENDATION

Staff recommends that Council approve Change Order #1, decreasing the amount of the contract by $159,193.44 for a new contract price of $348,708.36.

APPROVED BY CITY ADMINISTRATOR

Attachments

YKIS Change Order #1

PROJECT: **Yellowstone Kelly Interpretive Site Landscape Improvements**

DATE OF ISSUANCE: **December 6, 2016**

OWNER: **City of Billings**

OWNER PROJ. NO. _____

390 North 23rd Street
Billings, Montana 59101

CONTRACTOR: **Hardy Construction**
420 N 25th Street
Billings, MT 59101

ENGINEER: **SANDERSON STEWART**

ENGINEER PROJ. NO. **15005.02**

ONTRACT FOR: **Landscape Improvements for Yellowstone Kelly Interpretive Site**

You are directed to make the following changes in the Contract Documents.

Purpose of Change Order: **Adjust contract price per unit to match funds raised for project.**

Explanation of Items. **See page two for explanation**

Attachments: **N/A**

CHANGE IN CONTRACT PRICE:

Original Contract Price

$507,901.80

Previous Change Order No. 0

$0.00

Contract Price prior to this Change Order

$507,901.80

Net DECREASE of this Change Order

($159,193.44)

Contract Price with all approved Change Orders

$348,708.36

CHANGE IN CONTRACT TIME:

Original Contract Time

130 days or date

Net change from previous Change Orders

0 days

Contract Time prior to this Change Order

130 days or date

Net INCREASE of this Change Order

0 days

Contract Time with all approved Change Orders

130 days or date

RECOMMENDED:

by: _____ 12/7/16

Sanderson Stewart Date

ACCEPTED:

by: _____ 12/11/2016

Hardy Construction Date

APPROVED:

by: _____

City of Billings Date

PROJECT: **Yellowstone Kelly Interpretive Site Landscape Improvements**

DATE OF ISSUANCE: **December 6, 2016**

Bid Item	Description	Unit	Bid Price	Quantity	Adjusted Unit Price	Unit Price Decrease	Dollar Amount Decrease
	CHANGE ORDER NO. ONE						
106	Grading & Shaping	SF	0.24	50,000.00	0.22	(0.02)	$ (1,000.00)
107	Imported Soil In Place +/- 0.3' (Estimated Quantity +/- 3,000 CY).	LS	24,259.00	1.00	23372.00	(887.00)	$ (887.00)
108	Imported Soil in Place +/- 0.05' Including All Soil In "A" Horizon of Planting Beds and Pits (Estimated Quantity +/- 1,000 CY)	LS	32,552.00	1.00	18552.00	(14,000.00)	$ (14,000.00)
114	Crushed Stone Trail Surfacing, Stabilized With Edge (8/L4.0)	SF	8.40	3,800.00	6.15	(2.25)	$ (8,550.00)
116	Sandstone Tread Staircase (5/L4.2)	LS	1,995.00	1.00	1420.00	(575.00)	$ (575.00)
119	Sandstone Blocks, Drive Edges	LF	94.51	75.00	0.00	(94.51)	$ (7,088.25)
120	Sandstone Block Edge/seatwall at Interpretive Node (5/L4.2)	LF	189.01	40.00	159.03	(29.98)	$ (1,199.20)
122	Sandstone Columns at Grave in Place	LF	214.22	100.00	172.22	(42.00)	$ (4,200.00)
124	Donor Emblems Complete in place	EA	1,030.98	11.00	0.00	(1,030.98)	$ (11,340.78)
125	Donor Plaque Sandstone Wall Mounted (Top), 5 EA 8"x10", 15 EA 5"x7", Complete in Place	LS	13,651.00	1.00	0.00	(13,651.00)	$ (13,651.00)
133	Interpretive Structures, Complete in Place (3/L4.2)(4/L4.2)	EA	5,355.88	4.00	0.00	(5,355.88)	$ (21,423.52)
134	Half Interpretive Structures, Complete in Place (3/L4.2), (4,L4.2)	EA	4,445.32	3.00	0.00	(4,445.32)	$ (13,335.96)
135	Imported Sandstone Boulders 3'x4' Minimum Size	EA	472.53	9.00	0.00	(472.53)	$ (4,252.77)
136	Interpretive Graphic Text, Content, Photos 18x18 Mounted, Complete in Place	EA	1,260.09	12.00	0.00	(1,260.09)	$ (15,121.08)
137	Interpretive Graphic Text Content, Photos, 18x24 Mounted Complete in Place	EA	1,470.11	8.00	0.00	(1,470.11)	$ (11,760.88)

144	Seeding of Slender White Prairie Clover, "Antelope" Dotted Gay Feather, "VNS", Lewis Flax, "Maple Grove" at the Specified Rates And Amounts, In Place	LS	525.00	1.00	275.00	(250.00)	$	(250.00)
145	Planting and Seedbed Maintenance, Care and Warranty May 15, 2017 through October 10, 2017, First year	LS	21,002.00	1.00	0.00	(21,002.00)	$	(21,002.00)
146	Planting and Seeding Maintenance, Care and Warranty, October 11, 2017 through October 10, 2018, Second Year	LS	9,556.00	1.00	0.00	(9,556.00)	$	(9,556.00)
						TOTAL NET DECREASE	$	(159,193.44)

EXPLANATION OF ITEMS

Item No.	
106	Unit price adjusted from .24/SF to .22/SF
107	Unit price adjusted from 24,259/LS to 23,372/LS
108	Unit price adjusted from 32,552/LS to 18,552/LS
114	Unit price adjusted from 8.40/SF to 6.15/SF
116	Unit price adjusted from 1,995/LS to 1,420/LS
119	Removed
120	Unit price adjusted from 189.01/LF to 159.03/LF
122	Unit price adjusted from 214.22/LF to 172.22/LF
124	Removed
125	Removed
133	Removed
134	Removed
135	Removed
136	Removed
137	Removed
144	Unit price adjusted from 525.00/LS to 275.00/LS
145	Removed
146	Removed

Consent **1. C.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Approval of Engineering Fees for Morrison-Maierle for the Runway 10R/28L Shift Project

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

PROBLEM/ISSUE STATEMENT

On April 9, 2012, the City Council approved a five-year contract with Morrison-Maierle, Inc. to provide Civil Engineering services for the Airport, including project designs, surveys, development of project plans, specifications and bidding documents, and construction administration. The five-year term contract is amended each time a project is undertaken, and Amendment 28 for $310,025 includes the services listed above.

This Airport Improvement Program (AIP) funded project will shift Runway 10R/28L 1,000 feet to the west. This project will construct 1,000 feet of runway and taxiway pavement on the west end of the existing runway and taxiway, and then remove 1,000 feet of the existing runway on the east end. The Runway Protection Zone (RPZ) for the east end of Runway 10R/28L will subsequently move 1,000 feet to the west, providing the Airport with 315,000 S.F. of developable land for new cargo ramps and other facilities near the midfield point of the Airport that could not be developed while in the RPZ. The scope of work and associated fees have been negotiated by staff and are acceptable for this engineering work. A copy of the Amendment is on file in the City Clerk's Office.

ALTERNATIVES ANALYZED

City Council may:

- Approve Amendment 28 with Morrison-Maierle, Inc. for the engineering services required for the Runway 10R/28L Shift Project; or
- Decline to approve Amendment 28 with Morrison-Maierle, Inc., and advise staff on how to proceed.

FINANCIAL IMPACT

The total cost of Amendment 28 is $310,025 and will be funded 90% with a Federal Aviation Administration (FAA) AIP Grant and with a 10% local match. The Federal portion will be $279,022.50 and the City's match will be $31,002.50. The project is included in the current budget and local match funds are available in the Airport's Capital account.

RECOMMENDATION

Staff recommends the City Council approve Amendment 28 with Morrison-Maierle, Inc. for the amount of $310,025 to provide the engineering services for the Runway 10R/28L Shift project.

APPROVED BY CITY ADMINISTRATOR

Attachments

Amendment 28

AMENDMENT NO. 28
TO
AGREEMENT FOR ENGINEERING SERVICES
CITY OF BILLINGS AVIATION AND TRANSIT DEPARTMENT

DATED April 9, 2012

This Amendment No. 28 made and entered into this _____ day of February, 2017 by and between the following:

City of Billings, Montana, a Municipal Corporation, PO Box 1178
Billings, Montana 59103, hereinafter designated the OWNER

and

Morrison-Maierle, Inc., 315 N. 25th Street, Suite 102, Billings, Montana 59102,
a private Montana Corporation, hereinafter designated as the ENGINEER

W I T N E S S E T H:

WHEREAS, the OWNER and the ENGINEER have entered into a contract dated April 9, 2012 for ENGINEER to provide engineering services to OWNER for AIP Runway 10R-28L Shift Construction.

WHEREAS, the OWNER has a need for additional engineering services;

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

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the parties hereto agree to amend the April 9, 2012 Agreement, corresponding amendments to this Agreement, and all related exhibits as follows:

ARTICLE 1 - SCOPE OF SERVICES. The following items of work listed below are added and amended by the Amendment 28 for Phase II – Construction Phase, Amendment 28 includes all of the items defined in the original Agreement, plus the following item of work: The ENGINEER shall provide Construction Layout services in accordance with the Master Agreement. Construction Layout includes, but is not limited to, field marking of the following: lines, offsets, pipe inverts, material quantities, preliminary grades, and finished grades, and their associated staking notes. The ENGINEER shall provide the Contractor with a copy of the staking notes in a timely manner.

Engineering fees for providing the scope of work are based on the methods described in Article II of the original agreement.

Scope of Work is amended to include the following Item description:

ITEMS DESCRIPTION

Items for Amendment **28 (Twenty-Eight)**:

The general scope of work is to provide Preliminary and Final Design Engineering, Plans and Specifications, and Contract Grant Management for the proposed Runway 10R-28L Shift, Taxiway H construction, and associated lighting, striping, signage and drainage improvements. This contract will also include the bidding, construction observation and contract grant management.

It is estimated that the design and construction of the project will be done under one engineering contract, one construction contract, and one FAA grant.

The general scope of the design will include, but is not necessarily limited to the following:

- Asphalt runway and taxiway(s) for the Runway 10R-28L shift;
- Design of runway/taxiway striping, LED lighting, and LED signage;
- Design of wind cone and runway guard lights;
- Full design topo survey to include, but not necessarily limited to: utilities, pavements, lighting/signage, existing ground, establishment of control for construction, topo of the area for drainage, etc.;
- Prepare FAA grant application with Sponsor certifications and associated requests for reimbursement for the project;
- Complete FAA quarterly updates and year end and project close out SF 271 financial reports;
- Complete FAA design report;
- Complete FAA close-out report with final financial, Sponsor certifications, and other applicable close-out documentation for FAA and Sponsor audit purposes;
- Include in the specification's Special Provisions a Construction Operations and Phasing Plan to address specific impacts of construction activities on airport operations. The version of AC 150/5370-2F, Operational Safety on Airports During Construction which is in effect as of the date of the Task Order will be used as a guide in preparing the Construction Operations Plan. Coordinate with the FAA Airport District Office as well as airport management and airport users as required to complete the plan. Generally, the FAA ADO will coordinate with and obtain approval from FAA Flight Standards for any special airport operational issues during construction.

Phase I

Phase I work items listed above:

Define project Scope of Work and obtain FAA and Owner approval. Prepare Grant Application, Project Schedule, and attend pre-design meeting with FAA to assure that applicable FAA standards are being applied. Provide plans and specifications for construction. This project will also include design report, construction operation phasing plan, possible SMS, design survey, and 7460. In addition to the pavement construction, this project includes an as-built AGIS survey according to AC 150/5300-18C for As Built Field Data Collection.

Phase II

Phase II work will include providing Construction Administration, Construction Layout, Resident Project Representative (Inspector), and Project Closeout for items identified as Phase I design work.

ARTICLE II - ENGINEERING FEES

The items discussed above are finalized items of work that the Owner and AIP will fund.

Phase I – Design Specifications

The Safety Risk Management (SRM) will be split out of the design fee and only used if the FAA requires a SRM proposal and meeting. The lump sum for the SRM task is **$8,359**. Preparation of design plans and specifications for Phase I, for Amendment **28** will be accomplished for a lump sum fee of **$134,772.** The total lump sum design fee is **$143,131** as per the Method A - Fee Determination as outlined in the original Agreement dated **April 9, 2012**. See Tables 1A for engineering budgets.

Phase II - Construction Phase.

The items discussed above involve the Phase II, Items For Amendment **28** scope of services and will be accomplished at a cost plus fixed fee with a ceiling price not to exceed **$166,894** as per Method B - Fee Determination outlined below. See Table 2A for engineering budgets.

COST SUMMARY OF
Amendment No. 28

Description		Labor & Expenses	Fixed Fee	Total Phase I	Total Phase II
Amendment No. 28					
AIP 056-2017					
PHASE 1 - Design - ITEM 1	TABLE 1A	$126,193	$16,938	$143,131	
PHASE II - Construction Admin. - ITEM 1	TABLE 2A	$147,005	$19,889		$166,894
Subtotal Item 1		$273,198	$36,827		
Total This Amendment					**$310,025**

TABLE 1A

Amendment No. 28
ENGINEERING BUDGET
PHASE 1 - Design - ITEM 1

Engineering Services **PHASE 1 - Design - ITEM 1**		Total Man-hours	Labor Rate	Total
Professional Services for AIP 056-2017		*1,105*	*$102.19*	*$112,919*
Total MU Labor				*$112,919*
Expenses				
Company Vehicle	*$407*			
Commuting, Travel	*$0*			
Technology Charge	*$5,508*			
Vehicle	*$1,300*			
Per diem	*$0*			
Per diem	*$0*			
Equipment Charges	*$1,680*			
Professional Charges	*$4,100*			
Printing, Copies	*$150*			
Telephone, FAX	*$0*			
Photos, Etc	*$0*			
Freight, Postage	*$8*			
Project Supplies	*$120*			
SUBTOTAL	*$13,273*			
Total MU Labor				*$112,919*
Total Direct Expenses				*$13,273*
Total MU Labor & Expenses				*$126,193*
Fixed Fee				*$16,938*
Total Lump Sum for Design Phase				*$143,131*

* Figure is rounded

TABLE 2A

Amendment No. 28
ENGINEERING BUDGET
PHASE II - Construction Admin. - ITEM 1

Engineering Services **PHASE II - Construction Admin. - ITEM 1**		Total Man-hours	Labor Rate	Total
Professional Services AIP 056-2017		*1,151*	*$115.20*	*$132,595*
Total MU Labor				*$132,595*
Expenses				
Company Vehicle	*$824*			
Commuting, Travel	*$0*			
Technology Charge	*$6,786*			
Vehicle	*$4,520*			
Per diem	*$0*			
Per diem	*$0*			
Equipment Charges	*$1,960*			
Professional Charges	*$0*			
Printing, Copies	*$200*			
Telephone, FAX	*$0*			
Photos, Etc	*$0*			
Freight, Postage	*$0*			
Project Supplies	*$120*			
SUBTOTAL	*$14,410*			
Total MU Labor				*$132,595*
Total Direct Expenses				*$14,410*
Total MU Labor & Expenses				*$147,005*
Fixed Fee				*$19,889*
Total Cost Plus Fixed Fee for Construction Phase				*$166,894*

* Figure is rounded

IN WITNESS WHEREOF, the parties hereto have made and executed the Amendment No. **28** this _____ day of February, 2017.

CONSULTANT

Morrison-Maierle, Inc.

BY: Carl J Anderson

DATE: 1/20/17

OWNER

City of Billings

BY: _____

DATE: _____

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

Summary of Agreements for Professional Engineering Services

Description			Labor & Expenses	Fixed Fee	Total
Amendment No. 1	Plunge Pool & Lot Survey				
PHASE 1 - DESIGN - ITEM 1		TABLE 1a	*$55,252*	*$6,101*	$61,353
PHASE II - CONSTRUCTION - ITEM 1		TABLE 2a	*$44,237*	*$5,455*	$49,692
			$99,489	*$11,556*	
Amendment No. 1	Ponds A, B, and C Ponds				
PHASE 1 - DESIGN - ITEM 2		TABLE 1b	*$23,164*	*$3,212*	$26,376
PHASE II - CONSTRUCTION - ITEM 2		TABLE 2b	*$23,984*	*$3,259*	$27,243
Subtotal Item 2			*$47,148*	*$6,471*	
TOTAL Amendment No. 1			***$146,637***	***$18,027***	***$164,664***
Amendment No. 2	Airfield Maintenance Equipment				
PHASE 1 - DESIGN - ITEM 1		Table 1a	*$28,706*	*$3,953*	$32,659
PHASE II - CONSTRUCTION - ITEM 1		Table 2a	*$0*	*$0*	$0
Pavement Condiditon Index Study					
PHASE 1 - Design - ITEM 1		TABLE 1A	*$47,071*	*$6,539*	$53,609
PHASE II - Construction Admin. - ITEM 1		TABLE 2A	*$0*	*$0*	$0
TOTAL Amendment No. 2			***$75,777***	***$10,492***	***$86,268***
Amendment No. 3	2012 Miscellaneous Improvements				
PHASE 1 - DESIGN - ITEM 1		TABLE 1a	*$37,713*	*$5,229*	$42,942
PHASE II - CONSTRUCTION - ITEM 1		TABLE 2a	*$43,240*	*$5,750*	$48,990
TOTAL Amendment No. 3			***$80,952***	***$10,979***	***$91,931***
Amendment No. 4	PFC Airport Wheel Loader				
PHASE 1 - Design - ITEM 1		TABLE 1A	$3,352	$417	$3,769
PHASE II - Construction Admin. - ITEM 1		TABLE 2A	$0	$0	$0
TOTAL Amendment No. 4			***$3,352***	***$417***	***$3,769***
Amendment No. 5	2013 AIP-44 CA				
PHASE 1 - DESIGN - ITEM 1		TABLE 1a	*$69,317*	*$9,246*	$78,562
PHASE II - CONSTRUCTION - ITEM 1		TABLE 2a	*$415,893*	*$53,995*	$469,888
TOTAL Amendment No. 5			***$485,209***	***$63,241***	***$548,450***
Amendment No. 6	Slot 4 - PCC Construction				
PHASE 1 - DESIGN - ITEM 1		TABLE 1a	*$163,094*	*$22,453*	$185,547
PHASE II - CONSTRUCTION - ITEM 1		TABLE 2a	*$135,941*	*$18,061*	$154,003
TOTAL Amendment No. 6			***$299,035***	***$40,515***	***$339,550***
Amendment No. 7	2014 Miscellaneous Improvements				
PHASE 1 - DESIGN - ITEM 1		TABLE 1a	*$24,228*	*$3,040*	$27,268
PHASE II - CONSTRUCTION - ITEM 1		TABLE 2a	*$28,954*	*$3,872*	$32,826
TOTAL Amendment No. 7			***$53,182***	***$6,911***	***$60,094***
Amendment No. 8	Pond D Expand - Outfall Routing Study				
PHASE 1 - DESIGN/STUDY - ITEM 1		TABLE 1a	*$50,635*	*$7,065*	$57,700
PHASE II - CONSTRUCTION - ITEM 1		TABLE 2a	*$0*	*$0*	$0
TOTAL Amendment No. 8			***$50,635***	***$7,065***	***$57,700***
Amendment No. 9	Employee P-Lot				
PHASE 1 - DESIGN - ITEM 1		TABLE 1a	*$44,581*	*$5,980*	$50,561
PHASE II - CONSTRUCTION - ITEM 1		TABLE 2a	*$69,893*	*$9,384*	$79,277
TOTAL Amendment No. 9			***$114,474***	***$15,364***	***$129,838***
Amendment No. 10	AIP 046-2014 Apron Construction				
PHASE 1 - DESIGN - ITEM 1		TABLE 1a	*$83,709*	*$11,868*	$95,577
PHASE II - CONSTRUCTION - ITEM 1		TABLE 2a	*$85,259*	*$11,442*	$96,701
TOTAL Amendment No. 10			***$168,968***	***$23,310***	***$192,278***

Amendment No. 11	West Transfer Parking Lot & Terminal Circle Road			
PHASE 1 - Design - ITEM 1	TABLE 1A	*$49,919*	*$6,573*	$56,492
PHASE II - Construction Admin. - ITEM 1	TABLE 2A	$65,110	$8,622	$73,732
TOTAL Amendment No. 11		**$115,029**	**$15,195**	***$130,224***
Amendment No. 12	AIP 048 - Land, Runway 10R EA			
PHASE 1 - Design - ITEM 1	TABLE 1A	*$0*	*$0*	$0
PHASE II - EA - ITEM 1	TABLE 2A	$131,204	$17,782	$148,986
TOTAL Amendment No. 12		**$131,204**	**$17,782**	***$148,986***
Amendment No. 13	Wetland, Survey & Flood Plane Analysis			
PHASE 1 - Design - ITEM 1	TABLE 1A	*$38,869*	*$5,378*	$44,247
PHASE II - EA - ITEM 1	TABLE 2A	$0	$0	$0
TOTAL Amendment No. 13		***$38,869***	***$5,378***	***$44,247***
Amendment No. 14	Lights-Fence Transfer Lot			
PHASE 1 - Design - ITEM 1	TABLE 1A	*$13,774*	*$1,876*	$15,650
PHASE II - EA - ITEM 1	TABLE 2A	$17,749	$2,339	$20,088
TOTAL Amendment No. 14		***$31,523***	***$4,215***	***$35,738***
Amendment No. 15	Ponds A, B, C Fence			
PHASE 1 - Design - ITEM 1	TABLE 1A	*$12,820*	*$1,731*	$14,551
PHASE II - EA - ITEM 1	TABLE 2A	$10,818	$1,404	$12,222
TOTAL Amendment No. 15		***$23,638***	***$3,135***	***$26,773***
Amendment No. 16	2015 Parking Lot Improvements			
PHASE 1 - Design - ITEM 1	TABLE 1A	*$33,173*	*$4,591*	$37,764
PHASE II - EA - ITEM 1	TABLE 2A	$64,600	$8,683	$73,283
TOTAL Amendment No. 16		***$97,773***	***$13,274***	***$111,047***
Amendment No. 17	Pond D Permitting for Storm Drainage Improvements			
PHASE 1 - Design - ITEM 1	TABLE 1A	*$27,579*	*$3,948*	$31,527
PHASE II - EA - ITEM 1	TABLE 2A	$0	$0	$0
TOTAL Amendment No. 17		***$27,579***	***$3,948***	***$31,527***
Amendment No. 18	AIP 049-2015 Ramp Construction			
PHASE 1 - Design - ITEM 1	TABLE 1A	*$82,152*	*$11,626*	$93,778
PHASE II - EA - ITEM 1	TABLE 2A	$85,694	$11,605	$97,299
TOTAL Amendment No. 18		***$167,846***	***$23,231***	***$191,077***
Amendment No. 19	Pavement Condition Index			
PHASE 1 - Design - ITEM 1	TABLE 1A	*$53,018*	*$7,392*	$60,410
PHASE II - EA - ITEM 1	TABLE 2A	$0	$0	$0
TOTAL Amendment No. 19		***$53,018***	***$7,392***	***$60,410***
Amendment No. 20	AIP 050-2015 Storm Drain Tunneling			
PHASE 1 - Design - ITEM 1	TABLE 1A	*$105,414*	*$14,930*	$120,344
PHASE II - EA - ITEM 1	TABLE 2A	$60,695	$8,260	$68,955
TOTAL Amendment No. 20		***$166,109***	***$23,190***	***$189,299***
Amendment No. 21	AIP 050-2015 Taxilane Construction			
PHASE 1 - Design - ITEM 1	TABLE 1A	*$41,816*	*$5,908*	$47,724
PHASE II - EA - ITEM 1	TABLE 2A	$38,545	$5,302	$43,847
TOTAL Amendment No. 21		***$80,361***	***$11,210***	***$91,571***
Amendment No. 22	AIP 050-2015 Storm Drain Tunneling CA			
PHASE 1 - Design - ITEM 1	TABLE 1A	*$0*	*$0*	$0
PHASE II - EA - ITEM 1	TABLE 2A	$32,116	$4,369	$36,485
TOTAL Amendment No. 22		***$32,116***	***$4,369***	***$36,485***
Amendment No. 23	AIP 050-2015 Pond D Storm Sytem			
PHASE 1 - Design - ITEM 1	TABLE 1A	*$257,789*	*$36,416*	$294,205
PHASE II - EA - ITEM 1	TABLE 2A	$0	$0	$0
TOTAL Amendment No. 23		***$257,789***	***$36,416***	***$294,205***
Amendment No. 24	AIP 052-2016 Pond D Storm Sytem			
PHASE 1 - Design - ITEM 1	TABLE 1A	*$0*	*$0*	$0
PHASE II - EA - ITEM 1	TABLE 2A	$314,170	$43,098	$357,268
TOTAL Amendment No. 24		***$314,170***	***$43,098***	***$357,268***

Amendment No. 25	AIP 054-2016 West Taxilane and Ramp Construction				
PHASE 1 - Design - ITEM 1		TABLE 1A	*$95,723*	*$13,278*	$109,001
PHASE II - EA - ITEM 1		TABLE 2A	$112,941	$15,528	$128,469
	TOTAL Amendment No. 25		***$208,664***	***$28,806***	***$237,470***
Amendment No. 26	2016 West Sanitary Sewer Expansion				
PHASE 1 - Design - ITEM 1		TABLE 1A	*$20,288*	*$2,877*	$23,165
PHASE II - EA - ITEM 1		TABLE 2A	$28,083	$3,858	$31,941
	TOTAL Amendment No. 26		***$48,371***	***$6,735***	***$55,106***
Amendment No. 27	2016 Land Acquisition				
PHASE 1 - Design - ITEM 1		TABLE 1A	*$17,794*	*$0*	$17,794
PHASE II - EA - ITEM 1		TABLE 2A	$0	$0	$0
	TOTAL Amendment No. 27		***$17,794***	***$0***	***$17,794***
Amendment No. 28	AIP 056-2017 RWY 10R/28L				
PHASE 1 - Design - ITEM 1		TABLE 1A	*$126,193*	*$16,938*	$143,131
PHASE II - EA - ITEM 1		TABLE 2A	$147,005	$19,889	$166,894
	TOTAL Amendment No. 28		***$273,198***	***$36,827***	***$310,025***
Sum Total All Amendments					**$4,043,794**

Consent **1. D.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Alliance Mill Levy Funding Agreement

PRESENTED BY: Mike Whitaker, Parks, Recreation & Public Lands Director

Department: Parks/Rec/Public Lands

PROBLEM/ISSUE STATEMENT

The City of Billings annually receives county funding, through the Adult Resource Alliance of Yellowstone County, in support of the senior programs at the Billings Community and Senior Center. This funding agreement is renewed each year and establishes the terms under which the City will receive the funding. The funding allocation for FY 2017 will be $34,361.00.

ALTERNATIVES ANALYZED

City Council may:

- Approve the annual funding agreement, or;
- Disapprove the funding and provide staff with additional guidance.

FINANCIAL IMPACT

The County/Adult Resource Alliance allocation is 11.3% of the Community and Senior Center's total budget.

RECOMMENDATION

Staff recommends that Council approve the funding agreement with Adult Resource Alliance of Yellowstone County for FY 2017 in the amount of $34,361.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

Agreement

AGREEMENT

This AGREEMENT between the Adult Resource Alliance of Yellowstone County (ARAYC) and the City of Billings, is for the provision of the services for persons 60 years of age or older and their spouses according to the following terms.

SECTION 1 GENERAL TERMS

1.1 This agreement will be effective from July 1, 2016 through June 30, 2017. Prior to the completion date, the contract will be reviewed for renewal by ARAYC upon submission of a budget and funding request to ARAYC for the upcoming year by the City of Billings.

1.2 This agreement is for Yellowstone County Senior Mil Levy funding which comes to the Adult Resource Alliance of Yellowstone County and is distributed to senior service providers by the ARAYC with approval by the County Commissioners. As such, these funds are available to match Federal funds or other grants.

1.3 The allocation for this time period will be $34,361. Payments will be made in two amounts. The first payment will be $13,931. The second payment will be made in January and will include the increase from the Senior Mill Levy that was passed in June 2016 and will be $20,430. This amount includes $2,400 that is considered rent for the kitchen and dining room space for the Senior Dinner Program meal site. The remainder of the funds will be used to support the Senior Center program expenses. It is understood that ARAYC will pay for ½ of the repairs to the kitchen equipment owned by the city, which we use provided there is notification of necessary repairs before they are made. See attached list of these items.

1.4 This agreement may be modified by a written amendment signed by an authorized representative of both parties, and attached to the original of this contract.

1.5 Either party, without cause, may terminate this agreement by written notice sixty (60) days in advance.

SECTION 2 REPORTS AND RECORDS

2.1 All financial and supporting documents regarding the use of these funds shall be available at anytime to the ARAYC upon request from the ARAYC auditor.

2.2 Information regarding participation of seniors will be available upon request.. This may include name and birthdate of participants that may be needed for federal reports.

SECTION 3 REPRESENTATIVE

3.1 The ARAYC representative shall be Bea Ann Melichar, Executive Director or her representative. The City of Billings representative shall be the Parks, Recreation and Public Lands Director or his representative.

SECTION 4 SENIOR NEWS

4.1 The monthly ARAYC publication, "Senior News", shall be available to all participants of the center and is not subject to their membership in any organization. News specific to the Billings Community Center shall be included in the publication each month and will follow guidelines established by ARAYC for setup, font size and content with upcoming events, activities and speakers featured. News is subject to review and editing by the ARAYC Executive Director and or her designee. Refer to the schedule sent out the first of each year for the date of submittal of the information. There will be a charge for additional space in the Senior News. Notification will be given when the schedule changes.

SECTION 5 TRAINING/PLANNING MEETINGS

5.1 A representative of the Billings Community Center will attend planning or training meetings as necessary in relationship to these funds, provided there is adequate notification of such meetings. This includes the Senior Center Board and Officers meetings that are held with 4 – 6 times per year.

SECTION 6 IDENTIFICATION ON PUBLICATIONS

6.1 Any written materials the Billings Community Center produces that lists the sources of funding for their program shall also include the Adult Resource Alliance of Yellowstone County.

This AGREEMENT is hereby signed and entered into by both parties:

Bea Ann Melichar Date 12/6/16
Bea Ann Melichar, Executive Director

_____ Date _____
City of Billings Representative

Items that are in the Billings Community Center Kitchen:

Owned by the City of Billings

1	60" Vulcan Hart 6 burner electric range with 24" griddle Double ovens and salamander, 208 volt, 3 phase
1	Maple baker table
2	Blodgett Convection Ovens
1	Three Compartment Sink / drainboards and lever drains
1	Ice Machine
1	Pepsi Cooler

Consent **1. E.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Consulting Agreement with Westat - Travel Demand Census

PRESENTED BY: Wyeth Friday

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

The Travel Demand Census is a project that will collect the necessary data for the development of a Multi-modal Travel Demand Model (TDM). The development of a TDM will allow for in-house traffic modeling of existing and future transportation systems based on local data. Currently, the Billings Metropolitan Planning Organization (MPO) Travel Demand Model is maintained by the Montana Department of Transportation. The model does not assess conditions to the degree desired to evaluate modal shifts, development impacts and transportation project impacts at the local level. The local model will also include transit and bike/ped considerations that are not currently available with the MDT model.

In September of 2016, the Planning Division solicited proposals from qualified consultants to complete the travel census. Three proposals were received and reviewed by a selection committee including City, County, and Montana Department of Transportation staff. The consultant selected was Westat from Rockville, Maryland. The UPWP budgeted amount for this census was $70,000. During negotiations with Westat, the Montana Department of Transportation proposed increasing the budget to $140,000 that would allow for additional surveys to be completed and include the entire County. MDT agreed to fund the additional $70,000 to complete the project.

This project is identified in the 2017 Billings Urban Area Unified Planning Work Program (UPWP). The UPWP is developed each year and identifies tasks to be completed through the use of Federal Planning dollars allocated to the Metropolitan Planning Organization. This project will require a Scope of Work and Documentation package to be completed within 10 months of contract signing.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the consultant agreement as proposed
- Not approve the consultant agreement (not approving the agreement means the City Council is not approving completion of a funded project in the 2017 UPWP that was already approved by the Policy Coordinating Committee)
- Direct staff to negotiate specific changes with Westat and return a revised agreement

FINANCIAL IMPACT

The estimated cost of this study is $140,000.00. The costs are detailed in Exhibit B of the consultant agreement. The source of funding is through a 50/50 cost share between the Billings Urban Area Metropolitan Planning Organization's Federal PL (planning) funds and the Montana Department of Transportation.

RECOMMENDATION

Staff recommends that the City Council approve the Consultant Agreement with Westat to complete the Household Travel Census.

APPROVED BY CITY ADMINISTRATOR

Attachments

Consultant Agreement

CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and Westat located at 1600 Research Boulevard, Rockville, Maryland, 20850-3129, hereinafter referred to as "**CONSULTANT**."

WITNESSETH:

WHEREAS, the **CITY** proposes to collect data necessary for the future development of a Billings MPO Multi-Modal Travel Demand Model and wishes to engage a research consulting firm to design, test and implement the survey and desires to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

WHEREAS, the **CITY** has authority to contract for such services, and;

WHEREAS, the **CONSULTANT** represents that he/she is fully qualified to perform such services personally and is in compliance with the Montana Statutes relating to the provisions of such services.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE: CITY** agrees to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof. In performing these services, the **CONSULTANT** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. **TERM:** This **AGREEMENT** shall be for a period of ten-months, from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended for 1-three month option by mutual agreement of both parties, in writing, thirty (30) days prior to termination.

3. **PAYMENT**: In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a price not to exceed $140,000.00 as described in the Project Cost attached hereto as Exhibit "B".

In the event scope of work issues arise, the **CONSULTANT** shall immediately discuss them with the Project Manager for the **CITY**. It is understood that the Consultant will not perform any work that the **CITY** deems outside the scope prior to receiving written approval from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

CONSULTANT, shall invoice City monthly for the percentage of the work completed by the **CONSULTANT. CITY** shall pay undisputed invoices within thirty (30) days of the invoice date and may deduct five percent (5%) from each pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final invoice by the **CITY**, and determination has been made by the **CITY** that the scope of work has been satisfactorily completed.

4. INDEPENDENT CONTRACTOR STATUS: The parties agree that **CONSULTANT** is an independent Contractor for purposes of this **AGREEMENT** 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.

5. INDEMNITY AND INSURANCE:

A. The Consultant shall not indemnify, defend, save and hold Billings 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 Billings occurring during the course of or as a result of the performance of the **AGREEMENT**.
B. The Consultant agrees to indemnify the City, its officers, agents and employees from any and all losses, damage and liability resulting from any negligent act, error, or omission on the part of Consultant or its agents or employees.
C. Where lawsuits or liability, including attorneys' fees and costs are caused by the wrongful or negligent act of both Billings and the Consultant, the Consultant shall indemnify Billings harmless from only that portion of 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 negligent acts, errors, or omissions occurring as a result from the Consultant's performance pursuant to this **AGREEMENT**.
D. The **CONSULTANT** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONSULTANT** shall furnish the **CITY** with proof of insurance in accordance with this Section.

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 -- $1,000,000 per accident, using KLJ's umbrella insurance for up to an additional $500,000 per accident if needed.
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, except for cancellation due to non-payment and Worker's Compensation. CONSULTANT may use an Excess Limits policy that drops down and follows form to meet the required insurance limits.

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.

6. **AGREEMENTS OF CONSULTANT:** As an inducement to the execution of this **AGREEMENT** by the **CITY** and in consideration of the agreements to be performed by the **CITY**, the **CONSULTANT** agrees that:

A. Qualifications

The **CONSULTANT** is qualified to perform the services to be furnished under this **AGREEMENT** and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.

B. Solicitation of Agreement

The **CONSULTANT** has not employed any person to solicit this **AGREEMENT** and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this **AGREEMENT**.

C. Facilities and Personnel

The **CONSULTANT** has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

D. Subcontracting

None of the work or services covered by this **AGREEMENT** shall be subcontracted without the prior approval of the **CITY**.

E. Affidavits of Compliance

The **CONSULTANT** will, if requested by the **CITY**, furnish the **CITY** affidavits certifying compliance with the provisions of this Section.

7. AGREEMENTS OF CITY:

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the City of Billings' portion of the project as designated in the scope of work.

B. Name a Project Manager who shall be the liaison between the Consultant and the City of Billings. For this project, the Project Manager for **CONSULTANT** designated is Jesse Casas and the Project Manager for **CITY** designated is Scott Walker.

8. NONDISCRIMINATION:

A. The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The **CONSULTANT** will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The

CONSULTANT agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. The **CONSULTANT** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

C. The **CONSULTANT** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.

D. The **CONSULTANT** shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such sub-consultant or vendor of the **CONSULTANT** under this **AGREEMENT**.

E. The **CONSULTANT** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination (Exhibit "C").

9. **PERMITS, LAWS, AND TAXES:** The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the **CONSULTANT** under this **AGREEMENT** shall comply with all applicable statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.

10. **NONWAIVER:** The failure of either party at any time to enforce a provision of this **AGREEMENT** shall in no way constitute a waiver of the provision, nor in any way affect the validity of this **AGREEMENT** or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

11. **DECLARATION OF NO FINANCIAL INTEREST:** The **CONSULTANT** hereby declares that he does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property described in Section 1 or in its sale, or any other interest, whether or not in connection with the property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this **AGREEMENT**, any person having any such interest. Until the property is acquired by the **CITY** or excluded from its project by resolution of its governing body, the **CONSULTANT** and any employees of the **CONSULTANT**, so long as they are employed by the **CONSULTANT**, will not acquire any such interests and will not, for their own account or for other than the **CITY**, negotiate for any of the property, perform services in connection with the

property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the property.

12. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure 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.

13. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.

14. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.

15. **TERMINATION OF AGREEMENT:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**. If one of the parties fails to comply with the terms and conditions of the Agreement, written notice may be provided describing the default. If the defaulting party fails to cure and correct the claimed default within a reasonable period specified in the notice, the non-defaulting party may terminate its services under the Agreement.

    In the event the **CITY** terminates this **AGREEMENT**, the **CONSULTANT** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.

16. **ENDORSEMENTS:** The **CONSULTANT** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.

17. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request. CONSULTANT shall not be liable for modifications to documents prepared by CONSULTANT which are made without CONSULTANT's advice after delivery to CITY, nor shall CONSULTANT be liable for their use in projects other than the Project outlined within this Agreement.

18. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**.

19. **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**. Pre-existing works created by CONSULTANT outside of the services for CITY but utilized in connection with such services shall continue to be owned by CONSULTANT.

20. **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 **AGREEMENT** 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.

21. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this **AGREEMENT** to retain an attorney to enforce any of the terms or conditions of the **AGREEMENT** or to give any notice required herein, then each Party shall be responsible for its own reasonable attorney's fees and costs.

22. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** 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 **AGREEMENT** or the performance of its terms.

23. **MODIFICATION AND AMENDMENTS:** That any amendment or modification of this **AGREEMENT** 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 **AGREEMENT**.

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

CITY OF BILLINGS, MONTANA

By_____
THOMAS W. HANEL,
MAYOR

APPROVED AS TO FORM:

By_____
BRENT BROOKS, CITY Attorney

Westat
CONSULTANT (Print Name Above)

By Frances D Bents

Print Name FRANCES D. BENTS

Print Title Vice President

EXHIBIT A
SCOPE OF SERVICES

Billings/Yellowstone County Household Travel Survey
Draft Scope of Work

Project Schedule

Westat will hold a project kick-off meeting in Billings to discuss and finalize the project approach, present the data items that will be collected, provide a presentation of the public outreach approach, the sample plan, data collection process, and the QA/QC process. Westat has found through experience that the kick-off meeting often reveals factors that influence the project schedule development. As such, Westat will work with the MPO to establish a data-collection schedule during the kick-off meeting. The schedule will guide the development of the Project Work Plan which will be delivered within the first three weeks of the contract period. Westat commits to completing all work on the project within 10 months of the signing of the contract.

Overview

The following describes the proposed work to be performed by Westat, Inc. (Westat) for the Billings Household Travel Survey (HTS) conducted to support the future development of the Billings Metropolitan Planning Organization (MPO) Multi-modal Travel Demand Model (TDM).

The Westat team will use its experience, coupled with guidance from the MPO, to develop a survey program which allows for the collection of data required to develop the TDM. Our design includes a survey supported through Westat's integrated GeoSurvey / TripBuilder™ web-based platform, supporting both web-based, self-administered and computer-assisted telephone interviews (CATI) for the collection of basic demographic and household-level and person-level data as well as individual travel behaviors. Data from each household and person will be collected for randomly assigned 24-hour periods for a sample of 1,100 households (representing approximately 1.7% of approximately 65,000 households in Yellowstone County.

The design will include a sampling plan developed using industry standard Address-Based Sampling (ABS) to ensure a proportionally representative final dataset. The proposed approach will utilize innovative technologies including a public website as a participation portal and the provision of a smartphone application compatible with most Android and iPhone models. The survey will collect data items for each person of age 5 and older in the household, including the travel behavior data for a 24-hour period (3:00 AM – 2:59 AM). Finally, Westat will coordinate with the MPO to develop a public outreach and communication strategy to ensure the potential participants in the planning area are informed and assured of the legitimacy of the survey effort. The following sections provide further detail of this design.

Sampling

The Westat team will use an address-based sample (ABS) selected from the United States Postal Service Residential Delivery File. Using ABS allows for improved coverage of all types of

households with respect to telephone status (non-telephone, landline only, cell phone-mostly, and cell phone-only households). Westat will use a recruitment process that makes first contact with each household by mail using the sampled address and encourages them to participate online. This approach has been used as an industry standard for the past decade due to the decline in the effectiveness of random digit dial (RDD) telephone approaches as a result of the concurrent decline in landline telephone ownership. To draw a random sample from the frame in a way to minimize bias, the address-based frame will be stratified using Census tract-level characteristics from the latest 5-year American Community Survey (ACS) estimates.

Westat will select addresses proportionally throughout Yellowstone County based on each city's/town's/municipality's number of households to the total households in the county. This will provide adequate geographic representation of the survey. In addition, Westat in coordination with The City, will develop demographic-level targets based on the most recent ACS (5-year) distributions such as household size (1-person; 2-person; 3-person; 4+ person households); vehicle availability (0-vehicle; 1-vehicle; 2-vehicle; 3+ vehicles); workers in the household (0-worker; 1-worker; 2-workers; 3+ workers); and income (categories to be determined based on most appropriate distribution for the county).

Using the categories above, these targets can also be developed based on a cross-classification basis such as 1-person/1-vehicle household, 2-person/1-worker household, 4+ person/2-vehicle households, etc. Typically, income is not cross-classified with another variable since some of the variables, such as number of workers and vehicles available, are sometimes used as surrogates to income. In cells where the percentage (incidence) is very low, for example 4+ person households/0-vehicles available, the cell is combined with other adjoining cells and a target is established on the combined cells. Westat will recommend which cells should be combined and will be documented in the sampling plan for The City's review and approval.

Survey Design and Administration

Westat will utilize a survey platform which has been applied in numerous prior survey efforts. The platform is customizable and nimble allowing for the addition or subtraction of elements to fit the needs of each survey effort.

Survey participation via web will be encouraged with a help desk available for households requiring CATI assistance. Survey participants will be guided through the survey process via a series of communications that are delivered via mail, email, text message, and a smartphone application, when applicable. The method of delivery for all such contacts or reminders will be based on participant preferences as collected during the initial recruit interview. Communications will include:

- The invitation letter informing participants about the survey, referring them to the public website and providing them with a unique, randomly generated PIN to access the survey, and asking for their participation
- A reminder on the day prior to the assigned travel day to note their travel/use the smartphone app

- A reminder on the day after the travel day to report or confirm travel online
- A subsequent reminder if travel is not reported or confirmed within a specific time period
- Interviewer-assisted telephone support as needed to complete the survey

Households will be offered a 1 in 110 chance to win a $100 incentive (10 $100 drawings among 1,100 responding households) in order to increase participation in the recruitment and retrieval surveys. Experience has shown provision of incentives increases self-report rates significantly and reduces overall costs to the project.

The public website will provide participants with more in-depth information about the survey, provide links to the MPO webpage, answer frequently asked questions, and provide the PIN entry point for taking part in the survey. It will also host any press coverage links and news about the survey. Once recruited, households will be able to download and print travel logs (for non-smartphone app participants), learn about the smartphone application, and return to report travel via the PIN entry point. The public website will utilize responsive design to allow for ideal sizing and layout to accommodate all frequently used screen resolutions and sizes, including smartphones, tablets, laptops and desktops.

Similar to the public website, the GeoSurvey/TripBuilder™ platform works fluidly across multiple screen sizes and has been built using security best practices to protect participant data privacy using advanced encryption techniques. Surveys in both modes use common underlying questions, branching, formatting, and logic checks. Collection of household travel details will be accomplished by using either Westat's GPS enhanced digital travel log, (i.e., the DailyTravel smartphone app) or using Westat's TripBuilder™ Web tool or a combination of both. Participants will be offered the use of DailyTravel for tracking travel on the assigned travel day.

DailyTravel users will be provided a link to download and install the app based on the type of smartphone they own. After activation, the app will begin automatically detecting trips and places (stops) beginning on the assigned travel day. Participants will be prompted to provide trip details in the app during the course of the day. App users will have the opportunity to review and confirm their travel details in TripBuilder. Non-smartphone app participants will use TripBuilder which provides an integrated online map enabling real-time geocoding and main roadway routing (i.e., main road used) to collect accurate travel details via a browser. Travel information for these users is collected in two steps with an initial reporting of a sequential list of visited places with arrival times, departure times, and geocoded location. After this initial list of visited places is complete, elements like mode of travel, vehicle used, place type, place activity, location information, and travel companions are then added to the 'frame' of the places visited in the second step. This two-step process allows for accurate collection of places visited before more burden is introduced, and better guarantees complete and accurate reporting. The tool also automatically imports shared places from other household members thereby reducing the burden for others to report.

Typical model specifications require that sampled households have all their members listed along with basic attributes such as age (or age group), student and worker statuses and typical work and school locations; it is also common to have household vehicles enumerated. A valid trip survey record contains the following information: origin zone, destination zone, trip purpose from, trip

purpose to, trip start and end times, travel mode, traveling party size and household companions. In some cases, data imputation may be used to preserve survey records. A file showing all survey data elements will be developed and reviewed with MPO staff. This file will contain questions, answer choices, ranges, and logic for asking the question. The document will serve as the basis for survey instrument development and as the source against which data results will be checked during the quality assurance stage of the data deliverable generation.

A household will be considered complete if it has demographic and travel information collected for all household members of age 5 and older. At a minimum, for use in model development, each record will contain information for the origin zone, destination zone, trip purpose from, trip purpose to, arrival time, departure time, and mode (trip records); home location, household size, and vehicles owned (household record), and worker status (person record). These data elements will be required to consider a household complete. Non-essential data elements that are missing will not disqualify a household as a complete.

On a continuous basis during data collection and on a cumulative basis at its conclusion, data preparation staff will perform a series of automated edits, range checks, consistency checks, and problem resolution to monitor, correct, and update the data. These measures will check the operation of the survey instrument, the writing of data to the database variables, the use of response categories by interviewers/respondents, the assignment of case result codes, and the qualitative notes recorded in the survey and on paper by telephone staff. In addition, data preparation staff will determine whether interviewers and respondents are consistently recording complete and meaningful travel information. This information will be used to provide feedback to the telephone operation as appropriate and to complete data retrieval with self-respondents as needed.

Reporting and Deliverables

During the course of the survey development and data-collection, the Westat project manager will provide weekly email updates to the MPO planning staff regarding key milestones, schedule adherence, recruitment and retrieval levels, and general data collection metrics including distributions of the sample by income, age, HH Size, HH Workers, and other variables of interest to the MPO.

After the conclusion of data collection the Westat team will provide fully documented data files (i.e., datasets). These files and the associated documentation and analytic results will be designed for use by the MPO while developing the travel demand model. Westat will prepare a final report and a fully documented set of edited data files.

The final report will provide a detailed description of the study objectives, methodology, and results. It will also describe the background for the study and describe the research design, sampling and weighting procedures, data collection procedures, data editing specifications and methodology and the results of the survey.

After the final report is delivered, Westat will provide a brief presentation to the Technical Advisory Committee. Westat will coordinate with the MPO on the presentation contents and format.

Final Electronic Data Files

All data files will be audited to ensure that each variable contains only valid values and that questionnaire responses are consistent with the skip patterns designed into the instruments. Prior to delivery, Westat will audit the data to ensure that key relationships among values are consistent and apply a number of automated edit checks for the plausibility of data. A data management specialist will then review the data to determine whether there is a correctable data entry error. All value changes performed during data editing will be logged.

A record identifier structure will be used that provides linkages across files. For instance, all records will contain a household identifier and this identifier will be in the same format in each file. Westat will deliver five files or tables in DBF format (compatible with TransCAD): a household-level file, a person-level file, a vehicle-level file, a trip/activity-level file and a locations file. The trip and locations tables will also be delivered in ESRI Shapefile format. All files will include the household ID and appropriate unique identifiers for each of their records. The trip file will include the household ID and the person ID as well as a unique trip number for each trip.

Data File Documentation

The data files will be documented in a Data File Users Guide that will be designed to provide users with sufficient information to effectively use the study data to perform analyses. It will reference the Final Report for a detailed description of the methodology. It will briefly describe the types of information contained in each data file and the number of records in each file. It will contain a set of usage notes indicating how data in different files can be linked and pointing out key issues users need to know to make use of the data. Appendices will include (1) the derived variable specifications, (2) a data dictionary, and (3) codebooks for each data file.

The data dictionary will list each variable in the study with associated question, or derived variable specification, text as well as the variable name, type (character or numeric), and label. The codebook for each data file will list each variable in the study and provide the variable name and label. In addition, it will list the valid response codes and their meanings for each categorical variable and the range of valid responses for each continuous variable. The codebook will also provide weighted and unweighted frequencies for the responses to each variable. For continuous variables, the frequencies will be stated in terms of a small set of ranges of values for each variable.

EXHIBIT B
SCHEDULE OF FEES AND CHARGES

Westat, Inc.
Yellowstone County Household Travel Survey
Budget

Total Labor	$94,709
Total Other Costs	$45,921
Total	$140,000

EXHIBIT C
DBE AND NON-DISCRIMINATION NOTICE

DBE Goals

There are no DBE/WBE goals for this work, but firms are strongly encouraged to utilize DBE firms if applicable. A Montana certified DBE consultant list is available and can be found on the MDT web page, http://www.mdt.mt.gov/business/contracting/civil/dbe.shtml

Nondiscrimination Compliance

Consultants will be subject to Federal and Montana nondiscrimination laws and regulations (see attached notice).

NON-DISCRIMINATION NOTICE

During the performance of this Agreement, the Consultant (hereafter in this Section "the Party"), for itself, its assignees and successors in interest, agrees as follows:

A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

(1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.

(2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.

(4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or

the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,

(a) Withholding payments to the Party under the Agreement until the Party complies, and/or

(b) Cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, §49-3-207, MCA

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

(1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.

(2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: "The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided.

For further information call the Party."

All video recordings produced and created under contract and/or agreement will be closed captioned.

D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR §26

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The Party, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Party to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

EXHIBIT D
CERTIFICATE OF LIABILITY INSURANCE

CERTIFICATE OF LIABILITY INSURANCE — DATE (MM/DD/YYYY): 11/30/2016

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 5950 Symphony Woods Road, Suite 314 Columbia MD 21044	CONTACT NAME: Deborah Sickmen PHONE (A/C, No, Ext): 410-910-0636 FAX (A/C, No): 410-910-0627 E-MAIL ADDRESS: deborah_sickmen@ajg.com
INSURED Westat, Inc. c/o Security Services 1600 Research Blvd. Rockville MD 20850	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: First Liberty Insurance Corporation — 33588 INSURER B: Navigators Insurance Company — 42307 INSURER C: Liberty Mutual Fire Insurance Compa — 23035 INSURER D: Hartford Fire Insurance Company — 19682 INSURER E: Columbia Casualty Company — 31127 INSURER F: Continental Casualty Company — 20443

COVERAGES — CERTIFICATE NUMBER: 1055559680 — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			30 UEN ZM2011	1/1/2016	1/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $Excluded
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			AS6-Z31-025647-056	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PH16EXR830906IV	1/1/2016	1/1/2017	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC2-Z31-025647-126	1/1/2016	1/1/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
E F	Products-Work Hazard/Prof. Liab. Tech & Telecom/Prof Services Liab			ADT 2054989390 267870708	7/15/2016 7/15/2016	7/15/2017 7/15/2017	Each Claim/Aggregate Each Claim/Aggregate	$10M / $10M $10M / $10M

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

Per forms HG 00 01 06 05 and CA 20 48 10 13, City of Billings, Montana is included as additional insured on the general liability and automobile policies if required by written contract. Waiver of Subrogation applies to the additional insured, as respects the general liability and automobile policies pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The producer will endeavor to mail 30 days written notice to the certificate holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the producer or otherwise alter the policy terms.

CERTIFICATE HOLDER	CANCELLATION
City of Billings, Montana State of Montana P.O. Box 1178 Billings MT 59103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Consent **1. F.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Assignment and Transfer of West End Hangar Ground Lease from Brian Taylor to Scott and Dana Winchell

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

PROBLEM/ISSUE STATEMENT

On February 25, 2008, the City Council approved a twenty-year West End Hangar Ground Lease with Brian Taylor. Mr. Taylor constructed a 3,600 square foot hangar on the leased parcel, and now desires to sell his hangar and assign his Ground Lease. Scott and Dana Winchell will be the new Lessees of the west end parcel located at 2813 Overlook Drive. Additionally, since the commencement of this Ground Lease in 2008, lease requirements have changed; therefore, in conjunction with the Assignment of the 2008 Brian Taylor Ground Lease, an Amendment One to the 2008 Ground Lease will be implemented on this parcel to bring the lease language up-to-date on standard lease requirements. The term of the Assigned Ground Lease will not be impacted by the Amendment, with a scheduled expiration date on January 30, 2028. Copies of both the Assignment and Amendment documents are on file in the City Clerk's Office.

ALTERNATIVES ANALYZED

City Council may:

- Approve the Assignment and Transfer from Brian Taylor to Scott and Dana Winchell, and Amendment One on this assigned Ground Lease; or
- Disapprove Assignment and Transfer from Brian Taylor to Scott and Dana Winchell, and Amendment One on this assigned Ground Lease.

FINANCIAL IMPACT

There is no financial impact from either the Assignment or Amendment One to the 2008 Ground Lease. The names on the Lease change with each Assignment and Transfer, and standard lease language is updated through the Amendment. The rental rate on the Lease will continue to be adjusted annually on the anniversary of the Lease using the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics, for the previous twelve (12) month period.

RECOMMENDATION

Staff recommends that City Council approve the Assignment and Transfer of the West End Hangar Ground Lease from Brian Taylor to Scott and Dana Winchell, and Amendment One to this Lease on the parcel located at 2813 Overlook Drive.

APPROVED BY CITY ADMINISTRATOR

Consent **1. G.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Funding Recommendation for Workforce Housing Needs Assessment in the Downtown and East Urban Renewal Areas

PRESENTED BY: Wyeth Friday

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

The Billings Industrial Revitalization District Board and the Downtown Billings Alliance have determined that a Workforce Housing Needs Assessment is needed to identify, explore and quantify current and emerging workforce housing challenges in Downtown Billings and the East Billings Urban Renewal District areas. This targeted area assessment of these two Tax Increment Finance District areas will include detailed information that the District Boards, potential developers, City staff, and other agencies involved in housing development in Billings may use when siting new projects to create live – work neighborhoods in the core area of the City. Workforce housing availability, affordability, accessibility, suitability, and proximity to work and shopping will all be evaluated through this assessment process. The BIRD Board on December 13, 2016 recommended up to $25,000 to match the Downtown Billings Alliance's contribution of $25,000. The Downtown Billings Partnership Board voted to recommend its half of the funding at its Board meeting on February 3, 2017. The two districts plan to form a steering committee to oversee the project comprised of two BIRD members, two downtown alliance members, and one City staff representative from the Planning and Community Services Department.

ALTERNATIVES ANALYZED

City Council may:

- Approve this funding recommendation from the BIRD Board and DBP Board for a Workforce Housing Needs Assessment in the EBURD and Downtown Tax Increment Finance Districts or;
- Disapprove this funding recommendation for a Workforce Housing Needs Assessment in the EBURD and Downtown Tax Increment Finance District. Not approving this funding will mean that such an assessment to determine the needs for housing in the downtown and East Billings and potentially encourage redevelopment in the area will not go forward at this time.

FINANCIAL IMPACT

The request is for up to $25,000 from each TID to fund a Workforce Housing Needs Assessment. for a total of $50,000. There are sufficient funds budgeted in the FY17 east TIF and the downtown TIF budgets to pay for this proposed Assessment.

RECOMMENDATION

The Billings Industrial Revitalization District Board and the Downtown Billings Partnership Board recommend that the City Council approve up to $25,000 in Tax Increment Funds from each district be used for a Workforce Housing Needs Assessment in the EBURD and Downtown TIF District areas.

APPROVED BY CITY ADMINISTRATOR

Consent **1. H.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Acknowledge Receipt of Petition to Vacate a portion of Patagonia Court and Set a Public Hearing

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

Riverfront Point, LLC has petitioned to vacate a portion of Patagonia Court within Riverfront Point Subdivision. Patagonia Drive has been constructed, however, none of the lots along the proposed vacated area have been developed. The developer is proposing to increase the density on these lots, which would require several more water and sanitary sewer services to be installed. Instead of constructing more services, the developer would like to vacate the street and take over the water and sewer main as private. This would allow the developer greater flexibility with the water and sewer services. The area of the right of way proposed to be vacated is 32,874 square feet. The water, sanitary sewer, and storm drain within Patagonia Court would become private.

ALTERNATIVES ANALYZED

The Council may:

- Approve acknowledgment of the petition to vacate the above-mentioned right-of-way and set a public hearing for March 13, 2017; or
- Do not acknowledge the petition and terminate the right-of-way vacation process.

FINANCIAL IMPACT

Per Administrative Order 56 dated January 25,
1999, if the right of way proposed to be vacated will revert to the original developer and the public has no cost basis in the right of way, there is no cost for the vacation.

RECOMMENDATION

Staff recommends that Council acknowledge the receipt of a petition to vacate a portion of Patagonia Court and set a public hearing for March 13, 2017.

APPROVED BY CITY ADMINISTRATOR

Attachments

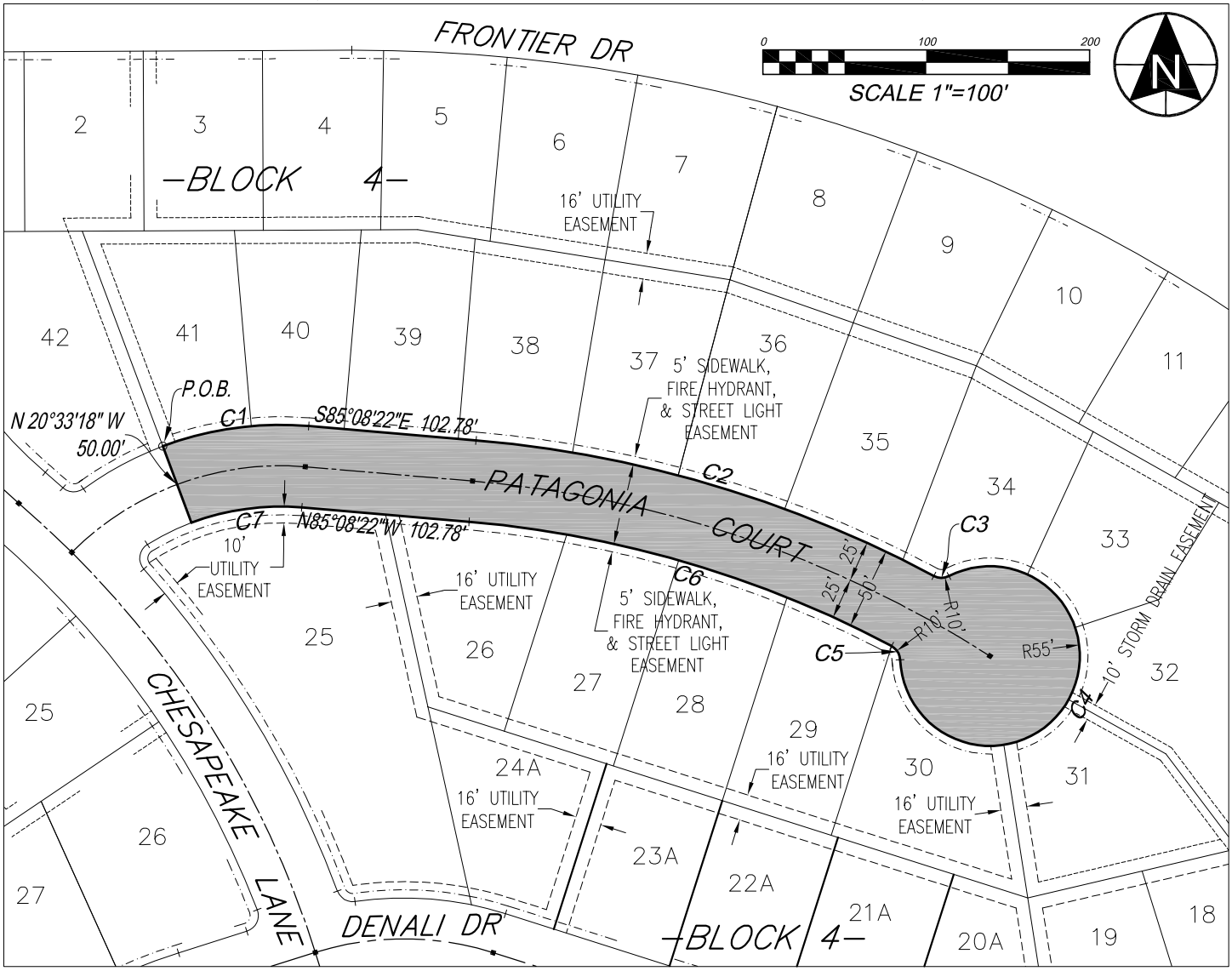
Right of Way Exhibit

EXHIBIT

PATAGONIA COURT RIGHT-OF-WAY TO BE VACATED BY THE CITY OF BILLINGS

PREPARED BY: IN SITE ENGINEERING, P.C.
4118 WOODCREEK DR
BILLINGS, MT 59106

PREPARED FOR: RIVERFRONT POINT, LLC
PO BOX 80445
BILLINGS, MT 59108



METES AND BOUNDS DESCRIPTION OF PROPOSED PATAGONIA COURT RIGHT-OF-WAY VACATION

BEGINNING AT THE SOUTHWEST CORNER OF LOT 41, BLOCK 4, RIVERFRONT POINTE SUBDIVISION, RUNNING THENCE:
ALONG THE ARC OF A 205.00-FOOT RADIUS CURVE AN ARC DISTANCE OF 90.94 FEET (CURVE HAS A CENTRAL ANGLE OF 25°24'57" AND A CHORD THAT BEARS N 82°09'10" E 90.19 FEET); THENCE S 85°08'22" E 102.78 FEET, THENCE ALONG THE ARC OF A 725.00-FOOT RADIUS CURVE AN ARC DISTANCE OF 294.31 FEET (CURVE HAS A CENTRAL ANGLE OF 23°15'32" AND A CHORD THAT BEARS S 73°30'36" E 292.29 FEET); THENCE ALONG THE ARC OF A 10.00-FOOT RADIUS CURVE AN ARC DISTANCE OF 9.64 FEET (CURVE HAS A CENTRAL ANGLE OF 55°15'35" AND A CHORD THAT BEARS S 89°30'37" E 9.28 FEET); THENCE ALONG THE ARC OF A 55.00-FOOT RADIUS CURVE AN ARC DISTANCE OF 282.97 FEET (CURVE HAS A CENTRAL ANGLE OF 294°47'09" AND A CHORD THAT BEARS S 30°15'11" W 59.28 FEET); THENCE ALONG THE ARC OF A 10.00-FOOT RADIUS CURVE AN ARC DISTANCE OF 10.43 FEET (CURVE HAS A CENTRAL ANGLE OF 59°45'03" AND A CHORD THAT BEARS N 32°13'47" W 9.96 FEET); THENCE ALONG THE ARC OF A 675.00-FOOT RADIUS CURVE AN ARC DISTANCE OF 271.37 FEET (CURVE HAS A CENTRAL ANGLE OF 23°02'03" AND A CHORD THAT BEARS N 73°37'20" W 269.54 FEET); THENCE N 85°08'22" W 102.78 FEET; THENCE ALONG THE ARC OF A 155.00-FOOT RADIUS CURVE AN ARC DISTANCE OF 68.76 FEET (CURVE HAS A CENTRAL ANGLE OF 25°24'57" AND A CHORD THAT BEARS S 82°09'10" W 68.19 FEET); THENCE N 20°33'18" W 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING: 32,874 SQUARE FEET OR 0.755 ACRE.

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	205.00	90.94	25°24'57"	90.19	N 82°09'10" E
C2	725.00	294.31	23°15'32"	292.29	S 73°30'36" E
C3	10.00	9.64	55°15'35"	9.28	S 89°30'37" E
C4	55.00	282.97	294°47'09"	59.28	S 30°15'11" W
C5	10.00	10.43	59°45'03"	9.96	N 32°13'47" W
C6	675.00	271.37	23°02'03"	269.54	N 73°37'20" W
C7	155.00	68.76	25°24'57"	68.19	S 82°09'10" W

Consent **1. I.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Acceptance of Right of Way Easement for Ward Property

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

W.O. 16-09 includes the construction of Grand Avenue between 52nd Street West and 58th Street West. In order to construct these improvements, it is necessary to obtain right of way or easements from several property owners. Janice I. Ward owns property south of Grand just west of 54th Street West. A small easement along the northeast corner of the lot is necessary in order to construct the multi-use path and to relocate the power poles. The total area of the easement is 146 square feet. An appraisal of the land was complete and estimates the easement to be valued at $225. The right of way agreement outlines the responsibilities of the city and land owner for the easement.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the easement and right of way agreement; or
- Do not approve the easement and right of way agreement. This would make construction of the project difficult as there is not enough right of way in this area to shift the road outside of this property.

FINANCIAL IMPACT

The easement is valued at $225 and will be funded with arterial fees budgeted for the project.

RECOMMENDATION

Staff recommends that Council accept the right of way easement and the Mayor be authorized to sign the right of way agreement for the Ward property.

APPROVED BY CITY ADMINISTRATOR

Attachments

Right of Way Easement
Right of Way Agreement

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

RIGHT-OF-WAY EASEMENT

THIS INDENTURE, made and entered into this _____ day of _____, 20____, by and between the following:

Janice I Ward
5416 Grand Avenue
Billings, Montana 59106,
hereinafter referred to as **GRANTOR**

and

CITY OF BILLINGS, a Municipal Corporation
City Hall – 210 North 27th Street
PO Box 1178
Billings, Montana 59103-1178,
hereinafter referred to as **GRANTEE**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged;

WITNESSETH THAT GRANTOR does hereby grant, sell, and convey unto the **GRANTEE**, perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve necessary fixtures and appurtenances for overhead power over, across, under, and through the real property more particularly described as follows:

A tract of land being a portion of the E1/2E1/2NW1/4NW1/4 of Section 4, T. 1 S., R. 25 E., P.M.M., Yellowstone County, Montana, more particularly described as follows, to-wit:

Beginning at a point on the east line of said E1/2E1/2NW1/4NW1/4, said point being at the intersection of said east line with the south line of the existing 30' wide county road easement running parallel to and 30' south of the north line of said E1/2E1/2NW1/4NW1/4, whence said point bears S 00°12'36" E along said east line, a distance of 30.00 feet from the northeast corner of said E1/2E1/2NW1/4NW1/4; thence, from said Point of Beginning, continuing S 00°12'36" E along said east line, a distance of 6.09 feet to a point on said east line that bears N 00°12'36" W along said east line, a distance of 23.52 feet from the northwest corner of Lot 7, Block 1, Vintage Estates Subdivision; thence, leaving said east line, N 82°43'31" W a distance of 48.37 feet to a point on said south line of the 30' wide county road easement; thence, S 89°57'25" E along said south line, a distance of 47.96 feet to said Point of Beginning;

Said described tract having an area of 146 square feet more or less.

TO HAVE AND TO HOLD unto **GRANTEE** and to its successors and assigns forever.

IN WITNESS WHEREOF, the **GRANTOR** warrants that they have good right to convey, free and clear of all encumbrances; the above-described interests in the real estate described and have hereunto set their hand.

JANICE I WARD

BY:_____

PRINTED
NAME:_____

ITS:_____

State of Arizona
County of _____
This instrument was signed and sworn to before me on _____ by _____
(Name of signer)

_____
(Notary Signature)
[Affix seal/stamp to the left or below]

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

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

_____
Mayor, City of Billings

ATTEST:

_____
City Clerk

State of Montana
County of _____
This instrument was signed and sworn to before me on _____ by _____
(Name of signer)

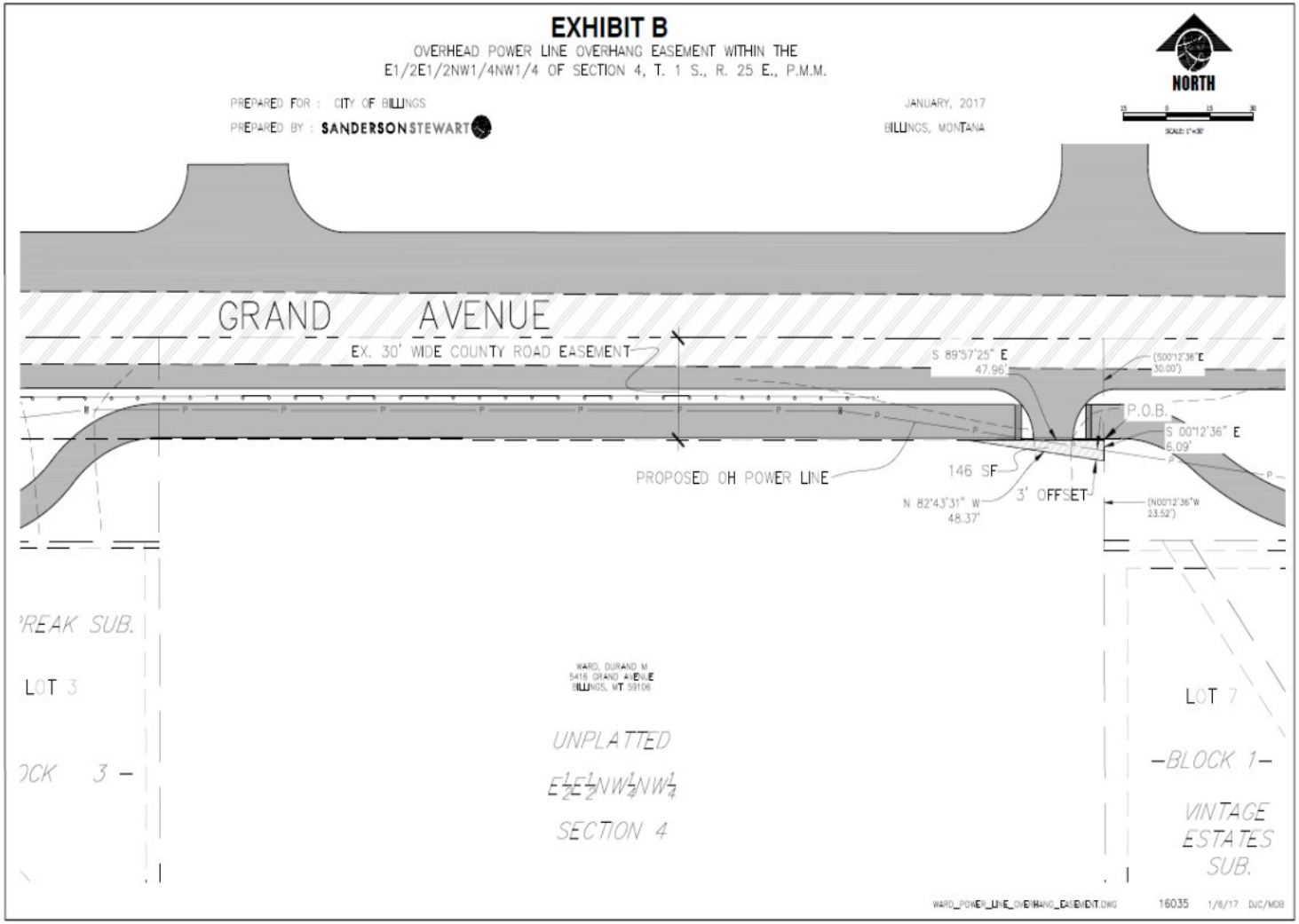
_____
(Notary Signature)
[Affix seal/stamp to the left or below]

EXHIBIT B

OVERHEAD POWER LINE OVERHANG EASEMENT WITHIN THE
E1/2E1/2NW1/4NW1/4 OF SECTION 4, T. 1 S., R. 25 E., P.M.M.

PREPARED FOR : CITY OF BILLINGS
PREPARED BY : SANDERSON STEWART

JANUARY, 2017
BILLINGS, MONTANA



WARD_POWER_LINE_OVERHANG_EASEMENT.DWG 16035 1/6/17 DJC/MDB

CITY OF BILLINGS
PUBLIC WORKS DEPARTMENT

Project: WO 16-09
County: Yellowstone
Designation: Grand Avenue – 52nd Street West to 58th Street West

RIGHT OF WAY AGREEMENT

Parcel from Station-To-Station Subdivision Section Township Range:

A tract of land situated in E1/2E1/2NW1/4NW1 of Section 4, T. 1 S., R. 25 E., P.M.M., Yellowstone County, Montana.

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

Janice I Ward
5416 Grand Avenue
Billings, MT 59106

THIS AGREEMENT, is made this_____ day of_____, 2016, between City of Billings, a political subdivision of the State of Montana, 210 North 27th Street, Billings, MT, 59103, by its authorized representatives, herein called "CITY," its successors and assigns, and Janice I Ward, 5416 Grand Avenue, Billings, Montana 59106, herein called "GRANTOR."

The parties agree as follows:

1. CITY shall pay GRANTOR such sums of monies as set out below. GRANTOR agrees to pay all taxes and assessments due and owing, including those for year 2016. GRANTOR shall execute and deliver to CITY a notarized instrument of conveyance corresponding to the interest being acquired.

2. This agreement shall not be binding unless and until approved of and accepted by the CITY's authorized representative.

3. The parties have, herein, set out the whole of their agreement, the performance of which constitutes the entire consideration for the grant of said right of way easement and shall relieve the CITY of all future claims or obligations on that account or on account of the location, and construction of the proposed road improvements. GRANTOR represents that to the best of his/her knowledge no hazardous materials have been stored or spilled on the subject property during his/her ownership or during

previous ownerships at least insofar as he/she has observed or has been informed. In the alternative, if GRANTOR has knowledge of storage or spill of hazardous materials on the subject property, that information is set out below. This sale is conditional upon full disclosure of any such information.

4. CITY shall pay GRANTOR for 146 square feet of easement as follows:

   146 square feet by easement $225.00

5. CITY shall make payment to GRANTOR by a check in the amount of $225.00, to be made payable to Janice I Ward and mailed to 5416 Grand Avenue, Billings, MT 59106.

6. It is understood and agreed that CITY is acquiring this easement to construct the Grand Avenue Improvements which includes widening of Grand Avenue from 52nd Street West to 58th Street West, construction of a multi-use path, and the relocation of the power poles and lines on the south side of Grand Avenue. The easement is for the power lines to hang over the property. These Improvements shall be of no cost or expense to GRANTOR and shall be maintained according to CITY's policy in effect at such time maintenance is necessary. CITY further agrees that any future modifications to the existing property necessary to reasonably match these Improvements shall be at no cost or expense to GRANTOR. CITY further agrees to relocate GRANTOR's mailbox to a location desirable to GRANTOR and USPS as shown in Attachment A. GRANTOR agrees to give CITY a 10' wide temporary easement to construct improvements for a period of one year or the duration of the construction project. CITY shall clear temporary easement of any debris after construction and left in a good, workmanlike condition that is satisfactory to the property owner.

7. It shall be the primary duty of CITY to maintain the multi-use pathway in accordance with § 22-406, Billings, Montana City Code, and CITY agrees to indemnify, hold harmless and defend GRANTOR from and against any and all third party claims, demands, suits, and causes of actions arising out of or resulting from any negligence, gross negligence or willful misconduct by CITY and its agents in performing this duty. Notwithstanding CITY'S duty, GRANTOR is fully responsible for any affirmative negligent or willful misconduct which proximately causes a condition making passage unsafe or more dangerous on this multi-use pathway and is not entitled to a release, indemnity, or defense from CITY for such conduct.

8. This agreement, upon execution by an agent of CITY and presentation to GRANTOR so designated, constitutes a written offer of compensation in the full amount of the appraised value, a summary of the property and property rights being acquired and notice that possession need not be given until payment has been received by GRANTOR.

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

RECOMMENDED FOR APPROVAL

_____

Project Coordinator For City of Billings (Date)

GRANTOR(S)

_____

Grantor (Date)

_____

Grantor (Date)

APPROVED OF AND ACCEPTED FOR ON BEHALF OF THE CITY OF BILLINGS:

BY:_____

Thomas W. Hanel , MAYOR (Date)

ATTEST:

BY:_____

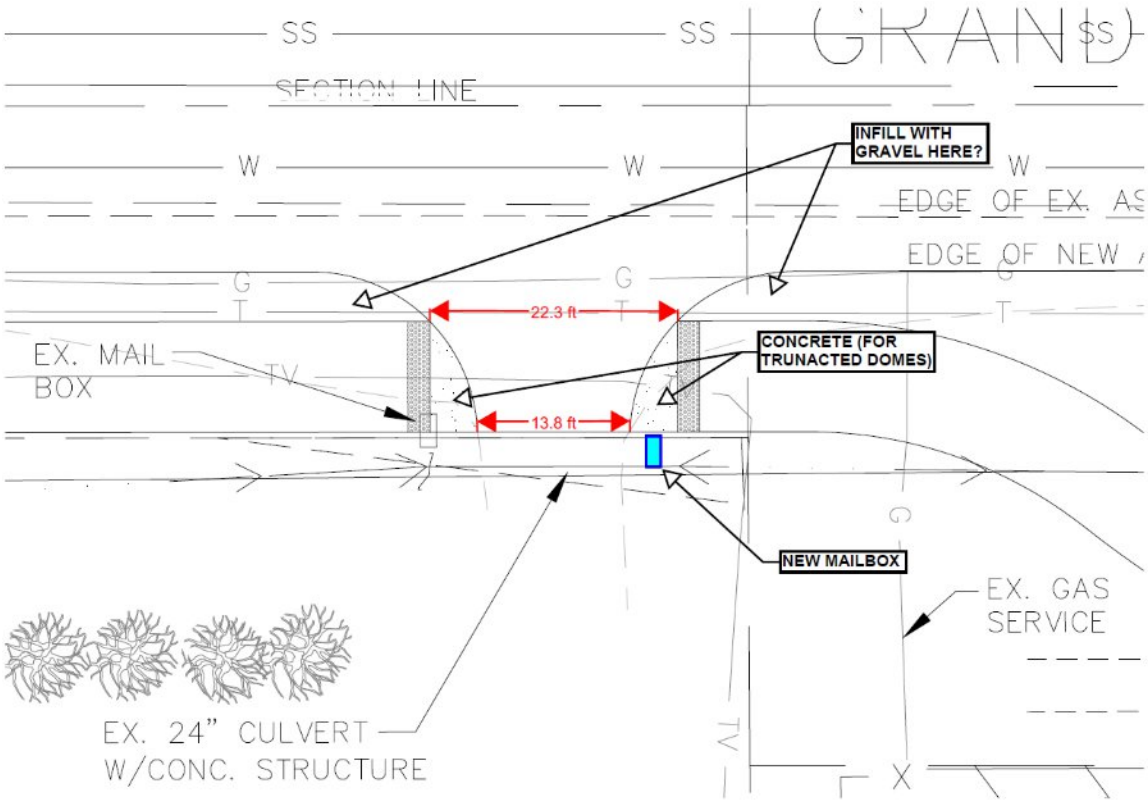
Denise Bohlman, CITY CLERK (Date)

APPROVED AS TO FORM:

By:_____

Brent Brooks, City Attorney (Date)

Attachment A



Consent **1. J.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: $5,000 Donation from Yellowstone Co. Lodging / Motel Association

PRESENTED BY: Paul Dextras, Fire Chief

Department: Fire

PROBLEM/ISSUE STATEMENT

The Billings Fire Department doesn't have personal protective equipment that allows firefighters/EMT's to enter active shooter warm zones in order to more quickly treat injuries. The Yellowstone County Lodging / Motel Association is donating $5,000 to purchase additional ballistic NIJ level II stand alone hard plates (aka body armor), Kevlar helmets or medical kit supplies to support the joint implementation of a Rescue Task Force (RTF) program by the Billings Fire Department and the Billings Police Department. City Council policy requires that it approve donations valued at $500 and above.

ALTERNATIVES ANALYZED

City Council may approve or disapprove accepting the donation of $5,000 from the Yellowstone County Lodging / Motel Association.

FINANCIAL IMPACT

Accepting this $5,000 donation would allow the purchase of additional equipment to provide lifesaving treatment and evacuation in the event of an active shooter incident without sacrificing safety of the first responders.

RECOMMENDATION

Staff recommends that the City Council accept this $5,000 donation from the Yellowstone County Lodging / Motel Association.

APPROVED BY CITY ADMINISTRATOR

Consent **1. K.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Acceptance of Federal Aviation Administration Airport Improvement Program Grant for 2017

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

PROBLEM/ISSUE STATEMENT

Each year the Airport seeks the approval and authorization from the City Council for the Mayor to execute the current year's Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grants. This year's Grants provide the entitlement and carryover funding to undertake the engineering and construction of the planned AIP funded projects. The 2017 projects include Runway 10R/28L Shift, Acquisition of Land West of the Airport for Runway 10R/28L Approach Protection, and Terminal Expansion Design Work. Since the Airport may receive the Grant funds in a number of smaller individual Grants, Council is being asked to authorize the Mayor to execute each Grant as it is received.

ALTERNATIVES ANALYZED

City Council may:

- Approve the acceptance of this year's AIP Grants, authorizing the Mayor to execute each Grant offer as they are received; or
- Decline the acceptance or this year's AIP Grants, and provide direction to staff on how to proceed.

FINANCIAL IMPACT

It is estimated that the costs for engineering services and construction of these projects will total approximately $3,800,000. This will be funded with a 90% FAA AIP Grant and a 10% local match. The Federal portion will be an estimated $3,420,000 and the Airport's local match will be an estimated $380,000. The projects are included in the current budget and local match funds are available in the Airport's Capital account.

RECOMMENDATION

Staff recommends that the City Council accept this year's AIP Grants from the FAA, and authorize the Mayor to execute each of the FAA AIP Grant allocations when they are received for this year's planned AIP funded projects.

APPROVED BY CITY ADMINISTRATOR

Consent **1. L.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Acceptance and Approval of the 2017 HIDTA Award in the Amount of $221,450

PRESENTED BY: Rich St. John, Police Chief

Department: Police

PROBLEM/ISSUE STATEMENT

In 2002, Montana was designated as a High Intensity Drug Traffic Area (HIDTA). The Office of National Drug Control Policy (ONDCP) has awarded grants to the Eastern Montana Drug Task Force for fifteen years and the City of Billings is the recipient agency for the grants. The ONDCP has offered a $221,450 grant for the calendar year 2017. The grant is used to battle the drug epidemic in Montana communities. The HIDTA Task Force consists of personnel from U.S. Marshal's Service, FBI, Drug Enforcement Administration (DEA), Alcohol, Tobacco & Firearms (ATF), Immigration & Customs Enforcement (ICE), Department of Criminal Investigation (DCI), Yellowstone County Sheriff's Office, and the Billings Police Department. The Task Force is managed by a Sergeant from the Billings Police Department. The 2017 HIDTA Award will be used to pay for a Support Specialist position for the HIDTA task force, all task force overtime, administrative and investigative travel, automobile rental costs, cell phones, copier maintenance agreement, investigative/office supplies, and informant costs.

ALTERNATIVES ANALYZED

The City Council may:

- Approve and accept the 2017 HIDTA Award in the amount of $221,450, or
- Not accept the 2017 HIDTA Award in the amount of $221,450, thus costing the Public Safety Fund additional expenses for investigating and prosecuting drug related cases.

FINANCIAL IMPACT

The 2017 HIDTA Award in the amount of $221,450 will require no City match. The award has been budgeted in Fund 2550 for the balance of FY 16/17 and any remaining funds will be budgeted in FY18.

RECOMMENDATION

Staff recommends that the City Council approve and accept the 2017 HIDTA award from the Executive Office of the President, Office of National Drug Control Policy, in the amount of $221,450, and authorize the Mayor to sign the necessary award documents, when they are received.

APPROVED BY CITY ADMINISTRATOR

Consent **1. M.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Land Purchase for 4th Avenue North & Division Street Capacity Improvements

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

W.O. 16-12, 4th Avenue North & Division Street Capacity Improvements, includes the design and reconstruction of the intersection. The construction was awarded to Ace Electric, Inc. by the City Council on October 11th, 2016. During design of this project, it was determined that privately-owned land extended into the existing street section. Accordingly, the City has negotiated with the property owner for the sale of a portion of their property that has public infrastructure so it will become public right-of-way. An appraisal was performed and determined the value of this land to be $4,200.00. Approval of this contract will authorize the City to purchase this portion of land.

ALTERNATIVES ANALYZED

The City Council may :

- Approve the contract authorizing the City to purchase this land and for the Mayor to execute necessary documents; or,
- Do not approve the contract authorizing the City to purchase this land and the City will not purchase this property. Portions of the street and sidewalk will be remain on private property.

FINANCIAL IMPACT

Funding for the purchase of this land will use arterial fees. The appraised value of the land is $4,200.00.

RECOMMENDATION

Staff recommends that Council approve the contract and authorize the purchase of this land for $4,200.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

Appraisal Report
R/W Agreement
Warranty Deed

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Jody J. Deines-Pierc

Mr. Erin Claunch, Staff Engineer II
City of Billings, Public Works Division
2224 Montana Avenue
Billings, Montana 59101

11 Oct 16

Re: Judith J. Wallinder Revocable Trust, DB Squared, LLC (3330 4th Ave. North)
W.O. 16-12
Proposed Acquisition/Easement for Sidewalk, Curb & Gutter, etc.

Dear Mr. Claunch:

Enclosed please find the completed appraisal you requested for the above referenced property rights. I conducted my initial site investigation on 20 Jul 16, and that is the date of valuation in this report. The value of the proposed acquisition/easement is not thought to have changed since that date.

I have determined that the fee simple value of the proposed acquisition is:

$4,200
Four thousand two hundred dollars

I have determined that the value of the proposed easement is:

$4,000
Four thousand dollars

This report has been prepared in compliance with prevailing standards outlined in the Uniform Standards for Professional Appraisal Practice (USPAP). This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2(a) of USPAP for an appraisal.

Thank you for your trust and confidence in employing my services for this important matter. Should you have any questions or need additional information pertaining to this appraisal assignment, please contact me at your convenience.

Respectfully,

Steven M. Repac
MT. General Certification No. 058
Tax I.D. No. 20-2004445

APPRAISAL REPORT

SUBJECT PROPERTY: Judith J. Wallinder Revocable Trust Office Bldg.

PROPERTY ADDRESS: 3330 4th Avenue North
Billings, Montana 59101

OWNER OF RECORD: Judith J. Wallinder Revocable Trust
DB Squared, LLC, Contract Buyer
2047 Broadwater Avenue, Suite 1
Billings, Montana 59102

LEGAL DESCRIPTION: Lots 13-17, Block 50, Original Townsite of Billings, Yellowstone County, Montana. Said parcel contains 12,107 sq.ft., more or less.

IMPROVEMENTS: An average quality, mixed-class "C" and "D" commercial structure that was built in 1953, remodeled in 1981 and has an area of 1,937 sq. ft., above grade. Originally designed and constructed as an automobile fueling and service station. All gas tanks are reported to have been removed.

ZONING: CC (Community Commercial)

PROPERTY TAX DATA: 2015

Item	Market Value	Tax Liability
Parcel No. A00312		
Land	$138,326	
Improvements	$154,674	
Total	$293,000	$4,703.77

Tax information reported above is for the 2015 tax year and contains no reported city SID payoffs. Public records indicate that taxes are current as of the effective date of this appraisal. Taxes represent roughly 1.61 percent of assessed market value.

FEE SIMPLE VALUE OF ACQUISITION: $4,200.00

EASEMENT VALUE OF ACQUISITION: $4,000.00

EFFECTIVE DATE OF VALUE: 20 Jul 16

CLIENT: Mr. Erin S. Claunch, P.E., PTOE
Engineering Division
2224 Montana Avenue
Billings, Montana 59101

PURPOSE OF APPRAISAL AND DEFINITION OF VALUE:

The purpose of this appraisal is to estimate the market value of a portion of the subject property for a permanent easement. To do so the market value of the land must be determined. Market Value, as used in the this report, is defined in the Uniform Standards of Professional Appraisal Practice, as published by the OCC (12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions, [g]) as follows:

> The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
>
> - buyer and seller are typically motivated;
> - both parties are well informed or well advised, and acting in what they consider their best interests;
> - a reasonable time is allowed for exposure in the open market;
> - payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
> - the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

IDENTIFICATION OF CLIENT - INTENDED USE OF APPRAISAL

This appraisal report was ordered by Mr. Erin S. Claunch, P.E., PTOE of the Public Utilities Department of the City of Billings. The intended use of this appraisal document is to assist in the purchase of a proposed permanent easement for a sidewalk extension on the subject real estate.

PROPERTY RIGHTS APPRAISED

The property rights appraised are those of the surface rights of fee-simple estate. Fee-simple is defined as: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.[1]

SCOPE OF THE APPRAISAL

In preparing this appraisal report, I:

- inspected the subject site and the exterior of the subject structures;
- inspected the subject neighborhood, reviewed the market environment; and gathered information on comparable land sales.

This Appraisal Report is a brief recapitulation of the appraiser's data, analyses, and conclusions. Supporting documentation is retained in the appraiser's file and may be viewed upon request and sufficient notification.

EFFECTIVE DATE OF VALUE ESTIMATE

The effective date of value estimate contained in this report is 20 Jul 16, the date of inspection. This written appraisal document was completed on 8 Oct 16.

SALE HISTORY

The subject property was last sold on 9 Jan 12 for $256,000 on a contract for deed. As far as the appraiser is aware no sale or listing has commenced during the past three years.

[1] The Dictionary of Real Estate Appraisal, 4th Edition, 2002, Appraisal Institute, Chicago, page 113.

PERSONAL PROPERTY/FIXTURES/INTANGIBLE ITEMS

No items of personal property, fixtures or intangible items are included in the value estimates provided herein.

CITY DESCRIPTION AND NATIONAL AND STATE ECONOMIC OUTLOOK

The City of Billings, county seat of Yellowstone County, is the state's largest city, and is located in the south central portion of Montana. More specifically, it is situated midway between Seattle, Washington and Minneapolis, Minnesota and approximately 550 miles northwest of Denver, Colorado. Billings is also the largest city in a 500 mile radius, and serves as a commercial and transportation hub for the state, as well as a major center for education and medical services. Billings benefits from having a diversified economy, where oil and gas, health care, livestock, and banking play significant roles. The city has three colleges (MSU-Billings, MSU-Billings College of Technology, and Rocky Mountain College), two major hospitals, two oil refineries, and an international airport.

Billings had a 2010 population estimate of 104,170 persons. This represented an increase of 12.03% over 2000 population figures, and mirrored a 14.58% population increase from 1990 to 2000. U.S. Census figures indicated a 14.39% increase in the growth patterns in Yellowstone County from the County's 2000 population estimate of 129,352; year 2000 represented a 14.04% increase over the 1990 population figure of 113,419.

The City of Billings is predicted to remain a viable metropolitan area with a diverse economy and a history of healthy, sustained growth.

NEIGHBORHOOD DESCRIPTION

The subject property is located in the northwesterly portion of the Billings central business district (CBD) on the northeast corner of 4th Avenue North and Division Street, both fully improved streets. For the purposes of this analysis, the subject neighborhood is considered to include the peripheral portions of the western edges of the Central Business District (CBD) situated west of North 31st Street; north of Montana Avenue; south of 6th Avenue North; and east of Division Street.

Primary access to the neighborhood from points west is via Lewis Avenue; from the east along 3rd Avenue North; and from the north and south along Division Street. Fourth Avenue North is a three-lane, one-way street going east; Division Street is a two-way, four-lane street. Fourth Avenue North is a direct access to points east and to Logan International Airport located just two miles north of the CBD.

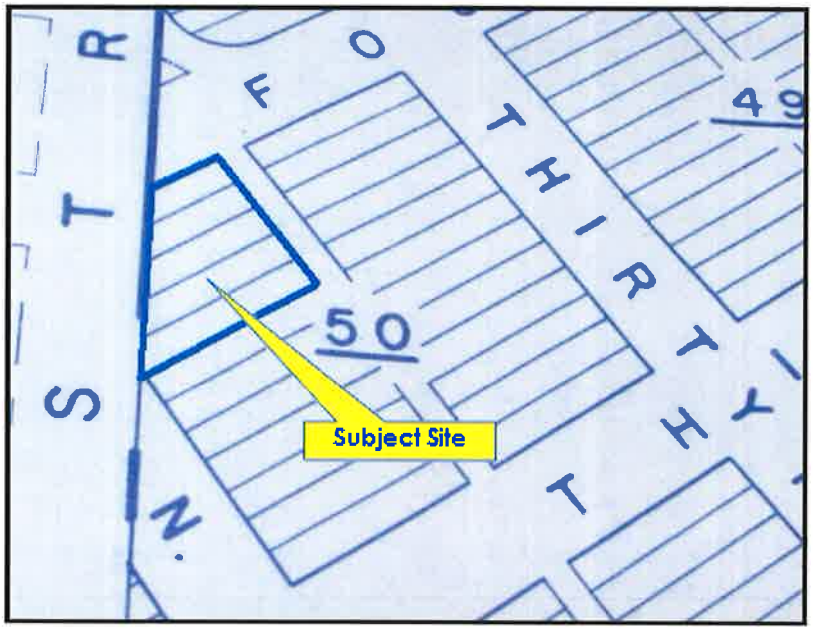
The subject neighborhood is fully serviced with all public utilities including water, sanitary sewer service, electricity, natural gas, and public telephone service. Public transit service is provided by MET Transit, with a principal route passing along Lewis Avenue and 4th Avenue North going both east and west. Local planning officials report three-year average traffic counts of nearly 12,970 vehicles per day (vpd) along Division Street; 4,020 vpd along Lewis Avenue near the intersection with Division Street; and 9,300 vpd along 4th Avenue North going east.

The subject neighborhood is older and approximately 95%-98% built-up. Most of the structures are commercial or quasi-commercial in nature, and have been built during the 1920s to 1950s. The more traditional, higher density CBD uses tend to be concentrated near the "core" area of 2nd Avenue North and North Broadway to the northeast of the subject property. With the exception of the Transwestern office complex in the northeast portion of the neighborhood, development and density declines significantly as one moves to the west and away from the eastern areas of the neighborhood. Existing land uses generally correspond with the zoning in the area. Several new developments have been noted further to

the east in the downtown area over the past several years; real estate has been purchased at an accelerated pace, and most have been purchased to refurbish. Revitalization is noted throughout most sectors of the downtown area, and plans are in the works for more to come.

In summary, the subject neighborhood is best characterized as a mixed use neighborhood in which older properties are gradually being converted or renovated to alternate commercial uses. It is anticipated that this trend will continue into the future.

DESCRIPTION OF REAL ESTATE APPRAISED



Subject Site Plat

Subject Site: The subject site is a trapezoid; it is a corner land parcel with 53.715 (+/-) feet of frontage along 4th Avenue North, and 151.80 (+/-) feet of frontage on Division Street. Total parcel size as listed by courthouse records is 12,107 sq.ft. (0.278 acres), more or less. Utilities to the site include natural gas, electrical power, telephone service and public water and sewer service. Topography of the site is generally level and appears slightly above street grade so as to allow for adequate drainage. The subject is not in a designated flood plain or flood fringe (FEMA Map No. 30001421010 – 18 Nov 81), and no adverse easements or

encroachments were noted at the time of inspection. While soils were not independently investigated, no apparent adverse soil conditions relative to percolation or load bearing capabilities were noted at the time of inspection.

Fourth Avenue North features on-street parallel parking, concrete curbs and gutters, public sidewalks and street lighting, and Division Street is similarly improved, with the exception of having no on-street parking.

Land uses proximate to the subject property include a business office adjacent to the east across the alley, and a Pet Crematorium and a health insurance office adjacent to the south. Other land uses in the close vicinity include a number of older apartment buildings, some renovated housing to office uses, and larger (and older) church structures. The properties situated across Division Street to the west are all zoned Residential Multi-Family Restricted; these properties, for the most part, are older but well-kept rental structures.

The site is zoned Community Commercial (CC) – the zoning "is intended primarily to accommodate community retail, service and office facilities offering a greater variety that would normally be found in a neighborhood or convenience retail development. Facilities within the classification will generally serve the community, and is commensurate with the purchasing power and needs of the present and potential population within the trade area. It is intended that these business facilities be provided in business corridors or in islands (thirty (30) acres) centrally located in the trade area rather than a strip development along arterials."[2]

The parking requirements for specific uses mandate one parking space for every 300 sq.ft. of building area if an office building is present; one parking space for every 200 sq.ft. for medical office space.

The site prominence and vehicular count along the arterial streets at the subject corner makes for an attractive commercial site, although egress can be problematic because traffic is restricted to a "right-in – right-out" flow.

[2] *Unified Zoning Regulations*, City of Billings and Yellowstone County Jurisdictional Area

Subject Improvements:

The subject improvement is composed of an average quality, mixed class "C" and "D" commercial structure that, according to courthouse sources, was originally constructed in 1953 as an automobile fuel and service facility. According to courthouse records, in 1981 the structure was substantially remodeled / added-onto and was converted to office space. As noted below, the finished office area now totals 1,937 sq. ft. The room count includes an entry foyer and reception area, open-bay office area with vaulted ceilings, two private offices, a half-bath, mechanical room, an employee break area, and two storage areas (one used for a photograph and trophy display room). The estimated effective age of the subject is thought to be between 25-30 years; remaining economic life, for purposes of this analysis is also estimated to be 20 to 25 years. The land to building ratio is 6.25:1.

HIGHEST AND BEST USE

Use of the Real Estate Existing as of the Date of Value

Commercial office/retail building.

Highest and Best Use As-Vacant

Physically Possible: As noted earlier, the subject site is a trapezoidal shaped, corner parcel with a gross area of 12,107 sq. ft. From a physical perspective, the subject's parcel size is sufficient for a variety of land uses. The site is not in a designated flood hazard area and there are no known adverse soil conditions that would preclude development. Site ingress and egress are considered to be generally good, and visibility and site prominence from Division Street and 4th Avenue North is considered good.

Legally Permissible: From a legal perspective, the subject's Community Commercial (CC) zoning classification allows for a wide variety of general-purpose commercial land uses. There are no known private restrictions such as deed restrictions, long term leases, or easements, which would impose constraints on the development of the site to its highest and best use. There is no minimum lot area requirement, front/side/rear yard setback requirements

are representative of most other commercial zoning, on-site parking requirements are typical of other commercial zoning types, and the percentage of maximum lot coverage is at the low-end of the range for commercial zoning; this allows for sufficient on-site parking.

Financially Feasible: With respect to financial feasibility, it is likely that a number of legally permissible commercial land uses would provide a required rate of return to the investment above and beyond the value of land. Office buildings would be sized in the neighborhood of 2,500 sq.ft. to 3,000 sq.ft. to properly take full advantage of the overall land size.

Maximally Productive: The subject site is located in the northwesterly portion of the CBD and while it does not offer high volumes of pedestrian traffic, the site does offer good visibility and site access. Maximally productive land uses would likely include some type of destination-orientation business not dependent on substantial amounts of "walk-in" traffic, but benefiting from a central location and close proximity to a major urban employment center.

Highest and Best Use As-Improved

Physically Possible: The structural improvements were originally designed and constructed in 1953 as a gas station facility with accessory service garage space. Major additions/renovation projects in 1981 added to and converted the building area to office use and also served to substantially reduce the effective age of the subject improvements. Recent remodeling since 2012 has improved the appearance of the structure. The design and construction of the subject improvements are considered typical of an older "average" quality professional office/retail building.

Legally Permissible: All minimum yard requirements seem to be within established guidelines for the CC zoning; as such, there are no "non-compliance" issues as it relates to the subject improvements. The existing use of the subject property as an office/retail building is a permitted use within the CC zoning classification and, as such, represents a legal use of the subject site; the subject is required to have a total of seven (7) parking spaces – 13 exist so the

parking requirements are more than met. As reported in the *Extraordinary Assumptions* in this report, it is assumed that all environmental issues (such as underground tanks) have been appropriately and legally taken care of. There are some ADA compliant features lacking in this building (entryway and bathroom); however, because of the age of the structure none are required – still, it presents a form of obsolescence.

Financially Feasible: Most commercial Realtors say that there is healthy competition for smaller office suites that are sized from 2,500 to 3,000 sq.ft.; the most popular size for the office market. At a 6.25:1 land to building ratio, the improvements are concluded to be undersized and not optimal for the land at 1,937 sq.ft., yet they do contribute substantially to the overall value of the subject property and, as such, demolition or substantial alteration of the subject improvements for some alternate land use would not be considered a financially viable alternative at this point in time. The improvements conform to other development activity in the immediate area, and the continued financial viability of the neighborhood is considered likely. Because of the lack of a fully compliant ADA restroom the occupancy is limited to non-governmental tenants, and probably lower-profile tenants (higher-profile lawyers and accountants would not seriously consider the occupancy unless it were modified). It appears that excess on-site parking spaces could be rented out to augment potential gross income.

Maximally Productive: In the final analysis, the use of the subject property as a lower-tier professional office/retail building with excess parking for lease is considered to represent the maximally productive use - and therefore the highest and best use - of the subject property as improved.

Use of the Real Estate Reflected in the Appraisal

Commercial Office/Retail building

SUMMARY OF ANALYSIS AND VALUATION

Cost Approach: - *Not considered* – In the cost approach, the appraiser develops the cost to develop a new property or a substitute property with the same utility as the subject property. The approach is especially persuasive when land value is well supported and the improvements are new or suffer only minor depreciation and, therefore, approximate the highest and best use of the land as though vacant. In this case, the underlying land value of the subject property is to be concluded – not the contributory value of the improvements – unless it is apparent that the improvements are somehow materially impacted by the proposed permanent sidewalk easement – which, in this case it is determined that they are not. Therefore, this approach will not be considered.

Sales Comparison Approach: - *Considered* – A major premise of the sales comparison approach is that the market value of a property is related to the prices of comparable, competitive properties. The appraiser makes market-based adjustments to important differences between comparable land parcels and the subject land parcel that could affect property value. This process is a way for appraisers to model typical buyer actions and to analyze sales data to quantify the impact of certain characteristics on value. There were scant sales data for land in the downtown area available as of the effective date of this report; however, enough sales were considered to develop a credible conclusion to value for the land portion of the subject property.

Income Approach: - *Not Considered* – No relevant ground leases were available from which to develop a credible conclusion of land value. Accordingly, this approach is not developed in this report.

SALES COMPARISON APPROACH TO LAND VALUE

Four sales of land sales were located for the purposes of this report. The sales and adjustments to those sales on a square footage basis are arrayed on the following pages. Sales are typically considered to be adjusted for the following considerations:

1. Real Property Rights Conveyed
2. Financing Terms
3. Conditions of Sale
4. Expenditures Made Immediately After Purchase
5. Market Conditions (Time)
6. Location
7. Physical characteristics
8. Economic characteristics
9. Use/Zoning
10. Non-realty components of value

No adjustments were taken for real property rights conveyed, financing terms, conditions of sale, or any expenditure made immediately after purchase. Some sales are "dated," and there was justification for a market time adjustment – albeit modest. No evidence was found in the marketplace to suggest that property values have gone up *dramatically* over the time period these sales span. Individual write-ups for the various sales are on the following pages:

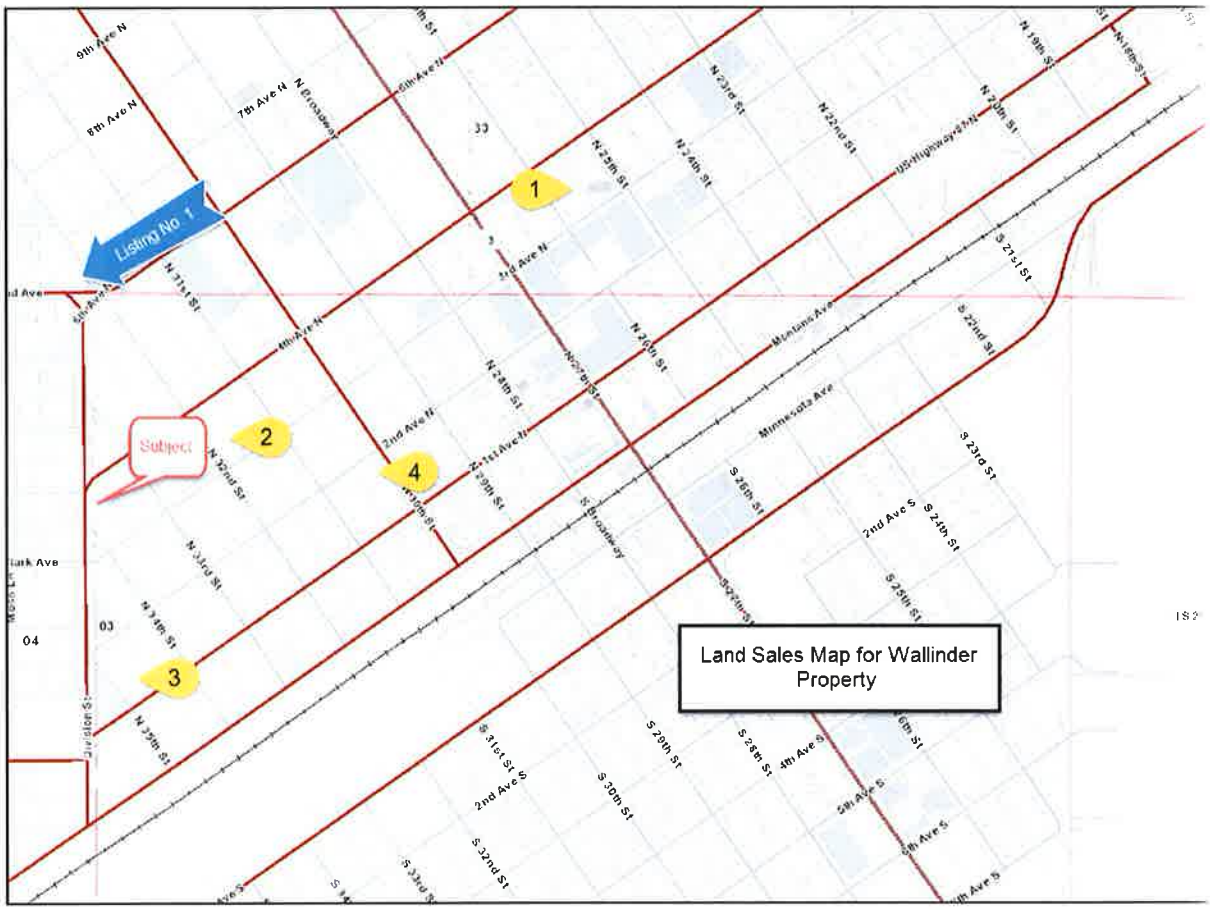
Sale No. 1	
Location	NEC of No. 26th St. & 3rd Ave. North
Grantor	Parking Lot LLC
Grantee	Diamond Parking, Inc.
Rec. Doc.	WD No. 3273468
Date of Recording	30 Jan 04
Legal Description	Lots 17-24, Block 42, OT of Billings
Lot Size	28,000 sq. ft.
Zoning	CBD
Utilities	All city services
Sales Price	$367,500
$/Sq. Ft.	$12.38
Comments	Sale 1 is located just north across the street from the Yellowstone City-County Justice Center and across the street east of the former James F. Battin Federal building. This was a sale that the buyer had been leasing for some time, and a lease agreement was in place at the time of sale – the terms of the lease were not available. The buyer was reportedly going to completely resurface the lot in about two years after the sale occurred. This is an older sale, and is considered superior to the subject site, because of the utility and size of the site and its superior location to the Yellowstone County Courthouse and the new Federal Building.

Sale No. 2	
Location	NEC of 3rd Ave. North & No. 32nd St.
Grantor	Sound Venture, LLC
Grantee	First Interstate Bancsystems, Inc.
Rec. Doc.	WD No. 3138192
Date of Recording	20 Jul 01
Legal Description	Lots 18-24, Block 48, OT of Billings
Lot Size	24,500 sq. ft.
Zoning	CBD
Utilities	All city services
Sales Price	$365,000
$/Sq. Ft.	$14.90
Comments	Sale 2 is a sale of a rectangular corner lot located across the street north of the Fratt Catholic School and adjoining east of the First Interstate Motor Bank. The buyer owns the balance of the block and purchased this property for future expansion. A parking lot was developed as an interim use of the site. This is also an older sale, and is considered superior to the subject because of the larger size and better utility of the site.

Sale No. 3	
Location	109 North 31st Street
Grantor	Capital Land & Building/Richard A. Lee, PR
Grantee	Steve Marks
Rec. Doc.	WD No. 3724321
Date of Recording	19 Nov 14
Legal Description	Lots 20-24, Block 99, OT of Billings
Lot Size	17,500 sq. ft.
Zoning	CC
Utilities	All city services
Sales Price	$149,500
$/Sq. Ft.	$8.54
Comments	This sale is located on the far end of the downtown area and across the street from a public park. Traffic counts are good in the area but the site is located along a one-way street on the south. The site abuts residential properties along its northern and eastern sides. The owner constructed a steel building on the site – he is a used car dealer with a dealership located catty-corner to this site on Division St., and 1st Avenue North. Overall, a fairly good comparable sale to the subject in terms of location and utility.

Sale No. 4	
Location	SWC of No. 30th and 2nd Avenue North
Grantor	McNally Leasing Company
Grantee	WFAM Group, LLC
Rec. Doc.	WD No. 3051411
Date of Recording	18 May 99
Legal Description	Lots 9-12, Block 95, OT of Billings
Lot Size	14,000 sq. ft.
Zoning	CBD
Utilities	All city services
Sales Price	$157,000
$/Sq. Ft.	$11.21
Comments	Sale 4 is a sale of a smaller corner lot located across the street south of the US West Communications Center and across the street west from an older downtown restaurant and an older dry-clean store. The site had older asphalt paving which offered little contributory value. The purchaser owned the cleaning business across North 30th Street and acquired this parcel for parking. This lot is considered to be fairly similar to the subject site in size and utility, but it lacks the vehicle count the subject site has.

Listing No. 1	
Location	3 Grand Avenue (NWC of No. 32nd St. & Grand Ave.)
Grantor	Jean L. Nilson Revocable Trust
Grantee	
Rec. Doc.	
Date of Recording	
Legal Description	Frac. Lot 1, Block 24, North Elevation Sub., 3rd Filing
Lot Size	5,661 sq. ft.
Zoning	NC
Utilities	All city services
List Price	$65,000
$/Sq. Ft.	$11.48
Comments	Listing 1 is a listing of a small lot adjoining Grand Avenue on the south, and No. 32nd Street on its eastern side. The Realtor stated that property had been listed since 28 Jun 16, and had a lot of interest, but the lot was limited in utility because of its small size. The Realtor also stated that he thought access from Grand Avenue was allowed, but that the zoning did not allow any signs. Best for a neighbor to purchase as an assemblage. This lot is considered inferior to the subject's because of its smaller size with considerable less utility.



Adjustments and Correlation of Data

The sales and one listing show the following:

Time-Adjusted Sales

Sale	Size (sq. ft.)	Orig. $/Sq. Ft.	Adj. $/Sq. Ft.	Comparison
Sale 1	28,000	$12.38	$13.55	Superior
Sale 2	24,500	$14.90	$16.30	Superior
Sale 3	17,500	$ 8.54	$ 8.83	Equal
Sale 4	14,000	$11.21	$12.56	Equal
Listing 1	5,661	$11.48	$11.48	Inferior
Subject Site	12,107			

As adjusted, the sales indications ranged from $8.83 to $16.30 per sq. ft., with the mean indication at $12.81 per sq. ft., and the median at $12.56 per sq. ft. The subject has high visibility and vehicle traffic numbers, but possible egress problems (right-in, right-out) that

may hinder a higher land value. On the positive side the lot would be a good purchase as an assemblage for the adjoining business office to the east, which needs more parking. Ultimately, the appraiser chose to weight Sales 3 and 4 the most in the array, with the resultant indication at $12.00 per sq. ft. The overall fee simple value of the lot is therefore chosen to be $12.00 (rounded) overall.

Subject Property: 12,107 sq. ft. x $12.00 = $145,284

Proposed Easement Size and Location

The proposed easements are situated very close (typically within one foot) to the existing sidewalks on the perimeter of the subject site (see Exhibit "A"). The site design plans includes relocating a traffic signal controller cabinet to the opposite (west) side of Division Street, and improving the drainage from the owner's parking lot to the street with a slight grade increase. Because the owner's land now extends into 4th Avenue North, the proposed easement would also "clean up" the encroachment and compensate the owner for use of his land in this area (see photos on the next pages).

Photographs of Ownership Line and Proposed Easement Areas

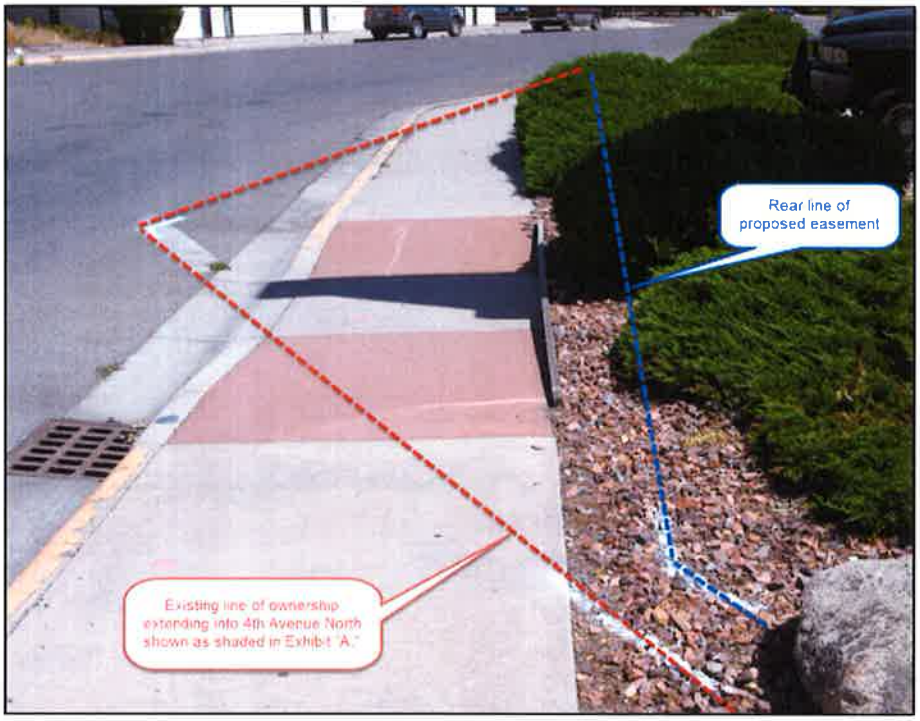


Photo of Shaded Area depicted on Exhibit "A" noting present ownership line and the line of the proposed easement. This purchase would "clean up" the ownership into the street.

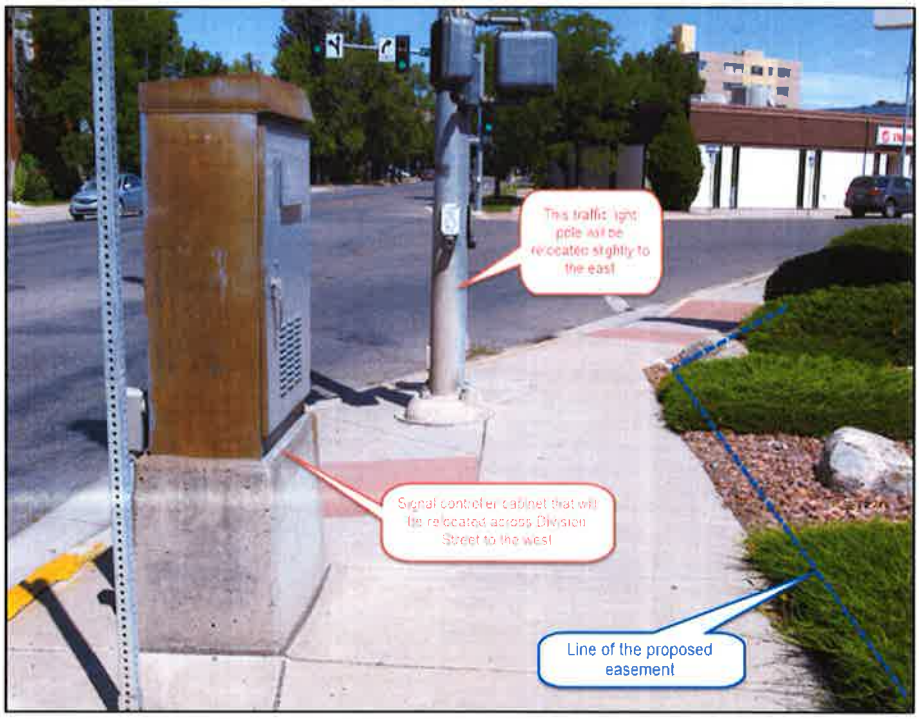


Photo showing the proposed easement line to the right in photo and also the signal controller box and the traffic light pole that will be relocated after the construction.

The total proposed easement area, according to Exhibit "A" is 348 sq. ft. The following is a concluded land value for a full purchase and for the purchase of the proposed easement.

Full Purchase of the Land

The concluded value of $12.00/sq. ft. is used to calculate the full purchase of the land acquisition:

Subject Property: 348 sq. ft. x $12.00 = $4,176, rounded to **$4,200**

FEE SIMPLE VALUE OF THE ACQUISITION: $4,200

Proposed Easement Purchase

As per Montana Department of Transportation guidelines, the easement is procured at ~~95%~~ of the value of the fee simple value. CITY = 90%.

Subject Property: 348 sq. ft. x $12.00 = $4,176

x ~~0.95~~ = ~~$3,967~~, rounded to **$4,000**

0.90 = $3,758 $3,800

VALUE OF THE EASEMENT: $4,000 (rnd.)

RECONCILIATION AND VALUE CONCLUSION

The various approaches to value utilized in this report result in the following indications of value for the subject property:

Fee-Simple Value:

Cost Approach	Not Developed
Income Approach	Not Developed
Sales Comparison Approach	
Value of Fee Simple Acquisition	$4,200.00
Value of the Proposed Easement	~~$4,000.00~~ 3,800.00

The Cost Approach is a good indicator of value when the improvements are relatively new and reflect the highest and best use of the land. In this analysis, the Cost Approach was not utilized, since the improvements were not impacted and not considered in this analysis.

The Sales Comparison Approach is a good indicator of value in an active market where there is sufficient market data for comparable properties. Sales data for land sales in this downtown neighborhood area were very hard to find and verify. This approach developed the fee-simple value of the land and the easement value was based on this conclusion. This is considered to be a credible approach to value.

The Income Approach is generally a good indicator of value for commercial properties that are typically purchased and/or developed for investment purposes and leased to other parties. No reliable ground leases of vacant lots were discovered for this report; consequently, this approach was not considered in this analysis.

The fee-simple market value of the subject acquisition as of 20 Jul 16 is concluded at:

Four Thousand Two Hundred Dollars

($4,200)

The proposed easement value for the subject property is concluded at:

~~($4,000)~~ 3,800.00

Four Thousand Dollars

ASSUMPTIONS AND LIMITING CONDITIONS:

This appraisal report has been made with the following ***general assumptions***:

1. This Appraisal Report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's files. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

2. No responsibility is assumed for the legal description or for matters including legal or title consideration. Title to the property is assumed to be good and marketable unless otherwise stated.

3. The property is appraised as if free and clear of any and all liens or encumbrances unless otherwise stated.

4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.

5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

6. All engineering and architectural data is assumed to be correct. The plot plans, building plans, and all other illustrative material in this report are included only to assist the reader in visualizing the material.

7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging engineering studies that may be required to discover them.

8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

9. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated herein

is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless non-conformity has been stated, defined, and considered in the appraisal report.

11. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained herein is based.

12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. Exhibit "A" has been made for the purposes of this report; the author is the City of Billings.

13. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the American Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

15. Any proposed improvements are assumed to be completed in a good and workmanlike manner and in accordance with plans and specifications provided to the appraiser.

This appraisal report has been made with the following ***extraordinary assumptions***:

It is assumed that all underground fuel storage tanks have been appropriately and legally removed and remedied, and that no liability exists for any environmentally-related issues on this property.

This appraisal report has been made with the following ***hypothetical conditions***:

None.

This appraisal report has been made with the following general limitations:

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.

3. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, sales, or other media without the prior written consent and approval of the appraiser.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three (3) year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made an inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.

Respectfully submitted,

Steven M. Repac Date 11 Oct 16

Steven M. Repac
Certified General Appraiser
MT #058
SSN: 517-70-1313

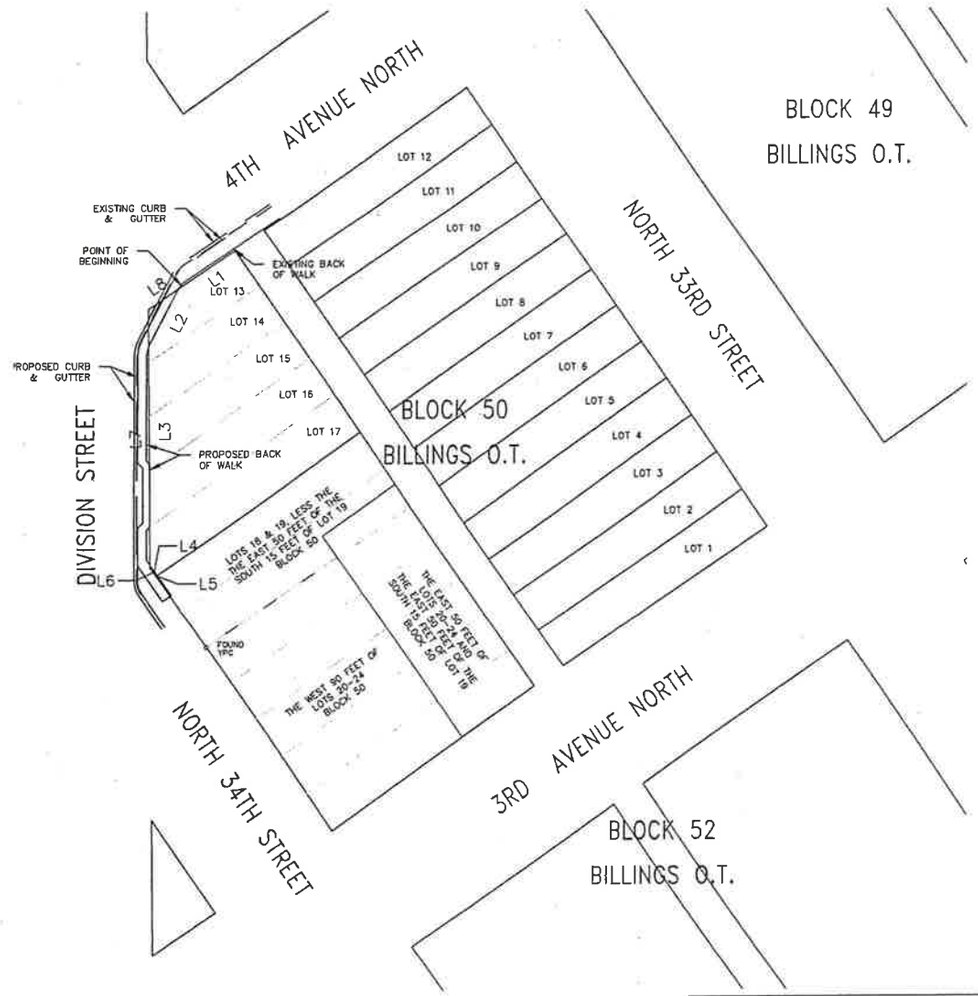
Addenda

EXHIBIT "A"

QUIT CLAIM DEED/SIDEWALK EASEMENT
SITUATED IN LOTS 13–17, BLOCK 50
OF BILLINGS ORIGINAL TOWNSITE,
DOCUMENT NUMBER 16312,
BILLINGS, YELLOWSTONE COUNTY, MONTANA

100 0 100 200

FEET



EASEMENT LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S55° 23' 30"W	35.68
L2	S27° 32' 30"W	38.70
L3	S00° 22' 00"E	122.81
L4	S34° 36' 30"E	5.40
L5	S55° 23' 30"W	1.00
L6	N34° 36' 30"W	5.70
L7	N00° 22' 00"W	144.31
L8	N55° 23' 30"E	23.12

QUIT CLAIM DEED/SIDEWALK EASEMENT DESCRIPTION

A tract of land situated in Lots 13–17, Block 50 of Billings Original Townsite, Document No. 16312, of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana.

Basis of Bearings being the plat of Billings Original Townsite, Document No. 16312.

Said tract being more particularly described as follows:
Commencing at the northeast corner of Lot 13, Block 50 of said Billings Original Townsite; thence S 55° 23' 30" W for a distance of 36.68 feet to the True Point Of Beginning; thence S 27° 32' 30" W for a distance of 38.70 feet; thence S 00° 22' 00" E for a distance of 122.81 feet; thence S 34° 36' 30" E for a distance of 5.40 feet; thence S 55° 23' 30" W for a distance of 1.00 feet; thence N 34° 36' 30" W for a distance of 5.70 feet; thence N 00° 22' 00" W for a distance of 144.31 feet; thence N 55° 23' 30" E for a distance of 23.12 feet to the Point of Beginning.
Said tract of land containing 348 square feet more or less.

LEGEND

QUIT CLAIM DEED/SIDEWALK EASEMENT

QUIT CLAIM

CITY OF BILLINGS, MONTANA
DEED/SIDEWALK EASEMENT EXHIBIT

CITY W.O. 16–12

THIS EXHIBIT IS PREPARED BY THE CITY OF BILLINGS, MONTANA

CITY OF BILLINGS
PUBLIC WORKS DEPARTMENT

Project: WO 16-12
County: Yellowstone
Designation: 4th Avenue North & Division Street Capacity Improvements

RIGHT OF WAY PURCHASE AGREEMENT

Parcel from Station-To-Station Subdivision Section Township Range:

A tract of land situated in Lots 13 – 17, Block 50 of Billings Original Townsite, Document No. 16312, of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana.

List Names & Addresses of the Grantors:

Judith J. Wallinder Revocable Trust
3330 4th Avenue North
Billings, MT 59101

DB Squared, LLC
2047 Broadwater Avenue, Suite 1
Billings, MT 59102

THIS AGREEMENT, is made this_____ day of_____, 2017, between City of Billings, a political subdivision of the State of Montana, 210 North 27th Street, Billings, MT, 59103, by its authorized representatives, herein called "CITY," its successors and assigns, and Judith J. Wallinder Revocable Trust, 3330 4th Avenue North, Billings, MT 59101; and DB Squared LLC, 2047 Broadwater Avenue, Suite 1, Billings, MT 59102, herein called "GRANTORS."

The parties agree as follows:

1. CITY shall pay GRANTORS such sums of monies as set out below. GRANTORS agree to pay all taxes and assessments due and owing, including those for year 2017. GRANTORS shall execute and deliver to CITY a notarized instrument of conveyance corresponding to the interest being acquired.

2. This agreement shall not be binding unless and until approved of and accepted by the CITY's authorized representative.

3. The parties have, herein, set out the whole of their agreement, the performance of which constitutes the entire consideration for the grant of said right of way and shall relieve the CITY of all future claims or obligations on that account or on account of the location, and construction of the proposed road improvements. GRANTORS represent

that to the best of their knowledge no hazardous materials have been stored or spilled on the subject property during their ownership or during previous ownerships at least insofar as their has observed or has been informed. In the alternative, if GRANTORS have knowledge of storage or spill of hazardous materials on the subject property, that information is set out below. This sale is conditional upon full disclosure of any such information.

4. CITY shall pay GRANTORS for 348 square feet of fee ownership as follows:

   348 square feet by deed $4,200.00

5. CITY shall make payment to GRANTORS by a check in the amount of $4,199.00, to be made payable to DB Squared, LLC and mailed to 2047 Broadwater Avenue, Suite 1, Billings, MT 59102; and a check in the amount of $1.00 to Judith J. Wallinder Revocable Trust and mailed to 3330 4th Avenue North, Billings, MT 59101.

6. It is understood and agreed that CITY is acquiring this right-of-way to construct the 4th Avenue North & Division Street Improvements which will consist of widening, curb and gutter, sidewalk, storm drain, reconstruction of the existing traffic signal, and two new storm drain inlets along the curb line. These Improvements shall be of no cost or expense to GRANTORS and shall be maintained according to CITY's policy in effect at such time maintenance is necessary. CITY further agrees that any future modifications to the existing property necessary to reasonably match these Improvements shall be at no cost or expense to GRANTORS; any future modifications to 4th Avenue North and Division Street to accommodate development of the property shall be at the expense of the developer(s).

7. This agreement, upon execution by an agent of CITY and presentation to GRANTORS so designated, constitutes a written offer of compensation in the full amount of the appraised value, a summary of the property and property rights being acquired and notice that possession need not be given until payment has been received by GRANTORS.

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

RECOMMENDED FOR APPROVAL **GRANTORS**

Project Coordinator For City of Billings (Date)

Grantor (Date)

Grantor (Date)

APPROVED OF AND ACCEPTED FOR ON BEHALF OF THE CITY OF BILLINGS:

ATTEST:

BY:_____
Thomas W. Hanel , MAYOR (Date)

BY:_____
Denise Bohlman, CITY CLERK (Date)

APPROVED AS TO FORM:

By:_____
Brent Brooks, City Attorney (Date)

WARRANTY DEED

This Deed, made this _____ day of _____, 2017, in consideration of $4,200.00 (four thousand two hundred dollars) paid by the **City of Billings**, the receipt of which is acknowledged, **witnesses that,**

Judith J. Wallinder Revocable Trust
3330 4th Avenue North
Billings, MT 59101

DB Squared, LLC
2047 Broadwater Avenue, Suite 1
Billings, MT 59102

(Grantors) do hereby **grant, warrant, sell, bargain and convey** to the **City of Billings (Grantee)**, a political subdivision of the State of Montana, 210 North 27th Street, Billings, MT 59103, the following described real property:

A tract of land situated in Lots 13 – 17, Block 50 of Billings Original Townsite, Document No. 16312, of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to wit:

Commencing at the northeast corner of Lot 13, Block 50 of said Billings Original Townsite; thence S 55° 23' 30" W for a distance of 35.68 feet to the True Point Of Beginning; thence S 27° 32' 30" W for a distance of 38.70 feet; thence S 00° 22' 00" E for a distance of 122.81 feet; thence S 34° 36' 30" E for a distance of 5.40 feet; thence S 55° 23' 30" W for a distance of 1.00 feet; thence 34 36' 30" W for a distance of 5.70 feet; thence N 00° 22' 00" W for a distance of 144.31 feet; thence N 55° 23' 30" E for a distance of 23.12 feet to the Point of Beginning. Said tract of land containing 348 square feet, more or less.

As shown by Exhibit "A", attached hereto and made part hereof.

Purpose of Acquisition is to create a right-of way parcel for construction and use of public road, utility and related appurtenant structures, pursuant to §76-3-201(1)(h), MCA, as a division of land that creates rights-of-way or utility sites.

Excepting and reserving to Grantors, however, all gas and oil, hydrocarbons and any other materials, beneath the surface of the above described and conveyed premises, together with the right to extract the same, provided that in the exercise of such right the

surface thereof shall not be disturbed, interfered with or damaged. This reservations does not include sand, gravel and other road building materials, which are conveyed by this Deed.

Further excepting and reserving unto the **Grantors**, their successors and assigns all water, water rights, ditches, canals, irrigation systems, existing or as relocated, if any, including but not limited to, water stock or shares, bonds, certificates, contracts and any and all other indicia of water, water right and ditch ownership, or any interest therein appurtenant to the land described therein, save and except groundwater for the use, benefit and purposes of the **Grantee.**

Grantors further expressly waive and relinquish all rights, as owners or successors in interest provided under law, for any preference to repurchase all or a portion of this property should it be determined no longer to be necessary for **Grantee's** purposes.

To have and to hold the above described and conveyed premises, with all the reversions, remainders, tenements, hereditaments and appurtenances thereto, unto the **Grantee,** and to its successors and assigns forever.

This Deed was executed on the date of its last acknowledgment.

By: _____

As: _____
Of:
Judith J. Wallinder Revocable Trust
3330 4th Avenue North
Billings, MT 59101

By: _____

As: _____
Of:
DB Squared, LLC
2047 Broadwater Ave., Ste. 1
Billings, MT 59102

State of Montana
County of Yellowstone

This instrument was signed before me on this_____ day of_____ _____, 20___, by
_____ (print name of signer(s).

_____
(SEAL/STAMP) Notary Signature

CITY OF BILLINGS ACCEPTANCE

This deed is accepted and its terms and conditions agreed to by the City of Billings on this _____ day of _____, 2017.

ATTEST:

_____
Denise Bohlman, City Clerk

(SEAL)

APPROVAL:

_____
Thomas W. Hanel, Mayor

APPROVED AS TO FORM:

_____
Brent Brooks, City Attorney

Consent **1. N. 1.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Resolution Amending and Restating Resolution Nos. 05-18326, 08-18738, 09-18851, 10-18939, 12-19228, and 13-19250 Related to the City's Sewer System

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The City issued Sewer System Revenue Bonds (Series 2005, 2008, 2009B, 2009C, 2010B 2010C, and 2013) which are currently outstanding and held by the Department of Natural Resources and Conservation of the State of Montana. All of these bonds are secured by cash bond reserves which the City holds and which can be used to pay bond owners if current revenues are ever insufficient to make those payments. The City agreed to use cash for these reserves and for future sewer bonds but now desires to amend the prior bond resolutions to allow the City to use a Surety Bond to fund bond reserve requirements. The City has reserved the right to amend the prior Resolutions with the written consent of the DNRC, and the DNRC has consented in writing to the amendment and restatement. The current cash reserve is $1.4 million. The resolution does not change the reserve amount but gives the City the option to use a Surety bond instead of cash or bond proceeds.

ALTERNATIVES ANALYZED

City Council may:

- Approve the resolution which will allow for the reserve requirement of the Sewer System Revenue Bond Series 2017 to be funded fully by a surety bond or;
- Disapprove the resolution which will require fully funding the reserve requirement for future bond issuances with cash.

FINANCIAL IMPACT

There is no financial impact related to this resolution.

RECOMMENDATION

Staff recommends that the City Council approve the resolution amending and restating prior sewer bond resolutions.

APPROVED BY CITY ADMINISTRATOR

Attachments

resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. _____, entitled: "RESOLUTION AMENDING AND RESTATING RESOLUTION NOS. 05-18326, 08-18738, 09-18851, 10-18939, 12-19228 and 13-19250 RELATED TO THE CITY'S SEWER SYSTEM REVENUE BONDS" (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 February 13, 2017, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand officially this 13th day of February, 2017.

_____
City Clerk

AMENDED AND RESTATED SEWER SYSTEM REVENUE BOND RESOLUTION

RESOLUTION AMENDING AND RESTATING
RESOLUTION NOS. 05-18326, 08-18738, 09-18851, 10-18939, 12-19228 and 13-19250
RELATED TO THE CITY'S SEWER SYSTEM REVENUE BONDS

CITY OF BILLINGS, MONTANA

Adopted: February 13, 2017

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RESOLUTION NO. _____

RESOLUTION AMENDING AND RESTATING RESOLUTION NOS. 05-18326, 08-18738, 09-18851, 10-18939, 12-19228 and 13-19250 RELATED TO THE CITY'S SEWER SYSTEM REVENUE BONDS

WHEREAS, the City of Billings, Montana (the "City"), pursuant to authority conferred by Montana Code Annotated, Title 7, Chapter 13, Parts 42 and 43 and Title 7, Chapter 7, Part 44, as amended, has established and presently owns and operates a municipal sewer system; and

WHEREAS, under provisions of Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended (the "Act"), the City is authorized to issue and sell its revenue bonds payable during a term not exceeding forty years from their date of issue, to provide funds for the reconstruction, improvement, betterment and extension of a municipal sewer system and to issue refunding bonds to refund bonds issued for such purposes, provided that the bonds and the interest thereon are to be payable solely out of the income and revenues to be derived from rates, fees and charges for the services, facilities and commodities furnished by such sewer system, and are not to create any obligation for the payment of which taxes may be levied, except to pay for services provided by the sewer system to the City; and

WHEREAS, pursuant to such authority and Resolution No. 05-18326, adopted by the City Council of the City on August 22, 2005, as amended and supplemented by Resolution Nos. 08-18738, 09-18851, 10-18939, 12-19228 and 13-19250, adopted July 28, 2008, July 27, 2009, May 24, 2010, October 22, 2012 and March 11, 2013, respectively (collectively, the "Prior Resolution"), the City has issued from time to time its Sewer System Revenue Bonds, of which its Series 2005 Bond, Series 2008 Bond, Series 2009B Bond, Series 2009C Bond, Series 2010B Bond, Series 2010C Bond and Series 2013 Bond (each, as hereinafter defined), are currently outstanding and held by the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"); and

WHEREAS, the City desires to amend the Prior Resolution to, among other things, provide that the City may use a Surety Bond (as hereinafter defined) in substitution for or to fund all or a portion of the Reserve Requirement on deposit in the Reserve Account, and the City has determined that it is more convenient and efficient for the City to amend and restate the Prior Resolution in its entirety; and

WHEREAS, the City reserved the right to amend the Prior Resolution with the written consent of the DNRC, and the DNRC has consented in writing to the amendment and restatement of the Prior Resolution as set forth herein; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA THAT THIS RESOLUTION SHALL AMEND, RESTATE AND SUPERSEDE THE PRIOR RESOLUTION IN ITS ENTIRETY AS FOLLOWS:

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION AND APPENDICES

Section 1.1. Definitions. In this Resolution, unless a different meaning clearly appears from the context:

"Accountant" or "Accountants" means an independent certified public accountant or a firm of independent certified public accountants selected by the City and, so long as any SRF Bonds are Outstanding, reasonably satisfactory to the DNRC.

"Acquisition and Construction Account" means the account within the Sewer System Fund established pursuant to Sections 7.1 and 7.2.

"Act" means Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended.

"Additional Bonds" means any Bonds issued pursuant to Article VI of this Resolution, excluding Subordinate Obligations.

"Administrative Expense Surcharge" means, with respect to each Outstanding SRF Bond, the surcharge by that name charged by the DNRC to the City, if any, at the rate per annum set forth in the Outstanding SRF Bond and payable by the City on the same dates that payments of interest on such Outstanding SRF Bond are due.

"Bond Counsel" shall mean any firm of nationally recognized bond counsel experienced in matters relating to tax-exempt financing, selected by the City; provided that so long as any SRF Bonds are Outstanding, such Bond Counsel shall be reasonably acceptable to the DNRC.

"Bond Register" means, with respect to any Outstanding SRF Bond, the registration books maintained by the Registrar pursuant to Section 3.3 or, with respect to a series of Additional Bonds, the registration books to be maintained by the Registrar pursuant to the Supplemental Resolution authorizing the issuance of such Additional Bonds.

"Bonds" means the Outstanding SRF Bonds and any Additional Bonds.

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

"City" means the City of Billings, Montana, or any permitted successor or assign.

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

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral Documents" means, with respect to any Outstanding SRF Bonds, any security agreement, guaranty or other document or agreement delivered to the DNRC securing the obligations of the City under this Resolution and the Outstanding SRF Bonds. If no Collateral

Documents secure such obligations, any reference to Collateral Documents in this Resolution shall be without effect.

"Consultant" means a nationally recognized consultant or firm of consultants, or an independent engineer or firm of independent engineers, or an Accountant, which in any case is qualified and has skill and experience in the preparation of financial feasibility studies or projections for facilities similar to the System or any Project, selected by the City and, so long as any SRF Bonds are Outstanding, reasonably satisfactory to the DNRC.

"Council" means the City Council of the City.

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

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

"EPA" means the Environmental Protection Agency, an agency of the United States of America, and any successor to its functions under the Clean Water Act.

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

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

"Government Obligations" means direct obligations of, or obligations the principal of and the interest on which are fully and unconditionally guaranteed as to payment by, the United States of America.

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

"Gross Revenues" means all revenues and receipts from rates, fees, charges and rentals imposed for connections with and for the availability, benefit and use of the System and from any sales of property which is a part of the System and all income received from the investment of such revenues and receipts, including interest earnings on the Operating Account, the Reserve Account, the Replacement and Depreciation Account and the Surplus Account, but excluding any special assessments or taxes levied for construction of any part of the System and the proceeds of any grant or loan from the State or the United States, and any investment income thereon, to the extent such exclusion is a condition to such grant or loan.

"Holder" means the Person in whose name a Bond is registered in the Bond Register.

"Indenture" means, with respect to any Outstanding SRF Bond, the Indenture of Trust, dated as of June 1, 1991, between the Board of Examiners of the State and the Trustee, as such may be supplemented or amended from time to time in accordance with the provisions thereof, pursuant to which, among other things, the State Bonds are to be or have been issued.

"Loan" means any loan made to the City by the DNRC pursuant to an Outstanding SRF Bond to provide funds to pay all or a portion of the costs of a Prior Project under the Program.

"Loan Loss Reserve Surcharge" means, with respect to each Outstanding SRF Bond, the surcharge by that name charged by the DNRC to the City, if any, at the rate per annum set forth in the Outstanding SRF Bond and payable by the City on the same dates that payments of interest on such Outstanding SRF Bond are due.

"Net Revenues" means the entire amount of the Gross Revenues of the System remaining upon each such monthly apportionment, after crediting to the Operating Account the amount required hereby, including sums required to maintain the Operating Reserve in the minimum amount herein stated.

"Operating Account" means the account within the Sewer System Fund established pursuant to Sections 7.1 and 7.3.

"Operating Expenses" means the current expenses, paid or accrued, of operation, maintenance and current repair of the System and its facilities, as calculated in accordance with sound accounting practices, and shall include, without limitation, administrative expenses of the City relating solely to the System, premiums for insurance on the properties thereof, labor and the cost of materials and supplies used for current operation and for maintenance, and charges for the accumulation of appropriate reserves for current expenses which are not recurrent monthly but may reasonably be expected to be incurred in accordance with sound accounting practices. Operating Expenses shall not include interest expense or depreciation, renewals or replacements of capital assets of the System and shall not include any portion of the salaries or wages paid to any officer or employee of the City, except such portion as shall represent reasonable compensation for the performance of duties necessary to the operation of the System.

"Operating Reserve" means the reserve to be maintained in the Operating Account as required by Section 7.3.

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

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

(b) Bonds and portions of Bonds for whose payment or redemption money or Government Obligations (as provided in Section 11.04) shall have been theretofore deposited in trust for the Holders of such Bonds; provided, however, that if such Bonds are to be redeemed, notice of such redemption shall have been duly given pursuant to this Resolution or irrevocable instructions to call such Bonds for redemption at a stated Redemption Date shall have been given by the City; and

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

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

"Outstanding SRF Bonds" means the outstanding Series 2005 Bond, Series 2008 Bond, Series 2009B Bond, Series 2009C Bond, Series 2010B Bond, Series 2010C Bond and Series 2013 Bond issued to the DNRC under the Program.

"Person" means any Private Person or Public Entity.

"Prior Loans" means the 2005 Loan, the 2008 Loan, the 2009B Loan, the 2009C Loan, the 2010B Loan, the 2010C Loan and the 2013 Loan.

"Prior Projects" means the 2005 Project, the 2008 Project, the 2009 Project, the 2010 Project and the 2013 Project, each as described in Appendix A hereto.

"Prior Resolution" means Resolution No. 05-18326, adopted by the Council on August 22, 2005, as amended and supplemented by Resolution Nos. 08-18738, 09-18851, 10-18939, 12-19228 and 13-19250, adopted July 28, 2008, July 27, 2009, May 24, 2010, October 22, 2012 and March 11, 2013, respectively.

"Private Person" means an individual, corporation, partnership, association, joint venture, limited liability company, limited liability partnership, joint stock company, trust or unincorporated organization, except a Public Entity.

"Program" means the Water Pollution Control State Revolving Loan Program established by the State Act.

"Project" means the designing, engineering, acquiring, constructing, installing, improving, or enlarging the System, or any part thereof, including the Prior Projects.

"Public Entity" means a State agency, municipality, city, county, school district, political or administrative subdivision of State government, irrigation district, county water and sewer district or other public body established by State law.

"Rebate Account" means the account within in the Sewer System Fund established pursuant to Sections 7.1 and 7.9.

"Redemption Date" means, with respect to any Obligation to be redeemed, the date on which it is to be redeemed pursuant hereto.

"Registrar" means, with respect to any Outstanding SRF Bond, the Registrar appointed pursuant to Section 3.3 or, with respect to a series of Additional Bonds, the Registrar appointed pursuant to the Supplemental Resolution authorizing the issuance of such Additional Bonds.

"Regulations" shall mean the Treasury Regulations promulgated under the Code.

"Replacement and Depreciation Account" means the account within the Sewer System Fund established pursuant to Sections 7.1 and 7.6.

"Reserve Account" means the account within the Sewer System Fund established pursuant to Sections 7.1 and 7.5.

"Reserve Requirement" means, as of the date of calculation, an amount equal to the maximum amount of principal and interest payable on the Bonds in the current or any future Fiscal Year (giving effect to any Sinking Fund Payment Dates with respect to any series of Bonds).

"Resolution" means this Resolution as it may from time to time be amended or supplemented in accordance with its terms.

"Revenue Bond Account" means the account within the Sewer System Fund established pursuant to Section 7.1 and 7.4.

"Series 2005 Bond" means the First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2005, which is Outstanding as of January 15, 2017 in the principal amount of $2,264,000.

"Series 2008 Bond" means the First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2008, which is Outstanding as of January 15, 2017 in the principal amount of $4,217,000.

"Series 2009B Bond" means the Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B, which is Outstanding as of January 15, 2017 in the principal amount of $239,000.

"Series 2009C Bond" means the First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C, which is Outstanding as of January 15, 2017 in the principal amount of $2,875,000.

"Series 2010B Bond" means the First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010B, which is Outstanding as of January 15, 2017 in the principal amount of $605,000.

"Series 2010C Bond" means the First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C, which is Outstanding as of January 15, 2017 in the principal amount of $1,753,000.

"Series 2013 Bond" means the Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2013, which is Outstanding as of January 15, 2017 in the principal amount of $2,548,000.

"Sewer System Fund" means the Sewer System Fund established pursuant to Section 7.1.

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

"SRF Bonds" means the Bonds issued by the City to the DNRC under the Program.

"State" means the State of Montana.

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

"State Bonds" means the State's General Obligation Bonds (Water Pollution Control State Revolving Fund Program), issued pursuant to the Indenture. In the event the State Bonds are refunded, all references in this Resolution to State Bonds shall be deemed to refer to the refunding bonds and any bonds of the State on a parity with such refunding bonds (together, the "Refunding Bonds") or, in the case of a crossover refunding, to the State Bonds and such Refunding Bonds. In the event the State Bonds are refunded by an issue of bonds other than State Bonds, all references in this Resolution to the State Bonds shall be deemed to refer to such other bonds or, in the case of a crossover refunding, both the State Bonds and such other bonds.

"Stated Maturity" means, with respect to any Obligation, the date specified in such Obligation as the fixed date on which the principal of such Obligation is due and payable.

"Subordinate Obligations" means any bonds, notes or obligations of the City issued on a subordinate basis to the Bonds as to Net Revenues pursuant to Section 6.4.

"Subordinate Obligations Account" means the account within the Sewer System Fund established pursuant to Sections 7.1 and 7.8.

"Supplemental Resolution" means any resolution supplemental to or amendatory of this Resolution adopted in accordance with the requirements of Article IX.

"Surety Bond" means a surety bond issued for the Reserve Account by an insurance company initially rated in one of the two highest rating categories by Fitch, Inc., Moody's Investors Service, Inc., or Standard & Poor's, a division of The McGraw-Hill Companies, Inc., or any successors thereto.

"Surplus Account" means the account within the Sewer System Fund established pursuant to Sections 7.1 and 7.7.

"Surplus Net Revenues" shall mean that portion of the Net Revenues in excess of the current requirements of the Revenue Bond Account and the Reserve Account.

"System" means the existing municipal sewer system of the City and all extensions, improvements and betterments thereof hereafter constructed and acquired, including, without limitation, each Project.

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

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

"2005 Loan" means the loan from the DNRC to the City evidenced by the Series 2005 Bond.

"2005 Project" means the facilities, improvements and activities financed with proceeds of the Series 2005 Bond, as more particularly described in Appendix A hereto.

"2008 Loan" means the loan from the DNRC to the City evidenced by the Series 2008 Bond.

"2008 Project" means the facilities, improvements and activities financed with proceeds of the Series 2008 Bond, as more particularly described in Appendix A hereto.

"2009 Project" means the facilities, improvements and activities financed with proceeds of the Series 2009B Bond and the Series 2009C Bond, as more particularly described in Appendix A hereto.

"2009B Loan" means the loan from the DNRC to the City evidenced by the Series 2009B Bond.

"2009C Loan" means the loan from the DNRC to the City evidenced by the Series 2009C Bond.

"2010 Project" means the facilities, improvements and activities financed with proceeds of the Series 2010B Bond and the Series 2010C Bond, as more particularly described in Appendix A hereto.

"2010B Loan" means the loan from the DNRC to the City evidenced by the Series 2010B Bond.

"2010C Loan" means the loan from the DNRC to the City evidenced by the Series 2010C Bond.

"2013 Loan" means the loan from the DNRC to the City evidenced by the Series 2013 Bond.

"2013 Project" means the facilities, improvements and activities financed with proceeds of the Series 2013 Bond, as more particularly described in Appendix A hereto.

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

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

(b) Terms in the singular include the plural and vice versa.

(c) All references to time shall refer to Helena, Montana time, unless otherwise provided herein.

(d) All references to mail shall refer to first-class mail postage prepaid.

(e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(f) "Or" is not exclusive, but is intended to permit or encompass one, more or all of the alternatives conjoined.

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

(a) Appendix A: Description of the Prior Projects

(b) Appendix B-1: Form of Series 2005 Bond

(c) Appendix B-2: Form of Series 2008 Bond

(d) Appendix B-3: Form of Series 2009B Bond

(e) Appendix B-4: Form of Series 2009C Bond

(f) Appendix B-5: Form of Series 2010B Bond

(g) Appendix B-6: Form of Series 2010C Bond

(h) Appendix B-7: Form of Series 2013 Bond

ARTICLE II

THE BONDS

Section 2.1. General Title. The general title of the Bonds of all series shall be "Sewer System Revenue Bonds." Bonds of each series shall be titled so as to distinguish them from Bonds of all other series.

Section 2.2. General Limitations; Issuable in Series. The aggregate principal amount of Bonds that may be authenticated and delivered and Outstanding under this Resolution is not limited, except as provided in Article VI or any Supplemental Resolution under which any series of Bonds is issued and except as may be limited by law.

The Bonds may be issued in series as from time to time authorized by the Council. With respect to the Bonds of any particular series, the City may incorporate in or add to the general title of such Bonds any words, letters or fixtures designed to distinguish that series.

The Bonds shall be special, limited obligations of the City. Principal of, premium, if any, and interest on the Bonds shall be payable solely from Net Revenues (other than to the extent payable out of proceeds of the Bonds). The Bonds shall not be or constitute a pledge of the general credit or taxing powers of the City of any kind whatsoever. Neither the Bonds nor any of the agreements or obligations of the City contained herein shall be construed to constitute an indebtedness of the State or the City within the meaning of any constitutional or statutory provisions whatsoever.

If the Stated Maturity for the payment of any interest on or principal of any Bond or if any Redemption Date or Sinking Fund Payment Date shall be a day which is not a Business Day, then such payment may be made on the next succeeding Business Day, with the same force and effect as if made on such Stated Maturity, Redemption Date or Sinking Fund Payment Date (whether or not such next succeeding Business Day occurs in a succeeding month).

Section 2.3. Terms of Particular Series. Each series of Bonds (except the Outstanding SRF Bonds, which were created under the Prior Resolution and which exist and are confirmed and ratified pursuant to this Resolution) shall be created by a Supplemental Resolution. The Bonds of each series (except the Outstanding SRF Bonds, which were created under the Prior Resolution and which exist and are confirmed and ratified pursuant to this Resolution) shall bear such date or dates, shall be payable at such place or places, shall have such Stated Maturities and Redemption Dates, shall bear interest at such rate or rates, from such date or dates, shall be payable in such installments and on such dates and at such place or places, and may be redeemable at such price or prices and upon such terms (in addition to the prices and terms herein specified for redemption of all Bonds) as shall be provided in the Supplemental Resolution creating that series, all upon such terms as the City may determine. The City may, at the time of the creation of any series of Bonds or at any time thereafter, make, and the Bonds of that series may contain provision for:

(a) a sinking, amortization, improvement or other analogous fund;

(b) limiting the aggregate principal amount of the Bonds of that series and of additional Bonds thereafter to be issued;

(c) exchanging Bonds of that series, at the option of the Holders thereof, for other Bonds of the same series of the same aggregate principal amount of a different authorized kind or authorized denomination or denominations; or

(d) registration, transfer and delivery.

Section 2.4. Form and Denominations of Particular Series. The form of the Bonds of each series (except the Outstanding SRF Bonds, which were created under the Prior Resolution and which exist and are confirmed and ratified pursuant to this Resolution) shall be established by the provisions of the Supplemental Resolution creating such series. The Bonds of each series shall be distinguished from the Bonds of other series in such manner as the City may determine.

The Bonds of each series shall be in such denominations as shall be provided in the Supplemental Resolution creating such series (except the Outstanding SRF Bonds, which were created under the Prior Resolution and which exist and are confirmed and ratified pursuant to this Resolution). In the absence of any such provision with respect to the Bonds of any particular series, the Bonds of such series shall be in the denomination of $5,000 or any integral multiple thereof of single maturities.

Section 2.5. Execution and Authentication. The Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor, and attested by the signature of the City Clerk (or other officers of the City authorized by Supplemental Resolution). The signature of any official may be facsimile, if permitted by applicable law. Any Bond bearing the manual or facsimile signature of an individual who was at any time an appropriate officer of the City shall be valid and sufficient for all purposes, regardless whether such individual held such office as of the date of sale, issue or delivery of such Bond. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on each 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 and in accordance with the provisions hereof. The seal of the City need not be affixed to or imprinted on any Bond.

Section 2.6. Temporary Bonds. Pending the preparation of Bonds, the City, if authorized by law, may execute and deliver temporary Bonds which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the Bonds in lieu of which they are issued, with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such Bonds may determine, as evidenced by their signing of such Bonds.

If temporary Bonds are issued, the City will cause Bonds to be prepared without unreasonable delay. After the preparation of Bonds, the temporary Bonds shall be exchangeable for Bonds upon surrender of the temporary Bonds, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Bonds, the City shall execute and deliver in exchange therefor a like principal amount of Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same security and benefits under this Resolution as Bonds.

Section 2.7. Priority of Payments. All Bonds shall be secured, equally and ratably, by a first lien upon the Net Revenues of the System (the Gross Revenues being subject to the prior appropriation thereof to the Operating Account for the payment of Operating Expenses) and secured by the Reserve Account, without preference or priority of any one Bond over any other by reason of serial number, date of issue, series designation or otherwise; provided that if at any time the Net Revenues on hand in the Sewer System Fund are insufficient to pay principal and interest then due on all such Bonds, any and all Net Revenues and taxes then on hand shall be first used to pay the interest accrued on all Outstanding Bonds, and the balance shall be applied *pro rata* toward payment of the maturing principal of such Bonds.

ARTICLE III

OUTSTANDING SRF BONDS

Section 3.1. Issuance and Sale of the Outstanding SRF Bonds. Each Outstanding SRF Bond was issued pursuant to the Act and the Prior Resolution as then in effect. Each Outstanding SRF Bond was issued and sold to the DNRC without public sale pursuant to Section 7-7-4433 of the Act. Each Outstanding SRF Bond and its terms are herein set forth and shall be governed pursuant to this Resolution.

Section 3.2. Terms. Each Outstanding SRF Bond was issued as a single, fully registered bond, in the maximum principal amount, with the dated date and bearing interest at the rate set forth in such Bond, the forms of which are attached as Appendices B-1 through B-7 hereto. The principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge, if any, on each Outstanding SRF Bond are payable on the same dates and in the same amounts as the principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge, if any, on the corresponding Loan are payable, as shown on Schedule B to each Outstanding SRF Bond. The City may prepay each Outstanding SRF Bond, in whole or in part, only upon the terms and conditions under which it can prepay the corresponding Loan.

Section 3.3. Negotiability, Transfer and Registration. Each Outstanding SRF Bond was issued fully registered as to both principal and interest, and was initially registered in the name of and payable to the DNRC. While so registered, principal of and interest on each Outstanding SRF Bond shall continue to be payable to the DNRC at the Office of the Department of Natural Resources and Conservation, 1625 Eleventh Avenue, P.O. Box 201601, Helena, Montana 59620-1601, Attention: Conservation and Resource Development Division, or such other place as may be designated by the DNRC in writing and delivered to the City. Each Outstanding SRF Bond was issued as a negotiable Bond, subject to the provisions for registration and transfer contained in this Section 3.3. No transfer of any Outstanding SRF Bond shall be valid unless and until (1) the holder of such Outstanding SRF Bond, or his duly authorized attorney or legal representative, has executed the form of assignment appearing on such Outstanding SRF Bond, and (2) the City Finance Director, as registrar, transfer agent and paying agent (the "Registrar"), has duly noted the transfer on such Outstanding SRF Bond and recorded the transfer in the Bond Register. The Registrar may, prior to noting and recording the transfer, require appropriate proof of the transferor's authority and the genuineness of the transferor's signature. The City shall be entitled to deem and treat the person in whose name an Outstanding SRF Bond is registered as the absolute owner of such Outstanding SRF Bond for all purposes, notwithstanding any notice to the contrary, and all payments to the registered holder shall be valid and effectual to satisfy and discharge the City's liability upon such Outstanding SRF Bond to the extent of the sum or sums so paid.

Section 3.4. Execution and Delivery. Each Outstanding SRF Bond was executed on behalf of the City by the manual or facsimile signatures of the Mayor and the City Clerk. Each Outstanding SRF Bond was delivered to the DNRC, or its attorney or legal representative.

ARTICLE IV

REPAYMENT OF PRIOR LOANS

Section 4.1. Repayment of Prior Loans. The payments of principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge, if any, on the Prior Loans shall be due on the dates and in the amounts shown in Schedule B to the corresponding Outstanding SRF Bond. The portion of each such loan repayment consisting of principal, the portion consisting of interest and the amount of each Administrative Expense Surcharge and Loan Loss Reserve Surcharge, if any, shall be as set forth in Schedule B to the respective Outstanding SRF Bond.

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

Any payment of principal, interest, Administrative Expense Surcharge or Loan Loss Reserve Surcharge under this Section 4.1 shall also be credited against the same payment obligation under the corresponding Outstanding SRF Bond.

Section 4.2. Additional Payments. The City shall also pay, within 30 days after receipt of a bill therefor, from any legally available funds therefor, all reasonable expenses of the DNRC and the Trustee in connection with the Outstanding SRF Bonds, including, but not limited to:

(i) the cost of reproducing this Resolution, the Collateral Documents and the Outstanding SRF Bonds;

(ii) the fees and disbursements of Bond Counsel and other counsel utilized by the DNRC and the Trustee in connection with the Outstanding SRF Bonds and the enforcement thereof; and

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

Section 4.3. Prepayments. The City may not prepay all or any part of the outstanding principal amount of the Outstanding SRF Bonds unless (i) it obtains the prior written consent of the DNRC thereto, and (ii) no principal, interest or Administrative Expense Surcharge or Loan Loss Reserve Surcharge, if any, relating to such Bond is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Outstanding SRF Bonds are prepaid in part pursuant to

this Section 4.3, such prepayments shall be applied to principal payments in inverse order of maturity.

Section 4.4. Obligations of City Unconditional. The obligations of the City to make the payments required by this Resolution and the Outstanding SRF Bonds and to perform its other agreements contained in this Resolution, the Outstanding SRF Bonds and Collateral Documents shall be absolute and unconditional, except as otherwise provided herein or in such documents. The City (a) shall not suspend or discontinue any payments provided for in this Resolution and the Outstanding SRF Bonds, (b) shall perform all its other agreements in this Resolution, the Outstanding SRF Bonds and the Collateral Documents and (c) shall not terminate this Resolution, the Outstanding SRF Bonds or the Collateral Documents for any cause, including any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Prior Projects or the System, commercial frustration of purpose, any dispute with the DNRC or the EPA, any change in the laws of the United States or of the State or any political subdivision of either or any failure of the DNRC to perform any of its agreements, whether express or implied, or any duty, liability or obligation arising from or connected with this Resolution.

Section 4.5. Limited Liability. All payments of principal of and interest on the Prior Loans and other payment obligations of the City hereunder and under the Outstanding SRF Bonds shall be special, limited obligations of the City payable solely out of the Net Revenues and shall not be payable out of any other revenues of the City. The obligations of the City under this Resolution and the Outstanding SRF Bonds shall never constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power. The taxing powers of the City are not pledged to pay principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge, if any, on the Outstanding SRF Bonds, and no funds or property of the City other than the Net Revenues are pledged to pay the principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge, if any, on the Outstanding SRF Bonds.

ARTICLE V

REPRESENTATIONS AND COVENANTS OF CITY WITH RESPECT TO OUTSTANDING SRF BONDS AND PRIOR LOANS

Section 5.1. Representations and Warranties. The City represents and warrants to the DNRC as of the date issuance of each Outstanding SRF Bond and as of the date hereof as follows:

(a) Organization and Authority. The City:

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

(ii) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the System and to carry

on its current activities with respect to the System, to adopt this Resolution, to issue the Outstanding SRF Bonds and to enter into the Collateral Documents and to carry out and consummate all transactions contemplated by this Resolution, the Outstanding SRF Bonds and the Collateral Documents;

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

(iv) has taken all proper action to authorize the execution, delivery and performance of its obligations under this Resolution, the Outstanding SRF Bonds and the Collateral Documents and the incurrence of the debt evidenced by the Outstanding SRF Bonds.

(b) Litigation. There is no litigation or proceeding pending, or to the knowledge of the City threatened, against or affecting the City in any court or before or by any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the existence, corporate or otherwise, of the City, or the ability of the City to make all payments and otherwise perform its obligations under this Resolution, the Outstanding SRF Bonds and the Collateral Documents, or the financial condition of the City, or the transactions contemplated by this Resolution, the Outstanding SRF Bonds and the Collateral Documents or the validity and enforceability of this Resolution, the Outstanding SRF Bonds and the Collateral Documents. No referendum petition has been filed with respect to any resolution or other action of the City relating to the Prior Projects, the Outstanding SRF Bonds or any Collateral Documents and the period for filing any such petition will have expired before issuance of the Outstanding SRF Bonds.

(c) Borrowing Legal and Authorized. The adoption of this Resolution, the execution and delivery of the Outstanding SRF Bonds and the Collateral Documents and the consummation of the transactions provided for in this Resolution, the Outstanding SRF Bonds and the Collateral Documents and compliance by the City with the provisions of this Resolution, the Outstanding SRF Bonds and the Collateral Documents:

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

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

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

(e) Governmental Consent. The City has obtained or made all permits, findings and approvals required to the date of adoption of this Resolution by any governmental body or officer for the making and performance by the City of its obligations under this Resolution, the Outstanding SRF Bonds and the Collateral Documents or with respect to the Prior Projects, the financing or refinancing thereof or the reimbursement of the City for the costs thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority (other than those, if any, already obtained) is required on the part of the City as a condition to adopting this Resolution, issuing the Outstanding SRF Bonds or entering into the Collateral Documents and the performance of the City's obligations hereunder and thereunder.

(f) Binding Obligation. This Resolution, the Outstanding SRF Bonds and the Collateral Documents are the valid and binding special, limited obligations of the City, enforceable against the City in accordance with their terms except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, moratorium, reorganization, insolvency or similar laws affecting creditors' rights and general principles of equity.

(g) The Prior Projects. The Prior Projects consist of the facilities, improvements and activities described in Appendix A hereto. The City has complied with all covenants and agreements contained in the Prior Resolution as then in effect with respect to each Prior Project. The Prior Projects comprised facilities of a type that, as determined by the EPA, facilitate compliance with the national water pollution control regulations applicable to the System or will otherwise significantly further the health protection objectives of the Clean Water Act. Construction of the Prior Projects complied with applicable federal and State standards, including, without limitation, EPA regulations and standards. The Prior Projects were projects of the type permitted to be financed under the Act, the State Act, the Program and Title VI of the Clean Water Act.

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

(i) Compliance With Law. The City:

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

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

Section 5.2. Covenants With Respect to Outstanding SRF Bonds. During the time that any of the Outstanding SRF Bonds remain Outstanding, the City covenants and agrees with the DNRC as follows:

(a) Insurance. The City at all times shall keep and maintain with respect to the System property and casualty insurance and liability insurance with financially sound and reputable insurers, or self-insurance as authorized by State law, against such risks and in such amounts, and with such deductible provisions, as are customary in the State in the case of entities of the same size and type as the City and similarly situated and shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for all such insurance. Nothing herein shall be construed to prohibit or preclude the City from self-insuring or participating in a self-insurance program in compliance with the provisions of State law. All such insurance policies shall name the DNRC as an additional insured to the extent permissible under such policies. Each policy must provide that it cannot be cancelled by the insurer without giving the City and the DNRC 30 days' prior written notice. The City shall give the DNRC prompt notice of each insurance policy it obtains or maintains to comply with this paragraph (b) and of each renewal, replacement, change in coverage or deductible under or amount of or cancellation of each such insurance policy and the amount and coverage and deductibles and carrier of each new or replacement policy. Such notice shall specifically note any adverse change as being an adverse change.

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

(c) Further Assurance. The City shall execute and deliver to the DNRC all such documents and instruments and do all such other acts and things as may be necessary or required by the DNRC to enable the DNRC to exercise and enforce its rights

under this Resolution, the Outstanding SRF Bonds and the Collateral Documents and to realize thereon, and record and file and re-record and refile all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or required by the DNRC to validate, preserve and protect the position of the DNRC under this Resolution, the Outstanding SRF Bonds and the Collateral Documents.

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

(i) The City shall, at its expense, take all necessary action to maintain and preserve the lien and security interest of this Resolution and the Collateral Documents so long as any amount is owing under this Resolution or the Outstanding SRF Bonds.

(ii) The City shall forthwith, after the execution and delivery of the Outstanding SRF Bonds and thereafter from time to time, cause this Resolution and any Collateral Documents granting a security interest in revenues or real or personal property and any financing statements or other notices or documents relating thereto to be filed, registered and recorded in such manner and in such places as may be required by law in order to perfect and protect fully the lien and security interest hereof and thereof and the security interest in them granted by this Resolution and, from time to time, shall perform or cause to be performed any other act required by law, including executing or causing to be executed any and all required continuation statements and shall execute or cause to be executed any further instruments that may be requested by the DNRC for such perfection and protection.

(iii) Except to the extent it is exempt therefrom, the City shall pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of the documents described in subparagraph (ii) above, and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Outstanding SRF Bonds and the Collateral Documents and the documents described in subparagraph (ii) above.

(e) Financial Information. The City agrees that for each Fiscal Year it shall furnish to the DNRC and the DEQ, promptly when available:

(i) the preliminary budget for the System, with items for the Prior Projects shown separately; and

(ii) when adopted, the final budget for the System, with items for the Prior Projects shown separately.

The City will cause proper and adequate books of record and account to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the System, the monthly Gross Revenues derived from its operation, and the

segregation and application of the Gross Revenues in accordance with this Resolution, in such reasonable detail as may be determined by the City in accordance with generally accepted governmental accounting practice and principles. It will cause such books to be maintained on the basis of the same Fiscal Year as that utilized by the City. The City shall, within 365 days after the close of each Fiscal Year, cause to be prepared and supply to the DNRC a financial report with respect to the System for such Fiscal Year. The report shall be prepared at the direction of the City Finance Director in accordance with applicable generally accepted governmental accounting principles and, in addition to whatever matters may be thought proper by the City Finance Director to be included therein, shall include the following:

(i) A statement or statements showing in detail of the income and expenditures of the System for the Fiscal Year, identifying capital expenditures and separating them from operating expenditures;

(ii) A balance sheet as of the end of the Fiscal Year; and

(iii) The number of premises connected to the System at the end of the Fiscal Year;

(iv) The amount on hand in the Sewer System Fund at the end of the Fiscal Year;

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

(vi) A determination that the report shows full compliance by the City with the provisions of this Resolution during the Fiscal Year covered thereby, including proper segregation of the capital expenditures from operating expenses, maintenance of the required balance in the Revenue Bond Account and receipt of Net Revenues during each Fiscal Year at least equal to 125% of the maximum amount of principal and interest payable on outstanding Bonds in any subsequent Fiscal Year, or, if the report should reveal that the revenues have been insufficient for compliance with this Resolution, or that the methods used in accounting for such revenues were contrary to any provision of this Resolution, the report shall include a full explanation thereof, together with recommendations for such change in rates or accounting practices or in the operation of the System as may be required.

The City shall also have prepared and supplied to the DNRC and the DEQ, within 365 days of the close of each Fiscal Year, an audit report prepared by an independent certified public accountant or an agency of the state in accordance with generally accepted governmental accounting principles and practice with respect to the financial statements and records of the System. The audit report shall include an analysis of the City's compliance with the provisions of this Resolution.

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

(g) Records. After reasonable notice from the EPA or the DNRC, the City shall make available to the EPA or the DNRC such records as the EPA or the DNRC reasonably requires to review and determine compliance with Title VI of the Clean Water Act, as provided in Section 606(e) of the Clean Water Act.

(h) Compliance with Clean Water Act. The City has complied and shall comply with all conditions and requirements of the Clean Water Act pertaining to the Prior Loans and the Prior Projects.

(i) Program Covenant. The City agrees that neither it nor any "related person" to the City (within the meaning of Section 147(a)(2) of the Code) shall, whether pursuant to a formal or informal arrangement, acquire bonds issued by the State under the Indenture in an amount related to the amount of the Outstanding SRF Bonds.

Section 5.3. Tax-Exempt Status of State Bonds. During the time that any of the Outstanding SRF Bonds remain Outstanding, the City covenants and agrees with the DNRC as follows:

(a) The City will not use or permit to be used any of the proceeds of the Outstanding SRF Bonds or any other funds of the City, directly or indirectly, in a manner that would cause, or take any other action that would cause, any State Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code or would otherwise cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(b) The City agrees that it will not enter into, or allow any "related person" (as defined in Section 147(a)(2) of the Code) to enter into, any arrangement, formal or informal, for the purchase of the State Bonds or any other obligations of the DNRC in an amount related to the amount of the Prior Loans or the portion of the Prior Loans derived directly or indirectly from proceeds of the State Bonds.

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

(d) Any portion of a Prior Project financed with proceeds of a Prior Loan was acquired by and is now and shall, during the term of the Outstanding SRF Bond in respect of such Prior Project, be owned by the City and not by any other Person. Notwithstanding the previous sentence, the City may transfer such Prior Project or a portion thereof to another Governmental Unit which is also a Public Entity if such transfer is otherwise permitted hereunder and if such organization agrees with the DNRC to comply with Sections 5.2(g), 5.2(h) and 8.2 hereof and if the DNRC receives an

opinion of Bond Counsel to the effect that such transfer will not violate the State Act or the Clean Water Act or adversely affect the exclusion of interest on the State Bonds from gross income for purposes of federal income taxation. In addition, except as otherwise provided in this Resolution or in any Collateral Documents, the City may sell or otherwise dispose of any portion of a Prior Project which has become obsolete or outmoded or is being replaced or for other reasons is not needed by the City or beneficial to the general public or necessary to carry out the purposes of the Clean Water Act.

(e) The City shall comply with the arbitrage rebate requirements of Section 148 of the Code (the "Arbitrage Rebate Instructions"), if any, delivered to it by the DNRC at the time of delivery to the DNRC of such Outstanding SRF Bonds. The Arbitrage Rebate Instructions may be amended or replaced by new Arbitrage Rebate Instructions delivered by the DNRC and accompanied by an opinion of Bond Counsel to the effect that the use of said amended or new Arbitrage Rebate Instructions will not adversely affect the excludability of interest on the State Bonds (except State Bonds the interest on which the State did not intend to be excluded from gross income for federal income tax purposes) from gross income of the recipients thereof for federal income tax purposes.

(f) The City agrees that during the term of the Prior Loans it will not contract with or permit any Private Person to manage the Prior Projects or any portion thereof except according to a written management contract and upon delivery to the DNRC of an opinion of Bond Counsel to the effect that the execution and delivery of such management contract will not violate the State Act or the Clean Water Act or adversely affect the exclusion of interest on the State Bonds from gross income or purposes of federal income taxation.

(g) The City shall not lease all or any portion of a Prior Project to any Person other than a nonexempt person which agrees in writing with the City and the State not to cause any default to occur under this Resolution, provided the City may lease all or any portion of a Prior Project to a nonexempt person pursuant to a lease which in the opinion of Bond Counsel delivered to the DNRC will not cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(h) The City shall not change the use or nature of all or any portion of a Prior Project (i) if such change will violate the Clean Water Act, or (ii) so long as the State Bonds are outstanding unless, in the opinion of Bond Counsel delivered to the DNRC, such change will not result in the inclusion in gross income of interest on the State Bonds for federal income tax purposes.

Section 5.4. Indemnification of DNRC and DEQ. The City shall, to the extent permitted by law, indemnify and save harmless the DNRC and the DEQ and their officers, employees and agents (each an "Indemnified Party" or, collectively, the "Indemnified Parties") against and from any and all claims, damages, demands, expenses, liabilities and losses of every kind asserted by or on behalf of any Person arising out of the acts or omissions of the City or its employees, officers, agents, contractors, subcontractors, or consultants in connection with or with regard or in any way relating to the condition, use, possession, conduct, management,

planning, design, acquisition, construction, installation or financing of the Prior Projects. The City shall, to the extent permitted by law, also indemnify and save harmless the Indemnified Parties against and from all costs, reasonable attorneys' fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. If any proceeding is brought against an Indemnified Party by reason of such claim or demand, the City shall, upon notice from an Indemnified Party, defend such proceeding on behalf of the Indemnified Party. Notwithstanding the foregoing, the City shall not be obligated to indemnify an Indemnified Party or any of its officers, employees or agents or hold any of them harmless against or from or in respect of any claim, damage, demand, expense, liability or loss arising from the intentional or willful misconduct or gross negligence of the Indemnified Parties.

Section 5.5. Tax Matters. During the time that any of the Outstanding SRF Bonds remain Outstanding, the City covenants and agrees with the DNRC as follows:

(a) Use of Prior Projects. The Prior Projects have been and will continue to 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 Prior Projects or security for the payment of the Outstanding SRF Bonds which might cause the Outstanding SRF Bonds to be considered "private activity bonds" or "private loan bonds" within the meaning of Section 141 of the Code.

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

(c) 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 Outstanding SRF Bonds pursuant to this Resolution, executed and delivered to the DNRC, as authorized and directed under the Prior Resolution, certificates 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 Outstanding SRF Bonds, it was reasonably expected that the proceeds of the Outstanding SRF Bonds will not be used in a manner that would cause the Outstanding SRF Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

(d) Arbitrage Rebate. The City acknowledges that the Outstanding SRF Bonds are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the

Outstanding SRF Bonds from gross income for federal income tax purposes, unless the Outstanding SRF Bonds qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no "gross proceeds" of the Outstanding SRF Bonds (other than amounts constituting a "bona fide debt service fund") arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the City Finance Director executed Rebate Certificates at the time of issuance of each Outstanding SRF Bond, 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.

Section 5.6. Continuing Disclosure. The City understands and acknowledges that the DNRC acquired the Outstanding SRF Bonds under the Program pursuant to which the State issues from time to time State Bonds to provide funds therefor. The City covenants and agrees that, so long as any Outstanding SRF Bonds are Outstanding, upon written request of the DNRC from time to time, the City will promptly provide to the DNRC all information that the DNRC reasonably determines to be necessary or appropriate to offer and sell State Bonds or to provide continuing disclosure in respect of State Bonds, whether under Rule 15c2-12 (17 C.F.R. § 240.15c2-12) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, or otherwise. Such information shall include, among other things and if so requested, financial statements of the City prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time (such financial statements to relate to a Fiscal Year or any period therein for which they are customarily prepared by the City, and, if for a Fiscal Year and so requested by the DNRC, subject to an audit report and opinion of an accountant or government auditor, as permitted or required by the laws of the State). The City will also provide, with any information so furnished to the DNRC, a certificate of the Mayor and the City Finance Director of the City to the effect that, to the best of their knowledge, such information does not include any untrue statement of a material fact or omit to state any material fact required to be stated therein to make the statements made, in light of the circumstances under which they are made, not misleading.

ARTICLE VI
ADDITIONAL BONDS AND SUBORDINATE OBLIGATIONS

Section 6.1. General Provisions. Additional Bonds may at any time and from time to time be issued, sold and delivered by the City but only upon compliance with the conditions of Sections 6.2 and 6.3, whichever may be applicable, and upon filing with the City Finance Director the following:

(i) A Supplemental Resolution authorizing the issuance of such series of Additional Bonds and fixing the amount and the details thereof and the sale thereof to the purchaser or purchasers named therein for the purchase price set forth therein.

(ii) A certificate executed by the Mayor and the City Finance Director stating that upon the issuance of such series of Additional Bonds, no default hereunder has

occurred and is continuing which would not be cured upon the issuance of such series of Additional Bonds and application of the proceeds thereof.

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

(i) all conditions precedent provided for in this Resolution relating to the issuance and delivery of such series of Additional Bonds have been complied with, including any conditions precedent specified in this Section 6.1; and

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

Any Additional Bonds shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate, if any, permitted by law, shall have Stated Maturities and may be subject to redemption at such times and prices and on such terms and conditions, all as may be provided by the Supplemental Resolution authorizing their issuance. All Additional Bonds issued pursuant to Sections 6.2 and 6.3 shall be payable and secured ratably and equally and on a parity as to both principal and interest with the Outstanding SRF Bonds and any Additional Bonds theretofore issued, entitled to the same benefits and security of this Resolution.

Section 6.2. Additional Bonds to Pay Costs of Projects. Additional Bonds may be issued under this Section 6.2, at one time or from time to time, subject to the conditions provided in Section 6.1 and this Section 6.2, for the purpose of providing funds, with any other funds available and committed therefor, for paying the cost of one or more Projects and any expenses in connection with such financing.

Prior to the execution and delivery of any series of Additional Bonds under this Section 6.2, there shall be filed with the City Clerk a certificate executed by the Mayor and the City Finance Director stating that the Net Revenues of the System for the last complete Fiscal Year preceding the date of issuance of such Additional Bonds equaled at least 125% of the maximum amount of principal and interest payable from the Revenue Bond Account in any subsequent Fiscal Year during the term of the Outstanding Bonds, on all Bonds then Outstanding and on the Additional Bonds proposed to be issued. For the purpose of the foregoing computation, the Net Revenues for the Fiscal Year preceding the issuance of Additional Bonds shall be those shown by the financial reports caused to be prepared by the City substantially as provided in Section 5.2(e), except that if the rates and charges for services provided by the System have been changed since the beginning of such preceding Fiscal Year, then the rates and charges in effect at the time of issuance of the Additional Bonds or finally authorized to go into effect within 60 days thereafter shall be applied to the quantities of service actually rendered and made available during such preceding Fiscal Year to ascertain the Gross Revenues, from which there shall be deducted to determine the Net Revenues, the actual operation and maintenance cost plus any additional annual costs of operation and maintenance which Consultant estimates will be incurred because of the improvement or extension of the System to be constructed from

the proceeds of the Additional Bonds proposed to be issued. In no event shall any Additional Bonds be issued and made payable from the Revenue Bond Account if the City is then in default in any payment of principal of or interest on any Outstanding Bonds payable therefrom or if there then exists any deficiency in the balances required by this Resolution to be maintained in any of the accounts of the Sewer System Fund, which will not be cured or restored upon the issuance of the Additional Bonds. In connection with the issuance of a series of Additional Bonds, the City shall cause amounts in the Reserve Account to be increased, from the proceeds of the Additional Bonds, from Surplus Net Revenues and/or from Surety Bonds, to an amount equal to the Reserve Requirement during the term of the Outstanding Bonds.

Section 6.3. Additional Bonds for Refunding Purposes. Additional Bonds may be issued under this Section 6.3, at one time or from time to time, subject to the conditions provided in Section 6.1 and this Section 6.3, for the purpose of providing funds, with any other funds available and committed therefor, for paying at, or redeeming prior to, their Stated Maturities any Outstanding Bonds, including the payment of any redemption premium thereon and interest which will accrue on such Bonds to any Redemption Date or the Stated Maturities thereof, and any expenses in connection with such financing. Such Additional Bonds shall be designated substantially as the Bonds to be refunded, with the addition of the term "refunding".

Prior to the execution and delivery of any series of Additional Bonds under this Section 6.3, there shall be filed with the City Clerk:

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

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

If Additional Bonds are issued to refund Subordinate Obligations issued pursuant to Section 6.4, the conditions for the issuance of Additional Bonds pursuant to Section 6.2 must be satisfied in lieu of this Section 6.3.

Section 6.4. Subordinate Obligations. Nothing in this Resolution shall preclude the City from issuing additional Obligations which are expressly made a charge on only the Surplus Net Revenues of the System subordinate to the pledge of Net Revenues to the Revenue Bond and the Reserve Account (such additional obligations, the "Subordinate Obligations").

ARTICLE VII

SEWER SYSTEM FUND

Section 7.1. Bond Proceeds and Revenues Pledged and Appropriated. A special Sewer System Fund is hereby created and shall be maintained as a separate and special bookkeeping account on the official books of the City until all Bonds and interest and redemption premiums due thereon have been fully paid, or the City's obligations with reference to such Bonds have been discharged as provided in this Resolution. All proceeds of Bonds issued hereunder and all other funds presently on hand derived from the operation of the System are irrevocably pledged and appropriated to the Sewer System Fund. In addition, there is hereby irrevocably pledged and appropriated to the Sewer System Fund all Gross Revenues. The Sewer System Fund shall be subdivided into separate accounts as designated and described in Sections 7.2 through 7.9, to segregate income and expenses received, paid and accrued for the respective purposes described in those sections. The Gross Revenues received in the Sewer System Fund shall be apportioned monthly, commencing as of the first day of the calendar month immediately following adoption of this Resolution.

Section 7.2. Acquisition and Construction Account. The City shall maintain an Acquisition and Construction Account in the Sewer System Fund. The Acquisition and Construction Account shall be used only to pay as incurred and allowed costs which under generally accepted accounting principles are capital costs of a Project and of such future constructions, improvements, betterments or extensions of the System as may be authorized in accordance with law, including but not limited to payments due for work and materials performed and delivered under construction contracts, architectural, engineering, inspection, supervision, fiscal and legal expenses, the cost of lands and easements, reimbursement of any advances made from other City funds, and all other expenses incurred in connection with the acquisition, construction and financing of any such undertaking. To the Acquisition and Construction Account shall be credited as received all proceeds of Bonds issued hereunder (except proceeds of refunding Bonds appropriated to the payment of Outstanding Bonds and amounts required to be credited to the Revenue Bond Account or the Reserve Account), all other funds appropriated by the City for the System and any other funds appropriated by the City to the Acquisition and Construction Account for improvements to the System. Upon completion of a capital improvement or program of capital improvements for the System, the balance remaining in the Acquisition and Construction Account shall be credited to the Revenue Bond Account to the extent required to establish the required balance therein and, to the extent not so required, to the Replacement and Depreciation Account.

Section 7.3. Operating Account. The City shall maintain an Operating Account in the Sewer System Fund. On each monthly apportionment there shall first be set aside and credited to the Operating Account, as a first charge on the Gross Revenues, such amount as may be required over and above the balance then held in the account to pay the reasonable and necessary Operating Expenses of the System which are then due and payable, or are to be paid prior to the next monthly apportionment. There shall also be credited to this account a sum equal to the estimated average monthly Operating Expenses of the System to establish an Operating Reserve, which sum shall be maintained by additional transfers upon each monthly apportionment whenever necessary, or may be augmented by transfers of additional amounts from the

Replacement and Depreciation Account and the Surplus Account if determined by the governing body of the City to be necessary to meet contingencies arising in the operation and maintenance of the System. Money in the Operating Account shall be used solely for the payment of current Operating Expenses of the System.

Section 7.4. Revenue Bond Account. The City shall maintain a Revenue Bond Account in the Sewer System Fund. Upon each monthly apportionment there shall be set aside and credited to the Revenue Bond Account out of the Net Revenues an amount equal to not less than one-twelfth of the interest and principal to become due within the next twelve months with respect to Outstanding Bonds payable from the Revenue Bond Account; provided that the City shall be entitled to reduce any monthly credit by the amount of any surplus previously credited and then on deposit in the Revenue Bond Account. Money from time to time held in the Revenue Bond Account shall be disbursed only to meet payments of principal of, premium, if any, and interest on the Bonds payable therefrom as such payments become due. If any payment of principal or interest becomes due when moneys in the Revenue Bond Account are temporarily insufficient therefor, such payment shall be advanced out of any Net Revenues theretofore segregated and then on hand in the Reserve Account, the Replacement and Depreciation Account and the Surplus Account.

Section 7.5. Reserve Account. The City shall maintain a Reserve Account in the Sewer System Fund.

(a) Upon each monthly apportionment, from the Net Revenues remaining after the apportionment to the Revenue Bond Account, the City shall credit to the Reserve Account such Net Revenues as may be required to establish and thereafter maintain the balance in an amount equal, as of the date of calculation, to the Reserve Requirement. Money in the Reserve Account shall be used only to pay maturing principal and interest on Outstanding Bonds when money within the Revenue Bond Account is insufficient therefor; provided that on any date when the balance then on hand in the Revenue Bond Account allocable to a series of Bonds, plus the balance then on hand in the Reserve Account allocable to the series of Bonds (exclusive of any Surety Bond), is sufficient with other money available to pay or discharge all Outstanding Bonds of that series and the interest accrued thereon in full, and the balance thereafter on hand in the Reserve Account will be at least equal to the Reserve Requirement for all Outstanding Bonds and not to be discharged, it may be used for that purpose. If the balance in the Reserve Account is more than required, the excess shall be transferred to the Revenue Bond Account.

(b) The City may elect to satisfy in whole or in part the Reserve Requirement with a Surety Bond. Any Surety Bond shall be valued at the amount available to be drawn thereon. At any time the Reserve Account contains both cash and a Surety Bond, the cash shall be used first to pay principal and interest due on the Bonds, to the extent money in the Revenue Bond Account is insufficient therefor, before any demand is made on the Surety Bond. In the event the Reserve Account contains more than one Surety Bond, any draw on the Surety Bonds to pay principal and interest on the Bonds shall be made on a *pro rata* basis.

If the balance in the Reserve Account is less than the Reserve Requirement, Net Revenues transferred to the Reserve Account shall be used first to reimburse the issuer of a Surety Bond *pro rata* based on the amounts drawn thereon (thereby remarketing the Surety Bond), second to replenish the cash in the Reserve Account such that the cash plus the amounts available to be drawn on any Surety Bond are equal to the Reserve Requirement, and third to pay the issuer of a Surety Bond for interest due on any amounts advanced under a Surety Bond. In the event the Reserve Account contains more than one Surety Bond, any reimbursement to the issuer of a Surety Bond shall be *pro rata* based on the amounts drawn thereon.

If funds are required to be drawn on a Surety Bond to pay principal or interest due on Bonds, the City shall deliver to the issuer of the Surety Bond a demand for payment under the terms of the applicable Surety Bond at least three days prior to the date on which funds are required to make such payment, and the City shall maintain adequate records, verified with the issuer of the Surety Bond, as to the amount available to be drawn at any given time under the Surety Bond and as to amounts paid and owing to the issuer thereof under the terms of the Surety Bond.

Section 7.6. Replacement and Depreciation Account. The City shall maintain a Replacement and Depreciation Account in the Sewer System Fund. Upon each monthly apportionment, there shall next be set aside and credited to the Replacement and Depreciation Account, Surplus Net Revenues required for the accumulation of a reasonable allowance as the governing body of the City shall determine for depreciation of the System and for replacement or renewal of worn out, obsolete or damaged properties and equipment. Money in the Replacement and Depreciation Account shall be used only for the purposes above stated or, if so directed by the governing body of the City, to redeem Bonds which are prepayable according to their terms, to pay maturing principal, premium and interest when money within the Revenue Bond Account is insufficient therefor, to fund any deficiency in the Reserve Account, or to pay the cost of improvements to the System; provided that Surplus Net Revenues in the Replacement and Depreciation Account may be used to pay Subordinate Obligations as they come due in advance of payments required to be made into the Replacement and Depreciation Account subject to the prior lien on Net Revenues to pay any deficiency of the Revenue Bond Account and the Reserve Account, and provided that no default under this Resolution is then in effect.

Section 7.7. Surplus Account. The City shall maintain a Surplus Account in the Sewer System Fund. Any amount of the Surplus Net Revenues from time to time remaining after the above required applications thereof shall be credited to the Surplus Account (or such other account in the Sewer System Fund as the City may establish for bookkeeping purposes to account for Surplus Net Revenues in accordance with the purposes of this Resolution), and the money from time to time in that account, when not required to restore a current deficiency in the Operating Account, the Revenue Bond Account, the Reserve Account, the Replacement and Depreciation Account or the Subordinate Obligations Account, may be used for any of the following purposes and not otherwise:

(a) To redeem Bonds when and as such Bonds become prepayable according to their terms; or

(b) To purchase Bonds on the open market, whether or not the Bonds may then be prepayable according to their terms; or

(c) To be held as a reserve for redemption of Bonds which are not then but will later be prepayable according to their terms; or

(d) To be transferred to the Acquisition and Construction Account to pay costs authorized to be paid therefrom;

(e) To pay for repairs of or for the construction and installation of improvements or additions to the System; or

(f) To pay Operating Expenses or to restore the Operating Reserve or increase the same when determined to be necessary by the governing body of the City; or

(g) To pay Subordinate Obligations issued under Section 6.4; or

(h) To make payments of arbitrage rebate to the United States of America pursuant to Section 148(f) of the Code in respect of any series of Bonds.

No money shall at any time be transferred from the Surplus Account or any other account of the Sewer System Fund to any other fund of the City, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvement bonds or other obligations payable from other funds, except as provided in Section 7.10.

Section 7.8. Subordinate Obligations Account. The City shall maintain a Subordinate Obligations Account in the Sewer System Fund. If a Subordinate Obligation is outstanding, all Surplus Net Revenues remaining after the required credits to the Replacement and Depreciation Account shall be credited to the Subordinate Obligations Account. The City irrevocably appropriates to the Subordinate Obligations Account: (a) the proceeds of any Bonds issued to refund one or more Subordinate Obligations, as received and to the extent necessary for the payment of such Subordinate Obligations, and (b) such other money as shall be appropriated to the Subordinate Obligations Account from time to time.

Amounts on deposit in the Subordinate Obligations Account shall be used solely to pay the principal of and interest on Subordinate Obligations made payable therefrom; provided that if on any date the balance in the Revenue Bond Account or the Reserve Account is less than then required, an amount equal to such deficiency will be transferred from the Subordinate Obligations Account. Upon payment or discharge of a Subordinate Obligation and upon the making of the credits to the Subordinate Obligations Account required in connection with any other Subordinate Obligations made payable therefrom, all surplus funds therein shall be transferred to the Surplus Account.

Section 7.9. Rebate Account. The City shall maintain a Rebate Account in the Sewer System Fund. The City shall make deposits to and disbursements from the Rebate Account pursuant to one or more rebate certificates executed and delivered by the City in connection with the issuance of Bonds, and for such purposes may make transfers, in the following order of priority, from the Surplus Account and the Replacement and Depreciation Account, as necessary,

to meet the requirements of the Rebate Account. The City shall invest the Rebate Account in accordance with the provisions of the rebate certificates and shall deposit income from such investments immediately upon receipt thereof in the Rebate Account.

Section 7.10. Deposit and Investment of Funds. The City Finance Director shall cause all money appropriated to the Sewer System Fund to be deposited as received with one or more depository banks duly qualified in accordance with the provisions of Montana Code Annotated, Section 7-6-201, in a deposit account or accounts. The balance in such accounts, except such portion thereof as shall be guaranteed by federal deposit insurance, shall at all times be secured to its full amount by bonds or securities of the types set forth in said Section 7-6-201. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at any time be withdrawn from such deposit accounts except for the purposes of the Sewer System Fund as defined and authorized in this Resolution; except that money from time to time on hand in the Sewer System Fund may at any time, in the discretion of the governing body of the City, be invested in securities which are direct, general obligations of, or obligations the prompt payment of the principal of and the interest on which is fully and unconditionally guaranteed by, the United States of America, bank repurchase agreements with respect to such obligations, certificates of deposits of national banks having a combined capital and surplus of at least $1,000,000 or in the State short-term investment program administered by the Board of Investments, which investments mature and bear interest at the times and in the amounts estimated to be required to provide cash when needed for the purposes of the respective accounts; provided that funds on hand in the Reserve Account, the Replacement and Depreciation Account and the Surplus Account may be invested in said securities maturing not later than five years from the date of the investment; and provided, further, that money on hand in the Surplus Account may, in the discretion of the governing body of the City, be invested in any securities which are direct, general obligations of the City. Income received from the deposit or investment of moneys in said accounts shall be credited to the account from whose moneys the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other moneys in that account.

ARTICLE VIII

AGREEMENTS OF CITY

Section 8.1. Maintenance of System; Liens. The City shall maintain the System in good condition and make all necessary renewals, replacements, additions, betterments and improvements thereto. The City shall not grant or permit to exist any lien on the Projects or any other property making up part of the System, other than liens herein provided for; provided that this Section 8.1 shall not be deemed to be violated if a mechanic's or contractor's lien is filed against any such property so long as the City uses its best efforts to obtain the discharge of such lien and promptly reports to the DNRC the filing of such lien and the steps it plans to take and does take to discharge such lien.

Section 8.2. Maintenance of Existence; Merger, Consolidation, Etc.; Disposition of Assets. The City shall maintain its corporate existence, except that it may consolidate with or merge into another Governmental Unit or permit one or more Governmental Units to consolidate with or merge into it or may transfer all or substantially all of its assets to another Governmental

Unit and then dissolve if the surviving, resulting or transferee entity (if other than the City) (i) is a Public Entity and (ii) assumes in writing all of the obligations of the City under this Resolution, the Outstanding Bonds and the Collateral Documents, and (a) such action does not result in any default in the performance or observance of any of the terms, covenants or agreements of the City under this Resolution, the Outstanding Bonds and the Collateral Documents, (b) such action does not violate the State Act or the Clean Water Act and does not adversely affect the exclusion of interest on Bonds from gross income for federal income tax purposes, and (c) the City delivers to the Holders on the date of such action an opinion of Bond Counsel that such action complies with this Section 8.2. Other than pursuant to the preceding sentence, the City shall not transfer the System or any portion thereof to any other Person, except for property which is obsolete, outmoded, worn out, is being replaced or otherwise is not needed for the operation of the System.

Section 8.3. Competing Service. The City will not establish or authorize the establishment of any other system for the public supply of service or services in competition with any or all of the services supplied by the facilities of the System.

Section 8.4. Property Insurance. The City will cause all buildings, properties, fixtures and equipment constituting a part of the System to be kept insured with a reputable insurance carrier or carriers, qualified under the laws of the State, in such amounts as are ordinarily carried, and against loss or damage by such hazards and risks as are ordinarily insured against, by public bodies owning and operating properties of a similar character and size; provided that if at any time the City is unable to obtain insurance, it will obtain insurance in such amounts and against risks as are reasonably obtainable. The proceeds of all such insurance shall be available for the repair, replacement or reconstruction of damaged or destroyed property, and until paid out in making good such loss or damage, are pledged as security for the Outstanding Bonds. All insurance proceeds received in excess of the amount required for restoration of the loss or damage compensated thereby shall be and become part of the revenues appropriated to the Sewer System Fund. If for any reason insurance proceeds are insufficient for the repair, replacement and reconstruction of the insured property, the City shall supply the deficiency from revenues on hand in the Replacement and Depreciation Account and the Surplus Account.

Section 8.5. Books and Records. The City will cause proper and adequate books of record and account to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the System, the Net Revenues derived from its operation, and the segregation and application of the Net Revenues in accordance with this Resolution, in such reasonable detail as may be determined by the City in accordance with generally accepted accounting practice and principles. It will cause such books to be maintained on the basis of a Fiscal Year.

Section 8.6. The Handling of Funds. The employees of the City, under the direction and control of the City Finance Director, shall keep books of accounts and collect the rates, charges and rentals for the services and facilities provided by the System and for other money currently receivable on account thereof. All money collected with respect to the System shall be deposited as received with the Finance Director. The Finance Director shall be bonded at all times with a surety company authorized to do business in the State, in the amount of at least

$100,000, to assure the faithful carrying out of such duties, which requirement may be satisfied by a blanket bond covering other City employees as well as the Finance Director.

Section 8.7. Billing and Collections. The charges for sewer services shall be billed at least monthly, and if the bill is not paid within 60 days of the date of billing, or if the customer fails to comply with all rules and regulations established for the System within 60 days after notice of violation thereof (which notice shall be given promptly upon discovery of any such violation), the sewer service to the premises involved shall be discontinued (provided that the City is not obligated to physically disconnect the premises from the System) and the City shall take appropriate legal action to collect the unpaid charges.

Section 8.8. Rate Covenant. While any Bonds are Outstanding and unpaid, the rates, charges and rentals for all services and facilities furnished and made available by the System to the City and its inhabitants, and to all customers within or without the boundaries of the City, shall be reasonable and just, taking into consideration the cost and value of the System and the cost of maintaining and operating it, and the amounts necessary for the payment of all Outstanding Bonds and the interest accruing thereon and all Subordinate Obligations and the interest accruing thereon, and the proper and necessary allowances for the depreciation of the System. No free service shall be provided to any third parties. It is covenanted and agreed that the rates, charges and rentals to be charged to all recipients of sewer services shall be maintained and shall be revised whenever and as often as may be necessary, according to schedules such that the Gross Revenues for each Fiscal Year shall be sufficient to pay the Operating Expenses and to maintain the Operating Reserve, to produce Net Revenues during each Fiscal Year commencing with the Fiscal Year ending June 30, 2017 not less than 125% of the maximum annual principal and interest payable on the Outstanding Bonds in the current or any future Fiscal Year and to maintain the balance in the Reserve Account equal to the Reserve Requirement (including all amounts then owing to the issuer of a Surety Bond), and to produce Surplus Net Revenues during each Fiscal Year sufficient to pay principal and interest on any Subordinate Obligations and to provide reserves for the replacement and depreciation of the System.

If at the close of any Fiscal Year the Gross Revenues and Net Revenues actually received during such year have been less than required hereby, the City will forthwith prepare a schedule of altered rates, charges and rentals which are just and equitable and sufficient to produce Gross Revenues and Net Revenues in such amounts, and place such schedule in operation at the earliest possible date.

ARTICLE IX

SUPPLEMENTAL RESOLUTIONS

Section 9.1. General. Notwithstanding Section 9.2, the City reserves the right to adopt Supplemental Resolutions from time to time and at any time, for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained herein, or of making such provisions with regard to matters or questions arising hereunder as the City may deem necessary or desirable and not inconsistent with this Resolution, and which shall not adversely affect the interests of the Holders of Outstanding Bonds, or for the purpose of adding to the covenants and agreements herein contained, or to the revenues herein pledged, other

covenants and agreements thereafter to be observed and additional revenues or income thereafter appropriated to the Sewer System Fund, or for the purpose of surrendering any right or power herein reserved to or conferred upon the City, or for the purpose of authorizing the creation and issuance of a series of Additional Bonds (including with the consent of the DNRC a series of Additional Bonds not secured by the Reserve Account) or Subordinate Obligations, as provided in and subject to the conditions and requirements of Article VI. Any such Supplemental Resolution may be adopted pursuant to this Section 9.1 without notice to or the consent of the Holder of any of the Bonds issued hereunder.

Section 9.2. Consent of Holders. With the consent of the Holders of at least two-thirds in principal amount of the Outstanding Bonds affected thereby, the City may from time to time and at any time adopt a Supplemental Resolution for the purpose of amending this Resolution by adding any provisions hereto or changing in any manner or eliminating any of the provisions hereof or of any Supplemental Resolution, except that no Supplemental Resolution shall be adopted at any time without the consent of the Holders of all Outstanding Bonds affected thereby, if it would extend the time of payment of interest thereon or principal thereof, would reduce the interest rate thereon or the amount of the principal or the redemption price thereof, would give to any Bond or Bonds any privileges over any other Bond or Bonds, would reduce the sources of revenues or income appropriated to the Sewer System Fund, or would reduce the percentage in principal amount of such Bonds required to authorize or consent to any such Supplemental Resolution.

Section 9.3. Notice. Notice of the Supplemental Resolution to be adopted pursuant to Section 9.2 shall be mailed by first-class mail to the Holders of all outstanding Bonds at their addresses appearing in the Bond Register, and shall become effective only upon the filing of written consents with the City Finance Director, signed by the Holders of the requisite principal amount of the Outstanding Bonds affected thereby. Any written consent to the Supplemental Resolution may be embodied in and evidenced by one or any number of concurrent written instruments of substantially similar tenor signed by Holders in person or by agent duly appointed in writing, and shall become effective when delivered to the City Finance Director. Any consent by the Holder of any Bond shall bind him and every future Holder of the same Bond with respect to any Supplemental Resolution adopted by the City pursuant to such consent; provided that any Holder may revoke his consent with reference to any Bond by written notice received by the City Finance Director before the Supplemental Resolution has become effective. In the event that unrevoked consents of the Holders of the required amount of Bonds have not been received by the City Finance Director within one year after the mailing of notice of the Supplemental Resolution, the Supplemental Resolution and all consents theretofore received shall be of no further force and effect.

Section 9.4. Manner of Consent. Proof of the execution of any consent, or of a writing appointing any agent to execute the same, or of the ownership by any Person of Bonds shall be sufficient for any purpose of this Resolution and shall be conclusive in favor of the City if made in the manner provided in this Section 9.4. The fact and date of the execution by any Person of any such consent or appointment may be proved by the affidavit of a witness of such execution or by the certification of any notary public or other officer authorized by law to take acknowledgment of deeds, certifying that the Person signing it acknowledged to him the execution thereof. The fact and date of execution of any such consent may also be proved in any

other manner which the City may deem sufficient; but the City may nevertheless, in its discretion, require further proof in cases where it deems further proof desirable. The ownership of Bonds shall be proved by the Bond Register.

ARTICLE X

REMEDIES

Section 10.1. Remedies. No Holder of any Bond shall have the right to institute any proceeding, judicial or otherwise, for the enforcement of the covenants herein contained, without the written concurrence of the Holders of not less than 25% in aggregate principal amount of all such Bonds which are at the time Outstanding; but the Holders of such amount of Bonds may, either at law or in equity, by suit, action or other proceedings, protect and enforce the rights of all Holders of Bonds and compel the performance of any and all of the covenants required herein to be performed by the City and its officers and employees, including but not limited to the fixing and maintaining of rates, fees and charges and the collection and proper segregation of the Gross Revenues and the application and use thereof. The Holders of a majority in principal amount of Outstanding Bonds shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Holders or the exercise of any power conferred on them and the right to waive a default in the performance of any such covenant, and its consequences, except a default in the payment of the principal of or interest on any Bond when due. Nothing herein, however, shall impair the absolute and unconditional right of the Holder of each Bond to receive payment of the principal of, premium, if any, and interest on such Bond as such principal, premium and interest respectively become due, and to institute suit for any such payment. Any court having jurisdiction of the action may appoint a receiver to administer the System on behalf of the City with power to charge and collect rates, fees and charges sufficient to provide for the payment of any Bonds, and to apply the Net Revenues in conformity with this Resolution and the laws of the State.

ARTICLE XI

DEFEASANCE

Section 11.1. General. When the liability of the City on all Bonds issued under and secured by this Resolution and all interest thereon has been discharged as provided in this Article XI, all pledges, covenants and other rights granted by this Resolution to the Holders of such Bonds shall cease, other than to the payment of such Bonds from money segregated for such purpose. The City may also discharge its liability with respect to one or more Bonds in accordance with this Article XI.

Section 11.2. Maturity. The City may discharge its liability with reference to any Bonds and interest thereon which are due on any date by depositing with the Registrar for such Bonds on or before the date a sum sufficient for the payment thereof in full; or if any Obligation or interest thereon shall not be paid when due, the City may nevertheless discharge its liability with reference thereto by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Section 11.3. Prepayment. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar therefor on or before the Redemption Date a sum sufficient for the payment thereof in full; provided that notice of the redemption thereof has been duly given as provided in this Resolution or any Supplemental Resolution relating thereto.

Section 11.4. Escrow. The City may at any time discharge its liability with reference to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action and this Section 11.4, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or Government Obligations authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to provide funds sufficient to pay all principal, interest and redemption premiums, if any, to become due on such Bonds at their Stated Maturities or, if such Bonds are prepayable and notice of redemption thereof has been duly given or irrevocably provided for, to such earlier Redemption Date. No defeasance achieved in whole or in part by proceeds of a refunding bond that is an "advance refunding bond" under the Code and Regulations shall be made pursuant to this Section 11.4 unless there has first been presented to the escrow agent a written opinion of Bond Counsel to the effect that such defeasance shall not cause the interest on any Outstanding Bonds to be included in the gross income of the holders thereof for federal income tax purposes.

ARTICLE XII

MISCELLANEOUS

Section 12.1. Notices. All notices or other communications hereunder shall be sufficiently sent or given and shall be deemed sent or given when delivered or mailed by certified mail, postage prepaid, to the parties at the following addresses:

DNRC: Department of Natural Resources and Conservation
1625 Eleventh Avenue
Helena, Montana 59620
Attn: Conservation and Resource Development Division

Trustee: U.S. Bank National Association
c/o Corporate Trust Services
Two Union Square
601 Union Street, Suite 2120
Seattle, Washington 98101
Attn: Corporate Trust Department

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

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

Section 12.2. Binding Effect. This Resolution shall inure to the benefit of and shall be binding upon the DNRC with respect to the Outstanding SRF Bonds, the City and their respective permitted successors and assigns.

Section 12.3. Assignment. During the time that any of the Outstanding SRF Bonds remain Outstanding, the City may not assign its rights and obligations under this Resolution or the Outstanding SRF Bonds. During the time that any of the Outstanding SRF Bonds remain Outstanding, the DNRC will pledge its rights under and interest in this Resolution, the Outstanding SRF Bonds and the Collateral Documents (except to the extent otherwise provided in the Indenture) as security for the payment of the State Bonds.

Section 12.4. Severability. If any provision of this Resolution shall be determined to be unenforceable at any time, it shall not affect any other provision of this Resolution or the enforceability of that provision at any other time.

Section 12.5. Amendments. So long any Outstanding SRF Bonds are Outstanding, this Resolution may not be effectively amended pursuant to Section 9.2 without the written consent of the DNRC.

Section 12.6. Applicable Law. This Resolution shall be governed by and construed in accordance with the laws of the State without giving effect to the conflicts-of-laws principles thereof.

Section 12.7. Captions; References to Sections. The captions in this Resolution are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Resolution. References to Articles and Sections are to the Articles and Sections of this Resolution, unless the context otherwise requires.

Section 12.8. No Liability of Individual Officers, Directors or Council Members. No recourse under or upon any obligation, covenant or agreement contained in this Resolution shall be had against any director, officer or employee, as such, past, present or future, of the DNRC, the DEQ or the Trustee, either directly or through the DNRC, the DEQ or the Trustee, or against any officer, or member of the governing body or employee of the City, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer or member of the governing body or employee of the DNRC, the Trustee or the City is hereby expressly waived and released by the City and by the DNRC as a condition of and in consideration for the adoption of this Resolution and the making of the Prior Loans.

Section 12.9. Payments Due on Holidays. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Resolution or the Outstanding SRF Bonds, shall not be Business Day, such payments may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Resolution or the Outstanding SRF Bonds.

Section 12.10. Right of Others to Perform City's Covenants. In the event the City shall fail to make any payment or perform any act required to be performed hereunder with respect to any Outstanding SRF Bond, then and in each such case the DNRC or the provider of any Collateral Document may (but shall not be obligated to) remedy such default for the account of the City and make advances for that purpose. No such performance or advance shall operate to release the City from any such default and any sums so advanced by the DNRC or the provider of any Collateral Document shall be paid immediately to the party making such advance and shall bear interest at the rate of ten percent (10.00%) per annum from the date of the advance until repaid. The DNRC and the provider of any Collateral Document shall have the right to enter the Prior Project or the facility or facilities of which the Prior Project is a part or any other facility which is a part of the System in order to effectuate the purposes of this Section 12.10.

Section 12.11. Authentication of Transcript. The officers of the City are hereby authorized and directed to furnish to the DNRC and to Bond Counsel certified copies of all proceedings relating to the issuance of the Outstanding SRF Bonds and such other certificates and affidavits as may be required to show the right, power and authority of the City to issue the Outstanding SRF Bonds, 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 12.12. Repeals and Effective Date.

(a) 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.

(b) Effective Date. This Resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana on this 13th day of February, 2017.

_____
Mayor

Attest:_____
City Clerk

(SEAL)

APPENDIX A

Description of the 2005 Project

The 2005 Project consisted of improvements to the System, including upgrading the wastewater treatment plant and improvements to the headworks.

Description of the 2008 Project

The 2008 Project consisted of integrating the existing Briarwood wastewater treatment facility into the System by extending sewer main from the existing sewer infrastructure in South Billings Boulevard to connect to the Briarwood wastewater treatment facility.

Description of the 2009 Project

The 2009 Project consisted of replacing existing sewer mains and replacing approximately 41 manholes.

Description of the 2010 Project

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

Description of the 2013 Project

The 2013 Project consisted of the design and construction of improvements to an existing lift station or construction of a new lift station and related improvements.

APPENDIX B-1

[Form of Series 2005 Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

FIRST AMENDED AND RESTATED
SEWER SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
SERIES 2005

No. R-2 $3,299,000

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the "Borrower"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely from the Revenue Bond Account of its Sewer System Fund, the principal amount of THREE MILLION TWO HUNDRED NINETY NINE THOUSAND DOLLARS ($3,299,000), with interest thereon from the date hereof at the rate of one and twenty-five hundredths percent (1.25%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of seventy-five hundredths of one percent (0.75%) per annum and twenty-five hundredths of one percent (0.25%) per annum, respectively. Principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Loan Repayment Date"), commencing January 1, 2013. Each installment shall be in the amount set forth opposite its due date in Schedule A hereto under "Total Loan Payment." The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule A hereto. Past-due payments of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of $4,515,000 (the "First Amended and Restated Series 2005 Bond"). The First Amended and Restated Series 2005 Bond is issued to refinance costs of construction of certain improvements to the sewer system of the Borrower (the "System"). The

First Amended and Restated Series 2005 Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18326 (the "Original Resolution"), adopted by the City Council on August 22, 2005, as amended and supplemented by Resolution Nos. 08-18738, 09-18851, 10-18939 and 12-19228, adopted July 28, 2008, July 27, 2009, May 24, 2010 and October 22, 2012, respectively (as so amended and supplemented and as hereafter amended and supplemented in accordance with its terms, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The First Amended and Restated Series 2005 Bond is issuable only as a single, fully registered bond. The First Amended and Restated Series 2005 Bond is issued on a parity and is equally and ratably secured by Net Revenues of the System with the Borrower's outstanding Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2008 (the "First Amended and Restated Series 2008 Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B (the "Series 2009B Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C (the "First Amended and Restated Series 2009C Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010B (the "First Amended and Restated Series 2010B Bond"), and Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C (the "First Amended and Restated 2010C Bond") (all such Bonds, collectively, the "Outstanding Bonds").

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

The Borrower may prepay the principal of the First Amended and Restated Series 2005 Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the First Amended and Restated Series 2005 Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The First Amended and Restated Series 2005 Bond, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this First Amended and Restated Series 2005 Bond is registered as the absolute owner hereof, whether this First Amended and Restated Series 2005 Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The First Amended and Restated Series 2005 Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sewer System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in the Sewer System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than one-twelfth of the interest and principal to become due within the next twelve months with respect to all Bonds payable from the Revenue Bond Account; that the Borrower has created a Reserve Account in the Sewer System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the maximum amount of principal and interest payable on the Bonds in the current or any future fiscal year; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce during each fiscal year Net Revenues not less than 125% of the maximum annual principal and interest payable on the outstanding Bonds in the current or any future fiscal year; that additional bonds may be issued and made payable from the Revenue Bond Account on a parity with the outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the outstanding Bonds on such Net Revenues; that all provisions for the security of the holder of this First Amended and Restated Series 2005 Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this First Amended and Restated Series 2005 Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this First Amended and Restated Series 2005 Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the First Amended and Restated Series 2005 Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the 2nd day of November, 2012.

_____
Mayor

(SEAL)

_____
City Finance Director

_____
City Clerk

REGISTRATION AND TRANSFER

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

REGISTER

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

Date of Registration	Name and Address of Registered Holder	Signature of City Finance Director
November 2, 2012	Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620	

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

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

Date of Transfer	Name of New Registered Holder	Signature of Bond Registrar

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ _____ the within Bond and does hereby irrevocably constitute and appoint_____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

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

SCHEDULE A

Date	Principal	Interest	Administrative Expense Surcharge	Loan Loss Reserve Surcharge	Total Loan Payment

APPENDIX B-2

[Form of Series 2008 Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

FIRST AMENDED AND RESTATED
SEWER SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
SERIES 2008

No. R-2 $5,551,000

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the "Borrower"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely from the Revenue Bond Account of its Sewer System Fund, the principal amount of FIVE MILLION FIVE HUNDRED FIFTY ONE THOUSAND DOLLARS ($5,551,000), with interest thereon from the date hereof at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of seventy-five hundredths of one percent (0.75%) per annum and twenty-five hundredths of one percent (0.25%) per annum, respectively. Principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Loan Repayment Date"), commencing January 1, 2013. Each installment shall be in the amount set forth opposite its due date in Schedule A hereto under "Total Loan Payment." The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule A hereto. Past-due payments of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of $7,400,000 (the "First Amended and Restated Series 2008 Bond"). The First Amended and Restated Series 2008 Bond is issued to refinance costs of construction of certain improvements to the sewer system of the Borrower (the "System"). The

First Amended and Restated Series 2008 Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18326 (the "Original Resolution"), adopted by the City Council on August 22, 2005, as amended and supplemented by Resolution Nos. 08-18738, 09-18851, 10-18939 and 12-19228, adopted July 28, 2008, July 27, 2009, May 24, 2010 and October 22, 2012 (as so amended and supplemented and as hereafter amended and supplemented in accordance with its terms, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The First Amended and Restated Series 2008 Bond is issuable only as a single, fully registered bond. The First Amended and Restated Series 2008 Bond is issued on a parity and is equally and ratably secured by Net Revenues of the System with the Borrower's outstanding Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2005 (the "First Amended and Restated Series 2005 Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B (the "Series 2009B Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C (the "First Amended and Restated Series 2009C Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010B (the "First Amended and Restated Series 2010B Bond"), and Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C (the "First Amended and Restated 2010C Bond") (all such Bonds, collectively, the "Outstanding Bonds").

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the First Amended and Restated Series 2008 Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Outstanding Bonds (collectively, the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the First Amended and Restated Series 2008 Bond.

The Borrower may prepay the principal of the First Amended and Restated Series 2008 Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the First Amended and Restated Series 2008 Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The First Amended and Restated Series 2008 Bond, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this First Amended and Restated Series 2008 Bond is registered as the absolute owner hereof, whether this First Amended and Restated Series 2008 Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The First Amended and Restated Series 2008 Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sewer System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in the Sewer System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than one-twelfth of the interest and principal to become due within the next twelve months with respect to all Bonds payable from the Revenue Bond Account; that the Borrower has created a Reserve Account in the Sewer System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the maximum amount of principal and interest payable on the Bonds in the current or any future fiscal year; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce during each fiscal year Net Revenues not less than 125% of the maximum annual principal and interest payable on the outstanding Bonds in the current or any future fiscal year; that additional bonds may be issued and made payable from the Revenue Bond Account on a parity with the outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the outstanding Bonds on such Net Revenues; that all provisions for the security of the holder of this First Amended and Restated Series 2008 Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this First Amended and Restated Series 2008 Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this First Amended and Restated Series 2008 Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the First Amended and Restated Series 2008 Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the 2nd day of November, 2012.

_____
Mayor

(SEAL)

_____
City Finance Director

_____
City Clerk

REGISTRATION AND TRANSFER

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

REGISTER

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

Date of Registration	Name and Address of Registered Holder	Signature of City Finance Director
November 2, 2012	Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620	

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

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

Date of Transfer	Name of New Registered Holder	Signature of Bond Registrar

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ _____ the within Bond and does hereby irrevocably constitute and appoint_____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

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

SCHEDULE A

Date	Principal	Interest	Administrative Expense Surcharge	Loan Loss Reserve Surcharge	Total Loan Payment

APPENDIX B-3

[Form of Series 2009B Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

SEWER SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
SERIES 2009B

R-1 $359,300

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the "Borrower"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely from the Revenue Bond Account of its Sewer System Fund, the principal sum equal to the sum of the amounts entered on Schedule A attached hereto under "Total Amount Advanced," with interest on each such amount from the date such amount is advanced hereunder at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond from the date of each advance of principal at the rate of seventy-five hundredths of one percent (0.75%) and one percent (1.00%) per annum, respectively. Interest and Administrative Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Loan Repayment Date") commencing with the Loan Repayment Date that is the first to occur following delivery by the DNRC of a DNRC Noncompliance Statement (as defined in the Resolution described below) and taking into account payments, if any, made on each Loan Repayment Date prior to the delivery of such statement, all as described in the Resolution. Principal shall be payable on the dates set forth in Schedule B hereto. Each installment shall be in the amount set forth opposite its due date in Schedule B attached hereto under "Total Loan Payment." The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B hereto. Upon each disbursement of 2009B Loan amounts to the Borrower pursuant to the Resolution, the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under "Advances" and the total amount advanced under the Resolution (as hereinafter defined), including such disbursement, under "Total Amount Advanced." The DNRC shall prepare Schedule B and any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the Resolution. Schedule B shall be calculated and recalculated on a level debt service basis assuming an interest rate of three and seventy-five hundredths percent (3.75%) per annum. Past-due payments of principal, interest, Administrative Expense Surcharge and Loan

Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY HEREIN, IN THE EVENT THE BORROWER TIMELY DELIVERS AN ARRA CERTIFICATE AND REQUEST (AS DEFINED IN THE RESOLUTION) IN FORM AND SUBSTANCE SATISFACTORY TO THE DNRC AND THE DNRC IN RESPONSE THERETO SUPPLIES TO THE BORROWER A DNRC FORGIVENESS STATEMENT AS SET FORTH IN THE RESOLUTION, THEN AMOUNTS ADVANCED HEREUNDER FROM AND AFTER THE 2009B FIRST ADVANCE (AS DEFINED IN THE RESOLUTION) SHALL BEAR INTEREST AT A RATE OF ONE AND SEVENTY-FIVE HUNDREDTHS PERCENT (1.75%), AND THE BORROWER SHALL HAVE NO OBLIGATION TO PAY ANY ADMINISTRATIVE EXPENSE SURCHARGE OR ANY LOAN LOSS RESERVE SURCHARGE. If the DNRC delivers a DNRC Forgiveness Statement, the Trustee shall revise Schedule B to the Series 2009B Bond reflecting a debt service schedule with payments at 1.75% per annum in accordance with the Resolution, and the Trustee shall send a copy of such revised Schedule B to the Borrower within one month after the delivery of such statement.

In the event any Loan Repayment Date occurs prior to the delivery by the DNRC of a DNRC Statement (as defined in the Resolution), the amount of interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge payable on each such Loan Repayment Date will be calculated as if the DNRC has previously delivered to the Borrower DNRC Forgiveness Statement.

This Bond is one of an issue of Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of $359,300 (the "Series 2009B Bond"), issued to finance a portion of the costs of construction of certain improvements to the sewer system of the Borrower (the "System") and to pay costs of issuance of the Series 2009B Bond. The Series 2009B Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Part 44, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18326 of the City adopted on August 22, 2005, as amended and supplemented by Resolution No. 08-18738, adopted on July 28, 2008, as further amended and supplemented by Resolution No. 09-18851, adopted July 27, 2009 (as so amended and supplemented, the "Resolution"). The Series 2009B Bond is issuable only as a single, fully registered bond. The Series 2009B Bond is issued on a parity and is equally and ratably secured by the Net Revenues of the System with the Borrower's outstanding Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2005 (the "Series 2005 Bond"), its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2008 (the "Series 2008 Bond"), and its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C (the "Series 2009C Bond"), which is being issued simultaneously herewith. The Borrower is also issuing

simultaneously herewith its Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2009A (the "Series 2009A Bond"). The 2009B First Advance has been advanced at Closing. Following the 2009B First Advance, the remaining principal amounts of this Series 2009B Bond are advanced immediately after the full advance of the principal amount of the Series 2009A Bond. Terms used with initial capital letters but not defined herein have the meanings given to them in the Resolution.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2009B Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Series 2005 Bond, the Series 2008 Bond, the Series 2009B Bond, and the Series 2009C Bond (collectively, the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2009B Bond.

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

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

The Borrower may deem and treat the person in whose name this Series 2009B Bond is registered as the absolute owner hereof, whether this Series 2009B Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The Series 2009B Bond may be transferred as hereinafter provided.

This Series 2009B Bond has been designated by the Borrower as a "qualified tax-exempt obligation" pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

The Borrower understands that the principal amounts of the 2009A Loan and the 2009B Loan have been sized based on the understanding and expectation that the 2009 Project costs at least $6,137,000 and that the Borrower will request disbursement of the full amount of the 2009A Loan and 2009B Loan. Notwithstanding any provision to the contrary herein, the Borrower acknowledges and agrees that in the event there is any Undisbursed Committed Amount, then the DNRC reserves the right in its sole and complete discretion to reallocate loan amounts as between the 2009A Loan and 2009B Loan on the basis of the amounts of the 2009A Loan and the 2009B Loan that the Borrower would have been entitled to had the 2009 Loans initially equaled the Committed Amount less the Undisbursed Committed Amount. The reallocation between the 2009A Loan and 2009B Loan will reflect the same percentage of the total amount of the 2009 Loans as initially used. Upon making such reallocation, the DNRC

shall deliver to the Borrower a replacement Series 2009A Bond and a replacement Series 2009B Bond reflecting adjusted principal amounts, which bonds shall supersede and render of no effect the original bonds and be payable on the same dates as described in the original bonds, but in an adjusted amount owing on each Payment Date because of the reallocation of principal amounts. The Borrower shall execute and deliver the replacement Series 2009A Bond and the replacement Series 2009B Bond to the DNRC within thirty (30) days after delivery of such bonds to the Borrower by the DNRC. Contemporaneous with the delivery of the replacement Series 2009A Bond and the replacement Series 2009B Bond to the DNRC by the Borrower, the Borrower shall determine whether the Net Revenues of the System total at least 125% of the maximum principal of and interest payable on the Bonds outstanding in any fiscal year, and, if they do not, the Borrower shall increase its rates and charges to satisfy the rate covenant set forth in Section 6.7 of the Resolution within three (3) months after the date of delivery of the replacement Series 2009A Bond and the replacement Series 2009B Bond to the DNRC by the Borrower.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower has duly authorized and will forthwith undertake the improvements to the System hereinabove described, has fixed and established and will collect reasonable rates and charges for the services and facilities afforded by the System, and has created a special Sewer System Fund into which the revenues of the System as defined in the Original Resolution (the "Revenues"), including all additions thereto and replacements and improvements thereof, will be paid, and a separate and special Revenue Bond Account in that fund, into which will be paid each month, Net Revenues of the System then on hand (the Revenues remaining after the payment of Operating Expenses (as defined in the Original Resolution) of the System), an amount equal to not less than the sum of one-sixth of the interest due within the next six months and one-twelfth of the principal due within the next twelve months with respect to all outstanding Bonds payable from that account, and a Reserve Account in that fund into which shall be paid additional Net Revenues sufficient to establish and maintain a reserve therein equal to, as of the date of calculation, the Reserve Requirement (as defined in the Resolution); that the Revenue Bond Account and the Reserve Account will be used only to pay the principal of, premium, if any, and interest on the Bonds issued pursuant to the authority herein recited; that the rates and charges for the System will from time to time be made and kept sufficient to provide Net Revenues for each fiscal year at least equal to 125% of the maximum principal and interest payable from the Revenue Bond Account in any subsequent fiscal year (calculated assuming the DNRC has delivered a DNRC Forgiveness Statement), to maintain the balance in the Reserve Account at the Reserve Requirement, to pay promptly the reasonable and current expenses of operating and maintaining the System, and to provide reserves for the repair and replacement of the System; that additional Bonds and refunding Bonds may be issued and made payable from the Revenue Bond Account on a parity with the Series 2005 Bond, the Series 2008 Bond, the Series 2009B Bond, and the Series 2009C Bond upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues unless the lien thereof shall be expressly made subordinate to the lien of the Series 2005 Bond, the Series 2008 Bond, the Series 2009B Bond, and the Series 2009C Bond, and other parity Bonds on such Net Revenues and such obligations are payable only from Surplus Net Revenues (as is the case with the Series 2009A Bond); that all provisions for the security of this Series 2009B Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the

ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2009B Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed as so required; and that this Series 2009B Bond and the premium, if any, and interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional, statutory or charter limitation or provision and the issuance of the Series 2009B Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional, statutory or charter limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its City Administrator, Mayor and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the 12th day of August, 2009.

_____
City Administrator

_____
Mayor

(SEAL)

_____
City Clerk

REGISTRATION AND TRANSFER

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

REGISTER

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

Date of Registration	Name and Address of Registered Holder	Signature of Financial Services Manager
August 12, 2009	Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620	

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

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

Date of Transfer	Name of New Registered Holder	Signature of Bond Registrar

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____

_____ the within Bond and does hereby

irrevocably constitute and appoint _____

attorney to transfer the Bond on the books kept for the registration thereof, with full power of

substitution in the premises.

Dated: _____

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

SCHEDULE A

SCHEDULE OF AMOUNTS ADVANCED

Date	Advances	Total Amount Advanced	Notation Made By

SCHEDULE B

Date	Principal	Interest	Administrative Expense Surcharge	Loan Loss Reserve Surcharge	Total Loan Payment

APPENDIX B-4

[Form of Series 2009C Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

FIRST AMENDED AND RESTATED
SEWER SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
SERIES 2009C

R-2 $3,674,000

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the "Borrower"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely from the Revenue Bond Account of its Sewer System Fund, the principal amount of THREE MILLION SIX HUNDRED SEVENTY FOUR THOUSAND DOLLARS ($3,674,000), with interest thereon from the date hereof at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of seventy-five hundredths of one percent (0.75%) per annum and twenty-five hundredths of one percent (0.25%) per annum, respectively. Principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Loan Repayment Date"), commencing January 1, 2013. Each installment shall be in the amount set forth opposite its due date in Schedule A hereto under "Total Loan Payment." The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule A hereto. Past-due payments of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of $5,387,000 (the "First Amended and Restated Series 2009C Bond"). The First Amended and Restated Series 2009C Bond is issued to refinance costs

of construction of certain improvements to the sewer system of the Borrower (the "System"). The First Amended and Restated Series 2009C Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18326 (the "Original Resolution"), adopted by the City Council on August 22, 2005, as amended and supplemented by Resolution Nos. 08-18738, 09-18851, 10-18939 and 12-19228, adopted July 28, 2008, July 27, 2009, May 24, 2010 and October 22, 2012 (as so amended and supplemented and as hereafter amended and supplemented in accordance with its terms, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The First Amended and Restated Series 2009C Bond is issuable only as a single, fully registered bond. The First Amended and Restated Series 2009C Bond is issued on a parity and is equally and ratably secured by Net Revenues of the System with the Borrower's outstanding Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2005 (the "First Amended and Restated Series 2005 Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2008 (the "First Amended and Restated Series 2008 Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B (the "Series 2009B Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010B (the "First Amended and Restated Series 2010B Bond"), and Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C (the "First Amended and Restated 2010C Bond") (all such Bonds, collectively, the "Outstanding Bonds").

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

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

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

The Borrower may deem and treat the person in whose name this First Amended and Restated Series 2009C Bond is registered as the absolute owner hereof, whether this First Amended and Restated Series 2009C Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The First Amended and Restated Series 2009C Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sewer System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in the Sewer System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than one-twelfth of the interest and principal to become due within the next twelve months with respect to all Bonds payable from the Revenue Bond Account; that the Borrower has created a Reserve Account in the Sewer System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the maximum amount of principal and interest payable on the Bonds in the current or any future fiscal year; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce during each fiscal year Net Revenues not less than 125% of the maximum annual principal and interest payable on the outstanding Bonds in the current or any future fiscal year; that additional bonds may be issued and made payable from the Revenue Bond Account on a parity with the outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the outstanding Bonds on such Net Revenues; that all provisions for the security of the holder of this First Amended and Restated Series 2009C Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this First Amended and Restated Series 2009C Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this First Amended and Restated Series 2009C Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the First Amended and Restated Series 2009C Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the 2nd day of November, 2012.

_____
Mayor

(SEAL)

_____
City Finance Director

_____
City Clerk

REGISTRATION AND TRANSFER

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

REGISTER

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

Date of Registration	Name and Address of Registered Holder	Signature of City Finance Director
November 2, 2012	Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620	

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

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

Date of Transfer	Name of New Registered Holder	Signature of Bond Registrar

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ _____ the within Bond and does hereby irrevocably constitute and appoint_____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

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

SCHEDULE A

Date	Principal	Interest	Administrative Expense Surcharge	Loan Loss Reserve Surcharge	Total Loan Payment

APPENDIX B-5

[Form of Series 2010B Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

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

R-2 $759,000

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the "Borrower"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely from the Revenue Bond Account of its Sewer System Fund, the principal amount of SEVEN HUNDRED FIFTY NINE THOUSAND DOLLARS ($759,000), with interest thereon from the date hereof at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of seventy-five hundredths of one percent (0.75%) per annum and twenty-five hundredths of one percent (0.25%) per annum, respectively. Principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Loan Repayment Date"), commencing January 1, 2013. Each installment shall be in the amount set forth opposite its due date in Schedule A hereto under "Total Loan Payment." The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule A hereto. Past-due payments of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of $816,000 (the "First Amended and Restated Series 2010B Bond"). The First Amended and Restated Series 2010B Bond is issued to refinance costs of construction of certain improvements to the sewer system of the Borrower (the "System").

The First Amended and Restated Series 2010B Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18326 (the "Original Resolution"), adopted by the City Council on August 22, 2005, as amended and supplemented by Resolution Nos. 08-18738, 09-18851, 10-18939 and 12-19228, adopted July 28, 2008, July 27, 2009, May 24, 2010 and October 22, 2012 (as so amended and supplemented and as hereafter amended and supplemented in accordance with its terms, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The First Amended and Restated Series 2010B Bond is issuable only as a single, fully registered bond. The First Amended and Restated Series 2010B Bond is issued on a parity and is equally and ratably secured by Net Revenues of the System with the Borrower's outstanding Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2005 (the "First Amended and Restated Series 2005 Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2008 (the "First Amended and Restated Series 2008 Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B (the "Series 2009B Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C (the "First Amended and Restated Series 2009C Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010B (the "First Amended and Restated Series 2010B Bond") and Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C (the "First Amended and Restated 2010C Bond") (all such Bonds, collectively, the "Outstanding Bonds").

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

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

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

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

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sewer System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in the Sewer System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than one-twelfth of the interest and principal to become due within the next twelve months with respect to all Bonds payable from the Revenue Bond Account; that the Borrower has created a Reserve Account in the Sewer System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the maximum amount of principal and interest payable on the Bonds in the current or any future fiscal year; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce during each fiscal year Net Revenues not less than 125% of the maximum annual principal and interest payable on the outstanding Bonds in the current or any future fiscal year; that additional bonds may be issued and made payable from the Revenue Bond Account on a parity with the outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the outstanding Bonds on such Net Revenues; that all provisions for the security of the holder of this First Amended and Restated Series 2010B Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this First Amended and Restated Series 2010B Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this First Amended and Restated Series 2010B Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the First Amended and Restated Series 2010B Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the 2nd day of November, 2012.

_____
Mayor

(SEAL)

_____
City Finance Director

_____
City Clerk

REGISTRATION AND TRANSFER

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

REGISTER

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

Date of Registration	Name and Address of Registered Holder	Signature of City Finance Director
November 2, 2012	Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620	

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

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

Date of Transfer	Name of New Registered Holder	Signature of Bond Registrar

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ _____ the within Bond and does hereby irrevocably constitute and appoint_____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

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

SCHEDULE A

Date	Principal	Interest	Administrative Expense Surcharge	Loan Loss Reserve Surcharge	Total Loan Payment

APPENDIX B-6

[Form of Series 2010C Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

FIRST AMENDED AND RESTATED
SEWER SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
SERIES 2010C

R-2 $2,197,822

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the "Borrower"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely from the Revenue Bond Account of its Sewer System Fund, the principal amount of TWO MILLION ONE HUNDRED NINETY SEVEN THOUSAND EIGHT HUNDRED TWENTY TWO ($2,197,822), with interest thereon from the date hereof at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of seventy-five hundredths of one percent (0.75%) per annum and twenty-five hundredths of one percent (0.25%) per annum, respectively. Principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Loan Repayment Date"), commencing January 1, 2013. Each installment shall be in the amount set forth opposite its due date in Schedule A hereto under "Total Loan Payment." The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule A hereto. Past-due payments of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of $2,900,000 (the "First Amended and Restated Series 2010C Bond"). The First Amended and Restated Series 2010C Bond is issued to refinance costs

of construction of certain improvements to the sewer system of the Borrower (the "System"). The First Amended and Restated Series 2010C Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18326 (the "Original Resolution"), adopted by the City Council on August 22, 2005, as amended and supplemented by Resolution Nos. 08-18738, 09-18851, 10-18939 and 12-19228, adopted July 28, 2008, July 27, 2009, May 24, 2010 and October 22, 2012 (as so amended and supplemented and as hereafter amended and supplemented in accordance with its terms, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The First Amended and Restated Series 2010C Bond is issuable only as a single, fully registered bond. The First Amended and Restated Series 2010C Bond is issued on a parity and is equally and ratably secured by Net Revenues of the System with the Borrower's outstanding Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2005 (the "First Amended and Restated Series 2005 Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2008 (the "First Amended and Restated Series 2008 Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B (the "Series 2009B Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C (the "First Amended and Restated Series 2009C Bond"), and Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010B (the "First Amended and Restated Series 2010B Bond") (all such Bonds, collectively, the "Outstanding Bonds").

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

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

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

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

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sewer System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in the Sewer System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than one-twelfth of the interest and principal to become due within the next twelve months with respect to all Bonds payable from the Revenue Bond Account; that the Borrower has created a Reserve Account in the Sewer System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the maximum amount of principal and interest payable on the Bonds in the current or any future fiscal year; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce during each fiscal year Net Revenues not less than 125% of the maximum annual principal and interest payable on the outstanding Bonds in the current or any future fiscal year; that additional bonds may be issued and made payable from the Revenue Bond Account on a parity with the outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the outstanding Bonds on such Net Revenues; that all provisions for the security of the holder of this First Amended and Restated Series 2010C Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this First Amended and Restated Series 2010C Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this First Amended and Restated Series 2010C Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the First Amended and Restated Series 2010C Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the 2nd day of November, 2012.

_____
Mayor

(SEAL)

_____
City Finance Director

_____
City Clerk

REGISTRATION AND TRANSFER

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

REGISTER

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

Date of Registration	Name and Address of Registered Holder	Signature of City Finance Director
November 2, 2012	Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620	

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

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

Date of Transfer	Name of New Registered Holder	Signature of Bond Registrar

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ _____ the within Bond and does hereby irrevocably constitute and appoint_____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

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

SCHEDULE A

Date	Principal	Interest	Administrative Expense Surcharge	Loan Loss Reserve Surcharge	Total Loan Payment

APPENDIX B-7

[Form of Series 2013 Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

SEWER SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
SERIES 2013

R-1 $3,100,000

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the "Borrower"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely from the Revenue Bond Account of its Sewer System Fund, the principal sum equal to the amounts entered on Schedule A hereto under "Total Amount Advanced," with interest thereon from the date such amount is advanced at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rate of seventy-five hundredths of one percent (0.75%) per annum and twenty-five hundredths of one percent (0.25%) per annum, respectively. Principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Loan Repayment Date"), commencing January 1, 2014. Each installment shall be in the amount set forth opposite its due date in Schedule B hereto under "Total Loan Payment." The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B hereto. Upon each disbursement of 2013 Loan amounts to the Borrower pursuant to the Supplemental Resolution described below, the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under "Advances" and the total amount advanced under the Resolution, including such disbursement, under "Total Amount Advanced." The DNRC shall prepare Schedule B and any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the Supplemental Resolution. Schedule B shall be calculated and recalculated on a substantially level debt service basis assuming an interest rate of 3.00% per annum. Past-due payments of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder

of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of $3,100,000 (the "Series 2013 Bond"). The Series 2013 Bond is issued to refinance costs of construction of certain improvements to the sewer system of the Borrower (the "System") and to pay costs of issuance of the Series 2013 Bond. The Series 2013 Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18326 (the "Original Resolution"), adopted by the City Council on August 22, 2005, as amended and supplemented by Resolution Nos. 08-18738, 09-18851, 10-18939 and 12-19228 and 13-19250 adopted July 28, 2008, July 27, 2009, May 24, 2010, October 22, 2012 and March 11, 2013 (as so amended and supplemented and as hereafter amended and supplemented in accordance with its terms, the "Resolution"). Resolution No. 13-19250 is referred to herein as the "Supplemental Resolution." Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The Series 2013 Bond is issuable only as a single, fully registered bond. The Series 2013 Bond is issued on a parity and is equally and ratably secured by Net Revenues of the System with the Borrower's outstanding Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2005, Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2008, Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B, Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C, Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010B, and Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C (all such Bonds, collectively, the "Outstanding Bonds").

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2013 Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Outstanding Bonds and the Series 2013 Bond (collectively, the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2013 Bond.

The Borrower may prepay the principal of the Series 2013 Bond only if it obtains the prior written consent of the DNRC thereto and no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2013 Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The Series 2013 Bond, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not

constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this Series 2013 Bond is registered as the absolute owner hereof, whether this Series 2013 Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The Series 2013 Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will forthwith construct and complete the improvements to the System hereinabove described; that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sewer System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in the Sewer System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than one-twelfth of the interest and principal to become due within the next twelve months with respect to all Bonds payable from the Revenue Bond Account; that the Borrower has created a Reserve Account in the Sewer System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the maximum amount of principal and interest payable on the Bonds in the current or any future fiscal year; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce during each fiscal year Net Revenues not less than 125% of the maximum annual principal and interest payable on the outstanding Bonds in the current or any future fiscal year; that additional bonds may be issued and made payable from the Revenue Bond Account on a parity with the outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the outstanding Bonds on such Net Revenues; that all provisions for the security of the holder of this Series 2013 Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2013 Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this Series 2013 Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2013 Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the 18th day of March, 2013.

_____
Mayor

(SEAL)

_____
City Finance Director

_____
City Clerk

REGISTRATION AND TRANSFER

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

REGISTER

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

Date of Registration	Name and Address of Registered Holder	Signature of City Finance Director
March 18, 2013	Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620	

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

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

Date of Transfer	Name of New Registered Holder	Signature of Bond Registrar

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ _____ the within Bond and does hereby irrevocably constitute and appoint_____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

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

SCHEDULE A

SCHEDULE OF AMOUNTS ADVANCED

Date	Advances	Total Amount Advanced	Notation Made By

SCHEDULE B

Date	Principal	Interest	Administrative Expense Surcharge	Loan Loss Reserve Surcharge	Total Loan Payment

Consent **1. N. 2.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Bond Resolution Relating to the Sewer System Revenue Bonds, Series 2017;

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The City staff has been working with Piper Jaffray and DA Davidson on the sale of bonds to finance the improvements needed at the Wastewater Treatment Plant. On January 9th, 2016, Council approved a resolution which included authorization for the City Administrator and the City Finance Director to approve, execute and deliver to the purchaser a bond purchase agreement. The agreement was executed on January 25th, 2016. Council must adopt a resolution that outlines the final terms and details of the bonds.

ALTERNATIVES ANALYZED

Upon approval of the resolution, the Finance staff will proceed with the bond closing on February 22, 2017. 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 term of the bonds is 20 years at a interest rate of 3.295%. The debt service payment will be made from the Wastewater Fund.

RECOMMENDATION

Staff recommends that City Council approve the bond resolution for Series 2017 Sewer System Revenue Bonds.

APPROVED BY CITY ADMINISTRATOR

Attachments

resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. _____, entitled: "RESOLUTION RELATING TO $56,505,000 SEWER SYSTEM REVENUE BONDS, SERIES 2017; AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on February 13, 2017, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand officially this 13th day of February, 2017.

_____
City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO $56,505,000 SEWER SYSTEM REVENUE BONDS, SERIES 2017; AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR

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

Section 1. Definitions, Authorizations and Findings.

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

1.02. Original Resolution; Outstanding SRF Bonds. In accordance with the authorization described in Section 1.01 and pursuant to a resolution of the City, adopted by the Council on February 13, 2017 (the "Original Resolution"), the City has issued and there are outstanding its First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2005 (the "Series 2005 Bond"), First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2008 (the "Series 2008 Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B (the "Series 2009B Bond"), First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C (the "Series 2009C Bond"), First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010B (the "Series 2010B Bond"), First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C (the "Series 2010C Bond") and Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2013 (the "Series 2013 Bond"). The Series 2005 Bond, Series 2008 Bond, Series 2009B Bond, Series 2009C Bond, Series 2010B Bond, Series 2010C Bond and Series 2013 Bond are referred to collectively herein as the "Outstanding SRF Bonds." Capitalized terms, used but not defined herein, shall have the meanings ascribed to them in the Original Resolution.

1.03. Parity Bonds. In Article VI of the Original Resolution, the City reserved the right to issue Additional Bonds payable from and secured by Net Revenues of the System on a parity with the Outstanding SRF Bonds on certain terms and conditions. Based on the Net Revenues of the System for fiscal year ended June 30, 2016, it is determined that the City is authorized to issue a series of bonds (the "Series 2017 Bonds") in the aggregate principal amount of $56,505,000 in order to finance or reimburse the costs of the 2017 Project (as hereinafter defined), which Bonds shall be payable from and secured by the Net Revenues of the System on a parity with the Outstanding SRF Bonds.

1.04. 2017 Project. After investigation of the facts and as authorized by the Act, this Council has determined it to be necessary and desirable to undertake certain improvements to the System, as further described on Exhibit A hereto (the "2017 Project"). The estimated costs of the 2017 Project, including engineering and financing costs, are presently estimated to be $77,932,765.85, and consist of the following items:

Construction	$63,105,610.69
Costs of Issuance	273,563.00
Underwriter's Discount	203,418.00
Premium of Debt Service Reserve Surety Bond	62,174.16
Total	$63,644,765.85

Costs of the 2017 Project in excess of the proceeds of the Series 2017 Bonds shall be paid from Surplus Net Revenues of the System available therefor ($14,288,000).

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

(a) The City is authorized under the Act to charge just and equitable rates, charges and rentals for all services directly or indirectly furnished by the System, and to pledge and appropriate to the payment of the Bonds the revenues to be derived from the operation of the System, including improvements, betterments or extensions thereof hereafter constructed or acquired.

(b) The Net Revenues to be produced by such rates, charges and rentals during the term of the Series 2017 Bonds will be sufficient to pay the principal of and interest when due on the Outstanding SRF Bonds and the Series 2017 Bonds, to create and maintain reasonable reserves therefor, to pay the reasonable and ordinary costs of operating and maintaining the System and to provide an adequate allowance for replacement and repair, as herein prescribed or prescribed in the Original Resolution. Upon the issuance of the Series 2017 Bonds, the only Bonds payable from the System will be the Outstanding SRF Bonds and the Series 2017 Bonds.

(c) In accordance with Section 6.2 of the Original Resolution, the Net Revenues of the System for Fiscal Year 2016 were $11,004,396. Such Net Revenues (taking into account additional annual costs of operation and maintenance estimated to be incurred as a result of the 2017 Project) equaled at least 125% ($6,662,720) of the maximum amount of principal and interest payable on the Outstanding SRF Bonds and the Series 2017 Bonds ($5,330,176) in any subsequent Fiscal Year during the term of the Outstanding SRF Bonds.

(d) It is in the best interests of the City and its residents to issue and sell the Series 2017 Bonds to finance or reimburse the costs of the 2017 Project as provided in this Supplemental Resolution.

1.06. Authorization and Sale of Series 2017 Bonds. Pursuant to Resolution No. 16-10595, adopted December 12, 2016 (the "Initial Authorizing Resolution") and Resolution No.

17-10600 adopted January 9, 2017 (the "Parameters Resolution"), this Council determined that it is in the best interests of the City to issue its Series 2017 Bonds to Piper Jaffray & Co., of Denver, Colorado, and D.A. Davidson & Co., of Great Falls, Montana (collectively, the "Underwriter") pursuant to a negotiated sale, as authorized by the Act and Montana Code Annotated, Section 17-5-107, in order to pay all or a portion of the costs of the 2017 Project, to pay the premium of a Surety Bond for deposit in the Reserve Account as described in Section 1.07, and to pay costs of issuance of the Series 2017 Bonds. Pursuant to the Initial Authorizing Resolution, this Council authorized the negotiated sale of the Series 2017 Bonds to the Underwriter and pursuant to the Parameters Resolution, this Council authorized the City Administrator and the City Finance Director to enter into a Bond Purchase Agreement with the Underwriter (the "Bond Purchase Agreement"). Pursuant to the Bond Purchase Agreement, dated as of January 26, 2017, the Underwriter agreed to purchase the Series 2017 Bonds at the aggregate purchase price of $63,441,347.85 (representing the par amount of the Series 2017 Bonds, less Underwriter's compensation of $203,418.00 plus a reoffering premium of $7,139,765.85), subject to the terms and conditions of the Bond Purchase Agreement and this Supplemental Resolution. The true interest cost of the Series 2017 Bonds is 3.295217%. The sale of the Series 2017 Bonds to the Underwriter is hereby ratified and confirmed.

1.07. Reserve Account Surety Bond. In connection with the issuance of the Series 2017 Bonds, the City is required, pursuant to the terms of the Original Resolution, to cause amounts in the Reserve Account to be increased, from the proceeds of the Series 2017 Bonds, from Surplus Net Revenues and/or from Surety Bonds, to an amount equal to the Reserve Requirement during the term of the Outstanding Bonds. Upon the issuance of the Series 2017 Bonds, the City and National Public Finance Guarantee Corporation ("National") shall enter into a Financial Guaranty Agreement substantially in the form attached hereto as Exhibit B (the "Financial Guaranty Agreement"), pursuant to which National shall agree to issue a Surety Bond with an initial face amount of $3,885,885, which shall be credited to the Reserve Account. The face amount of the Surety Bond ($3,885,885), together with the cash on deposit in the Reserve Account ($1,444,291), equals the Reserve Requirement upon issuance of the Series 2017 Bonds ($5,330,176).

The City Administrator and the City Finance Director are hereby authorized and directed to approve, execute and deliver to National the Financial Guaranty Agreement and any other documentation necessary for the issuance of the Surety Bond. In the event of the absence or disability of the City Administrator and City Finance Director, the Mayor or Deputy City Administrator shall execute and deliver the Financial Guaranty Agreement. The execution and delivery by appropriate officers of the City of the Financial Guaranty Agreement shall be conclusive as to the approval of such officers of the terms thereof and the agreement of the City with respect thereto.

1.08. Application of Proceeds of Series 2017 Bonds. The City shall deposit the proceeds of the sale of the Series 2017 Bonds as follows: (i) $62,174.16 to pay the premium of the Surety Bond (1.6% of the face amount thereof); and (ii) deposit the balance of the proceeds of the Series 2017 Bonds in the Acquisition and Construction Account to be used to pay costs of the 2017 Project and costs of issuance of the Series 2017 Bonds.

1.09. Recitals. All acts, conditions and things required by the Constitution and laws of the State to be done, to exist, to happen and to be performed prior to the issuance of the Series 2017 Bonds have been done, do exist, have happened, and have been performed in due time, form and manner, wherefore it is now necessary for this Council to establish the form and terms of the Series 2017 Bonds, to provide for the security thereof and to issue the Series 2017 Bonds forthwith.

Section 2. Bond Terms, Execution and Delivery.

2.01. Term of Series 2017 Bonds. The Series 2017 Bonds shall be designated "Sewer System Revenue Bonds, Series 2017." The Series 2017 Bonds shall be in denominations of $5,000 or any integral multiple thereof of single maturities. The Series 2017 Bonds shall mature, subject to redemption as hereinafter provided, on July 1 in the years and amounts listed below, and the Series 2017 Bonds maturing in such years and amounts shall bear interest from date of original issue until paid or duly called for redemption at the rates shown opposite such years and amounts, as follows:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2017	$2,985,000	2.000%	2027	$2,415,000	5.000%
2018	1,430,000	3.000	2028	2,535,000	5.000
2019	1,475,000	4.000	2029	2,880,000	5.000
2020	1,530,000	4.000	2030	3,395,000	5.000
2021	1,595,000	4.000	2031	3,825,000	5.000
2022	1,655,000	5.000	2032	4,120,000	5.000
2023	1,740,000	5.000	2033	4,325,000	5.000
2024	1,825,000	5.000	2034	4,640,000	4.000
2025	1,920,000	5.000	2035	4,925,000	4.000
2026	2,165,000	5.000	2036	5,125,000	4.000

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

2.02. Registered Form, Interest Payment Dates. The Series 2017 Bonds shall be issuable only in fully registered form, and the ownership of the Series 2017 Bonds shall be transferred only upon the Bond Register. The interest on the Series 2017 Bonds shall be payable on January 1 and July 1 in each year, commencing July 1, 2017. Interest on the Series 2017 Bonds shall be payable to the Holders thereof as of the close of business on the 15th day of the month immediately preceding each interest payment date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of each Series 2017 Bond shall be payable by check or draft issued by the Registrar described herein. Upon notice to the Registrar delivered not less than 15 days before the applicable payment date, accompanied by proper wire transfer instruction and payment of any fees imposed by the Registrar, any Holder of Series 2017 Bonds in an aggregate principal amount equal to or greater than $1,000,000 may elect to be paid installments of principal of, premium, if any, and interest on the Series 2017 Bonds payable on the applicable payment date by Federal Reserve wire transfer in immediately

available funds to any bank in the United States specified by such holder which is a member of the Federal Reserve system.

2.03. Dated Date. Each Series 2017 Bond shall be dated, as originally issued, as of February 22, 2017, and upon authentication of any Series 2017 Bond the Registrar shall indicate thereon the date of such authentication.

2.04. Registration. The City shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the "Registrar"). This Section 2.04 shall establish a system of registration for the Series 2017 Bonds. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Bond Register. The Registrar shall keep at its principal office a Bond Register in which the Registrar shall provide for the registration of ownership of Series 2017 Bonds and the registration of transfers and exchanges of Series 2017 Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Series 2017 Bonds. Upon surrender to the Registrar for transfer of any Series 2017 Bond duly endorsed by the Holder thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the Holder thereof or by an attorney duly authorized by the Holder in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2017 Bonds of the same series and a like aggregate principal amount, interest rate and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer of any Series 2017 Bond or portion thereof selected or called for redemption.

(c) Exchange of Series 2017 Bonds. Whenever any Series 2017 Bond is surrendered by the Holder for exchange, the Registrar shall authenticate and deliver one or more new Series 2017 Bonds of the same series and a like aggregate principal amount, interest rate and maturity, as requested by the Holder or the Holder's attorney in writing.

(d) Cancellation. All Series 2017 Bonds surrendered upon any transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Series 2017 Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Series 2017 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 Holders. The City and the Registrar may treat the Person in whose name any Series 2017 Bond is at any time registered in the Bond Register as the absolute owner of such Series 2017 Bond, whether such Series 2017 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on such Series 2017 Bond and for all other purposes, and

all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Series 2017 Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Series 2017 Bonds (except for an exchange upon a partial redemption of a Series 2017 Bond), the Registrar may impose a charge upon the Holder 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 Series 2017 Bonds. In case any Series 2017 Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Series 2017 Bond of the same series and a like aggregate principal amount, interest rate and maturity in exchange and substitution for and upon cancellation of any such mutilated Series 2017 Bond or in lieu of and in substitution for any such Series 2017 Bond lost, stolen or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Series 2017 Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Series 2017 Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Series 2017 Bonds so surrendered to the Registrar shall be cancelled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen or destroyed Series 2017 Bond has already matured or such Series 2017 Bond has been called for redemption in accordance with its terms, it shall not be necessary to issue a new Series 2017 Bond prior to payment.

2.05. Appointment of Initial Registrar. The City hereby appoints U.S. Bank National Association, of Salt Lake City, Utah, to act as the Registrar for the Series 2017 Bonds. The City reserves the right to appoint a successor Registrar, but the City agrees to pay the reasonable and customary charges of the Registrar for the services performed. Upon merger or consolidation of a bank or trust company that is acting as the Registrar, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The City reserves the right to remove any Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Series 2017 Bonds in its possession as Registrar to the successor Registrar and shall deliver the Bond Register to the successor Registrar.

2.06. Optional Redemption. The Series 2017 Bonds with Stated Maturities in the years 2017 through 2027 are not subject to redemption prior to their Stated Maturities. The Series 2017 Bonds with Stated Maturities on or after July 1, 2028 are subject to redemption on July 1, 2027 and any date thereafter, at the option of the City, in whole or in part, and if in part from such Stated Maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in $5,000 principal amounts selected by the Registrar by lot or other manner it deems fair), at a redemption price equal to the principal amount thereof and interest accrued to the Redemption Date, without premium.

The Redemption Date and the principal amount of the Series 2017 Bonds to be redeemed shall be fixed by the City Finance Director who shall give notice thereof to the Registrar at least 35 days prior to the Redemption Date or such lesser period as the Registrar accepts. The Registrar, at least 30 days prior to the designated Redemption Date, shall cause notice of redemption to be mailed, by first class mail, or by other means required by the securities depository, to the Holders of each Series 2017 Bond to be redeemed at their addresses as they appear on the Bond Register, but no defect in or failure to give such notice shall affect the validity of proceedings for the redemption of any Series 2017 Bond not affected by such defect or failure. The notice of redemption shall specify the Redemption Date, redemption price, the numbers, interest rates and CUSIP numbers of the Series 2017 Bonds to be redeemed and the place at which the Series 2017 Bonds are to be surrendered for payment, which is the principal office of the Registrar. Official notice of redemption having been given as aforesaid, the Series 2017 Bonds or portions thereof so to be redeemed shall, on the Redemption Date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Series 2017 Bonds or portions thereof shall cease to bear interest.

Notwithstanding anything in the Original Resolution or this Supplemental Resolution to the contrary, (i) there may be no optional redemption of any Bonds (including the Series 2017 Bonds) unless all amounts owed National Public Finance Guarantee Corporation ("National") under the Financial Guaranty Agreement dated as of February 22, 2017 (the "Financial Guaranty Agreement Agreement") or any other documents have been paid in full by the City and (ii) the Original Resolution and this Supplemental Resolution may not be terminated until National has been paid all amounts owed to it under the terms of the Financial Guaranty Agreement or any other documents.

2.07. Execution and Delivery. The Series 2017 Bonds shall be executed on behalf of the City in accordance with the Original Resolution. When the Series 2017 Bonds have been so executed, they shall be authenticated and registered by the Registrar and delivered to the Underwriter upon payment of the purchase price in accordance with the Bond Purchase Agreement. The Underwriter shall not be obligated to see to the application of the purchase price.

2.08. Securities Depository for the Series 2017 Bonds.

(a) For purposes of this Section 2.08, the following terms shall have the following meanings:

"Beneficial Owner" shall mean, whenever used with respect to a Series 2017 Bond of which DTC (as hereinafter defined) or its nominee is the Holder, the Person (or subrogee of the Person) recorded as the beneficial owner of such Series 2017 Bond on the records of the Participant (as hereinafter defined) in whose name DTC holds such Series 2017 Bond.

"Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2017 Bonds.

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

"Participant" shall mean any broker-dealer, bank or other financial institution for which DTC holds Series 2017 Bonds as securities depository.

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

(b) The Series 2017 Bonds shall be initially issued as separately authenticated fully registered Series 2017 Bonds, and one Series 2017 Bond shall be issued in the principal amount of each Stated Maturity of the Series 2017 Bonds. Upon initial issuance, the ownership of all Series 2017 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive Holder of the Series 2017 Bonds registered in its name for the purposes of payment of the principal of or interest on the Series 2017 Bonds, selecting the Series 2017 Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to Holder of Series 2017 Bonds under the Original Resolution or this Supplemental Resolution, registering the transfer of Series 2017 Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Series 2017 Bonds under or through DTC or any Participant, or any other Person which is not shown on the Bond Register as being an Holder, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Series 2017 Bonds, with respect to any notice which is permitted or required to be given to Holders under the Original Resolution or this Supplemental Resolution, with respect to the selection by DTC or any Participant of any Person to receive payment in the event of a partial redemption of the Series 2017 Bonds, or with respect to any consent given or other action taken by DTC as Holder of the Series 2017 Bonds. So long as any Series 2017 Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Series 2017 Bond, and shall give all notices with respect to such Series 2017 Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and interest on the Series 2017 Bonds to the extent of the sum or sums so paid. Unless the services of DTC as securities depository with respect to the Series 2017 Bonds are terminated as provided in subsection (c) hereof, no Person other than DTC shall receive an authenticated Series 2017 Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Series 2017 Bonds will be transferable to such new nominee in accordance with subsection (e) hereof.

(c) In the event the City determines to discontinue the book-entry-only system for the Series 2017 Bonds, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Series 2017 Bonds in the form of certificates. In such event, the Series 2017 Bonds will be transferable in accordance with subsection (e) hereof. DTC may determine to discontinue providing its services with respect to the Series 2017 Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with

respect thereto under applicable law. In such event the Series 2017 Bonds will be transferable in accordance with subsection (e) hereof.

(d) The Representation Letter sets forth certain matters with respect to, among other things, notices, consents and approvals by Holders and Beneficial Owners and payments on the Series 2017 Bonds. The Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its actions under the Original Resolution and this Supplemental Resolution.

(e) In the event that any transfer or exchange of Series 2017 Bonds is permitted under subsection (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Series 2017 Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of the Original Resolution and this Supplemental Resolution. In the event Series 2017 Bonds in the form of certificates are issued to Holders other than Cede & Co., its successor as nominee for DTC as Holder of all the Series 2017 Bonds, or another securities depository as Holder of all the Series 2017 Bonds, the provisions of the Original Resolution and this Supplemental Resolution shall also apply to all matters relating thereto, including, without limitation, the preparation of such Series 2017 Bonds in the form of Series 2017 Bond certificates and the method of payment of principal of and interest on such Series 2017 Bonds in the form of Series 2017 Bond certificates.

2.09. Form of Series 2017 Bonds. The Series 2017 Bonds shall be prepared in substantially the form set forth in Exhibit C hereto and by this reference is made a part hereof.

Section 3. Security for the Series 2017 Bonds. The Series 2017 Bonds are issued under and pursuant to Sections 6.1 and 6.2 of the Original Resolution and shall, with the Outstanding SRF Bonds and any Additional Bonds hereafter issued, be secured, equally and ratably, by a first lien upon the Net Revenues of the System (the Gross Revenues being subject to the prior appropriation thereof to the Operating Account for the payment of Operating Expenses) and secured by the Reserve Account, without preference or priority of any one Bond over any other by reason of serial number, date of issue, series designation or otherwise, all as provided in the Original Resolution. Upon the issuance of the Series 2017 Bonds, the City Finance Director shall deposit the Surety Bond to the credit of the Reserve Account, following which deposit, amounts in the Reserve Account shall equal the Reserve Requirement with respect to the Outstanding SRF Bonds and the Series 2017 Bonds for the current or any future Fiscal Year. The City shall keep, perform and observe each and every one of its covenants and undertakings set forth in the Original Resolution, as amended and supplemented, and shall cause the 2017 Project to be undertaken and completed expeditiously.

Section 4. Continuing Disclosure.

(a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Series 2017 Bonds and the security therefor and to permit the Original Purchasers and other participating underwriters in the primary offering of the Series 2017 Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), the City hereby makes the following covenants and agrees, for the benefit of the Holders (as hereinafter

defined) from time to time of the Series 2017 Bonds, to provide annual reports of specified information and notice of the occurrence of certain events to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access system website ("EMMA"), as hereinafter described (the "Disclosure Covenants").

If the City fails to comply with the Disclosure Covenants, any Person aggrieved thereby, including the Holders of the Series 2017 Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of the Disclosure Covenants, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder. Notwithstanding anything to the contrary contained in the Disclosure Covenants, in no event shall a default under this Section 4 constitute a default under the Series 2017 Bonds or under any other provision of the Original Resolution or this Supplemental Resolution.

As used in this Section 4, "Holder" means, in respect of a Series 2017 Bond, the registered owner or owners thereof appearing in the Bond Register or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used in this Section 4, "Beneficial Owner" means, in respect of a Series 2017 Bond, any Person that (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Series 2017 Bond (including Persons holding Series 2017 Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the Holder of the Series 2017 Bond for federal income tax purposes.

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

(i) on or before 365 days after the end of each fiscal year of the City, commencing with the fiscal year ending June 30, 2016, the following financial information and operating data in respect of the City (the "Disclosure Information"):

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

(B) To the extent not included in the financial statements referred to in paragraph (b)(i)(A) hereof, the information for such fiscal year of the type set forth below, which information may be unaudited:

(1) updated information regarding any changes in the user rates in a format similar to the table "Sewer Rates" in the final Official Statement dated January 26, 2017 with respect to the Series 2017 Bonds (the "Official Statement");

(2) updated information regarding the number of customers served by the System in a format similar to the table "Number of Customers" in the Official Statement;

(3) a list of the major System users for the then current fiscal year in format similar to the table "Largest Customers" in the Official Statement;

(4) updated information regarding the average daily flow for the System in a format similar to the table "Sewer Treatment Capacity Requirements" in the Official Statement; and

(5) updated information regarding maximum daily flow for the System in a format similar to the table "Sewer Peak Daily Demand" in the Official Statement.

Notwithstanding anything in this Section 4 to the contrary, if the audited financial statements are not available by the date specified, the City shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the City shall provide the audited financial statements.

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

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

If the Disclosure Information is changed or the Disclosure Covenants are amended as permitted by paragraph (d) hereof, then the City shall include in the next Disclosure Information to be delivered pursuant to this Section 4, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

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

(A) principal and interest payment delinquencies;
(B) non-payment related defaults, if material;
(C) unscheduled draws on debt service reserves reflecting financial difficulties;
(D) unscheduled draws on credit enhancements reflecting financial difficulties;
(E) substitution of credit or liquidity providers, or their failure to perform;
(F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Series 2017 Bonds or other material events affecting the tax status of the Series 2017 Bonds;
(G) modifications to rights of holders of the Series 2017 Bonds, if material;
(H) bond calls, if material, and tender offers;
(I) defeasances;
(J) release, substitution or sale of property securing repayment of the Series 2017 Bonds, if material;
(K) rating changes;
(L) bankruptcy, insolvency, receivership, or similar event of the obligated person;
(M) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
(N) appointment of a successor or additional trustee or the change of name of a trustee, if material.

An event is "material" if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Series 2017 Bond or, if not disclosed, would materially alter the total mix of information otherwise available to an investor from the Official Statement or information generally available to the public. Notwithstanding the foregoing sentence, an event is also "material" if it is an event that would be deemed material for purposes of the

purchase, holding or sale of a Series 2017 Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

(iii) In a timely manner, the City will provide notice of the occurrence of any of the following events or conditions:

(A) the failure of the City to provide the Disclosure Information described under paragraph (b)(i) hereof at the time specified thereunder;

(B) the amendment or supplementing of the Disclosure Covenants pursuant to paragraph (d) hereof, together with a copy of such amendment or supplement and any explanation provided by the City; and

(C) any change in the fiscal year of the City.

(c) Manner of Disclosure. The City agrees to make available the information described in paragraph (b) hereof to the MSRB through EMMA or in a manner as may be otherwise proscribed by the MSRB consistent with the Rule. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(d) Term; Amendments; Interpretation.

(i) The Disclosure Covenants shall remain in effect so long as any Series 2017 Bonds are outstanding.

(ii) Notwithstanding paragraph (d)(i) hereof, the Disclosure Covenants (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided in subsection (b)(iii) above) or the consent of the Holder of any Series 2017 Bonds, by a resolution of the Council filed with the City Clerk and accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that the Disclosure Covenants (and the form and requirements of the Disclosure Information), as so amended or supplemented, will comply with paragraph (b)(5) of the Rule.

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

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

Section 5. Tax Covenants and Certifications.

5.01. Use of 2017 Project. The 2017 Project has been and will continue to 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 2017 Project or security for the payment of the Series 2017 Bonds which might cause the Series 2017 Bonds to be considered "private activity bonds" or "private loan bonds" within the meaning of Section 141 of the Code.

5.02. General Covenant. The City covenants and agrees with the Holders from time to time of the Series 2017 Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2017 Bonds to become includable in gross income for federal income tax purposes under the Code and the Regulations, and covenants to take any and all actions within its powers to ensure that the interest on the Series 2017 Bonds 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 Series 2017 Bonds pursuant to the Original Resolution and this Supplemental Resolution, are authorized and directed to execute and deliver to the Underwriter, certificates in accordance with the provisions of Section 148 of the Code and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2017 Bonds, it is reasonably expected that the proceeds of the Series 2017 Bonds will not be used in a manner that would cause the Series 2017 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

5.04. Arbitrage Rebate. The City acknowledges that the Series 2017 Bonds are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Series 2017 Bonds from gross income for federal income tax purposes, unless the Series 2017 Bonds qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no "gross proceeds" of the Series 2017 Bonds (other than amounts constituting a "bona fide debt service fund") arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the City Finance Director is hereby authorized and directed to execute a Rebate Certificate, substantially in the form to be prepared by Bond Counsel, and the 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, 2017, a statement concerning the Series 2017 Bonds containing the information required by Section 149(e) of the Code.

Section 6. Certification of Proceedings.

The officers of the City are hereby authorized and directed to prepare and furnish to the Original Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the City, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Series 2017

Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

Section 7. Repeals and Effective Date.

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

7.02. Effective Date. This Supplemental 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 13th day of February, 2017.

Mayor

Attest: _____
City Clerk

(SEAL)

EXHIBIT A

2017 Project

The 2017 Project consists of various improvements and upgrades to the System, particularly to the City's sewer treatment plant, designed to reduce nutrients in treated wastewater; to meet more stringent sewer discharge requirements imposed by the United States Environmental Protection Agency and the Montana Department of Environmental Quality; to increase the plant's capacity; and to repair or replace existing System facilities.

EXHIBIT B

[FORM OF FINANCIAL GUARANTY AGREEMENT]

FINANCIAL GUARANTY AGREEMENT

FINANCIAL GUARANTY AGREEMENT made as of February 22, 2017, by and between City of Billings, Montana (the "Issuer") and National Public Finance Guarantee Corporation (the "Insurer"), organized under the laws of the state of New York.

W I T N E S S E T H :

WHEREAS, the Issuer has or will issue the Obligations; and

WHEREAS, pursuant to the terms of the Document the Issuer agrees to make certain payments on the Covered Obligations; and

WHEREAS, the Insurer will issue its Surety Bond, substantially in the form set forth in Annex A to this Agreement, guaranteeing certain payments by the Issuer subject to the terms and limitations of the Surety Bond; and

WHEREAS, to induce the Insurer to issue the Surety Bond, the Issuer has agreed to pay the Premium for the Surety Bond and to reimburse the Insurer for all payments made by the Insurer under the Surety Bond, all as more fully set forth in this Agreement; and

WHEREAS, the Issuer understands that the Insurer expressly requires the delivery of this Agreement as part of the consideration for the execution by the Insurer of the Surety Bond; and

NOW, THEREFORE, in consideration of the premises and of the agreements herein contained and of the execution of the Surety Bond, the Issuer and the Insurer agree as follows:

ARTICLE I
DEFINITIONS; SURETY BOND

Section 1.01. Definitions. The terms which are capitalized herein shall have the meanings specified in Annex B hereto.

Section 1.02. Surety Bond.

(a) The Insurer will issue the Surety Bond in accordance with and subject to the terms and conditions of the Commitment.

(b) The maximum liability of the Insurer under the Surety Bond and the coverage and term thereof shall be subject to and limited by the terms and conditions of the Surety Bond.

Section 1.03. Premium. In consideration of the Insurer agreeing to issue the Surety Bond hereunder, the Issuer hereby agrees to pay or cause to be paid the Premium set forth in Annex B hereto. The Premium on the Surety Bond is not refundable for any reason.

Section 1.04. Certain Other Expenses. The Issuer will pay all reasonable fees and disbursements of the Insurer's special counsel related to any modification of this Agreement or the Surety Bond after the date hereof.

ARTICLE II
REIMBURSEMENT AND INDEMNIFICATION
OBLIGATIONS OF ISSUER AND SECURITY THEREFOR

Section 2.01. Reimbursement for Payments Under the Surety Bond and Expenses; Indemnification.

(a) The Issuer will reimburse the Insurer, within the Reimbursement Period, without demand or notice by the Insurer to the Issuer or any other person, to the extent of each Surety Bond Payment with interest on each Surety Bond Payment from and including the date made to the date of the reimbursement at the lesser of the Reimbursement Rate or the maximum rate of interest permitted by then applicable law.

(b) The Issuer also agrees to reimburse the Insurer immediately and unconditionally upon demand, to the extent permitted by State law, for all reasonable expenses incurred by the Insurer in connection with the Surety Bond and the enforcement by the Insurer of the Issuer's obligations under this Agreement, the Document, and any other document executed in connection with the issuance of the Obligations, together with interest on all such expenses from and including the date incurred to the date of payment at the rate set forth in subsection (a) of this Section 2.01.

(c) The Issuer agrees to indemnify the Insurer, to the extent permitted by State law, against any and all liability, claims, loss, costs, damages, fees of attorneys and other expenses which the Insurer may sustain or incur by reason of or in consequence of (i) the failure of the Issuer to perform or comply with the covenants or conditions of this Agreement or (ii) reliance by the Insurer upon representations made by the Issuer or (iii) a default by the Issuer under the terms of the Document or any other documents executed in connection with the issuance of the Obligations.

(d) The Issuer agrees that all amounts owing to the Insurer pursuant to Section 1.03 hereof and this Section 2.01 must be paid in full prior to any optional redemption or refunding of the Obligations.

(e) All payments made to the Insurer under this Agreement shall be paid in lawful currency of the United States in immediately available funds at the Insurer's office at 1 Manhattanville Road, Suite 301, Purchase, New York 10577, Attention: Portfolio Surveillance Group, or at such other place as shall be designated by the Insurer.

Section 2.02. Allocation of Payments. The Insurer and the Issuer hereby agree that each payment received by the Insurer from or on behalf of the Issuer as a reimbursement to the Insurer as required by Section 2.01 hereof shall be applied by the Insurer first, toward payment of any unpaid Premium; second, toward repayment of the aggregate Surety Bond Payments made by the Insurer and not yet repaid, payment of which will reinstate all or a portion of the Surety Bond Coverage to the extent of such repayment (but not to exceed the Surety Bond Limit); and third, upon full reinstatement of the Surety Bond Coverage to the Surety Bond Limit, toward other amounts, including, without limitation, any interest payable with respect to any Surety Bond Payments then due to the Insurer.

Section 2.03. Security for Payments; Instruments of Further Assurance. To the extent, but only to the extent, that the Document, or any related indenture, trust agreement, ordinance, resolution, mortgage, security agreement or similar instrument, if any, pledges to the Owners or any trustee therefor, or grants a security interest or lien in or on any collateral, property, revenue or other payments ("Collateral and Revenues") in order to secure the Obligations or provide a source of payment for the Obligations, the Issuer hereby grants to the Insurer a security interest in or lien on, as the case may be, and pledges to the Insurer all such Collateral and Revenues as security for payment of all amounts due to the Insurer hereunder and under the Document or any other document executed in connection with the issuance of the Obligations, which security interest, lien and/or pledge created or granted under this Section 2.03 shall be subordinate only to the interests of the Owners and any trustee therefor in such Collateral and Revenues, except as otherwise provided. The Issuer agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all financing statements, if applicable, and all other further instruments as may be required by law or as shall reasonably be requested by the Insurer for the perfection of the security interest, if any, granted under this Section 2.03 and for the preservation and protection of all rights of the Insurer under this Section 2.03.

Section 2.04. Unconditional Obligation. The obligations hereunder are absolute and unconditional and will be paid or performed strictly in accordance with this Agreement, subject to the limitations of the Document, irrespective of:

(a) any lack of validity or enforceability of, or any amendment or other modification of, or waiver with respect to the Covered Obligations, the Document or any other document executed in connection with the issuance of the Covered Obligations; or

(b) any exchange, release or nonperfection of any security interest in property securing the Covered Obligations or this Agreement or any obligations hereunder; or

(c) any circumstances that might otherwise constitute a defense available to, or discharge of, the Issuer with respect to the Covered Obligations, the Document or any other document executed in connection with the issuance of the Covered Obligations; or

(d) whether or not such obligations are contingent or matured, disputed or undisputed, liquidated or unliquidated.

Notwithstanding anything in this Agreement to the contrary, the Covered Obligations and all amounts due to the Insurer hereunder and under the Surety Bond shall be special, limited obligations of the Issuer payable solely from Net Revenues (as defined in the Document). The Covered Obligations and all amounts due to the Insurer hereunder and under the Surety Bond shall not be or constitute a pledge of the general credit or taxing powers of the Issuer of any kind whatsoever. Neither of the Covered Obligations nor any of the agreements or obligations of the Issuer contained herein and in the Surety Bond shall be construed to constitute an indebtedness of the State or the Issuer within the meaning of any constitutional or statutory provisions whatsoever.

Section 2.05. Insurer's Rights. The Issuer shall repay the Insurer to the extent of payments made and expenses incurred by the Insurer in connection with the Obligations and this Agreement. The obligation of the Issuer to repay such amounts shall be subordinate only to the rights of the Owners to receive regularly scheduled principal and interest on the Covered Obligations.

Section 2.06. On-Going Information Obligations of Issuer.

(a) Annual Reports. The Issuer will provide to the Insurer annual financial statements audited by an independent certified public accountant within 365 days of the end of each fiscal year;

(b) Access to Facilities, Books and Records. The Issuer will grant the Insurer reasonable access to the project financed by the Obligations and will make available to the Insurer, at reasonable times and upon reasonable notice all books and records relative to the project financed by the Obligations; and

(c) Compliance Certificate. On an annual basis the Issuer will provide to the Insurer a certificate confirming compliance with all covenants and obligations hereunder and under the Document or any other document executed in connection with the issuance of the Obligations.

ARTICLE III
AMENDMENTS TO DOCUMENT

So long as this Agreement is in effect and except as set forth in Section 9.1 of the Document, the Issuer agrees that it will not agree to amend the Document or any other document executed in connection with the issuance of the Obligations, without the prior written consent of the Insurer.

ARTICLE IV
EVENTS OF DEFAULT; REMEDIES

Section 4.01. Events of Default. The following events shall constitute Events of Default hereunder:

(a) The Issuer shall fail to pay to the Insurer when due any amount payable under Sections 1.03; or

(b) The Issuer shall fail to pay to the Insurer any amount payable under Sections 1.04 and 2.01 hereof and such failure shall have continued for a period in excess of the Reimbursement Period; or

(c) Any material representation or warranty made by the Issuer under the Document or hereunder or any statement in the application for the Surety Bond or any report, certificate, financial statement, document or other instrument provided in connection with the Commitment, the Surety Bond, the Obligations, or herewith shall have been materially false at the time when made; or

(d) Except as otherwise provided in this Section 4.01, the Issuer shall fail to perform any of its other obligations under the Document, or any other document executed in connection with the issuance of the Obligations, or hereunder, provided that such failure continues for more than 30 days after receipt by the Issuer of written notice of such failure to perform; or

(e) The Issuer shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of, or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) become unable, admit in writing its inability or fail generally to pay its debts as they become due or (vii) take action for the purpose of effecting any of the foregoing; or

(f) An involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of the Issuer, or of a substantial part of its property, under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law or (ii) the appointment of a receiver, trustee, custodian, sequestrator or similar official for the Issuer or for a substantial part of its property; and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall continue unstayed and in effect for 30 days.

Section 4.02. Remedies. If an Event of Default shall occur and be continuing, then the Insurer may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under this Agreement or to enforce performance of any obligation of the Issuer to the Insurer under the Document or any related instrument, and any obligation, agreement or covenant of the Issuer under this Agreement; provided, however, that the Insurer may not take any action to direct or require acceleration or other early redemption of the Obligations or adversely affect the rights of the Owners. In addition, if an Event of Default shall occur due to the failure to pay to the Insurer the amounts due under Section 1.03 hereof, the Insurer shall have the right to cancel the Surety Bond in accordance with its terms. All rights and remedies of the Insurer under this Section 4.02 are cumulative and the exercise of any one remedy does not preclude the exercise of one or more of the other available remedies.

ARTICLE V
SETTLEMENT

The Insurer shall have the exclusive right to decide and determine whether any claim, liability, suit or judgment made or brought against the Insurer, the Issuer or any other party on the Surety Bond shall or shall not be paid, compromised, resisted, defended, tried or appealed, and the Insurer's decision thereon, if made in good faith, shall be final and binding upon the Insurer, the Issuer and any other party on the Surety Bond. An itemized statement of payments made by the Insurer, certified by an officer of the Insurer, or the voucher or vouchers for such payments, shall be prima facie evidence of the liability of the Issuer, and if the Issuer fails to immediately reimburse the Insurer upon the receipt of such statement of payments, interest shall be computed on such amount from the date of any payment made by the Insurer at the rate set forth in subsection (a) of Section 2.01 hereof.

ARTICLE VI
MISCELLANEOUS

Section 6.01. Interest Computations. All computations of interest due hereunder shall be made on the basis of the actual number of days elapsed over a year of 360 days.

Section 6.02. Exercise of Rights. No failure or delay on the part of the Insurer to exercise any right, power or privilege under this Agreement and no course of dealing between the Insurer and the Issuer or any other party shall operate as a waiver of any such right, power or privilege, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies which the Insurer would otherwise have pursuant to law or equity. No notice to or demand on any party in any case shall entitle such party to any other or further notice or demand in similar or other circumstances, or constitute a waiver of the right of the other party to any other or further action in any circumstances without notice or demand.

Section 6.03. Amendment and Waiver. Any provision of this Agreement may be amended, waived, supplemented, discharged or terminated only with the prior written consent of the Issuer and the Insurer. Upon the written request of the Issuer, the Insurer may make or consent to issue any substitute for the Surety Bond to cure any ambiguity or formal defect or omission in the Surety Bond which does not materially change the terms of the Surety Bond nor adversely affect the rights of the Owners, and this Agreement shall apply to such substituted surety bond. The Insurer agrees to deliver to the Issuer and to the company or companies, if any, rating the Obligations, a copy of such substituted surety bond.

Section 6.04. Successors and Assigns; Descriptive Headings.

(a) This Agreement shall bind, and the benefits thereof shall inure to, the Issuer and the Insurer and their respective successors and assigns; provided, that the Issuer may not transfer or assign any or all of its rights and obligations hereunder without the prior written consent of the Insurer.

(b) The descriptive headings of the various provisions of this Agreement are inserted for convenience of reference only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Section 6.05. Other Sureties. If the Insurer shall procure any other surety to reinsure the Surety Bond, this Agreement shall inure to the benefit of such other surety, its successors and assigns, so as to give to it a direct right of action against the Issuer to enforce this Agreement, and "the Insurer," wherever used herein, shall be deemed to include such reinsuring surety, as its respective interests may appear.

Section 6.06. Signature on Bond. The Issuer's liability shall not be affected by its failure to sign the Surety Bond nor by any claim that other indemnity or security was to have been obtained nor by the release of any indemnity, nor the return or exchange of any collateral that may have been obtained.

Section 6.07. Waiver. The Issuer waives any defense that this Agreement was executed subsequent to the date of the Surety Bond, admitting and covenanting that such Surety Bond was executed pursuant to the Issuer's request and in reliance on the Issuer's promise to execute this Agreement.

Section 6.08. Notices, Requests, Demands. Except as otherwise expressly provided herein, all written notices, requests, demands or other communications to or upon the respective parties hereto shall be deemed to have been given or made when actually received, or in the case of telex or telecopier notice sent over a telex or a telecopier machine owned or operated by a party hereto, when sent, addressed as specified below or at such other address as any of the parties may hereafter specify in writing to the others:

If to the Issuer:	City of Billings 210 North 27th Street Billings, Montana 59103 Attention: Mayor
If to the Insurer:	National Public Finance Guarantee Corporation 1 Manhattanville Road, Suite 301 Purchase, New York 10577 Attention: Portfolio Surveillance Group

Section 6.09. Survival of Representations and Warranties. All representations, warranties and obligations contained herein shall survive the execution and delivery of this Agreement and the Surety Bond.

Section 6.10. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by and construed and interpreted in accordance with the laws of the State.

Section 6.11. Counterparts. This Agreement may be executed in any number of copies and by the different parties hereto on the same or separate counterparts, each of which shall be deemed to be an original instrument. Complete counterparts of this Agreement shall be lodged with the Issuer and the Insurer.

Section 6.12. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.13. Survival of Obligations. Notwithstanding anything to the contrary contained in this Agreement, the obligation of the Issuer to pay all amounts due hereunder and the rights of the Insurer to pursue all remedies shall survive the expiration, termination or substitution of the Surety Bond and this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

City of Billings, Montana

By: _____

Title: _____

National Public Finance Guarantee Corporation

_____
President

Attest: _____
Secretary

ANNEX A

DEBT SERVICE RESERVE SURETY BOND

National Public Finance Guarantee Corporation Purchase, New York 10577

Surety Bond No. NP1405110

National Public Finance Guarantee Corporation (the "Insurer"), in consideration of the payment of the Premium and subject to the terms of this Surety Bond, hereby unconditionally and irrevocably guarantees the full and complete payment of principal of and interest on the Covered Obligations (as hereinafter defined) that are required to be made by or on behalf of City of Billings (the "Issuer") under resolutions adopted by the City Council of the City on or about February 13, 2017 pursuant to the Constitution and laws of the State of Montana, including Montana Code Annotated, Title 7, Chapter 13, Parts 43 and 44 and Title 7, Chapter 7, Parts 44 and 45, as amended (the "Document"), as such payments are due but shall not be so paid, provided that the amount available hereunder for payment pursuant to any one Demand for Payment (as hereinafter defined) shall not exceed $3,885,885 (the "Surety Bond Limit"); provided, further, that the amount available at any particular time to be paid to the Issuer under the terms hereof (the "Surety Bond Coverage") shall be reduced and may be reinstated from time to time as set forth herein. The term "Obligations" means $56,505,000 City of Billings, Montana, Sewer System Revenue Bonds, Series 2017. The term "Parity Obligations" mean any Bonds (as defined in the Document) heretofore or hereafter issued and payable on a parity as to both principal and interest with the Obligations. The term "Covered Obligations" means the Obligations and the Parity Obligations. 1. As used herein, the term "Owner" shall mean the registered owner of any Covered Obligation as indicated in the books maintained by the applicable paying agent, the Issuer or any designee of the Issuer for such purpose. The term "Owner" shall not include the Issuer or any person or entity whose obligation or obligations by agreement constitute the underlying security or source of payment for the Obligations.

2. Upon the later of: (i) three (3) days after receipt by the Insurer of a demand for payment in the form attached hereto as Attachment 1 (the "Demand for Payment"), duly executed by the Issuer ; or (ii) the payment date of the Covered Obligations as specified in the Demand for Payment presented by the Issuer to the Insurer, the Insurer will make a deposit of funds in an account or accounts directed by the Issuer in the Demand for Payment, sufficient for the payment , of amounts that are then due on the Covered Obligations (as specified in the Demand for Payment) subject to the Surety Bond Coverage.

3. Demand for Payment hereunder may be made by written or electronic delivery of the executed Demand for Payment c/o the Insurer. If a Demand for Payment made hereunder does not, in any instance, conform to the terms and conditions of this Surety Bond, the Insurer shall give notice to the Issuer, as promptly as reasonably practicable, that such Demand for Payment was not effected in accordance with the terms and conditions of this Surety Bond and briefly state the reason(s) therefor. Upon being notified that such Demand for Payment was not effected in accordance with this Surety Bond, the Issuer may attempt to correct any such nonconforming Demand for Payment if, and to the extent that, the Issuer is entitled and able to do so.

4. The amount payable by the Insurer under this Surety Bond pursuant to a particular Demand for Payment shall be limited to the Surety Bond Coverage. The Surety Bond Coverage shall be reduced automatically to the extent of each payment made by the Insurer hereunder and will be reinstated to the extent of each reimbursement of the Insurer pursuant to the provisions of Article II of the Financial Guaranty Agreement dated the date hereof between the Insurer and the Issuer (the "Financial Guaranty Agreement"); provided, that no Premium is due and unpaid on this Surety Bond and that in no event shall such reinstatement exceed the Surety Bond Limit. The Insurer will notify the Issuer, in writing within five (5) days of such reimbursement, that the Surety Bond Coverage has been reinstated to the extent of such reimbursement pursuant to the Financial Guaranty Agreement and such reinstatement shall be effective as of the date the Insurer gives such notice. The notice to the Issuer will be substantially in the form attached hereto as Attachment 2.

5. Any service of process on the Insurer or notice to the Insurer may be made to the Insurer at its offices located at 1 Manhattanville Road, Suite 301, Purchase, New York 10577 and such service of process shall be valid and binding.

6. The term of this Surety Bond shall expire on the earlier of (i) July 1, 2036 (the maturity date of the Obligations), or (ii) the date on which the Issuer has made all payments required to be made on the Obligations pursuant to the Document.

7. The Premium payable on this Surety Bond is not refundable for any reason, including the payment prior to maturity of the Obligations.

8. Any suit hereunder in connection with any payment may be brought only by the Issuer within one year after (i) a Demand for Payment, with respect to such payment, is made pursuant to the terms of this Surety Bond and the Insurer has failed to make such

payment, or (ii) payment would otherwise have been due hereunder but for the failure on the part of the Issuer to deliver to the Insurer a Demand for Payment pursuant to the terms of this Surety Bond, whichever is earlier.

9. There shall be no acceleration payment due under this Policy unless such acceleration is at the sole option of the Insurer.

10. Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Financial Guaranty Agreement.

In witness whereof, the Insurer has caused this Surety Bond to be executed in facsimile on its behalf by its duly authorized officers, this 22nd day of February, 2017.

National Public Finance Guarantee Corporation

_____
President

Attest: _____
Secretary

Attachment 1
Surety Bond No. NP1405110

DEMAND FOR PAYMENT

_____, 20__

National Public Finance Guarantee Corporation
1 Manhattanville Road, Suite 301
Purchase, New York 10577

Attention: President

RE: Debt Service Reserve Fund City of Billings Covered Obligations

Reference is made to Policy No. NP1405110 (the "Policy") issued by the National Public Finance Guarantee Corporation (the "Insurer"). The terms which are capitalized herein and not otherwise defined have the meanings specified in the Policy unless the context otherwise requires.

The Issuer hereby certifies that:

(a) In accordance with the provisions of the Document (attached hereto as Exhibit A), payment is due to the Owners of the Covered Obligations on _____ (the "Due Date") in an amount equal to $____ (the "Full Amount Due to Owners").

(b) The amounts legally available to the Issuer on the Due Date will be $_____ less than the Amount Due ("Available Funds").

(c) The short fall between the Full Amount Due to Owners and Available Funds will be $_____ (the "Deficiency"). (a-b=c)

The Issuer hereby requests that payment of the Deficiency be made by the Insurer under the Policy and directs that payment under the Policy be made to the following account by bank wire transfer of federal or other immediately available funds in accordance with the terms of the Policy:

[ISSUER'S ACCOUNT INFORMATION]

Bank Name:
ABA #:
G.L. Account No #:
FFC TAS #:
Ref:
Attn: Name/Phone number

Beneficiary Address:
[Name of Bank]
[Street Address]
[City, State Zip]

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

City of Billings, Montana

By _____

Its _____

Attachment 2

Surety Bond No. NP1405110

NOTICE OF REINSTATEMENT

_____, 20__

City of Billings
Billings, Montana

Reference is made to the Surety Bond No. NP1405110 (the "Surety Bond") issued by the National Public Finance Guarantee Corporation (the "Insurer"). The terms which are capitalized herein and not otherwise defined have the meanings specified in the Surety Bond unless the context otherwise requires.

The Insurer hereby delivers notice that it is in receipt of payment from the Issuer pursuant to Article II of the Financial Guaranty Agreement and as of the date hereof the Surety Bond Coverage is $ 3,885,885.

National Public Finance Guarantee Corporation

_____
President

Attest: _____
Secretary

ANNEX B

DEFINITIONS

For all purposes of this Agreement and the Surety Bond, except as otherwise expressly provided herein or unless the context otherwise requires, all capitalized terms shall have the meaning as set out below, which shall be equally applicable to both the singular and plural forms of such terms.

"Agreement" means this Financial Guaranty Agreement.

"Closing Date" means February 22, 2017.

"Commitment" means the commitment to issue Debt Service Reserve Surety Bond in the form attached hereto as Annex C.

"Covered Obligations" means the Obligations and the Parity Obligations.

"Debt Service Payments" means those payments required to be made by or on behalf of the Issuer which will be applied to payment of principal of and interest on the Covered Obligations.

"Demand for Payment" means the certificate submitted to the Insurer for payment under the Surety Bond substantially in the form attached to the Surety Bond as Attachment 1.

"Document" means resolutions adopted by the City Council of the City on or about February 13, 2017 pursuant to the Constitution and laws of the State of Montana, including Montana Code Annotated, Title 7, Chapter 13, Parts 43 and 44 and Title 7, Chapter 7, Parts 44 and 45, as amended.

"Event of Default" shall mean those events of default set forth in Section 4.01 of the Agreement.

"Insurer" has the same meaning as set forth in the first paragraph of this Agreement.

"Issuer" means City of Billings, Montana.

"Obligations" means $56,505,000 City of Billings, Montana, Sewer System Revenue Bonds, Series 2017.

"Owners" means the registered owner of any Covered Obligation as indicated in the books maintained by the applicable paying agent, the Issuer or any designee of the Issuer for such purpose.

"Parity Obligations" mean any Bonds (as defined in the Document) heretofore or hereafter issued and payable on a parity as to both principal and interest with the Obligations.

"Premium" means $62,174.16 payable to the Insurer on or prior to the Closing Date.

"Reimbursement Period" means the period commencing on the date of a Surety Bond Payment and ending on the earlier of the date of cancellation of the Surety Bond due to nonpayment of Premium when due or on the expiration of 360 days following such Surety Bond Payment.

"Reimbursement Rate" means Citibank's prime rate plus three (3) percent per annum, as of the date of such Surety Bond Payment, said "prime rate" being the rate of interest announced from time to time by Citibank, N.A., New York, New York, as its prime rate. The rate of interest shall be calculated on the basis of the actual number of days elapsed over a 360-day year.

"State" means Montana.

"Surety Bond" means that surety bond attached hereto as Annex A and issued by the Insurer guaranteeing, subject to the terms and limitations thereof, Debt Service Payments required to be made by the Issuer under the Document.

"Surety Bond Coverage" means the amount available at any particular time to be paid under the terms of the Surety Bond, which amount shall never exceed the Surety Bond Limit.

"Surety Bond Limit" means $3,885,885.

"Surety Bond Payment" means an amount equal to the Debt Service Payment required to be made by the Issuer pursuant to the Document less (i) that portion of the Debt Service Payment paid by or on behalf of the Issuer, and (ii) other funds legally available for payment to the Owners, all as certified in a Demand for Payment.

EXHIBIT C

[FORM OF SERIES 2017 BOND]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

SEWER SYSTEM REVENUE BOND
SERIES 2017

No. R-____ $_____

Rate	Maturity Date	Date of Original Issue	CUSIP
%	July 1,	February 22, 2017	090132

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS AND NO/100

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the "City"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the registered owner named above, or registered assigns, solely from the Revenue Bond Account of its Sewer System Fund, the principal amount specified above on the maturity date specified above or, if this Bond is prepayable as stated herein, on any date prior thereto on which this Bond shall have been duly called for redemption, with interest thereon from the Date of Original Issue set forth above or from such later date to which interest has been paid or duly provided for at the rate specified above. Principal of this Bond is payable upon presentation and surrender hereof to U.S. Bank National Association, of Salt Lake City, Utah, as registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the "Registrar") at its operations center in St. Paul, Minnesota. The interest on this Bond shall be payable on January 1 and July 1 in each year, commencing July 1, 2017. Interest on the Series 2017 Bonds shall be payable to the owners of record thereof as such appear on the Bond Register as of the close of business on the 15th day of the month immediately preceding each interest payment date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of this Bond shall be payable by check or draft issued by the Registrar described herein. Upon notice to the Registrar delivered not less than 15 days before the applicable payment date, accompanied by proper wire transfer instruction and payment of any fees imposed by the Registrar, any Holder of Series 2017 Bonds in an aggregate principal amount equal to or greater than $1,000,000 may elect to be paid installments of principal of, premium, if any, and interest on the Series 2017 Bonds payable on the applicable payment date by Federal Reserve wire transfer in immediately available funds to any bank in the United States

specified by such holder which is a member of the Federal Reserve system. The principal of and interest on this Bond are payable in lawful money of the United States of America. Interest shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each.

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

This Bond is one of an issue of Sewer System Revenue Bonds of the City authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of $56,505,000 (the "Series 2017 Bonds"). The Series 2017 Bonds are issued to finance costs of construction of certain improvements to the sewer system of the City (the "System"), to pay the premium of a Surety Bond for deposit in the Reserve Account and to pay costs of issuance of the Series 2017 Bonds. The Series 2017 Bonds are issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and Resolution No. [___] (the "Original Resolution"), adopted by the City Council on February 13, 2017, as amended and supplemented by Resolution No. [___], adopted February 13, 2017 (as so amended and supplemented and as hereafter amended and supplemented in accordance with its terms, the "Resolution"), to which Resolution, copies of which are on file with the City, reference is hereby made for a description of the nature and extent of the security, the respective rights thereunder of the Holders of the Series 2017 Bonds and the City and the terms upon which the Series 2017 Bonds are to be issued and delivered. Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. As provided in the Resolution, the Series 2017 Bonds are issuable in series which may vary as in the Resolution provided or permitted. The Series 2017 Bonds are issuable as a series, all of like date of original issue and tenor except as to serial number, denomination, date, interest rate, maturity date and redemption privilege. The Series 2017 Bonds are issued on a parity and are equally and ratably secured by Net Revenues of the System with the City's outstanding Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2005, Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2008, Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B, Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C, Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010B, Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C, and Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2013 (all such Bonds, collectively, the "Outstanding Bonds").

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2017 Bonds have been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional Bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Outstanding Bonds and the Series 2017 Bonds (collectively, the "Bonds") or

otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the City, and the rights of the owners of the Series 2017 Bonds.

The Series 2017 Bonds with stated maturities in the years 2017 through 2027 are not subject to redemption prior to their stated maturities. The Series 2017 Bonds with stated maturities on or after July 1, 2028 are subject to redemption on July 1, 2027 and any date thereafter, at the option of the City, in whole or in part, and if in part from such stated maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in $5,000 principal amounts selected by the Registrar by lot or other manner it deems fair), at a redemption price equal to the principal amount thereof and interest accrued to the Redemption Date, without premium.

As provided in the Resolution and subject to certain limitations set forth therein, this Series 2017 Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Series 2017 Bonds of other authorized denominations. Upon any such transfer or exchange, the City will cause a new Series 2017 Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The Series 2017 Bonds, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the City within the meaning of any constitutional or statutory limitation or provision.

The City 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 the City shall not be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the City will forthwith construct and complete the improvements to the System hereinabove described; prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sewer System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in the Sewer System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than one-twelfth of the interest and principal to become due within the next twelve months with respect to all Bonds payable from the Revenue Bond Account; that the City has created a Reserve Account in the Sewer System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the maximum amount of principal and interest payable on the Bonds in the current or any future fiscal year; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional

Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce during each fiscal year Net Revenues not less than 125% of the maximum annual principal and interest payable on the outstanding Bonds in the current or any future fiscal year; that additional bonds may be issued and made payable from the Revenue Bond Account on a parity with the outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the outstanding Bonds on such Net Revenues; that all provisions for the security of the holder of this Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the City to be done, to exist, to happen and to be performed in order to make this Bond a valid and binding special obligation of the City according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2017 Bonds does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the City to be affixed hereto, and has caused this Bond to be dated as of the 22nd day of February, 2017.

CITY OF BILLINGS, MONTANA

(Facsimile Signature)
MAYOR

(Facsimile Signature)
(Facsimile Seal) CITY FINANCE DIRECTOR

(Facsimile Signature)
CITY CLERK

Dated:

CERTIFICATE OF AUTHENTICATION

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

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

By_____
Authorized Signature

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

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

Additional abbreviations may also be used.

ASSIGNMENT

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

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

_____

_____

_____

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

SIGNATURE GUARANTEED

_____

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

Consent **1. O.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Zone Change 952- 2nd reading

PRESENTED BY: Nicole Cromwell

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

This is a zone change request from Residential 7,000 (R-70) to Residential 6,000 (R-60) on Lot 10A, Block 5 of Curtis Subdivision, 3rd Filing, a 23,800 square foot parcel of land. A pre-application neighborhood meeting was held at Territorial Landworks, 3333 2nd Ave North on November 11, 2016. The owner is Shahan Enterprises. The Zoning Commission conducted a public hearing on January 3, 2017, and is forwarding a recommendation of approval and adoption of the findings of the 10 criteria. The City Council approved the zone change on first reading on January 23, 2017. A second reading of the ordinance is required to approve the zone change.

Zone Change applications are reviewed using statutory criteria referenced in the Alternatives Analyzed section of this memo. Zone Changes require approval through an ordinance. Zone Changes allow the change from one type of zoning district to another types of zoning – e.g. residential single family to residential multi-family or residential to commercial. A Zone Change cannot have conditions of approval and if approved, permits the owner to use the land for any purpose allowed within the zoning district.

ALTERNATIVES ANALYZED

City Council may:

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

The Planning staff reviewed the request and recommended approval based on the proposed findings of the 10 criteria for zone changes. The Zoning Commission concurred. The multi-family dwellings have existed within this neighborhood for over 60 years and are well maintained. The proposed zoning will stabilize the property value, allow for future investment in maintenance without risk to the property owners, provides a needed housing choice in this area of Billings, and is supported by the City's Infill Policy and 2016 Growth Policy. The guidelines for Strong Neighborhoods and Home Base in the 2016 Growth Policy include:
"*Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels, walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, good will and social interaction, a mix of housing types that meet the needs of a diverse population is important, and homes that are safe and sound support a healthy community*". The proposed zone change is supported by these guidelines. The proposed zoning would allow the property to be converted to a unit-ownership in the future, allowing for more homeownership in

the neighborhood.

Prior to making a decision on the requested zone change, the City Council shall consider the following:
1. *Is the new zoning designed in accordance with the Growth Policy?*
The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy:

- Home Base: A mix of housing types that meet the needs of a diverse population is important; Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe;

The proposed zoning would allow the existing 4-plex dwellings to be conforming to the zoning. The current zoning discourages investment in the property for regular maintenance or improvements since the structures could not be re-built. Financing improvements or sale of the property is unnecessarily complicated by the current zoning. The property provides a desirable and needed housing choice in the area dominated by single family and two-family dwellings. The neighborhood is stable, safe and conveniently located near services.

- Strong Neighborhoods: Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels; Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, good will and social interaction; Neighborhoods that are safe and attractive and provide essential services are much desired.

The proposed zoning will allow the current 4-plexes to remain and the new owner to convert the apartments to a unit-ownership development. Each resident would own their dwelling and a part of the common area of the property. The property is within walking distance of services along Grand Avenue and 13th Street West. The apartments at this location have fit in well with the neighborhood for over 60 years.

2. Is *the new zoning designed to secure from fire and other dangers?*
The new zoning requires minimum setbacks, open and landscaped areas and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers.

3. *Whether the new zoning will promote public health, public safety and general welfare?*
Public health and public safety will be promoted by the proposed zoning. The current zoning of the parcel does not provide certainty for future re-construction of the two 4-plexes and encourages the property owner to not invest in regular maintenance or upgrades of the property. This tends to have a negative effect on the surrounding properties and neighborhood. Ensuring the zoning is conforming
to the development will promote the public health, safety and general welfare of the area.

4. *Will the new zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?*
Transportation: The proposed zoning will not have any effect on the existing transportation system.
Water and Sewer: The City provides water and sewer to the property. There will be no additional impacts to the system from the proposed zoning.
Schools and Parks: Schools and parks should not be affected by the proposed zoning.
Fire and Police: The subject property is served by city public safety services. The Police and

Fire Departments had no concerns with the zone change.

5. *Will the new zoning provide adequate light and air?*
The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air.

6. *Will the new zoning effect motorized and non-motorized transportation?*
The new zoning will have no effect on transportation systems.

7. *Will the new zoning will promote compatible urban growth?*
The new zoning does promote compatibility with urban growth. The proposed zoning will allow this parcel to continue at this location and the use is compatible with the existing neighborhood.

8. *Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?*
The proposed zoning does consider the character of the district and the suitability of the property for the proposed use. The proposed zoning is identical to the zoning south and west of the subject property and is an appropriate zone with the adjacent residential neighborhood to the north and east.

9. *Will the new zoning conserve the value of buildings?*
The property is currently developed with two 4-plex dwellings, a nonconforming use in the existing R-70 zone. Approval of the zone change will make the current development conforming to zoning and will conserve the value of the existing buildings. The value of existing buildings and the parcel will be improved and conserved by the proposed zoning.

10. *Will the new zoning encourage the most appropriate use of land throughout the City of Billings?*
The proposed zoning will allow the existing development to continue and to be re-constructed if necessary in the future. This is the most appropriate use of the land at this location.

FINANCIAL IMPACT

If the zone change is approved city fees for arterial construction and storm water will be adjusted to the new zoning designation of R-60. The property value of the buildings will be stabilized and may increase over time when improvements are completed on the property. Denial of the zone change could de-stabilize the property value and lead to future dis-investment in building maintenance.

RECOMMENDATION

The Zoning Commission recommends approval and adoption of the findings of the 10 criteria for Zone Change 952 on a 5-0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

ORDINANCE NO. 17-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR Lot 10A, Block 5 of Curtis Subdivision 3rd Filing, a 23,800 square foot parcel of land, generally located on 1236 & 1240 Avenue D

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA,* and *Sections 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

2. DESCRIPTION That Lot 10A, Block 5 of Curtis Subdivision 3rd Filing, a 23,800 square foot parcel of land, generally located on 1236 & 1240 Avenue D is presently zoned **Residential 7,000 (R-70)** and is shown on the official zoning maps within these zones.

3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcel** is hereby changed from **Residential 7,000 (R-70) to Residential 6,000 (R-60)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Residential 6,000 (R-60)** as set out in the Billings, Montana City Code.

4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading January 23, 2017

PASSED, ADOPTED AND APPROVED on second reading February 13, 2017.

CITY OF BILLINGS:

BY:_____
Thomas W. Hanel, Mayor

ATTEST:

BY: Denise Bohlman, City Clerk

Zone Change 952 – 1236 & 1240 Avenue D

Consent **1. P.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Zone Change 953- 2nd reading

PRESENTED BY: Nicole Cromwell

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

This is a zone change request from Residential 7,000 (R-70) to Community Commercial (CC) on Tract 14, C/S 4 (Brittain Acres), a 2.12 acre parcel of land. A pre-application neighborhood meeting was held at Country Inn and Suites, 231 Main Street on November 14, 2016. The agent is Eric Nord of Crist, Krogh and Nord, PLLC and the owner is River Park Retirement Court, LLC doing business as River Park Storage (Gerald Klein). The Zoning Commission conducted a public hearing on January 3, 2017, and recommended approval and adoption of the findings of the 10 criteria. The City Council approved the zone change on first reading on January 23, 2017. A second reading is required to approve the ordinance.

Zone Change applications are reviewed using statutory criteria referenced in the Alternatives Analyzed section of this memo. Zone Changes require approval through an ordinance. Zone Changes allow the change from one type of zoning district to another types of zoning – e.g. residential single family to residential multi-family or residential to commercial. A Zone Change cannot have conditions of approval and if approved, permits the owner to use the land for any purpose allowed within the zoning district.

ALTERNATIVES ANALYZED

City Council may:

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

The Planning staff evaluated the proposed zoning based on the 10 criteria for zone changes and recommended denial to the Zoning Commission. The Zoning Commission did not concur with the staff recommendation based on the testimony of the owner, his agent and their finding that the existing use was benign and would not likely change to a use with more impact due to the property location and circumstances specific to this property.

The Planning staff agreed the existing use was not having a detrimental impact on the surrounding properties but staff must always consider the potential future uses of the property under the proposed zoning. The Zoning Commission found the proposed zoning would support the conservation of the value of the buildings on the site, does not and will not have an impact on the adjacent Kiwanis Bike Path or the traffic on Yellowstone River Road, and was supported by the 2016 Growth Policy guidelines for Strong Neighborhoods, Prosperity and Essential Investments by supporting existing in-fill development (the storage spaces), providing a convenient location for an essential neighborhood service and retaining and supporting an

existing business at this location.

Prior to making a decision on the requested zone change, the City Council shall consider the following:

1. *Is the new zoning designed in accordance with the Growth Policy?*
The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy and the Heights Neighborhood Plan (2006):

- The Heights Neighborhood Plan Land Use goals and objectives stated the need to "*prohibit high intensity commercial development in residential areas. Provide less intensive commercial development on arterial intersections within residential neighborhoods."*

The proposed zoning of CC is proposed to make an existing benign use for personal storage a conforming use on the property. The storage units were constructed in 2012 and have existed as a separate business entity for over 2.5 years without any impact to the surrounding properties. While the proposed zoning could allow some future intense commercial uses of the property, the Zoning Commission finds this is highly unlikely given the specific location and nature of the property. The applicant and agent have stated a restrictive covenant will be placed on the land that will restrain any future owner from re-developing the property for any use other than personal storage. Restrictive covenants are private and the City has no participation or authority in them. They also are able to be privately lifted or amended by the property owner(s), and are not part of the criteria considered by staff, the Zoning Commission, or the City Council, when reviewing zoning applications.

- Essential Investments and Strong Neighborhoods: Neighborhoods that are safe and attractive and provide essential services are much desired.

The proposed zoning would allow an existing neighborhood service to remain in this residential area. Residents of Billings Heights have a growing need for off-site storage of household items, especially boats and RVs. This facility provides a convenient location for this type of storage without any impact to the surrounding neighbors.

- Prosperity: Retaining and supporting existing businesses helps sustain a healthy economy.

The existing business on the property will be supported and maintained by the proposed zone change. The existing R-70 zoning makes it impossible for the current owner to sell the property since all the structures and business could not be re-built if necessary in the future. A re-build confirmation from the City is necessary for any financing or insurance coverage of the business.

2. Is *the new zoning designed to secure from fire and other dangers?*
The new zoning requires minimum setbacks, open and landscaped areas and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers.

3. *Whether the new zoning will promote public health, public safety and general welfare?*
Public health and public safety will be promoted by the proposed zoning. The current zoning of the parcel – R-70 – allowed the previous owner to construct the personal storage buildings for use by the manufactured home park residents. The previous owner passed away and the current owner has run the facility as a separate business since April of 2014. The leasing and renting of the storage space to the public has had little or no impact on the adjacent neighbors. The new zoning will allow the current use and practice to continue in the future. Public health, safety and general welfare will be promoted by allowing the existing use to continue, preventing

dis-investment in the property and closure of a successful business.

4. *Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?*
Transportation: The proposed zoning will have no measurable effect on the transportation system.
Water and Sewer: The City provides water and sewer to the property. There will be no additional impacts to the system from the proposed zoning.
Schools and Parks: Schools should not be affected by the proposed zoning.
Fire and Police: The subject property is served by City public safety services. The Police and Fire Departments had no concerns with the zone change.

5. *Will the new zoning provide adequate light and air?*
The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air.

6. *Will the new zoning effect motorized and non-motorized transportation?*
The new zoning should have no effect on vehicle or pedestrian traffic. The existing drive approach on Yellowstone River Road recently received approval of an easement from the City Council to continue the access to the storage unit property. City Engineering staff has no concern with the access easement.

7. *Will the new zoning promote compatible urban growth?*
The new zoning does promote compatible urban growth in this area. The personal storage units provide a service to residents in the area. The property is not an intrusion to the area and is a benign use. The proposed zoning will allow the existing storage units and garages to continue to be rented to the general public. While not enforceable by the City or tied to the criteria for zone changes, the owner and agent have stated that they will restrict future uses of the property by a covenant that runs with the land.

8. *Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?*
The proposed zoning does consider the character of the district and the suitability of the property for the proposed use. The property is setback about 150 feet from Yellowstone River Road and is separated from the neighborhoods to the west and north by a significant ditch. The property is suitable for the existing personal storage units and should be allowed to continue with conforming zoning.

9. *Will the new zoning conserve the value of buildings?*
The property is currently developed with a 2-family dwelling, 5 accessory buildings and 2 storage unit buildings along the north and south property lines. Approval of the zone change would allow the storage units to continue. The value of existing buildings and the parcel will be conserved by the proposed zoning. Denial of the zone change would de-value the personal storage units on the property as well as the current operating business.

10. *Will the new zoning encourage the most appropriate use of land throughout the City of Billings?*
The proposed zoning may encourage the most appropriate use of this land in Billings. This specific location and use is appropriate.

FINANCIAL IMPACT

Approval of the zone change will stabilize the market and taxable value of the property. The new zoning will effect the assessments for arterial construction and storm water services.

RECOMMENDATION

The Zoning Commission recommends approval and adoption of the findings of the 10 criteria for Zone Change 953 on 5-0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

ORDINANCE NO. 17-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR Tract 14, C/S 4 (Brittain Acres), a 2.12 acre parcel of land, generally located on 940 & 950 Yellowstone River Road

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA,* and *Sections 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

2. DESCRIPTION That Tract 14, C/S 4 (Brittain Acres), a 2.12 acre parcel of land, generally located on 940 & 950 Yellowstone River Road is presently zoned **Residential 7,000 (R-70)** and is shown on the official zoning maps within these zones.

3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcel** is hereby changed from **Residential 7,000 (R-70) to Community Commercial (CC)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Community Commercial (CC)** as set out in the Billings, Montana City Code.

4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading January 23, 2017

PASSED, ADOPTED AND APPROVED on second reading February 13, 2017.

CITY OF BILLINGS:

BY:_____
Thomas W. Hanel, Mayor

ATTEST:

BY: Denise Bohlman, City Clerk

Zone Change 953 – 940 & 950 Yellowstone River Road

Consent **1. Q.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: High Sierra Subdivision, 6th Filing: Preliminary Plat Approval Extension Request

PRESENTED BY: Wyeth Friday

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

The developer of the High Sierra Subdivision, 6th Filing, is requesting the City Council grant a two-year extension of the preliminary plat approval for the subdivision. High Sierra Subdivision, 6th Filing would create 21 lots for residential development out of 7.18 acres, and is part of a larger master planned area with multiple filings (see attached Master Plan). The property is located north of Annandale Road and east of Greenbriar Road in the Lake Hills area of the Billings Heights. The property is zoned Residential-9600 (R-96) and Residential-7000-Restricted (R-70-R).

City Council granted conditional approval of the preliminary plat of High Sierra Subdivision, 6th Filing on February 9, 2009. The three year preliminary plat approval period expired on February 9, 2012. Prior to that deadline, the subdivider had requested and received extension to the approval period for three additional years. That moved the preliminary plat approval to February 9, 2015. A two year extension was requested in January of 2015 to extend the preliminary plat another two years to February 9, 2017. There have been challenges that have slowed the development of the subject property. First, timing of access and utilities (water, sewer, storm) running up Annandale Road took time, but now are complete. Second, there have been some market conditions that have slowed the development of this property. The third and main reason for the slower timing has been working through the mitigation of storm water run-off for the site. The developer has been actively pursuing use of an off-site area for storm water treatment and detention. The City Public Works Department is aware of this process and the progress being made. With the latest approval deadline approaching, the subdivider has requested an additional two year extension. If the extension is granted, the preliminary plat approval will remain valid until February 9, 2019.

Section 23-302.M. of the City Subdivision Regulations stipulates that the conditional approval of major preliminary plats shall be in force for not more than three years unless extended by City Council to a period of time mutually agreed-upon by Council and the subdivider. The governing body may issue more than one extension.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the request to extend the preliminary plat approval for two years; or
- Deny the request.

Section 23-302.M. lists seven criteria for City Council to consider when evaluating a request for a preliminary plat approval extension request. They are as follows:

1. Changes to the subdivision regulations since the original approval and whether the

subdivision as originally approved is essentially compliant with the new regulations.
2. Progress to date in completing the subdivision as a whole and any phases.
3. Phasing of the subdivision and the ability for the existing development to operate without the delayed development.
4. Dependence of infrastructure development on the subdivision.
5. Duration of the requested extension.
6. Demonstrated ability of the subdivider to complete the subdivision.
7. Such other factors or criteria as deemed material in the discretion of the governing body.

Planning staff's evaluation of these criteria is included in Attachment 1.

FINANCIAL IMPACT

Platting and subsequent development of 21 lots for residential development would increase the tax revenues for the City. Allowing the subdivider additional time to install required infrastructure and to prepare the final plat documents for approval and recording should not have any direct financial impact to the City.

RECOMMENDATION

Planning staff recommends that the City Council approve the request for an extension of the preliminary plat approval date for High Sierra Subdivision, 6th Filing for two years, and set the new expiration date to February 9, 2019.

APPROVED BY CITY ADMINISTRATOR

Attachments

Preliminary Plat Extension Criteria and Review
Letter of Request and Reasons
High Sierra Master Plan

Preliminary Plat Approval Extension Request—Review Criteria

High Sierra Subdivision, 6th Filing

When considering a request for an extension of the preliminary plat approval period, the City Council may use the following criteria to evaluate the request. Below each criterion, staff has provided some information for Council to consider.

1. *Changes to the subdivision regulations since the original approval and whether the subdivision as originally approved is essentially compliant with the new regulations;*

   The preliminary plat for High Sierra Subdivision, 6th Filing was conditionally approved in 2009. Since that time, only minor changes to the City Subdivision Regulations have been made, and none of the amendments will cause this proposal to be out of compliance.

2. *Progress to date in completing the subdivision as a whole and any phases;*

   The proposed subdivision is one filing of a larger master planned development. Platting and construction on the western filings of High Sierra (5th, 7th and 8th Filings) have been completed and this has provided a building inventory for the developer. Sometime after those lots are built out the developer is hopeful the storm drainage system can be implemented and move forward with the 6th Filing.

3. *Phasing of the subdivision and the ability for the existing development to operate without the delayed development;*

   The subdivider has not proposed to phase this subdivision, but will develop the improvements for all 21 lots at once when the storm water plan is in place and the design is functioning.

4. *Dependence of infrastructure development on the subdivision;*

   The subdivision improvements will complete a connection between Greenbriar Road and Annandale Road, however there are no other development plans hinging on the completion of this connection. Delay of the subdivision should not have a negative impact on infrastructure development needs.

5. *Duration of the requested extension;*

   The subdivider has requested an additional two years. It is likely that the inventory from the other filings will be sold out within the next few years, and the subdivision will become more marketable as a result.

6. *Demonstrated ability of the subdivider to complete the subdivision.*

   The subdivider has a history of developing similar lots at a steady pace nearby. They have indicated that as soon as the three factors can be dealt with mentioned in the staff report they will be ready to move forward with the 6th Filing.

7. *Such other factors or criteria as deemed material in the discretion of the governing body.*

January 16, 2017

Planning & Community Services Department
Attn: Dave Green, Planner II
2825 3rd Ave. North, 4th Floor
Billings, MT 59101

RE: High Sierra Subdivision, 6th Filing.

Dear Mr. Green,

Please accept this letter as our official request to the Planning Department for a two year extension of the High Sierra 6th Filing preliminary plat approval. Since the preliminary plat was conditionally approved by the City Council, the High Sierra Subdivision, 6th filing is now subject to a requirement that a storm water plan be in place before further subdivision occurs. We have made good progress in the development of permanent storm water facilities, but it has not yet been finalized. This requested extension would extend the conditional preliminary plat approval to February 9, 2019.

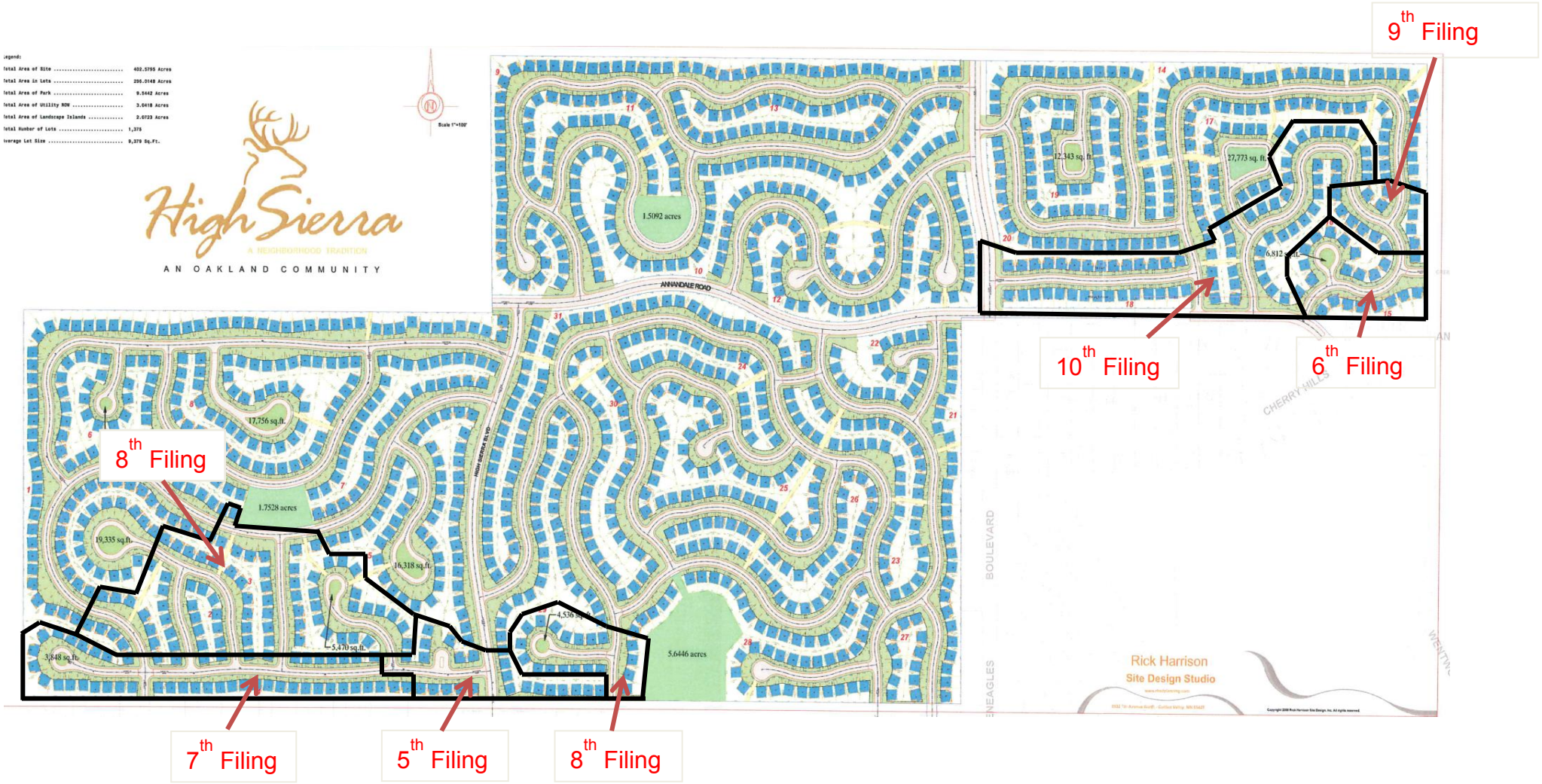
If you have any questions, please call my office.

Sincerely,

Landy Leep
Vice President
High Sierra II, Inc.

Cc: Mac Fogelsong, Sanderson Stewart.

ATTACHMENT: 2008 High Sierra Master Plan



Consent **1. R. 1.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Payment of Claims January 9, 2017

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of $1,030,285.78 have been audited and are presented for City Council payment approval. A complete listing of the claims dated January 9, 2017, is available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

councilmemo_1.9.2017

Check Date	Check	Name	Amount	Account	Item Desc
01/09/2017	54	U.S. Bank PCards	$ 624.25	5610-71120-402450	Long Bldg. Technologies - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,190.00	5610-71120-402450	Long Bldg. Technologies - PCard
01/09/2017	54	U.S. Bank PCards	$ 54.80	5410-31230-402290	Tacoma Screw Products B - PCard
01/09/2017	54	U.S. Bank PCards	$ 1.03	0100-51120-402290	Tacoma Screw Products B - PCard
01/09/2017	54	U.S. Bank PCards	$ 69.31	0100-51120-402290	Tacoma Screw Products B - PCard
01/09/2017	54	U.S. Bank PCards	$ 13.04	0100-51120-402410	Tacoma Screw Products B - PCard
01/09/2017	54	U.S. Bank PCards	$ 12.20	0100-51120-402290	Tacoma Screw Products B - PCard
01/09/2017	54	U.S. Bank PCards	$ 55.14	2110-31320-402320	Tacoma Screw Products B - PCard
01/09/2017	54	U.S. Bank PCards	$ 7.19	2110-31320-402320	Tacoma Screw Products B - PCard
01/09/2017	54	U.S. Bank PCards	$ 58.53	2110-31320-402320	Tacoma Screw Products B - PCard
01/09/2017	54	U.S. Bank PCards	$ 469.38	2110-31320-402320	Tacoma Screw Products B - PCard
01/09/2017	54	U.S. Bank PCards	$ 77.20	5710-71440-402320	Tacoma Screw Products B - PCard
01/09/2017	54	U.S. Bank PCards	$ 129.38	2600-55120-403690	Franke Foodservice Syste - PCard
01/09/2017	54	U.S. Bank PCards	$ 475.00	5020-74000-403823	Educate Llp - PCard
01/09/2017	54	U.S. Bank PCards	$ 437.68	5020-74000-402220	Ge Analytical Instrument - PCard
01/09/2017	54	U.S. Bank PCards	$ 75.14	7380-12660-402190	Billings Ink And Toner - PCard
01/09/2017	54	U.S. Bank PCards	$ 148.59	1500-21710-403512	Best Friends Animal Hosp - PCard
01/09/2017	54	U.S. Bank PCards	$ 71.50	6500-15660-402450	West End Lock And Secur - PCard
01/09/2017	54	U.S. Bank PCards	$ 9.00	2110-31320-402290	West End Lock And Secur - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.00	5710-71480-402450	West End Lock And Secur - PCard
01/09/2017	54	U.S. Bank PCards	$ 552.00	2110-31320-402290	West End Lock And Secur - PCard
01/09/2017	54	U.S. Bank PCards	$ 312.00	2110-31320-402290	West End Lock And Secur - PCard
01/09/2017	54	U.S. Bank PCards	$ 4.50	1500-21120-402320	West End Lock And Secur - PCard
01/09/2017	54	U.S. Bank PCards	$ 476.00	1500-21120-402260	Gunarama Wholesale I - PCard
01/09/2017	54	U.S. Bank PCards	$ 574.99	1500-21500-402271	Uline *Ship Supplies - PCard
01/09/2017	54	U.S. Bank PCards	$ 494.49	1500-21500-402271	Uline *Ship Supplies - PCard
01/09/2017	54	U.S. Bank PCards	$ 7.00	7380-12660-402190	Target 00013334 - PCard
01/09/2017	54	U.S. Bank PCards	$ 55.00	6270-17520-403516	Target 00013334 - PCard
01/09/2017	54	U.S. Bank PCards	$ 11.97	0100-51120-402290	Target 00013334 - PCard
01/09/2017	54	U.S. Bank PCards	$ 20.00	7380-12660-403730	City Of Billings Finance - PCard
01/09/2017	54	U.S. Bank PCards	$ 105.00	6270-17520-403516	City Of Billings Park And - PCard
01/09/2017	54	U.S. Bank PCards	$ 52.50	6270-17520-403516	City Of Billings Park And - PCard
01/09/2017	54	U.S. Bank PCards	$ 52.50	6270-17520-403516	City Of Billings Park And - PCard
01/09/2017	54	U.S. Bank PCards	$ 23.00	6270-17520-403516	City Of Billings Park And - PCard
01/09/2017	54	U.S. Bank PCards	$ 23.00	6270-17520-403516	City Of Billings Park And - PCard
01/09/2017	54	U.S. Bank PCards	$ 23.00	6270-17520-403516	City Of Billings Park And - PCard
01/09/2017	54	U.S. Bank PCards	$ 23.00	6270-17520-403516	City Of Billings Park And - PCard
01/09/2017	54	U.S. Bank PCards	$ 106.34	2110-31320-403420	City Of Billings Pud - PCard
01/09/2017	54	U.S. Bank PCards	$ 463.15	5120-85000-403420	City Of Billings Pud - PCard
01/09/2017	54	U.S. Bank PCards	$ 154.17	5020-74000-403660	City Of Billings Pud - PCard

Check Date	Check	Name	Amount	Account	Item Desc
01/09/2017	54	U.S. Bank PCards	$ 88.90	5020-73140-403660	City Of Billings Pud - PCard
01/09/2017	54	U.S. Bank PCards	$ 29.63	5120-83140-403660	City Of Billings Pud - PCard
01/09/2017	54	U.S. Bank PCards	$ 47.41	5120-85000-403660	City Of Billings Pud - PCard
01/09/2017	54	U.S. Bank PCards	$ 71.11	5020-75000-403660	City Of Billings Pud - PCard
01/09/2017	54	U.S. Bank PCards	$ (35.64)	5020-74000-403660	Pud Ivr - PCard
01/09/2017	54	U.S. Bank PCards	$ 19.72	2600-55140-402280	Target 00001719 - PCard
01/09/2017	54	U.S. Bank PCards	$ 46.29	5210-15930-402120	Target 00001719 - PCard
01/09/2017	54	U.S. Bank PCards	$ 27.16	1500-21200-402290	Target 00001719 - PCard
01/09/2017	54	U.S. Bank PCards	$ 21.00	1500-21700-402190	Target 00001719 - PCard
01/09/2017	54	U.S. Bank PCards	$ 0.05	5020-75000-402310	Holiday Stnstore 0108 - PCard
01/09/2017	54	U.S. Bank PCards	$ 0.04	5120-85000-402310	Holiday Stnstore 0108 - PCard
01/09/2017	54	U.S. Bank PCards	$ 250.51	5020-74000-402220	Fedex 22586588 - PCard
01/09/2017	54	U.S. Bank PCards	$ 28.71	5610-71150-402290	Fedex 784733147840 - PCard
01/09/2017	54	U.S. Bank PCards	$ 3.99	5610-71150-402290	Fedex 880131395276 - PCard
01/09/2017	54	U.S. Bank PCards	$ 35.87	1500-21110-403110	Fedex 92106948 - PCard
01/09/2017	54	U.S. Bank PCards	$ 52.50	1500-21200-402120	The Back Porch Deli - PCard
01/09/2017	54	U.S. Bank PCards	$ 784.05	1500-21200-402610	Peterson Quality Office I - PCard
01/09/2017	54	U.S. Bank PCards	$ 27.47	2110-31320-402320	Fastenal Company01 - PCard
01/09/2017	54	U.S. Bank PCards	$ 8.74	0100-51120-402260	Fastenal Company01 - PCard
01/09/2017	54	U.S. Bank PCards	$ 3.85	5020-75000-402410	Fastenal Company01 - PCard
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01/09/2017	54	U.S. Bank PCards	$ 86.01	5410-31220-402290	Fastenal Company01 - PCard
01/09/2017	54	U.S. Bank PCards	$ 89.91	5410-31220-402630	Fastenal Company01 - PCard
01/09/2017	54	U.S. Bank PCards	$ 80.08	5410-31220-402290	Fastenal Company01 - PCard
01/09/2017	54	U.S. Bank PCards	$ 69.93	5410-31220-402630	Fastenal Company01 - PCard
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01/09/2017	54	U.S. Bank PCards	$ 32.98	0100-13130-403360	Montana Brewing Company - PCard
01/09/2017	54	U.S. Bank PCards	$ 26.99	0100-51120-402290	Sears Roebuck 2242 - PCard
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01/09/2017	54	U.S. Bank PCards	$ 350.00	2510-21860-402190	Nli*Sharefile - PCard
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01/09/2017	54	U.S. Bank PCards	$ 318.00	1500-21710-402120	Allegra - PCard
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01/09/2017	54	U.S. Bank PCards	$ 14.94	6500-15660-402450	Rdo Equipment Co - PCard
01/09/2017	54	U.S. Bank PCards	$ 94.50	5610-71130-402320	Rdo Equipment Co - PCard
01/09/2017	54	U.S. Bank PCards	$ 14.99	5410-31230-402320	Rdo Equipment Co - PCard
01/09/2017	54	U.S. Bank PCards	$ 22.45	0100-51140-402330	Rdo Equipment Co - PCard

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01/09/2017	54	U.S. Bank PCards	$ 87.89	1500-22240-402280	Office Depot #2135 - PCard
01/09/2017	54	U.S. Bank PCards	$ 69.95	2110-31320-402190	Office Depot #450 - PCard
01/09/2017	54	U.S. Bank PCards	$ 247.46	6500-15650-402190	Office Depot #450 - PCard
01/09/2017	54	U.S. Bank PCards	$ 54.99	5710-71410-402190	Office Depot #450 - PCard
01/09/2017	54	U.S. Bank PCards	$ 199.99	2090-44510-402120	Office Depot #450 - PCard
01/09/2017	54	U.S. Bank PCards	$ 35.99	2510-21860-402190	Office Depot #450 - PCard
01/09/2017	54	U.S. Bank PCards	$ 53.98	5410-31210-402190	Office Depot #450 - PCard
01/09/2017	54	U.S. Bank PCards	$ 29.97	1500-22230-402610	Office Depot #450 - PCard
01/09/2017	54	U.S. Bank PCards	$ 110.38	5020-74000-402360	Rsd - Billings#57 - PCard
01/09/2017	54	U.S. Bank PCards	$ 814.75	1500-22290-402925	Resue Tech 1 - PCard
01/09/2017	54	U.S. Bank PCards	$ 228.50	1500-21200-407910	Lexisnexis Risk Dat - PCard
01/09/2017	54	U.S. Bank PCards	$ 88.04	1500-21700-403110	The Ups Store 2594 - PCard
01/09/2017	54	U.S. Bank PCards	$ 9.87	6700-31410-402290	Oreilly Auto 00015487 - PCard
01/09/2017	54	U.S. Bank PCards	$ 7.99	5210-15230-402320	Oreilly Auto 00015487 - PCard
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01/09/2017	54	U.S. Bank PCards	$ 99.00	1500-21500-403822	Msu Billings-Main Campu - PCard
01/09/2017	54	U.S. Bank PCards	$ 17.00	1500-21120-403590	Alaska Court System E-Pa - PCard
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01/09/2017	54	U.S. Bank PCards	$ 89.00	1500-21200-403822	Buck'S T-4 Lodge Dining - PCard
01/09/2017	54	U.S. Bank PCards	$ 95.28	5610-71170-402450	Ww Grainger - PCard
01/09/2017	54	U.S. Bank PCards	$ 47.05	5610-71120-402450	Ww Grainger - PCard
01/09/2017	54	U.S. Bank PCards	$ 39.20	5610-71120-402450	Ww Grainger - PCard
01/09/2017	54	U.S. Bank PCards	$ 68.16	5020-74000-402450	Ww Grainger - PCard
01/09/2017	54	U.S. Bank PCards	$ 370.18	5020-74000-402450	Ww Grainger - PCard
01/09/2017	54	U.S. Bank PCards	$ 107.10	5120-84000-402220	Ww Grainger - PCard
01/09/2017	54	U.S. Bank PCards	$ 178.80	2600-55120-403670	Ww Grainger - PCard
01/09/2017	54	U.S. Bank PCards	$ 990.62	2110-31320-402290	Ww Grainger - PCard
01/09/2017	54	U.S. Bank PCards	$ 103.72	5410-31230-402450	Ww Grainger - PCard

Check Date	Check	Name	Amount	Account	Item Desc
01/09/2017	54	U.S. Bank PCards	$ 699.10	5610-71120-402450	Ww Grainger - PCard
01/09/2017	54	U.S. Bank PCards	$ 57.23	5210-15230-402260	Ww Grainger - PCard
01/09/2017	54	U.S. Bank PCards	$ 470.00	5210-15910-402450	Ww Grainger - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,128.00	5210-15920-402450	Ww Grainger - PCard
01/09/2017	54	U.S. Bank PCards	$ 470.00	5210-15930-402450	Ww Grainger - PCard
01/09/2017	54	U.S. Bank PCards	$ 17.04	5210-15230-402290	Ww Grainger - PCard
01/09/2017	54	U.S. Bank PCards	$ (57.23)	5210-15230-402260	Ww Grainger - PCard
01/09/2017	54	U.S. Bank PCards	$ 840.00	5410-31230-407635	Mt Gov Online Trns - PCard
01/09/2017	54	U.S. Bank PCards	$ 125.00	6600-31100-403350	Mt Gov Online Trns - PCard
01/09/2017	54	U.S. Bank PCards	$ 125.00	5610-71100-403824	Mt Gov Online Trns - PCard
01/09/2017	54	U.S. Bank PCards	$ 48.00	5020-75000-403350	Mt Gov Online Trns - PCard
01/09/2017	54	U.S. Bank PCards	$ 32.00	5120-85000-403350	Mt Gov Online Trns - PCard
01/09/2017	54	U.S. Bank PCards	$ 48.00	5020-75000-403350	Mt Gov Online Trns - PCard
01/09/2017	54	U.S. Bank PCards	$ 32.00	5120-85000-403350	Mt Gov Online Trns - PCard
01/09/2017	54	U.S. Bank PCards	$ 48.00	5020-75000-403350	Mt Gov Online Trns - PCard
01/09/2017	54	U.S. Bank PCards	$ 32.00	5120-85000-403350	Mt Gov Online Trns - PCard
01/09/2017	54	U.S. Bank PCards	$ 52.76	0100-51120-403350	Mt Mvd Credit Card - PCard
01/09/2017	54	U.S. Bank PCards	$ 690.02	1500-22240-402280	Fedexoffice 00016089 - PCard
01/09/2017	54	U.S. Bank PCards	$ 23.88	1500-22230-402610	Fedexoffice 00016089 - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.92	1500-22230-402290	Fedexoffice 00016089 - PCard
01/09/2017	54	U.S. Bank PCards	$ 46.94	0100-43210-402190	Chief Supply - PCard
01/09/2017	54	U.S. Bank PCards	$ 0.15	5610-71130-402410	Snap-On Tools Eforseth - PCard
01/09/2017	54	U.S. Bank PCards	$ 15.00	5610-71130-402410	Snap-On Tools Eforseth - PCard
01/09/2017	54	U.S. Bank PCards	$ 24.90	5610-71130-402410	Snap-On Tools Eforseth - PCard
01/09/2017	54	U.S. Bank PCards	$ 90.75	5410-31230-403420	American Water & Technolo - PCard
01/09/2017	54	U.S. Bank PCards	$ 249.60	5610-00000-141000	American Water & Technolo - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,036.36	0100-16110-403220	Thomson West*Tcd - PCard
01/09/2017	54	U.S. Bank PCards	$ 727.02	0100-12120-403390	Thomson West*Tcd - PCard
01/09/2017	54	U.S. Bank PCards	$ 24.48	1500-21500-403210	Paper Direct - PCard
01/09/2017	54	U.S. Bank PCards	$ 610.00	8730-51990-403690	Bobcat Of Big Sky - PCard
01/09/2017	54	U.S. Bank PCards	$ 96.66	5210-15910-402450	Bobcat Of Big Sky - PCard
01/09/2017	54	U.S. Bank PCards	$ 96.69	5210-15920-402450	Bobcat Of Big Sky - PCard
01/09/2017	54	U.S. Bank PCards	$ 96.65	5210-15930-402450	Bobcat Of Big Sky - PCard
01/09/2017	54	U.S. Bank PCards	$ 494.95	1500-22250-402410	Founders Tel. Headsets - PCard
01/09/2017	54	U.S. Bank PCards	$ 435.90	1500-21120-402260	La Police Gear - PCard
01/09/2017	54	U.S. Bank PCards	$ 95.86	6200-19110-402290	Usa Skypanels Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 38.19	7380-12660-402190	Vistapr*Vistaprint.Com - PCard
01/09/2017	54	U.S. Bank PCards	$ 40.00	0100-16110-403821	Wpy*Online Event By Monta - PCard
01/09/2017	54	U.S. Bank PCards	$ 600.00	1500-21400-402270	Ctt-Solutions.Com - PCard
01/09/2017	54	U.S. Bank PCards	$ 11.98	5710-71410-402190	Sams Club #4805 - PCard

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01/09/2017	54	U.S. Bank PCards	$ 6.98	5710-71430-402450	Sams Club #4805 - PCard
01/09/2017	54	U.S. Bank PCards	$ 109.88	0100-51120-402260	Samsclub #4805 - PCard
01/09/2017	54	U.S. Bank PCards	$ 90.69	5610-71120-402450	Partswarehouse.Com - PCard
01/09/2017	54	U.S. Bank PCards	$ 53.50	7680-51530-403660	Midwest Everlasting Memor - PCard
01/09/2017	54	U.S. Bank PCards	$ 279.80	2110-31320-402360	Edge Construction Supp - PCard
01/09/2017	54	U.S. Bank PCards	$ 24.44	5020-74000-402360	Brady Worldwide Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 24.44	5120-84000-402360	Brady Worldwide Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 26.00	2600-55180-403690	Surveymonkey.Com - PCard
01/09/2017	54	U.S. Bank PCards	$ 26.00	0100-51100-403360	Surveymonkey.Com - PCard
01/09/2017	54	U.S. Bank PCards	$ 59.00	2650-67720-402290	Papa John'S #01945 - PCard
01/09/2017	54	U.S. Bank PCards	$ 151.68	1500-21120-402290	Sabre Security Equipment - PCard
01/09/2017	54	U.S. Bank PCards	$ 300.00	2910-65550-407275	Tidbits Of Billings - PCard
01/09/2017	54	U.S. Bank PCards	$ 32.24	2110-31320-402310	Conoco - Conomart 10 - PCard
01/09/2017	54	U.S. Bank PCards	$ 58.97	2110-31320-402310	Conoco - Conomart 10 - PCard
01/09/2017	54	U.S. Bank PCards	$ 74.61	2110-31320-402310	Conoco - Conomart Vii - PCard
01/09/2017	54	U.S. Bank PCards	$ 134.78	2110-31320-402310	Conoco - Conomart Vii - PCard
01/09/2017	54	U.S. Bank PCards	$ 121.37	2110-31320-402310	Conoco - Conomart Vii - PCard
01/09/2017	54	U.S. Bank PCards	$ 59.79	5410-31220-402310	Conoco - Conomart Vii - PCard
01/09/2017	54	U.S. Bank PCards	$ 34.16	5020-75000-402310	Conoco - Conomart Vii - PCard
01/09/2017	54	U.S. Bank PCards	$ 22.77	5120-85000-402310	Conoco - Conomart Vii - PCard
01/09/2017	54	U.S. Bank PCards	$ 45.60	5020-75000-402310	Conoco - Conomart Vii - PCard
01/09/2017	54	U.S. Bank PCards	$ 30.40	5120-85000-402310	Conoco - Conomart Vii - PCard
01/09/2017	54	U.S. Bank PCards	$ 9.00	6500-15650-402310	Conoco - Dons Auto Car Wa - PCard
01/09/2017	54	U.S. Bank PCards	$ 15.00	1500-21200-407910	Conoco - Town Pump 2 Big - PCard
01/09/2017	54	U.S. Bank PCards	$ 501.00	0100-51120-402290	Graffiti Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 170.97	2550-21440-403822	Embassy Suites - Denver - PCard
01/09/2017	54	U.S. Bank PCards	$ 170.97	2550-21440-403822	Embassy Suites - Denver - PCard
01/09/2017	54	U.S. Bank PCards	$ 170.97	2550-21440-403822	Embassy Suites - Denver - PCard
01/09/2017	54	U.S. Bank PCards	$ 170.97	2550-21440-403822	Embassy Suites - Denver - PCard
01/09/2017	54	U.S. Bank PCards	$ 170.97	2550-21440-403822	Embassy Suites - Denver - PCard
01/09/2017	54	U.S. Bank PCards	$ 153.77	2550-21430-403822	Embassy Suites - Denver - PCard
01/09/2017	54	U.S. Bank PCards	$ 38.28	5610-71130-403650	Probuild N #409 - PCard
01/09/2017	54	U.S. Bank PCards	$ 3.29	5610-71120-402450	Probuild N #409 - PCard
01/09/2017	54	U.S. Bank PCards	$ 155.33	5610-71130-402320	Direct Auto Dist- Billing - PCard
01/09/2017	54	U.S. Bank PCards	$ 13.81	5120-84000-402450	General Rubber Corporatio - PCard
01/09/2017	54	U.S. Bank PCards	$ 56.94	2090-44510-402520	Paypal *Addisselect - PCard
01/09/2017	54	U.S. Bank PCards	$ 74.30	2090-44510-402520	Paypal *Buildersboo - PCard
01/09/2017	54	U.S. Bank PCards	$ 275.00	1500-22240-402280	Paypal *Fireservice - PCard
01/09/2017	54	U.S. Bank PCards	$ 69.00	6010-15500-403553	Paypal *I R I S - PCard
01/09/2017	54	U.S. Bank PCards	$ 50.00	1500-21110-403350	Paypal *Iape - PCard

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01/09/2017	54	U.S. Bank PCards	$ 50.00	1500-21110-403350	Paypal *Iape - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,111.50	5020-74000-402360	Paypal *Issconnecti - PCard
01/09/2017	54	U.S. Bank PCards	$ 32.50	2600-55110-403350	Paypal *Mountainpla - PCard
01/09/2017	54	U.S. Bank PCards	$ 348.96	2090-44510-402520	Paypal *Sctech101 - PCard
01/09/2017	54	U.S. Bank PCards	$ 50.00	1500-21110-403824	Paypal *Specialolym - PCard
01/09/2017	54	U.S. Bank PCards	$ 105.10	1500-21400-402270	Budsgunshop.Com - PCard
01/09/2017	54	U.S. Bank PCards	$ 71.18	2250-22320-403822	Expressway Inn Bismarck - PCard
01/09/2017	54	U.S. Bank PCards	$ 349.50	1500-22210-403450	Govx Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 392.33	5610-71150-402260	Misty Mountain Mfg - PCard
01/09/2017	54	U.S. Bank PCards	$ 254.17	5610-71150-402260	Misty Mountain Mfg - PCard
01/09/2017	54	U.S. Bank PCards	$ 15.00	0100-51210-403665	Plug N Pay Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 54.71	1500-21120-402260	Proforce Law Enforceme - PCard
01/09/2017	54	U.S. Bank PCards	$ 102.65	1500-21400-403822	Residence Inn - PCard
01/09/2017	54	U.S. Bank PCards	$ 107.27	5710-71410-403990	Garda Cl - PCard
01/09/2017	54	U.S. Bank PCards	$ 4.05	1500-21400-403822	Cenex Market B09879412 - PCard
01/09/2017	54	U.S. Bank PCards	$ 75.81	2110-31320-402310	Cenex Zip Trip07082696 - PCard
01/09/2017	54	U.S. Bank PCards	$ 23.32	0100-13130-403824	Cenex Zip Trip07082696 - PCard
01/09/2017	54	U.S. Bank PCards	$ 65.42	2110-31320-402320	Cenex Zip Trip07082696 - PCard
01/09/2017	54	U.S. Bank PCards	$ 52.94	2110-31320-402310	Cenex Zip Trip07082696 - PCard
01/09/2017	54	U.S. Bank PCards	$ 41.98	2110-31320-402310	Cenex Zip Trip07082696 - PCard
01/09/2017	54	U.S. Bank PCards	$ 77.28	2110-31320-402310	Cenex Zip Trip07082696 - PCard
01/09/2017	54	U.S. Bank PCards	$ 72.00	2110-31320-402310	Cenex Zip Trip07082696 - PCard
01/09/2017	54	U.S. Bank PCards	$ 85.20	5120-85000-402310	Cenex Zip Trip07082696 - PCard
01/09/2017	54	U.S. Bank PCards	$ 50.00	0100-51120-402260	Snappy Duds - PCard
01/09/2017	54	U.S. Bank PCards	$ 395.00	1500-21150-403822	Defensive Edge Training A - PCard
01/09/2017	54	U.S. Bank PCards	$ 790.00	1500-21400-402270	Defensive Edge Training A - PCard
01/09/2017	54	U.S. Bank PCards	$ 53.35	2110-31320-402420	American Weldi - PCard
01/09/2017	54	U.S. Bank PCards	$ 14.63	5020-74000-402450	American Weldi - PCard
01/09/2017	54	U.S. Bank PCards	$ 156.95	0100-51420-402290	American Weldi - PCard
01/09/2017	54	U.S. Bank PCards	$ 151.91	2110-31320-402290	American Weldi - PCard
01/09/2017	54	U.S. Bank PCards	$ 50.00	2650-67720-402290	Facebk 42Q9Gawxa2 - PCard
01/09/2017	54	U.S. Bank PCards	$ 88.45	0100-51210-402290	Facebk Eb3Jwasjf2 - PCard
01/09/2017	54	U.S. Bank PCards	$ 11.55	0100-51210-402290	Facebk Fb3Jwasjf2 - PCard
01/09/2017	54	U.S. Bank PCards	$ 27.50	2650-67720-402290	Facebk Gmb3V9Aya2 - PCard
01/09/2017	54	U.S. Bank PCards	$ 36.29	0100-51100-403360	Facebk Gqg5Nasqv2 - PCard
01/09/2017	54	U.S. Bank PCards	$ 50.00	1500-21150-402285	Facebk K3Zytaasf2 - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.14	2650-67720-402290	Facebk N29A7Awxa2 - PCard
01/09/2017	54	U.S. Bank PCards	$ 17.98	0100-51250-403990	Facebk Zzg62Bwrf2 - PCard
01/09/2017	54	U.S. Bank PCards	$ 75.00	1500-21150-402285	Safariland, Llc - PCard
01/09/2017	54	U.S. Bank PCards	$ 240.00	5620-71200-409310	Industrial Coating Soluti - PCard

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01/09/2017	54	U.S. Bank PCards	$ 757.98	5210-15230-402460	Schnitzer Steel Billings - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,674.32	5610-00000-141000	Tidal Wave Car Wash - PCard
01/09/2017	54	U.S. Bank PCards	$ 400.00	2110-31320-402320	Gorman-Rupp Industries - PCard
01/09/2017	54	U.S. Bank PCards	$ 14.99	5210-15930-402190	Bed Bath & Beyond #1310 - PCard
01/09/2017	54	U.S. Bank PCards	$ 543.30	6200-19110-402290	Metro Forms Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 42.25	0100-13130-403360	The Burger Dive - PCard
01/09/2017	54	U.S. Bank PCards	$ 67.61	5020-74000-403660	Magid Glove And Saf - PCard
01/09/2017	54	U.S. Bank PCards	$ 67.61	5120-84000-403660	Magid Glove And Saf - PCard
01/09/2017	54	U.S. Bank PCards	$ 145.00	0100-17500-403370	Mt Conf Reg - PCard
01/09/2017	54	U.S. Bank PCards	$ 135.00	5410-31220-402290	Mt Conf Reg - PCard
01/09/2017	54	U.S. Bank PCards	$ 472.00	5610-71120-402450	Qualified Hardware - PCard
01/09/2017	54	U.S. Bank PCards	$ 9.00	2650-67720-402290	Rtd East Dia - PCard
01/09/2017	54	U.S. Bank PCards	$ 222.74	5610-71120-402450	Industrialzone.Com - PCard
01/09/2017	54	U.S. Bank PCards	$ 540.00	1500-22290-402120	Kochek Company Llc - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.00	0100-51270-402290	Phonevite - PCard
01/09/2017	54	U.S. Bank PCards	$ 44.75	5710-71420-403510	Aaim Solutions - PCard
01/09/2017	54	U.S. Bank PCards	$ 130.00	5020-74000-403590	Aaim Solutions - PCard
01/09/2017	54	U.S. Bank PCards	$ 35.31	5410-31230-402290	Norco Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 167.63	5410-31220-402290	Norco Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 62.60	5410-31220-402290	Norco Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 4.38	5020-75000-402410	Norco Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 2.92	5120-85000-402410	Norco Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 57.85	5020-75000-402410	Norco Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 38.56	5120-85000-402410	Norco Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 223.84	5020-73120-402410	Norco Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 608.24	5020-73120-402410	Norco Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 20.36	5610-71130-402410	Norco Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 156.57	2110-31320-402420	Norco Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 79.83	5410-31220-402290	Norco Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 117.39	5610-71130-402370	Norco Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 160.05	2110-31320-402920	Norco Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 106.09	2110-31320-402290	Norco Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 24.84	5410-31230-402290	Norco Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 13.91	5410-31230-402290	Norco Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 35.31	0100-51120-403660	Norco Inc Scrubbs Com - PCard
01/09/2017	54	U.S. Bank PCards	$ 120.00	5710-71440-402450	Citgo Petroleum Mo/To - PCard
01/09/2017	54	U.S. Bank PCards	$ 238.44	2110-31320-404190	General Shale-Billings - PCard
01/09/2017	54	U.S. Bank PCards	$ 217.55	5020-74000-402360	Monoprice Com - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,000.00	5610-71140-403990	Transportation Security - PCard
01/09/2017	54	U.S. Bank PCards	$ 299.00	1500-21200-402610	Tri Tech Forensics - PCard

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01/09/2017	54	U.S. Bank PCards	$ 299.00	1500-21200-402610	Tri Tech Forensics - PCard
01/09/2017	54	U.S. Bank PCards	$ 299.00	1500-21200-402610	Tri Tech Forensics - PCard
01/09/2017	54	U.S. Bank PCards	$ 168.00	2550-21440-402290	Tri Tech Forensics - PCard
01/09/2017	54	U.S. Bank PCards	$ 704.50	1500-21500-402271	Tri Tech Forensics - PCard
01/09/2017	54	U.S. Bank PCards	$ 4.95	0100-12130-403911	Jimmy Johns - 1646 - PCard
01/09/2017	54	U.S. Bank PCards	$ 109.20	1500-22210-403760	Jimmy Johns - 1646 - E - PCard
01/09/2017	54	U.S. Bank PCards	$ 127.40	0100-51120-403360	Jimmy Johns - 1646 - E - PCard
01/09/2017	54	U.S. Bank PCards	$ 64.00	0100-12130-403911	Jimmy Johns - 1646 - E - PCard
01/09/2017	54	U.S. Bank PCards	$ 44.60	8730-51990-409370	The Home Depot #3101 - PCard
01/09/2017	54	U.S. Bank PCards	$ 66.90	8730-51990-409370	The Home Depot #3101 - PCard
01/09/2017	54	U.S. Bank PCards	$ 154.76	5610-71120-402450	The Home Depot #3101 - PCard
01/09/2017	54	U.S. Bank PCards	$ 47.25	0100-51120-402290	The Home Depot #3101 - PCard
01/09/2017	54	U.S. Bank PCards	$ 340.00	2550-21440-402290	Battery Junction - PCard
01/09/2017	54	U.S. Bank PCards	$ 33.03	2400-43010-403722	Conoco - The Trading Post - PCard
01/09/2017	54	U.S. Bank PCards	$ 109.96	0100-51120-402260	Shoe Carnival #0446 - PCard
01/09/2017	54	U.S. Bank PCards	$ 26.38	2650-67720-402290	Albertsons Sto00000380 - PCard
01/09/2017	54	U.S. Bank PCards	$ 28.99	2650-67720-402290	Albertsons Sto00000380 - PCard
01/09/2017	54	U.S. Bank PCards	$ 20.97	0100-51120-403360	Albertsons Sto00000471 - PCard
01/09/2017	54	U.S. Bank PCards	$ 6.48	1500-21150-402285	Albertsons Sto00000471 - PCard
01/09/2017	54	U.S. Bank PCards	$ 90.51	5710-71430-402260	Alsco Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 562.54	5710-71430-402450	Alsco Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 329.06	5710-71440-402260	Alsco Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 67.96	5710-71430-403660	Alsco Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 49.40	5710-71480-402450	Alsco Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 98.33	5610-71190-403660	Ecolab Pest Elimination - PCard
01/09/2017	54	U.S. Bank PCards	$ 93.15	5610-71170-403660	Ecolab Pest Elimination - PCard
01/09/2017	54	U.S. Bank PCards	$ 83.84	5610-71170-403660	Ecolab Pest Elimination - PCard
01/09/2017	54	U.S. Bank PCards	$ 148.52	5610-71120-403660	Ecolab Pest Elimination - PCard
01/09/2017	54	U.S. Bank PCards	$ 165.75	5610-71120-403660	Ecolab Pest Elimination - PCard
01/09/2017	54	U.S. Bank PCards	$ 62.17	5610-71100-403390	Farcountry Press - PCard
01/09/2017	54	U.S. Bank PCards	$ 96.66	2600-55110-407930	Gaylord Bros Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 14.26	5610-71130-402320	Spencer Fluid Power - PCard
01/09/2017	54	U.S. Bank PCards	$ 41.09	5610-71150-402320	Spencer Fluid Power - PCard
01/09/2017	54	U.S. Bank PCards	$ (19.08)	5210-15930-402190	360 Office Solutions I - PCard
01/09/2017	54	U.S. Bank PCards	$ (5.17)	5210-15920-402190	360 Office Solutions I - PCard
01/09/2017	54	U.S. Bank PCards	$ (5.16)	5210-15210-402190	360 Office Solutions I - PCard
01/09/2017	54	U.S. Bank PCards	$ (5.17)	5210-15220-402190	360 Office Solutions I - PCard
01/09/2017	54	U.S. Bank PCards	$ (5.17)	5210-15230-402290	360 Office Solutions I - PCard
01/09/2017	54	U.S. Bank PCards	$ 92.52	0100-51120-402190	360 Office Solutions I - PCard
01/09/2017	54	U.S. Bank PCards	$ 130.26	5020-74000-402190	360 Office Solutions Inc - PCard

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01/09/2017	54	U.S. Bank PCards	$ 293.22	5020-73120-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 94.99	0100-51400-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 267.09	5610-71100-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 144.00	5020-75000-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 96.00	5120-85000-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 14.00	5020-74000-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 9.22	5120-84000-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 5.57	5020-75000-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 3.71	5120-85000-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 59.15	5020-74000-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 23.97	2110-31320-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 7.80	0100-51120-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 8.03	0100-51100-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 7.80	0100-51210-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 74.51	0100-51210-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 74.50	0100-51100-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 76.76	0100-51120-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 11.51	0100-51120-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 11.52	0100-51100-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 11.87	0100-51210-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 52.99	0100-51100-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 13.25	0100-51120-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 37.18	8730-51990-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 92.52	0100-51120-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 24.47	0100-51210-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 577.00	5210-15930-402925	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 62.69	5210-15920-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 62.69	5210-15930-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 45.89	5210-15210-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 38.18	5210-15210-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 14.75	5210-15220-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 24.05	5210-15230-402290	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 13.99	5210-15920-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 8.19	5210-15930-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 65.19	5210-15910-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 221.00	5210-15210-402120	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 106.03	0100-43210-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 56.63	0100-43210-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 3.05	0100-43210-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 111.17	0100-43210-402190	360 Office Solutions Inc - PCard

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01/09/2017	54	U.S. Bank PCards	$ 231.46	5020-73110-403630	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 154.31	5120-83110-403630	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 167.06	2400-43010-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,222.57	0100-16110-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 263.55	6700-31410-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 198.51	6700-31410-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 186.50	6050-15160-402160	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 59.42	0100-15120-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 20.99	0100-15120-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 34.90	6050-15160-402160	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 430.80	6050-15160-402160	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 217.24	5710-71410-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 24.94	5710-71410-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 68.48	5710-71410-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 98.14	6600-31100-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 50.81	5120-87000-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 174.78	1500-21150-402285	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 116.36	1500-21500-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 850.48	1500-21200-402290	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 43.23	1500-21710-402120	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 65.25	2090-44510-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 460.37	0100-17500-402110	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 48.56	6500-15650-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 129.50	0100-17500-402110	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 16.87	0100-13130-402110	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 257.30	6200-19110-402290	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 32.58	2600-55160-402290	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 32.62	2600-55160-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 70.05	2920-65010-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 94.86	2920-65010-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 167.96	0100-12200-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 76.76	0100-12200-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 233.40	0100-12200-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 215.55	0100-12200-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,721.27	0100-12200-402190	360 Office Solutions Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 62.46	0100-51120-402290	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 29.98	6500-15660-402450	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 34.99	6500-15660-402450	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 2.59	1500-22260-402360	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 46.14	5410-31220-402290	Kings Ace Hdwe - PCard

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01/09/2017	54	U.S. Bank PCards	$ 17.07	0100-51120-402290	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 27.51	5020-74000-402450	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 16.18	5020-74000-402450	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ (4.50)	5020-74000-402450	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 31.49	5020-74000-402450	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.15	5020-74000-402450	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.15	5020-74000-402450	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 42.44	0100-51120-402290	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 46.77	5410-31220-402410	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 15.29	2110-31320-402410	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 17.99	2110-31320-402290	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 33.27	5020-75000-402410	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 7.49	5020-73140-402450	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 2.50	5120-83140-402450	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 76.47	5410-31230-402290	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 34.99	5210-15230-402290	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 3.99	5210-15230-402320	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 33.28	5020-74000-402450	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 51.27	5020-74000-402450	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 13.77	0100-51420-402290	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,799.00	6500-15660-402120	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 599.00	0100-51120-402330	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 23.94	0100-51420-402290	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 12.97	0100-51420-402290	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 3.00	0100-51420-402290	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 64.44	0100-51120-402330	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 220.03	0100-51120-402330	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 32.98	0100-51120-402260	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 299.98	5610-71130-402410	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 132.85	5710-71430-402450	Heartland Paper Company - PCard
01/09/2017	54	U.S. Bank PCards	$ 422.87	6500-15660-402450	Heartland Paper Company - PCard
01/09/2017	54	U.S. Bank PCards	$ 712.58	6500-15660-402240	Heartland Paper Company - PCard
01/09/2017	54	U.S. Bank PCards	$ 224.82	6500-15670-402240	Heartland Paper Company - PCard
01/09/2017	54	U.S. Bank PCards	$ 127.79	0100-51270-402190	Heartland Paper Company - PCard
01/09/2017	54	U.S. Bank PCards	$ 23.10	0100-51270-402190	Heartland Paper Company - PCard
01/09/2017	54	U.S. Bank PCards	$ 200.00	1500-21110-403170	Jims Auto Repair - PCard
01/09/2017	54	U.S. Bank PCards	$ 330.15	1500-21400-403822	Palace Adv Room Dep - PCard
01/09/2017	54	U.S. Bank PCards	$ 330.15	1500-21400-403822	Palace Adv Room Dep - PCard
01/09/2017	54	U.S. Bank PCards	$ 30.02	2650-67720-402290	Bagel Inc - Grand Aven - PCard
01/09/2017	54	U.S. Bank PCards	$ 170.00	5120-84000-402360	In *Altaware Inc. - PCard

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01/09/2017	54	U.S. Bank PCards	$ 170.00	5020-74000-402360	In *Altaware Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 296.00	8730-51990-402342	In *Critelli Glass Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 10.00	2110-31320-402320	In *Critelli Glass Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,145.82	8730-51990-403990	In *Curb Box Specialists - PCard
01/09/2017	54	U.S. Bank PCards	$ 14.06	5610-71130-403655	In *Frontier Fence Compan - PCard
01/09/2017	54	U.S. Bank PCards	$ 300.00	2510-21270-403450	In *Gibson Advertising, M - PCard
01/09/2017	54	U.S. Bank PCards	$ 996.00	5610-71120-403660	In *Mjr Industries Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,056.00	5610-71120-403660	In *Mjr Industries Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 50.00	0100-51120-402260	In *Summit Resource Inter - PCard
01/09/2017	54	U.S. Bank PCards	$ 6.00	0100-51210-403665	Zeecreative - PCard
01/09/2017	54	U.S. Bank PCards	$ 62.96	0100-51120-402330	Autozone #3772 - PCard
01/09/2017	54	U.S. Bank PCards	$ 61.63	5020-74000-402230	Uberbrew - PCard
01/09/2017	54	U.S. Bank PCards	$ 61.62	5120-84000-402230	Uberbrew - PCard
01/09/2017	54	U.S. Bank PCards	$ 95.00	1500-21110-403170	Spencers Towing - PCard
01/09/2017	54	U.S. Bank PCards	$ 2,123.55	5610-71190-402450	Ats Inland Nw - PCard
01/09/2017	54	U.S. Bank PCards	$ 26.15	5610-71120-402450	Ats Inland Nw - PCard
01/09/2017	54	U.S. Bank PCards	$ 107.00	1500-21500-402925	Parts Now Llc - PCard
01/09/2017	54	U.S. Bank PCards	$ 38.36	0100-51420-402290	Partstree.Com - PCard
01/09/2017	54	U.S. Bank PCards	$ 120.00	0100-51120-402390	Rimrock Tire - PCard
01/09/2017	54	U.S. Bank PCards	$ 938.82	0100-51120-402290	Bettymillsc - PCard
01/09/2017	54	U.S. Bank PCards	$ 76.25	2510-21860-402190	Tlo Transunion - PCard
01/09/2017	54	U.S. Bank PCards	$ 466.99	5610-71120-402450	Technical Concepts For Le - PCard
01/09/2017	54	U.S. Bank PCards	$ 351.39	5610-71130-402310	Kano Laboratories, Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 36.95	2910-65550-407275	Credit Technologies, Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 36.95	2910-65550-407275	Credit Technologies, Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 36.95	2910-65550-407275	Credit Technologies, Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 36.95	2910-65550-407275	Credit Technologies, Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 895.00	1500-21150-403822	Corner Stone - PCard
01/09/2017	54	U.S. Bank PCards	$ 66.50	5610-71130-402320	Force America Distributin - PCard
01/09/2017	54	U.S. Bank PCards	$ 225.00	1500-21110-403170	Sq *Genevra Carlson - PCard
01/09/2017	54	U.S. Bank PCards	$ 155.00	5610-71190-403660	Sq *Roger Connor - PCard
01/09/2017	54	U.S. Bank PCards	$ 349.00	5610-71120-403660	Sq *Roger Connor - PCard
01/09/2017	54	U.S. Bank PCards	$ 348.50	6500-15660-402450	Sq *Rolling Right Door Se - PCard
01/09/2017	54	U.S. Bank PCards	$ 30.00	5210-15930-402450	Sq *Skyline Services, Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 120.00	5210-15920-402450	Sq *Skyline Services, Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 15.00	5210-15910-402450	Sq *Skyline Services, Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 50.00	5210-15950-402450	Sq *Skyline Services, Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 950.00	5210-15910-402450	Sq *Skyline Services, Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,575.00	5210-15920-402450	Sq *Skyline Services, Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 325.00	5210-15930-402450	Sq *Skyline Services, Inc - PCard

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01/09/2017	54	U.S. Bank PCards	$ 200.00	1500-21110-403170	Sq *Top Notch Towing & Re - PCard
01/09/2017	54	U.S. Bank PCards	$ 184.93	1500-21110-403450	Charter Comm - PCard
01/09/2017	54	U.S. Bank PCards	$ 144.93	0100-51270-402290	Charter Comm - PCard
01/09/2017	54	U.S. Bank PCards	$ 794.26	5610-71130-402320	Mfcp Billings - PCard
01/09/2017	54	U.S. Bank PCards	$ 34.97	2500-21350-402120	Cabela'S Retail 032 - PCard
01/09/2017	54	U.S. Bank PCards	$ 38.94	1500-21400-402270	Cabela'S Retail 032 - PCard
01/09/2017	54	U.S. Bank PCards	$ 113.22	1500-21120-402220	Firstaidsuppliesonl - PCard
01/09/2017	54	U.S. Bank PCards	$ 81.00	8730-51990-403360	Volgistics Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 157.98	2400-43010-403240	Epson *Store - PCard
01/09/2017	54	U.S. Bank PCards	$ (64.12)	5610-71120-402450	Unified Supply & Services - PCard
01/09/2017	54	U.S. Bank PCards	$ 2,201.56	5610-71120-402450	Unified Supply & Services - PCard
01/09/2017	54	U.S. Bank PCards	$ 416.00	1500-21120-402261	Silver Threads - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,239.98	2400-43010-403590	Granite Data Solutions - PCard
01/09/2017	54	U.S. Bank PCards	$ 28.28	0100-13130-403824	Conoco - High Country Tra - PCard
01/09/2017	54	U.S. Bank PCards	$ 29.70	1500-21400-403822	Conoco - High Country Tra - PCard
01/09/2017	54	U.S. Bank PCards	$ 26.21	2400-43010-403722	Conoco - High Country Tra - PCard
01/09/2017	54	U.S. Bank PCards	$ 918.75	5710-71430-402450	Syn-Tech Systems - PCard
01/09/2017	54	U.S. Bank PCards	$ 200.00	1500-21110-403170	Kc Towing & Repair Svc - PCard
01/09/2017	54	U.S. Bank PCards	$ 98.00	1500-21710-402120	Billings Ink And Toner - PCard
01/09/2017	54	U.S. Bank PCards	$ 366.86	0100-12200-402190	Billings Ink And Toner - PCard
01/09/2017	54	U.S. Bank PCards	$ 134.50	1500-21710-403512	Best Friends Animal Hosp - PCard
01/09/2017	54	U.S. Bank PCards	$ 95.00	1500-21110-403170	Mountainside Towing - PCard
01/09/2017	54	U.S. Bank PCards	$ 14.99	5120-87000-402190	Adobe *Acropro Subs - PCard
01/09/2017	54	U.S. Bank PCards	$ 14.99	1500-22210-403590	Adobe *Acropro Subs - PCard
01/09/2017	54	U.S. Bank PCards	$ 260.00	0100-51120-403350	Montana Nursery & Landsca - PCard
01/09/2017	54	U.S. Bank PCards	$ 65.00	0100-51120-403350	Montana Nursery & Landsca - PCard
01/09/2017	54	U.S. Bank PCards	$ (35.00)	0100-51120-403350	Montana Nursery & Landsca - PCard
01/09/2017	54	U.S. Bank PCards	$ 694.95	1500-21500-403630	Dmi* Dell Bus Online - PCard
01/09/2017	54	U.S. Bank PCards	$ 99.99	1500-21500-405333	Dmi* Dell Bus Online - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,157.90	1500-21500-405333	Dmi* Dell Bus Online - PCard
01/09/2017	54	U.S. Bank PCards	$ 627.00	5610-71120-402450	Northwest Floors - PCard
01/09/2017	54	U.S. Bank PCards	$ 622.98	2580-21320-403824	Hampton Inns - PCard
01/09/2017	54	U.S. Bank PCards	$ 622.98	2580-21320-403824	Hampton Inns - PCard
01/09/2017	54	U.S. Bank PCards	$ 622.98	2580-21320-403824	Hampton Inns - PCard
01/09/2017	54	U.S. Bank PCards	$ 622.98	2580-21320-403824	Hampton Inns - PCard
01/09/2017	54	U.S. Bank PCards	$ 2.50	2580-21320-403824	Hampton Inns - PCard
01/09/2017	54	U.S. Bank PCards	$ 354.40	5610-71140-403660	Johnson Controls Ss - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,882.25	5610-71190-402450	Johnson Controls Ss - PCard
01/09/2017	54	U.S. Bank PCards	$ 95.52	5020-74000-402360	Johnstone Supply Billings - PCard
01/09/2017	54	U.S. Bank PCards	$ 294.73	1500-22250-402450	Kb Commercial Products - PCard

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01/09/2017	54	U.S. Bank PCards	$ 356.04	5610-71120-402240	Kb Commercial Products - PCard
01/09/2017	54	U.S. Bank PCards	$ 198.04	5610-71120-402240	Kb Commercial Products - PCard
01/09/2017	54	U.S. Bank PCards	$ 10.83	5210-15910-403650	Kb Commercial Products - PCard
01/09/2017	54	U.S. Bank PCards	$ 10.83	5210-15920-403650	Kb Commercial Products - PCard
01/09/2017	54	U.S. Bank PCards	$ 10.82	5210-15930-403650	Kb Commercial Products - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.32	2600-55120-402240	Kb Commercial Products - PCard
01/09/2017	54	U.S. Bank PCards	$ 186.68	2600-55120-402240	Kb Commercial Products - PCard
01/09/2017	54	U.S. Bank PCards	$ 33.50	5410-31230-403660	Kenco Security And Tec - PCard
01/09/2017	54	U.S. Bank PCards	$ 15.08	5020-75000-403660	Kenco Security And Tec - PCard
01/09/2017	54	U.S. Bank PCards	$ 10.05	5120-85000-403660	Kenco Security And Tec - PCard
01/09/2017	54	U.S. Bank PCards	$ 6.28	5020-73140-403660	Kenco Security And Tec - PCard
01/09/2017	54	U.S. Bank PCards	$ 3.71	5120-83140-403660	Kenco Security And Tec - PCard
01/09/2017	54	U.S. Bank PCards	$ 19.50	5020-74000-403660	Kenco Security And Tec - PCard
01/09/2017	54	U.S. Bank PCards	$ 4.88	5020-73120-403660	Kenco Security And Tec - PCard
01/09/2017	54	U.S. Bank PCards	$ 37.50	5210-15910-403970	Kenco Security And Tec - PCard
01/09/2017	54	U.S. Bank PCards	$ 75.00	5210-15920-403970	Kenco Security And Tec - PCard
01/09/2017	54	U.S. Bank PCards	$ 75.00	5210-15930-403970	Kenco Security And Tec - PCard
01/09/2017	54	U.S. Bank PCards	$ 952.33	6500-15660-402450	Kenco Security And Tec - PCard
01/09/2017	54	U.S. Bank PCards	$ 126.00	6500-15670-403690	Kenco Security And Tec - PCard
01/09/2017	54	U.S. Bank PCards	$ 105.00	6500-15660-402450	Kenco Security And Tec - PCard
01/09/2017	54	U.S. Bank PCards	$ 18.40	6600-31100-403660	Kenco Security And Tec - PCard
01/09/2017	54	U.S. Bank PCards	$ 27.60	6700-31410-403660	Kenco Security And Tec - PCard
01/09/2017	54	U.S. Bank PCards	$ 26.00	2510-21860-403822	Kenco Security And Tec - PCard
01/09/2017	54	U.S. Bank PCards	$ 67.00	1500-21110-403574	Kenco Security And Tec - PCard
01/09/2017	54	U.S. Bank PCards	$ 73.00	2600-55120-403660	Kenco Security And Tec - PCard
01/09/2017	54	U.S. Bank PCards	$ 8.00	5610-71150-402440	Lesman Iron Works - PCard
01/09/2017	54	U.S. Bank PCards	$ 51.75	5020-73140-402450	Overhead Door Co Of South - PCard
01/09/2017	54	U.S. Bank PCards	$ 17.25	5120-83140-402450	Overhead Door Co Of South - PCard
01/09/2017	54	U.S. Bank PCards	$ 256.00	0100-51410-402450	Overhead Door Co Of South - PCard
01/09/2017	54	U.S. Bank PCards	$ 2,065.85	0100-51410-402450	Marketing Specialtites - PCard
01/09/2017	54	U.S. Bank PCards	$ 421.74	0100-12120-403390	Rei*Matthew Bender &Co - PCard
01/09/2017	54	U.S. Bank PCards	$ 131.60	0100-51420-402330	Midland Implement Co - PCard
01/09/2017	54	U.S. Bank PCards	$ 15.47	0100-51120-402410	Midland Implement Co - PCard
01/09/2017	54	U.S. Bank PCards	$ 530.20	0100-51120-403650	Knife River 5601 - PCard
01/09/2017	54	U.S. Bank PCards	$ 243.00	5610-71160-403370	Midland Printing - PCard
01/09/2017	54	U.S. Bank PCards	$ 297.00	5610-71160-403370	Midland Printing - PCard
01/09/2017	54	U.S. Bank PCards	$ 215.80	6700-31410-402190	Midland Printing - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,276.00	5610-71160-403370	Missoulian Rav Republic - PCard
01/09/2017	54	U.S. Bank PCards	$ 275.00	0100-15120-403821	Montana Society Of Cpas - PCard
01/09/2017	54	U.S. Bank PCards	$ 275.00	0100-15120-403821	Montana Society Of Cpas - PCard

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01/09/2017	54	U.S. Bank PCards	$ 317.00	6600-31100-403350	Montana Society Of Cpas - PCard
01/09/2017	54	U.S. Bank PCards	$ 155.88	1500-21150-402975	Moore Lane Veterinary Hos - PCard
01/09/2017	54	U.S. Bank PCards	$ 162.00	1500-21710-403512	Moore Lane Veterinary Hos - PCard
01/09/2017	54	U.S. Bank PCards	$ 40.76	5610-71130-402320	Motor Power Equipment Co - PCard
01/09/2017	54	U.S. Bank PCards	$ 92.02	5610-71130-402320	Napa Store 3547001 - PCard
01/09/2017	54	U.S. Bank PCards	$ 14.40	5120-85000-402410	Napa Store 3547001 - PCard
01/09/2017	54	U.S. Bank PCards	$ 38.69	5410-31230-402320	Napa Store 3547001 - PCard
01/09/2017	54	U.S. Bank PCards	$ 11.99	0100-51120-402320	Napa Store 3547001 - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,232.00	2110-31320-402920	Napa Store 3547001 - PCard
01/09/2017	54	U.S. Bank PCards	$ 12.68	2110-31320-402320	Napa Store 3547001 - PCard
01/09/2017	54	U.S. Bank PCards	$ 19.02	0100-51120-402390	Napa Store 3547001 - PCard
01/09/2017	54	U.S. Bank PCards	$ 9.63	5410-31230-402320	Napa Store 3547001 - PCard
01/09/2017	54	U.S. Bank PCards	$ 163.80	5020-73110-402190	Norlab Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 109.20	5120-83110-402190	Norlab Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 375.90	2110-31320-402630	Northwest Industrial Supp - PCard
01/09/2017	54	U.S. Bank PCards	$ 41.47	5020-73120-402410	Northwest Industrial Supp - PCard
01/09/2017	54	U.S. Bank PCards	$ 52.00	5020-73120-402410	Northwest Industrial Supp - PCard
01/09/2017	54	U.S. Bank PCards	$ 52.00	5020-73120-402410	Northwest Industrial Supp - PCard
01/09/2017	54	U.S. Bank PCards	$ 21.97	5020-75000-402410	Northwest Industrial Supp - PCard
01/09/2017	54	U.S. Bank PCards	$ 14.65	5120-85000-402410	Northwest Industrial Supp - PCard
01/09/2017	54	U.S. Bank PCards	$ 9.04	5020-75000-402410	Northwest Industrial Supp - PCard
01/09/2017	54	U.S. Bank PCards	$ 6.03	5120-85000-402410	Northwest Industrial Supp - PCard
01/09/2017	54	U.S. Bank PCards	$ 40.99	5020-75000-402410	Northwest Industrial Supp - PCard
01/09/2017	54	U.S. Bank PCards	$ 27.33	5120-85000-402410	Northwest Industrial Supp - PCard
01/09/2017	54	U.S. Bank PCards	$ 38.10	5020-74000-402450	Northwest Industrial Supp - PCard
01/09/2017	54	U.S. Bank PCards	$ 4.28	5020-75000-402410	Northwest Industrial Supp - PCard
01/09/2017	54	U.S. Bank PCards	$ 2.85	5120-85000-402410	Northwest Industrial Supp - PCard
01/09/2017	54	U.S. Bank PCards	$ 11.91	5020-74000-402410	Northwest Industrial Supp - PCard
01/09/2017	54	U.S. Bank PCards	$ 35.12	5610-71190-402450	Northwest Pipe Fitting - PCard
01/09/2017	54	U.S. Bank PCards	$ 28.89	5710-71480-402450	Northwest Pipe Fitting - PCard
01/09/2017	54	U.S. Bank PCards	$ 2.98	5710-71430-402450	Northwest Pipe Fitting - PCard
01/09/2017	54	U.S. Bank PCards	$ 59.64	5120-84000-402223	Northwest Scientific Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 161.92	5020-74000-402220	Northwest Scientific Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 111.18	5020-74000-402220	Northwest Scientific Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 679.23	5120-84000-402223	Northwest Scientific Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 124.48	5020-74000-402220	Northwest Scientific Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 168.09	5120-84000-402223	Northwest Scientific Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 174.74	5020-74000-402220	Northwest Scientific Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 113.11	5020-74000-402220	Northwest Scientific Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,339.56	5120-84000-402223	Northwest Scientific Inc - PCard

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01/09/2017	54	U.S. Bank PCards	$ 185.44	5120-84000-402223	Northwest Scientific Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 89.33	5020-74000-402220	Northwest Scientific Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 223.53	5120-84000-402223	Northwest Scientific Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 197.27	5120-84000-402223	Northwest Scientific Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 50.28	0100-51120-402290	Pacific Steel #02 - PCard
01/09/2017	54	U.S. Bank PCards	$ 414.17	0100-51120-402290	Pacific Steel #02 - PCard
01/09/2017	54	U.S. Bank PCards	$ 357.09	2110-31320-402320	Pacific Steel #02 - PCard
01/09/2017	54	U.S. Bank PCards	$ 40.80	0100-51420-402290	Pacific Steel #02 - PCard
01/09/2017	54	U.S. Bank PCards	$ 34.71	0100-51120-402290	Pacific Steel #02 - PCard
01/09/2017	54	U.S. Bank PCards	$ 178.17	2110-31320-402320	Pacific Steel #02 - PCard
01/09/2017	54	U.S. Bank PCards	$ 287.55	5410-31220-402290	Pacific Steel #02 - PCard
01/09/2017	54	U.S. Bank PCards	$ 30.00	0100-51270-402190	Pepsi-Cola Bottling Co - PCard
01/09/2017	54	U.S. Bank PCards	$ 378.00	5210-15230-402460	Permaletter Sign Company - PCard
01/09/2017	54	U.S. Bank PCards	$ 34.56	1500-21200-402610	Photographic Solutions - PCard
01/09/2017	54	U.S. Bank PCards	$ 33.98	5120-84000-402360	Radio Shack - Mt - PCard
01/09/2017	54	U.S. Bank PCards	$ 28.00	5610-71130-402320	Ratco Trailer And Hitch - PCard
01/09/2017	54	U.S. Bank PCards	$ 14.00	5120-85000-402410	Ratco Trailer And Hitch - PCard
01/09/2017	54	U.S. Bank PCards	$ 178.00	2110-31320-402320	Ratco Trailer And Hitch - PCard
01/09/2017	54	U.S. Bank PCards	$ 130.00	5610-71120-402260	Red Wing Shoe Store 2 - PCard
01/09/2017	54	U.S. Bank PCards	$ 502.45	5710-71430-402450	Reddi Electric - PCard
01/09/2017	54	U.S. Bank PCards	$ 58.00	2090-44510-402190	The Rubber Stamp Shop, In - PCard
01/09/2017	54	U.S. Bank PCards	$ 37.50	2920-65010-402190	The Rubber Stamp Shop, In - PCard
01/09/2017	54	U.S. Bank PCards	$ 101.38	2110-31320-402420	Sherwin Williams 703203 - PCard
01/09/2017	54	U.S. Bank PCards	$ 148.72	1500-21150-402975	Shiloh Veterinary Hospita - PCard
01/09/2017	54	U.S. Bank PCards	$ 75.94	0100-51120-402290	Shiptons Big R Heights - PCard
01/09/2017	54	U.S. Bank PCards	$ 3.56	5020-75000-402410	Shipton'S Big R-East - PCard
01/09/2017	54	U.S. Bank PCards	$ 2.38	5120-85000-402410	Shipton'S Big R-East - PCard
01/09/2017	54	U.S. Bank PCards	$ 1.49	5020-75000-402410	Shipton'S Big R-East - PCard
01/09/2017	54	U.S. Bank PCards	$ 1.00	5120-85000-402410	Shipton'S Big R-East - PCard
01/09/2017	54	U.S. Bank PCards	$ (187.96)	5020-74000-402450	Shipton'S Big R-East - PCard
01/09/2017	54	U.S. Bank PCards	$ 187.96	5020-74000-402450	Shipton'S Big R-East - PCard
01/09/2017	54	U.S. Bank PCards	$ 19.99	6700-31410-402290	Shipton'S Big R-East - PCard
01/09/2017	54	U.S. Bank PCards	$ 15.92	2110-31320-402410	Shipton'S Big R-East - PCard
01/09/2017	54	U.S. Bank PCards	$ 44.95	0100-51270-402450	Shipton'S Big R-East - PCard
01/09/2017	54	U.S. Bank PCards	$ 16.99	5210-15230-402260	Shipton'S Big R-East - PCard
01/09/2017	54	U.S. Bank PCards	$ 152.58	1500-22240-402450	Shipton'S Big R-East - PCard
01/09/2017	54	U.S. Bank PCards	$ 35.98	0100-51420-402290	Shipton'S Big R-West - PCard
01/09/2017	54	U.S. Bank PCards	$ 40.43	0100-51120-402290	Shipton'S Big R-West - PCard
01/09/2017	54	U.S. Bank PCards	$ 3.29	0100-51120-402290	Shipton'S Big R-West - PCard
01/09/2017	54	U.S. Bank PCards	$ 39.98	0100-51120-402290	Shipton'S Big R-West - PCard

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01/09/2017	54	U.S. Bank PCards	$ 7.98	5610-71130-403650	Shipton'S Big R-West - PCard
01/09/2017	54	U.S. Bank PCards	$ 91.43	1500-22260-402320	Shipton'S Big R-West - PCard
01/09/2017	54	U.S. Bank PCards	$ 40.98	0100-51120-402290	Shipton'S Big R-West - PCard
01/09/2017	54	U.S. Bank PCards	$ 16.99	0100-51120-402260	Shipton'S Big R-West - PCard
01/09/2017	54	U.S. Bank PCards	$ 702.99	5610-71120-402450	State Chemic*State Che - PCard
01/09/2017	54	U.S. Bank PCards	$ 2,133.74	5610-71100-403581	Sundown Security - PCard
01/09/2017	54	U.S. Bank PCards	$ 2,159.63	5610-71100-403581	Sundown Security - PCard
01/09/2017	54	U.S. Bank PCards	$ 2,203.65	5610-71100-403581	Sundown Security - PCard
01/09/2017	54	U.S. Bank PCards	$ 18.70	2600-55190-403225	Target.Com * - PCard
01/09/2017	54	U.S. Bank PCards	$ 9.35	2600-55190-403225	Target.Com * - PCard
01/09/2017	54	U.S. Bank PCards	$ 28.05	2600-55190-403225	Target.Com * - PCard
01/09/2017	54	U.S. Bank PCards	$ 16.99	2600-55150-402280	Target.Com * - PCard
01/09/2017	54	U.S. Bank PCards	$ 126.50	2400-43010-403920	Tinys Tavern Inc 2 - PCard
01/09/2017	54	U.S. Bank PCards	$ 246.96	2110-31320-402320	Tractor & Equipment - PCard
01/09/2017	54	U.S. Bank PCards	$ 94.31	0100-51120-402320	Tractor & Equipment - PCard
01/09/2017	54	U.S. Bank PCards	$ 29.94	5410-31220-402320	Tractor-Supply-Co #0303 - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,328.95	8730-51990-402290	Tractor-Supply-Co #0303 - PCard
01/09/2017	54	U.S. Bank PCards	$ 72.24	0100-51120-402260	Tractor-Supply-Co #0303 - PCard
01/09/2017	54	U.S. Bank PCards	$ 200.20	5410-31230-402410	Tnt Springs - PCard
01/09/2017	54	U.S. Bank PCards	$ 130.00	5610-71100-403390	Universal Awards - PCard
01/09/2017	54	U.S. Bank PCards	$ 35.00	1500-21120-402120	Universal Awards - PCard
01/09/2017	54	U.S. Bank PCards	$ 12.00	1500-21120-402261	Universal Awards - PCard
01/09/2017	54	U.S. Bank PCards	$ 18.00	1500-21120-402261	Universal Awards - PCard
01/09/2017	54	U.S. Bank PCards	$ 53.08	1500-22260-402320	Carquest 3103 - PCard
01/09/2017	54	U.S. Bank PCards	$ 34.66	5210-15910-402450	Village Rentals Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 34.67	5210-15920-402450	Village Rentals Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 34.67	5210-15930-402450	Village Rentals Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 20.00	0100-43210-402190	Western Awards & Engravin - PCard
01/09/2017	54	U.S. Bank PCards	$ 110.94	5020-73110-402190	Western Office Equipment - PCard
01/09/2017	54	U.S. Bank PCards	$ 73.96	5120-83110-402190	Western Office Equipment - PCard
01/09/2017	54	U.S. Bank PCards	$ 796.00	0100-16110-405310	Western Office Equipment - PCard
01/09/2017	54	U.S. Bank PCards	$ 160.00	5610-71120-402450	Yellowstone Electric Comp - PCard
01/09/2017	54	U.S. Bank PCards	$ (160.00)	5610-71120-402450	Yellowstone Electric Comp - PCard
01/09/2017	54	U.S. Bank PCards	$ 160.00	5610-71120-402450	Yellowstone Electric Comp - PCard
01/09/2017	54	U.S. Bank PCards	$ 8.94	0100-51120-402290	Yellowstone County Implem - PCard
01/09/2017	54	U.S. Bank PCards	$ 290.10	0100-51120-402330	Yellowstone County Implem - PCard
01/09/2017	54	U.S. Bank PCards	$ 133.44	5210-15230-402320	Yellowstone County Implem - PCard
01/09/2017	54	U.S. Bank PCards	$ 0.89	5210-15230-402320	Yellowstone County Implem - PCard
01/09/2017	54	U.S. Bank PCards	$ (0.89)	5210-15230-402320	Yellowstone County Implem - PCard
01/09/2017	54	U.S. Bank PCards	$ 15.16	5210-15230-402320	Yellowstone County Implem - PCard

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01/09/2017	54	U.S. Bank PCards	$ 711.82	5410-31230-403410	Yellowstone Valley Elect - PCard
01/09/2017	54	U.S. Bank PCards	$ 101.57	2110-31320-403410	Yellowstone Valley Elect - PCard
01/09/2017	54	U.S. Bank PCards	$ 224.78	8720-51980-403410	Yellowstone Valley Elect - PCard
01/09/2017	54	U.S. Bank PCards	$ 249.07	8720-51980-403410	Yellowstone Valley Elect - PCard
01/09/2017	54	U.S. Bank PCards	$ 19.00	0100-51120-403410	Yellowstone Valley Elect - PCard
01/09/2017	54	U.S. Bank PCards	$ 72.01	8720-51980-403410	Yellowstone Valley Elect - PCard
01/09/2017	54	U.S. Bank PCards	$ 19.45	8720-51980-403410	Yellowstone Valley Elect - PCard
01/09/2017	54	U.S. Bank PCards	$ 20.12	8720-51980-403410	Yellowstone Valley Elect - PCard
01/09/2017	54	U.S. Bank PCards	$ 183.25	5120-85000-403410	Yellowstone Valley Elect - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,750.69	5020-74000-403410	Yellowstone Valley Elect - PCard
01/09/2017	54	U.S. Bank PCards	$ 250.27	5120-85000-403410	Yellowstone Valley Elect - PCard
01/09/2017	54	U.S. Bank PCards	$ 189.04	5120-85000-403410	Yellowstone Valley Elect - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,286.21	5120-84000-403410	Yellowstone Valley Elect - PCard
01/09/2017	54	U.S. Bank PCards	$ 19.00	5120-85000-403410	Yellowstone Valley Elect - PCard
01/09/2017	54	U.S. Bank PCards	$ 30.01	5020-74000-403410	Yellowstone Valley Elect - PCard
01/09/2017	54	U.S. Bank PCards	$ 19.00	1500-21400-402270	Yellowstone Valley Elect - PCard
01/09/2017	54	U.S. Bank PCards	$ 783.75	6500-15670-403690	Firemaster - PCard
01/09/2017	54	U.S. Bank PCards	$ 191.50	5020-74000-402360	Tw Enterprises - PCard
01/09/2017	54	U.S. Bank PCards	$ 130.00	5610-71150-402260	Bighorn Boots - PCard
01/09/2017	54	U.S. Bank PCards	$ 189.98	2110-31320-402920	Harbor Freight Tools 207 - PCard
01/09/2017	54	U.S. Bank PCards	$ 47.88	5410-31220-402290	Harbor Freight Tools 207 - PCard
01/09/2017	54	U.S. Bank PCards	$ 487.37	0100-51120-402320	Kois Brothers Equipment - PCard
01/09/2017	54	U.S. Bank PCards	$ 179.97	0100-51250-402250	Scheels Billings - PCard
01/09/2017	54	U.S. Bank PCards	$ 99.24	5410-31220-402290	Kleen-Rite - PCard
01/09/2017	54	U.S. Bank PCards	$ 368.19	5210-15930-402450	Kone Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 545.61	5210-15910-403660	Kone Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 545.78	5210-15920-403660	Kone Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 545.61	5210-15930-403660	Kone Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,050.00	5210-15930-402450	Kone Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 580.60	5210-15910-402450	Kone Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 196.27	5610-71120-403660	Kone Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 447.70	2450-12570-403560	Delta Air 0062365262644 - PCard
01/09/2017	54	U.S. Bank PCards	$ 551.70	1500-21200-402610	Delta Air 0062365476263 - PCard
01/09/2017	54	U.S. Bank PCards	$ 551.70	1500-21200-402610	Delta Air 0062365476264 - PCard
01/09/2017	54	U.S. Bank PCards	$ 551.70	1500-21200-402610	Delta Air 0062365476265 - PCard
01/09/2017	54	U.S. Bank PCards	$ 463.20	5610-71120-402450	Npc*New Pig Corp - PCard
01/09/2017	54	U.S. Bank PCards	$ 463.20	5610-71120-402450	Npc*New Pig Corp - PCard
01/09/2017	54	U.S. Bank PCards	$ 157.00	0100-43210-402190	Sign Pro Billings - PCard
01/09/2017	54	U.S. Bank PCards	$ 2,250.00	5620-71200-409310	Sign Pro Billings - PCard
01/09/2017	54	U.S. Bank PCards	$ 47.50	5020-74000-402360	Wesco Distribution6668 - PCard

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01/09/2017	54	U.S. Bank PCards	$ 48.43	5020-74000-402360	Wesco Distribution6668 - PCard
01/09/2017	54	U.S. Bank PCards	$ 82.04	5120-84000-402360	Wesco Distribution6668 - PCard
01/09/2017	54	U.S. Bank PCards	$ 81.46	5020-74000-402360	Wesco Distribution6668 - PCard
01/09/2017	54	U.S. Bank PCards	$ 33.22	5020-73120-402380	Wesco Distribution6668 - PCard
01/09/2017	54	U.S. Bank PCards	$ 58.42	2400-43010-402190	Costco Whse #0069 - PCard
01/09/2017	54	U.S. Bank PCards	$ 539.99	0100-12200-402190	Costco Whse #0069 - PCard
01/09/2017	54	U.S. Bank PCards	$ (539.99)	0100-12200-402190	Costco Whse #0069 - PCard
01/09/2017	54	U.S. Bank PCards	$ 474.75	1500-22260-402240	Costco.Com *Online - PCard
01/09/2017	54	U.S. Bank PCards	$ 16.56	5410-31220-402320	Billings Farmhand - PCard
01/09/2017	54	U.S. Bank PCards	$ 455.58	2600-55160-402190	Vernon Library Supplies - PCard
01/09/2017	54	U.S. Bank PCards	$ 87.04	2600-55130-402190	Vernon Library Supplies - PCard
01/09/2017	54	U.S. Bank PCards	$ 2,192.95	2600-55130-402190	Vernon Library Supplies - PCard
01/09/2017	54	U.S. Bank PCards	$ 58.00	0100-15120-403590	Independent Lock And Part - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,432.81	1500-21500-402925	Pcm Tigerdirect - PCard
01/09/2017	54	U.S. Bank PCards	$ 123.90	1500-21500-402925	Pcm Tigerdirect - PCard
01/09/2017	54	U.S. Bank PCards	$ 27.90	1500-21500-402925	Pcm Tigerdirect - PCard
01/09/2017	54	U.S. Bank PCards	$ 103.12	1500-21500-402925	Pcm Tigerdirect - PCard
01/09/2017	54	U.S. Bank PCards	$ 190.00	7180-21600-402120	Lea Aid Acquisition Co - PCard
01/09/2017	54	U.S. Bank PCards	$ 15.78	2600-55120-402290	Billings Hardware & Ga - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.98	2110-31320-402290	Billings Hardware & Se - PCard
01/09/2017	54	U.S. Bank PCards	$ 33.99	2600-55120-402290	Billings Hardware & Se - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.00	0100-17500-403365	Wendy'S 15002 - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.00	0100-17500-403365	Wendy'S 15002 - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.00	0100-17500-403365	Wendy'S 15002 - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.00	0100-17500-403365	Wendy'S 15002 - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.00	0100-17500-403365	Wendy'S 15002 - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.00	0100-17500-403365	Wendy'S 15002 - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.00	0100-17500-403365	Wendy'S 15002 - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.00	0100-17500-403365	Wendy'S 15002 - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.00	0100-17500-403365	Wendy'S 15002 - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.00	0100-17500-403365	Wendy'S 15002 - PCard
01/09/2017	54	U.S. Bank PCards	$ 14.36	5410-31230-403440	Holiday Stnstore 0285 - PCard
01/09/2017	54	U.S. Bank PCards	$ 3,050.00	0100-16110-402925	Idu*Insight Public Sec - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,244.00	0100-16110-402925	Idu*Insight Public Sec - PCard
01/09/2017	54	U.S. Bank PCards	$ 99.00	6200-19130-402190	Idu*Insight Public Sec - PCard
01/09/2017	54	U.S. Bank PCards	$ 345.00	5020-73110-402120	Idu*Insight Public Sec - PCard
01/09/2017	54	U.S. Bank PCards	$ 230.00	5120-83110-402120	Idu*Insight Public Sec - PCard
01/09/2017	54	U.S. Bank PCards	$ 270.00	5020-74000-402450	Hawkins Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 306.00	2090-44510-402520	Builder'S Book, Inc. - PCard

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01/09/2017	54	U.S. Bank PCards	$ (25.10)	2090-44510-402520	Builder'S Book, Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 200.00	1500-21110-403170	Dee Jay Bee Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 87.39	5020-73140-402230	Olive Garden 00014126 - PCard
01/09/2017	54	U.S. Bank PCards	$ 58.26	5120-83140-402230	Olive Garden 00014126 - PCard
01/09/2017	54	U.S. Bank PCards	$ 50.00	1500-22250-403350	National Academy Of Emd - PCard
01/09/2017	54	U.S. Bank PCards	$ 229.95	6270-17520-403516	Albertsons Sto00012278 - PCard
01/09/2017	54	U.S. Bank PCards	$ 2,341.50	5120-84000-402450	Gih*Globalindustrialeq - PCard
01/09/2017	54	U.S. Bank PCards	$ 39.98	0100-51120-402410	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 16.99	0100-51120-402290	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 202.47	1500-22260-402120	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 21.98	2600-55120-402290	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ (149.94)	1500-22240-402450	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 95.94	1500-22260-402320	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 54.00	1500-22260-402320	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 6.99	2600-55120-402290	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 100.12	0100-51120-402290	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 101.97	0100-51120-402290	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 2.00	0100-51120-402330	Kings Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 14.99	2600-55120-402290	Heights Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 50.42	5610-71120-402450	Heights Ace Hdwe - PCard
01/09/2017	54	U.S. Bank PCards	$ 60.72	1500-21150-402285	Pizza Hut #1714 - PCard
01/09/2017	54	U.S. Bank PCards	$ 295.00	5610-71100-403390	Civil Air Patrol Magazine - PCard
01/09/2017	54	U.S. Bank PCards	$ 993.00	5610-71120-402240	Montana Broom Brush Comp - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,051.70	5610-71120-402240	Montana Broom Brush Comp - PCard
01/09/2017	54	U.S. Bank PCards	$ 270.50	5610-71140-402260	Spic And Span Cleaners - PCard
01/09/2017	54	U.S. Bank PCards	$ 128.10	5610-71150-402220	Emergency Medical Produc - PCard
01/09/2017	54	U.S. Bank PCards	$ 250.09	5410-31220-402290	Big Sky Fire Equipment - PCard
01/09/2017	54	U.S. Bank PCards	$ 263.19	5410-31230-402290	Big Sky Fire Equipment - PCard
01/09/2017	54	U.S. Bank PCards	$ 242.49	5610-71150-402220	Big Sky Fire Equipment - PCard
01/09/2017	54	U.S. Bank PCards	$ 284.29	2600-55130-402190	Big Sky Fire Equipment - PCard
01/09/2017	54	U.S. Bank PCards	$ 69.98	2510-21860-402190	Cellular Plus 116 - PCard
01/09/2017	54	U.S. Bank PCards	$ 2,421.56	1500-21200-402610	B&H Photo, 800-606-6969 - PCard
01/09/2017	54	U.S. Bank PCards	$ 2,011.77	1500-21200-402610	B&H Photo, 800-606-6969 - PCard
01/09/2017	54	U.S. Bank PCards	$ 10.99	1500-22260-402240	Albertsons Sto00040253 - PCard
01/09/2017	54	U.S. Bank PCards	$ 6.48	2400-43010-402190	Albertsons Sto00040253 - PCard
01/09/2017	54	U.S. Bank PCards	$ 9.40	0100-43210-403110	Albertsons Sto00040253 - PCard
01/09/2017	54	U.S. Bank PCards	$ 13.44	2400-43010-402190	Albertsons Sto00040253 - PCard
01/09/2017	54	U.S. Bank PCards	$ 5.08	2600-55140-402290	Albertsons Sto00040253 - PCard
01/09/2017	54	U.S. Bank PCards	$ 15.37	2600-55140-402280	Albertsons Sto00040253 - PCard
01/09/2017	54	U.S. Bank PCards	$ 27.15	0100-51120-402290	Albertsons Sto00040253 - PCard

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01/09/2017	54	U.S. Bank PCards	$ 26.44	1500-22210-403760	Albertsons Sto00040253 - PCard
01/09/2017	54	U.S. Bank PCards	$ 80.97	2650-67720-402290	Albertsons Sto00040253 - PCard
01/09/2017	54	U.S. Bank PCards	$ 199.00	0100-15120-403823	Skillpath National - PCard
01/09/2017	54	U.S. Bank PCards	$ 26.10	5020-75000-402410	Albertsons Sto00006304 - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,463.87	5120-84000-402360	Mcmaster-Carr - PCard
01/09/2017	54	U.S. Bank PCards	$ 135.00	5610-71150-403660	Dxp Enterprises - PCard
01/09/2017	54	U.S. Bank PCards	$ 590.00	5610-71150-403660	Dxp Enterprises - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,165.03	5610-71150-403660	Dxp Enterprises - PCard
01/09/2017	54	U.S. Bank PCards	$ 146.15	5610-71150-403660	Dxp Enterprises - PCard
01/09/2017	54	U.S. Bank PCards	$ 15.65	0100-51140-402290	Dxp Enterprises - PCard
01/09/2017	54	U.S. Bank PCards	$ 653.20	1500-21500-402271	Vwr International Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 221.10	2600-55190-403382	Center Point Large Print - PCard
01/09/2017	54	U.S. Bank PCards	$ 20.00	1500-21120-402320	Aces - PCard
01/09/2017	54	U.S. Bank PCards	$ 488.32	1500-21120-402260	Aces - PCard
01/09/2017	54	U.S. Bank PCards	$ 103.28	5710-71470-402450	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 12.18	1500-22210-402280	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 12.38	1500-22210-402280	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 12.32	1500-22210-402280	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 120.00	1500-22260-402450	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 125.38	1500-22210-403450	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 41.40	1500-22260-402450	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 5.15	1500-22210-402190	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 15.66	1500-22210-402190	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 23.23	1500-22260-402240	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 238.02	1500-22260-402240	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 177.56	1500-22290-402120	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 41.49	2110-31320-402630	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 179.90	2110-31320-402630	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 184.98	5610-71130-402320	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 54.74	5610-71150-402290	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 47.44	0100-13140-403240	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.99	2450-12570-403560	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 51.97	2600-55140-402290	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 6.94	2600-55110-402190	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 4.00	2600-55110-402190	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 14.89	2600-55110-402190	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 4.14	2600-55110-402190	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ (7.74)	6700-31410-402190	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 18.27	6700-31410-402190	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 37.14	6700-31410-402190	Amazon Mktplace Pmts - PCard

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01/09/2017	54	U.S. Bank PCards	$ 12.64	2600-55110-402190	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 23.21	2600-55180-402925	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 15.10	2600-55180-402290	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,021.95	2600-55180-402925	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 98.02	2600-55180-402925	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 266.96	2510-21860-402190	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.99	6200-19110-402290	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 54.99	0100-51120-402260	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 64.47	2600-55190-403222	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 7.94	2600-55190-403226	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 21.49	2600-55190-403225	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 21.49	2600-55190-403243	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 8.49	2600-55190-403226	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 4.57	2600-55190-403226	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.00	2600-55190-403226	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 14.95	2600-55190-403333	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 14.49	2600-55190-403382	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 13.98	2600-55190-403336	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.18	2600-55190-403226	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 21.16	2600-55190-403243	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 29.50	2600-55160-402290	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 10.96	2600-55190-403255	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 115.57	2600-55190-403225	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 32.73	2600-55190-403225	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 6.77	2600-55190-403226	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 12.95	2600-55190-403255	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 5.94	2600-55190-403243	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 16.97	2600-55190-403243	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 9.18	2600-55190-403222	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 43.41	2600-55180-402290	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 4.00	2600-55190-403241	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 4.70	2600-55180-402290	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 8.84	2600-55190-403255	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 103.41	2600-55180-402290	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 12.95	2600-55190-403255	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 5.00	2600-55190-403225	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 26.39	2600-55190-403227	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.99	2600-55190-403241	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 38.15	2600-55190-403243	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 49.88	2600-55190-403336	Amazon Mktplace Pmts - PCard

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01/09/2017	54	U.S. Bank PCards	$ 22.30	2600-55190-403222	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 87.84	2600-55190-403225	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 10.97	2600-55190-403226	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 5.99	2600-55190-403333	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 104.00	2650-67720-402290	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 74.27	2650-67720-402290	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 26.00	2650-67720-402290	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 442.99	2650-67720-402290	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 31.00	2920-65010-402190	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 22.99	2650-67720-402290	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 23.51	2650-67720-402290	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 15.63	2650-67720-402290	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 20.86	2650-67720-402290	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 49.17	2650-67720-402290	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 58.37	2920-65010-402190	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 115.74	5610-71120-402450	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 639.96	5610-71170-402450	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 639.96	5610-71170-402450	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 48.52	5610-71120-402450	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 18.92	0100-13140-402190	Amazon.Com - PCard
01/09/2017	54	U.S. Bank PCards	$ 42.76	0100-51250-402250	Amazon.Com - PCard
01/09/2017	54	U.S. Bank PCards	$ 445.91	2600-55140-407210	Amazon.Com - PCard
01/09/2017	54	U.S. Bank PCards	$ 15.27	0100-51270-402190	Amazon.Com - PCard
01/09/2017	54	U.S. Bank PCards	$ 56.39	5020-74000-403450	Amazon.Com - PCard
01/09/2017	54	U.S. Bank PCards	$ 56.38	5120-84000-403450	Amazon.Com - PCard
01/09/2017	54	U.S. Bank PCards	$ 50.13	5610-71120-402450	Amazon.Com - PCard
01/09/2017	54	U.S. Bank PCards	$ (32.00)	5610-71120-402450	Amazon.Com - PCard
01/09/2017	54	U.S. Bank PCards	$ 48.25	1500-22260-402450	Amazon.Com Amzn.Com/Bill - PCard
01/09/2017	54	U.S. Bank PCards	$ 522.00	5610-71130-402410	Amazon.Com Amzn.Com/Bill - PCard
01/09/2017	54	U.S. Bank PCards	$ 26.88	0100-13140-402190	Amazon.Com Amzn.Com/Bill - PCard
01/09/2017	54	U.S. Bank PCards	$ 75.94	2600-55140-402280	Amazon.Com Amzn.Com/Bill - PCard
01/09/2017	54	U.S. Bank PCards	$ 139.99	2600-55140-407210	Amazon.Com Amzn.Com/Bill - PCard
01/09/2017	54	U.S. Bank PCards	$ 17.48	2600-55110-402190	Amazon.Com Amzn.Com/Bill - PCard
01/09/2017	54	U.S. Bank PCards	$ 14.99	0100-51270-402190	Amazon.Com Amzn.Com/Bill - PCard
01/09/2017	54	U.S. Bank PCards	$ 11.98	2600-55140-407210	Amazon.Com Amzn.Com/Bill - PCard
01/09/2017	54	U.S. Bank PCards	$ 69.20	2600-55140-407210	Amazon.Com Amzn.Com/Bill - PCard
01/09/2017	54	U.S. Bank PCards	$ 43.74	2600-55140-407210	Amazon.Com Amzn.Com/Bill - PCard
01/09/2017	54	U.S. Bank PCards	$ 83.62	2510-21860-402190	Amazon.Com Amzn.Com/Bill - PCard
01/09/2017	54	U.S. Bank PCards	$ 93.74	0100-51120-402260	Amazon.Com Amzn.Com/Bill - PCard
01/09/2017	54	U.S. Bank PCards	$ 13.64	1500-22210-402280	Amazon Mktplace Pmts - PCard

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01/09/2017	54	U.S. Bank PCards	$ 9.37	2600-55190-403226	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 10.54	2600-55190-403226	Amazon Mktplace Pmts - PCard
01/09/2017	54	U.S. Bank PCards	$ 441.14	6700-31410-403660	Selby'S - PCard
01/09/2017	54	U.S. Bank PCards	$ 5.25	2090-44510-403210	Selby'S - PCard
01/09/2017	54	U.S. Bank PCards	$ 58.50	5610-71130-403660	Usa Communications - PCard
01/09/2017	54	U.S. Bank PCards	$ 102.96	5610-71120-403660	Usa Communications - PCard
01/09/2017	54	U.S. Bank PCards	$ 102.65	0100-13130-403824	Helena Holiday Inn Expre - PCard
01/09/2017	54	U.S. Bank PCards	$ 349.99	1500-21500-402190	Best Buy 00005926 - PCard
01/09/2017	54	U.S. Bank PCards	$ 979.97	2520-21490-402690	Best Buy 00005926 - PCard
01/09/2017	54	U.S. Bank PCards	$ 37.49	1500-21200-402610	Best Buy 00005926 - PCard
01/09/2017	54	U.S. Bank PCards	$ 37.99	1500-22230-402290	Best Buy 00005926 - PCard
01/09/2017	54	U.S. Bank PCards	$ 244.00	2400-43010-407214	Data Imaging Systems - PCard
01/09/2017	54	U.S. Bank PCards	$ 5.99	0100-51420-402290	Batteries Plus #25 - PCard
01/09/2017	54	U.S. Bank PCards	$ 20.00	5610-71150-402290	Batteries Plus #25 - PCard
01/09/2017	54	U.S. Bank PCards	$ 19.98	5610-71150-402440	Batteries Plus #25 - PCard
01/09/2017	54	U.S. Bank PCards	$ 131.76	5020-73140-402450	Batteries Plus #25 - PCard
01/09/2017	54	U.S. Bank PCards	$ 43.92	5120-83140-402450	Batteries Plus #25 - PCard
01/09/2017	54	U.S. Bank PCards	$ 15.00	5020-75000-402190	Batteries Plus #25 - PCard
01/09/2017	54	U.S. Bank PCards	$ 10.00	5120-85000-402190	Batteries Plus #25 - PCard
01/09/2017	54	U.S. Bank PCards	$ 15.00	5020-75000-402190	Batteries Plus #25 - PCard
01/09/2017	54	U.S. Bank PCards	$ 10.00	5120-85000-402190	Batteries Plus #25 - PCard
01/09/2017	54	U.S. Bank PCards	$ 65.98	5120-84000-402290	Batteries Plus #25 - PCard
01/09/2017	54	U.S. Bank PCards	$ 172.78	0100-51270-402450	Batteries Plus #25 - PCard
01/09/2017	54	U.S. Bank PCards	$ 20.25	1500-21500-402271	Great American Bagel Bill - PCard
01/09/2017	54	U.S. Bank PCards	$ 19.96	5710-71480-402450	Lowes #00319* - PCard
01/09/2017	54	U.S. Bank PCards	$ 19.76	8730-51990-402290	Lowes #00319* - PCard
01/09/2017	54	U.S. Bank PCards	$ 8.28	6500-15660-402450	Lowes #00319* - PCard
01/09/2017	54	U.S. Bank PCards	$ 35.94	6500-15660-402450	Lowes #00319* - PCard
01/09/2017	54	U.S. Bank PCards	$ 28.19	6500-15660-402450	Lowes #00319* - PCard
01/09/2017	54	U.S. Bank PCards	$ 25.94	6500-15660-402450	Lowes #00319* - PCard
01/09/2017	54	U.S. Bank PCards	$ 42.00	6500-15660-402190	Lowes #00319* - PCard
01/09/2017	54	U.S. Bank PCards	$ 259.02	5610-71120-402450	Lowes #00319* - PCard
01/09/2017	54	U.S. Bank PCards	$ 20.86	2110-31320-402290	Lowes #00319* - PCard
01/09/2017	54	U.S. Bank PCards	$ 74.98	0100-51120-402290	Lowes #00319* - PCard
01/09/2017	54	U.S. Bank PCards	$ 109.36	0100-51120-402290	Lowes #00319* - PCard
01/09/2017	54	U.S. Bank PCards	$ 31.90	0100-51120-402290	Lowes #00319* - PCard
01/09/2017	54	U.S. Bank PCards	$ 67.98	2110-31320-402410	Lowes #00319* - PCard
01/09/2017	54	U.S. Bank PCards	$ 35.99	5020-75000-402410	Lowes #00319* - PCard
01/09/2017	54	U.S. Bank PCards	$ 24.00	5120-85000-402410	Lowes #00319* - PCard
01/09/2017	54	U.S. Bank PCards	$ 52.94	0100-51120-402240	Lowes #00319* - PCard

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01/09/2017	54	U.S. Bank PCards	$ 50.89	0100-51120-402240	Lowes #00319* - PCard
01/09/2017	54	U.S. Bank PCards	$ 34.98	0100-51120-402290	Lowes #00319* - PCard
01/09/2017	54	U.S. Bank PCards	$ 478.00	5610-71130-402410	Lowes #00319* - PCard
01/09/2017	54	U.S. Bank PCards	$ 71.36	1500-21150-402290	Lowes #00319* - PCard
01/09/2017	54	U.S. Bank PCards	$ 162.08	2110-31320-404310	Lowes #00319* - PCard
01/09/2017	54	U.S. Bank PCards	$ 38.22	2110-31320-404310	Lowes #00319* - PCard
01/09/2017	54	U.S. Bank PCards	$ 334.93	5610-71120-402450	Lowes #00319* - PCard
01/09/2017	54	U.S. Bank PCards	$ 85.00	1500-21710-402450	All Lock - PCard
01/09/2017	54	U.S. Bank PCards	$ 88.00	1500-21710-402450	All Lock - PCard
01/09/2017	54	U.S. Bank PCards	$ 6.76	5610-71100-403390	Albertsons Sto00040410 - PCard
01/09/2017	54	U.S. Bank PCards	$ 399.93	5020-74000-403823	Awwa.Org - PCard
01/09/2017	54	U.S. Bank PCards	$ 162.19	5020-75000-403823	Awwa.Org - PCard
01/09/2017	54	U.S. Bank PCards	$ 108.13	5120-85000-403823	Awwa.Org - PCard
01/09/2017	54	U.S. Bank PCards	$ 35.84	6500-15660-402320	Wal-Mart #1956 - PCard
01/09/2017	54	U.S. Bank PCards	$ 35.84	6010-15530-402650	Wal-Mart #1956 - PCard
01/09/2017	54	U.S. Bank PCards	$ 4.96	5710-71420-403823	Wal-Mart #1956 - PCard
01/09/2017	54	U.S. Bank PCards	$ 31.70	1500-21500-402271	Wal-Mart #1956 - PCard
01/09/2017	54	U.S. Bank PCards	$ 77.53	5710-71430-402450	Wal-Mart #1956 - PCard
01/09/2017	54	U.S. Bank PCards	$ 35.91	1500-22250-402410	Wal-Mart #2923 - PCard
01/09/2017	54	U.S. Bank PCards	$ 11.91	1500-22250-402190	Wal-Mart #2923 - PCard
01/09/2017	54	U.S. Bank PCards	$ 19.92	0100-51120-402260	Wm Supercenter #1956 - PCard
01/09/2017	54	U.S. Bank PCards	$ 84.04	0100-17500-403365	Wm Supercenter #2923 - PCard
01/09/2017	54	U.S. Bank PCards	$ 162.71	1500-21110-401170	Wm Supercenter #4412 - PCard
01/09/2017	54	U.S. Bank PCards	$ 37.96	2600-55150-402280	Wm Supercenter #4412 - PCard
01/09/2017	54	U.S. Bank PCards	$ 69.97	2400-43010-402190	Walmart.Com 8009666546 - PCard
01/09/2017	54	U.S. Bank PCards	$ 12.99	0100-51250-402250	Walmart.Com 8009666546 - PCard
01/09/2017	54	U.S. Bank PCards	$ 394.96	5610-71120-402450	Graybar Electric Company - PCard
01/09/2017	54	U.S. Bank PCards	$ 65.00	1500-21710-402450	A1 Jds Lock - PCard
01/09/2017	54	U.S. Bank PCards	$ 110.00	1500-21710-402450	A1 Jds Lock - PCard
01/09/2017	54	U.S. Bank PCards	$ 334.50	6500-15670-403690	Midland Mechanical Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 79.58	5710-71440-402450	Kimball Midwest - PCard
01/09/2017	54	U.S. Bank PCards	$ 123.44	5710-71440-402450	Kimball Midwest - PCard
01/09/2017	54	U.S. Bank PCards	$ 156.57	2650-67720-402290	Presidents Vol Srv Award - PCard
01/09/2017	54	U.S. Bank PCards	$ 42.00	2400-43010-403310	Billingsgazettethriftynck - PCard
01/09/2017	54	U.S. Bank PCards	$ 726.81	2580-21320-403824	Hampton Inns - PCard
01/09/2017	54	U.S. Bank PCards	$ 726.81	2580-21320-403824	Hampton Inns - PCard
01/09/2017	54	U.S. Bank PCards	$ 830.64	2580-21320-403824	Hampton Inns - PCard
01/09/2017	54	U.S. Bank PCards	$ 830.64	2580-21320-403824	Hampton Inns - PCard
01/09/2017	54	U.S. Bank PCards	$ 622.98	2580-21320-403824	Hampton Inns - PCard
01/09/2017	54	U.S. Bank PCards	$ 622.98	2580-21320-403824	Hampton Inns - PCard

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01/09/2017	54	U.S. Bank PCards	$ 130.40	5610-71140-403660	Johnson Controls Ss - PCard
01/09/2017	54	U.S. Bank PCards	$ 186.40	5610-71140-403660	Johnson Controls Ss - PCard
01/09/2017	54	U.S. Bank PCards	$ 66.15	0100-51120-402410	Jares Fence Co - PCard
01/09/2017	54	U.S. Bank PCards	$ 160.32	8720-51980-403650	Jares Fence Co - PCard
01/09/2017	54	U.S. Bank PCards	$ 65.04	2400-43010-403240	J And H Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 267.00	0100-51140-402290	Intl Soc Arboriculture - PCard
01/09/2017	54	U.S. Bank PCards	$ 23.00	2090-44510-402520	Iaei - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,184.88	2110-31320-402320	Hose & Rubber Supply Blg - PCard
01/09/2017	54	U.S. Bank PCards	$ 134.53	2110-31320-402320	Hose & Rubber Supply Blg - PCard
01/09/2017	54	U.S. Bank PCards	$ 6.64	5120-85000-402380	Hose & Rubber Supply Blg - PCard
01/09/2017	54	U.S. Bank PCards	$ 9.96	5020-75000-402380	Hose & Rubber Supply Blg - PCard
01/09/2017	54	U.S. Bank PCards	$ 43.14	5610-71130-402320	Hose & Rubber Supply Blg - PCard
01/09/2017	54	U.S. Bank PCards	$ 307.28	5610-71150-402320	Hose & Rubber Supply Blg - PCard
01/09/2017	54	U.S. Bank PCards	$ 11.38	5610-71150-402320	Hose & Rubber Supply Blg - PCard
01/09/2017	54	U.S. Bank PCards	$ 339.40	5610-71130-402320	Hose & Rubber Supply Blg - PCard
01/09/2017	54	U.S. Bank PCards	$ 14.62	5020-74000-402360	Hose & Rubber Supply Blg - PCard
01/09/2017	54	U.S. Bank PCards	$ 112.00	5710-71410-403210	Accent Print Shop, Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 98.00	1500-21500-403210	Accent Print Shop, Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 232.00	1500-21500-403210	Accent Print Shop, Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,294.58	6500-15670-403690	Ace Electric, Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 175.58	6500-15660-402450	Ace Electric, Inc. - PCard
01/09/2017	54	U.S. Bank PCards	$ 816.93	5610-71150-402440	Aerotronics Inc Tfbo - PCard
01/09/2017	54	U.S. Bank PCards	$ 300.00	5610-71150-402440	Aerotronics Inc Tfbo - PCard
01/09/2017	54	U.S. Bank PCards	$ 196.00	5710-71430-402450	Air Controls-Billings - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,097.48	6500-15660-402450	Air Controls-Billings - PCard
01/09/2017	54	U.S. Bank PCards	$ 180.00	6500-15660-402450	Air Controls-Billings - PCard
01/09/2017	54	U.S. Bank PCards	$ 315.00	6500-15670-403690	Air Controls-Billings - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,045.00	6500-15670-403690	Alpine Plumbing Heating I - PCard
01/09/2017	54	U.S. Bank PCards	$ 505.00	6500-15660-402450	Alpine Plumbing Heating I - PCard
01/09/2017	54	U.S. Bank PCards	$ 350.00	5610-71100-403390	Aaae - PCard
01/09/2017	54	U.S. Bank PCards	$ 108.18	0100-51420-402330	Lp Anderson Point - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,946.64	5610-71150-402390	Lp Anderson Point - PCard
01/09/2017	54	U.S. Bank PCards	$ 310.00	2600-55110-403290	Artcraft Printer Inc - PCard
01/09/2017	54	U.S. Bank PCards	$ 87.44	6500-15650-403450	At&T Smd6 15578 - PCard
01/09/2017	54	U.S. Bank PCards	$ 65.19	5410-31230-403450	At&T*Bill Payment - PCard
01/09/2017	54	U.S. Bank PCards	$ 26.51	5610-71100-403630	Automated Office Systems - PCard
01/09/2017	54	U.S. Bank PCards	$ 14.80	5020-74000-403660	Automated Office Systems - PCard
01/09/2017	54	U.S. Bank PCards	$ 296.00	6700-31410-402190	Automated Office Systems - PCard
01/09/2017	54	U.S. Bank PCards	$ 39.80	5710-71410-403630	Automated Office Systems - PCard
01/09/2017	54	U.S. Bank PCards	$ 11.48	6600-31100-403660	Automated Office Systems - PCard

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01/09/2017	54	U.S. Bank PCards	$ 5.00	6700-31410-403660	Automated Office Systems - PCard
01/09/2017	54	U.S. Bank PCards	$ 310.71	2920-65010-403240	Automated Office Systems - PCard
01/09/2017	54	U.S. Bank PCards	$ 12.87	5020-74000-402450	Applied Ind Tech 2422 - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,056.30	5410-31220-402260	Big Sky Linen & Uniform - PCard
01/09/2017	54	U.S. Bank PCards	$ 577.57	5410-31230-402260	Big Sky Linen & Uniform - PCard
01/09/2017	54	U.S. Bank PCards	$ 123.20	5610-71120-402240	Big Sky Linen & Uniform - PCard
01/09/2017	54	U.S. Bank PCards	$ 408.88	5610-71120-402260	Big Sky Linen & Uniform - PCard
01/09/2017	54	U.S. Bank PCards	$ 193.81	5610-71130-402260	Big Sky Linen & Uniform - PCard
01/09/2017	54	U.S. Bank PCards	$ 30.07	5210-15910-403650	Big Sky Linen & Uniform - PCard
01/09/2017	54	U.S. Bank PCards	$ 30.08	5210-15920-403650	Big Sky Linen & Uniform - PCard
01/09/2017	54	U.S. Bank PCards	$ 30.06	5210-15930-403650	Big Sky Linen & Uniform - PCard
01/09/2017	54	U.S. Bank PCards	$ 640.60	6500-15670-403690	Big Sky Linen & Uniform - PCard
01/09/2017	54	U.S. Bank PCards	$ 315.40	6500-15660-402450	Big Sky Linen & Uniform - PCard
01/09/2017	54	U.S. Bank PCards	$ 21.50	1500-21120-402450	Big Sky Linen & Uniform - PCard
01/09/2017	54	U.S. Bank PCards	$ 40.30	0100-51270-402260	Big Sky Linen & Uniform - PCard
01/09/2017	54	U.S. Bank PCards	$ 108.00	2600-55120-402260	Big Sky Linen & Uniform - PCard
01/09/2017	54	U.S. Bank PCards	$ 267.85	8730-51990-402260	Billings Army Navy Surplu - PCard
01/09/2017	54	U.S. Bank PCards	$ 198.00	1500-21120-402261	Billings Army Navy Surplu - PCard
01/09/2017	54	U.S. Bank PCards	$ 149.85	1500-21200-402260	Billings Army Navy Surplu - PCard
01/09/2017	54	U.S. Bank PCards	$ 371.50	5410-31230-405333	Billings Const. Supply - PCard
01/09/2017	54	U.S. Bank PCards	$ 70.00	5610-71130-403660	Billings Const. Supply - PCard
01/09/2017	54	U.S. Bank PCards	$ 210.00	1500-22240-402450	Billings Const. Supply - PCard
01/09/2017	54	U.S. Bank PCards	$ 151.08	5020-74000-402360	Border States Electric - PCard
01/09/2017	54	U.S. Bank PCards	$ 151.08	5120-84000-402360	Border States Electric - PCard
01/09/2017	54	U.S. Bank PCards	$ 234.42	5120-84000-402360	Border States Electric - PCard
01/09/2017	54	U.S. Bank PCards	$ 447.24	5120-84000-402360	Border States Electric - PCard
01/09/2017	54	U.S. Bank PCards	$ 62.15	5120-84000-402410	Border States Electric - PCard
01/09/2017	54	U.S. Bank PCards	$ 48.95	5020-74000-402410	Border States Electric - PCard
01/09/2017	54	U.S. Bank PCards	$ 51.00	5120-85000-402360	Border States Electric - PCard
01/09/2017	54	U.S. Bank PCards	$ 98.04	5120-84000-402360	Border States Electric - PCard
01/09/2017	54	U.S. Bank PCards	$ 176.27	5120-84000-402360	Border States Electric - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,246.72	5120-84000-402360	Border States Electric - PCard
01/09/2017	54	U.S. Bank PCards	$ 731.42	5020-74000-402360	Border States Electric - PCard
01/09/2017	54	U.S. Bank PCards	$ 178.02	5020-74000-402360	Border States Electric - PCard
01/09/2017	54	U.S. Bank PCards	$ 129.60	5020-74000-402360	Border States Electric - PCard
01/09/2017	54	U.S. Bank PCards	$ 31.52	0100-51120-402290	Border States Electric - PCard
01/09/2017	54	U.S. Bank PCards	$ 170.87	0100-51120-402290	Border States Electric - PCard
01/09/2017	54	U.S. Bank PCards	$ 16.75	5020-74000-402360	Border States Electric - PCard
01/09/2017	54	U.S. Bank PCards	$ 317.55	5120-84000-402360	Border States Electric - PCard
01/09/2017	54	U.S. Bank PCards	$ 219.41	5120-84000-402360	Border States Electric - PCard

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01/09/2017	54	U.S. Bank PCards	$ 1,128.00	5610-71130-402260	Creative Monograms Smb - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,262.00	1500-21150-402285	Creative Monograms Smb - PCard
01/09/2017	54	U.S. Bank PCards	$ 99.00	1500-21120-402260	Creative Monograms Smb - PCard
01/09/2017	54	U.S. Bank PCards	$ 97.31	5710-71430-402450	Crescent Electric 054 - PCard
01/09/2017	54	U.S. Bank PCards	$ 36.37	5610-71130-402450	Crescent Electric 054 - PCard
01/09/2017	54	U.S. Bank PCards	$ 24.36	5120-84000-402360	Crescent Electric 054 - PCard
01/09/2017	54	U.S. Bank PCards	$ 115.14	5610-71130-402320	Cummins Rocky Mtn - PCard
01/09/2017	54	U.S. Bank PCards	$ 11.34	5610-71130-402320	Cummins Rocky Mtn - PCard
01/09/2017	54	U.S. Bank PCards	$ 750.00	6010-15520-402120	Cummins Rocky Mtn - PCard
01/09/2017	54	U.S. Bank PCards	$ 11.97	0100-51120-402290	D & D Transport Refrig - PCard
01/09/2017	54	U.S. Bank PCards	$ 100.00	2600-55110-403350	Downtownbillings.Com - PCard
01/09/2017	54	U.S. Bank PCards	$ 183.72	0100-43210-402190	Econo Print - PCard
01/09/2017	54	U.S. Bank PCards	$ 150.66	2400-43010-402190	Econo Print - PCard
01/09/2017	54	U.S. Bank PCards	$ 79.07	0100-15120-403210	Econo Print - PCard
01/09/2017	54	U.S. Bank PCards	$ 425.00	1500-21150-402285	Executive Cleaning Co I - PCard
01/09/2017	54	U.S. Bank PCards	$ 758.04	5610-71120-402450	Flowmark High Tech Co - PCard
01/09/2017	54	U.S. Bank PCards	$ 79.90	5020-74000-402450	Flowmark High Tech Co - PCard
01/09/2017	54	U.S. Bank PCards	$ 50.74	5610-71130-402310	Galles Filter & Exhaust - PCard
01/09/2017	54	U.S. Bank PCards	$ 73.24	5610-71130-402310	Galles Filter & Exhaust - PCard
01/09/2017	54	U.S. Bank PCards	$ 34.00	5610-71130-402260	Galls - PCard
01/09/2017	54	U.S. Bank PCards	$ 78.49	1500-21200-402260	Galls - PCard
01/09/2017	54	U.S. Bank PCards	$ 282.26	1500-21120-402260	Galls - PCard
01/09/2017	54	U.S. Bank PCards	$ 232.00	1500-21120-402260	Galls - PCard
01/09/2017	54	U.S. Bank PCards	$ 253.39	1500-21120-402260	Galls - PCard
01/09/2017	54	U.S. Bank PCards	$ 204.39	1500-21120-402260	Galls - PCard
01/09/2017	54	U.S. Bank PCards	$ 953.79	1500-21120-402260	Galls - PCard
01/09/2017	54	U.S. Bank PCards	$ 247.91	1500-21120-402261	Galls - PCard
01/09/2017	54	U.S. Bank PCards	$ 593.40	1500-21120-402260	Galls - PCard
01/09/2017	54	U.S. Bank PCards	$ 457.20	1500-21120-402260	Galls - PCard
01/09/2017	54	U.S. Bank PCards	$ 341.12	1500-21120-402260	Galls - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,044.93	1500-21120-402260	Galls - PCard
01/09/2017	54	U.S. Bank PCards	$ 1,321.00	1500-21120-402260	Galls - PCard
01/09/2017	54	U.S. Bank PCards	$ 261.96	1500-21120-402260	Galls - PCard
01/09/2017	54	U.S. Bank PCards	$ 90.20	5610-71150-402320	Generator & Starter Shop - PCard
01/09/2017	54	U.S. Bank PCards	$ 40.00	0100-15120-403824	Government Finance - PCard
01/09/2017	54	U.S. Bank PCards	$ 550.00	0100-15120-403530	Government Finance - PCard
01/09/2017	54	U.S. Bank PCards	$ 106.64	5610-71130-403650	Graybar Electric - PCard
01/09/2017	54	U.S. Bank PCards	$ 108.00	6500-15660-402360	Graybar Electric - PCard
01/09/2017	54	U.S. Bank PCards	$ 41.40	6500-15660-402360	Graybar Electric - PCard
01/09/2017	54	U.S. Bank PCards	$ 55.20	6500-15660-402360	Graybar Electric - PCard

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01/09/2017	54	U.S. Bank PCards	$ 51.20	5020-74000-402220	Hach Company - PCard
01/09/2017	54	U.S. Bank PCards	$ 51.19	5120-84000-402223	Hach Company - PCard
01/09/2017	54	U.S. Bank PCards	$ 327.89	5020-74000-402220	Hach Company - PCard
01/09/2017	54	U.S. Bank PCards	$ 2,035.54	5020-74000-402220	Hach Company - PCard
01/09/2017	54	U.S. Bank PCards	$ 95.00	1500-21110-403170	Hansers Wrecker & Salvage - PCard
01/09/2017	54	U.S. Bank PCards	$ 95.00	1500-21110-403170	Hansers Wrecker Company - PCard
01/09/2017	54	U.S. Bank PCards	$ 59.80	1500-22260-402240	Hanson Chemical - PCard
01/09/2017	54	U.S. Bank PCards	$ 136.80	1500-22260-402240	Hanson Chemical - PCard
01/09/2017	54	U.S. Bank PCards	$ 272.82	1500-22260-402240	Hanson Chemical - PCard
01/09/2017	54	U.S. Bank PCards	$ 121.18	1500-22260-402450	Hanson Chemical - PCard
01/09/2017	54	U.S. Bank PCards	$ 273.84	1500-22260-402240	Hanson Chemical - PCard
01/09/2017	54	U.S. Bank PCards	$ 29.20	1500-22260-402240	Hanson Chemical - PCard
01/09/2017	54	U.S. Bank PCards	$ 207.85	1500-22260-402240	Hanson Chemical - PCard
01/09/2017	54	U.S. Bank PCards	$ 23.24	1500-22260-402240	Hanson Chemical - PCard
01/09/2017	54	U.S. Bank PCards	$ 140.68	6500-15660-402240	Hanson Chemical - PCard
01/09/2017	54	U.S. Bank PCards	$ 278.85	2600-55120-402240	Hanson Chemical - PCard
01/09/2017	54	U.S. Bank PCards	$ 540.64	2600-55120-402240	Hanson Chemical - PCard
01/09/2017	54	U.S. Bank PCards	$ 10.50	0100-51270-402450	Hanson Chemical - PCard
01/09/2017	54	U.S. Bank PCards	$ 14.75	0100-51270-402450	Hanson Chemical - PCard
01/09/2017	54	U.S. Bank PCards	$ 268.14	0100-51270-402450	Hanson Chemical - PCard
01/09/2017	54	U.S. Bank PCards	$ 28.00	0100-51270-402450	Hanson Chemical - PCard
01/09/2017	54	U.S. Bank PCards	$ 100.00	1500-21110-403170	Uhi*U-Haul-Fish-On-A-Fe # - PCard
01/09/2017	800907	Airbus DS Communications Inc	$ 77,190.00	2250-22320-403553	ANNUAL MAINT
01/09/2017	800907	Airbus DS Communications Inc	$ 180,110.00	6070-22350-403582	ANNUAL MAINT
01/09/2017	800912	Alta Planning & Design Inc	$ 6,894.20	2400-43010-407214	Billings MT Bikeway and Trail Master Plan Update
01/09/2017	800916	Archie Cochrane	$ 25,263.00	0100-51120-408210	1 new current model 2017 full size 1/2-ton 2 wheel
01/09/2017	800918	Armscor Cartridge Incorporated	$ 1,125.00	1500-21120-402261	Invoice 6986, 22 LR-36gr High Velocity JHP Ammo
01/09/2017	800918	Armscor Cartridge Incorporated	$ 9,968.75	2500-21350-402120	223 Rem-55gr FMJ New, Ammo
01/09/2017	800920	Big Sky Linen & Uniform	$ 318.51	5020-73120-402260	Uniforms for Dec 2016
01/09/2017	800920	Big Sky Linen & Uniform	$ 49.89	5020-73140-402260	Uniforms for Dec 2016
01/09/2017	800920	Big Sky Linen & Uniform	$ 979.85	5020-74000-402260	Uniforms for Dec 2016
01/09/2017	800920	Big Sky Linen & Uniform	$ 466.65	5020-75000-402260	Uniforms for Dec 2016
01/09/2017	800920	Big Sky Linen & Uniform	$ 15.35	5120-83140-402260	Uniforms for Dec 2016
01/09/2017	800920	Big Sky Linen & Uniform	$ 447.00	5120-84000-402260	Uniforms for Dec 2016
01/09/2017	800920	Big Sky Linen & Uniform	$ 290.10	5120-84000-402260	Uniforms for Dec 2016
01/09/2017	800920	Big Sky Linen & Uniform	$ 311.10	5120-85000-402260	Uniforms for Dec 2016
01/09/2017	800928	Bobcat Of Big Sky, Inc.	$ 98.24	5210-15220-402320	53176
01/09/2017	800928	Bobcat Of Big Sky, Inc.	$ 149.09	5210-15220-402320	53177
01/09/2017	800928	Bobcat Of Big Sky, Inc.	$ 20.56	5210-15220-402320	53177
01/09/2017	800928	Bobcat Of Big Sky, Inc.	$ 222.58	5210-15220-402320	53178

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01/09/2017	800928	Bobcat Of Big Sky, Inc.	$ 500.92	5020-75000-402320	53295
01/09/2017	800928	Bobcat Of Big Sky, Inc.	$ 287.39	5210-15220-402320	53334
01/09/2017	800928	Bobcat Of Big Sky, Inc.	$ 59.60	5210-15220-402320	53334
01/09/2017	800928	Bobcat Of Big Sky, Inc.	$ 131.25	5210-15220-402320	53401
01/09/2017	800928	Bobcat Of Big Sky, Inc.	$ 2,250.00	5120-85000-402320	NONSTOCKING ITEMS-P.U.D.
01/09/2017	800929	Boulder Blimp Company Inc	$ 3,497.50	2190-22500-402280	STD INFLATABLE FIRE SAFETY HOUSE
01/09/2017	800929	Boulder Blimp Company Inc	$ 187.50	2190-22500-402280	ESTIMATED SHIPPING
01/09/2017	800929	Boulder Blimp Company Inc	$ 230.00	2190-22500-402280	SECOND BLOWER ADDED AT ORDER
01/09/2017	800938	Cmg Construction, Inc.	$ 62,803.70	1990-15050-409310	WO 15-7 Orchard Lane Reconstruction
01/09/2017	800938	Cmg Construction, Inc.	$ 55,019.17	2050-31310-409310	WO 15-7 Orchard Lane Reconstruction
01/09/2017	800946	DC Frost Associates Inc	$ 3,536.71	5120-84000-402450	uv lamps
01/09/2017	800946	DC Frost Associates Inc	$ 3,485.48	5120-84000-402450	UV Lamps
01/09/2017	800970	HDR, Inc.	$ 17,348.07	5030-74910-409390	WO 15-10 WTP Chemical Building/Disinfection
01/09/2017	800970	HDR, Inc.	$ 1,020.99	2010-15070-409310	WO 16-21 Exposition Drive Pedestrian Crossing
01/09/2017	800974	Iaff	$ 4,640.90	9000-00000-209920	Payroll Summary
01/09/2017	800978	John's Home & Yard Service	$ 355.00	6500-15660-403990	Invoice #94086
01/09/2017	800978	John's Home & Yard Service	$ 355.00	6500-15660-403990	Invoice #94182
01/09/2017	800978	John's Home & Yard Service	$ 355.00	6500-15660-403990	Invoice #94310
01/09/2017	800978	John's Home & Yard Service	$ 160.00	6500-15660-403990	Invoice #94393
01/09/2017	800978	John's Home & Yard Service	$ 355.00	6500-15660-403990	Invoice #94431
01/09/2017	800978	John's Home & Yard Service	$ 355.00	6500-15660-403990	Invoice #94525
01/09/2017	800978	John's Home & Yard Service	$ 355.00	6500-15660-403990	Invoice #94682
01/09/2017	800978	John's Home & Yard Service	$ 355.00	6500-15660-403990	Invoice #94813
01/09/2017	800978	John's Home & Yard Service	$ 355.00	6500-15660-403990	Invoice #94889
01/09/2017	800978	John's Home & Yard Service	$ 595.00	6500-15660-403990	Invoice #94929
01/09/2017	800978	John's Home & Yard Service	$ 230.00	6500-15660-403990	Invoice #95017
01/09/2017	800978	John's Home & Yard Service	$ 355.00	6500-15660-403990	Invoice #95212
01/09/2017	800979	Kaiser	$ 4,246.50	1500-21400-403810	75% Fall Tuition reimbursement.
01/09/2017	800985	L N Curtis	$ 3,000.00	1500-22290-402490	HMLVPGIS TFT, TASK FORCE TIP, 1.5" NH
01/09/2017	800985	L N Curtis	$ 28.41	1500-22290-402490	SHIPPING
01/09/2017	800985	L N Curtis	$ 1,060.00	1500-22290-402490	281A25N25 RH, RED HEAD BRASS, 2.5" NHF
01/09/2017	800989	MES-NW	$ 8,463.00	1500-22290-402640	BEN LOW RIDER HELMETS W/NFPA EZ FLIPS
01/09/2017	800989	MES-NW	$ 294.38	1500-22210-403110	SHIPPING/FREIGHT
01/09/2017	800992	Montana CSED	$ 4,018.51	9000-00000-209926	Payroll Summary
01/09/2017	800993	Montana Dakota Utilities CNG	$ 6,228.19	6010-00000-141000	011217 PO NUM 302149
01/09/2017	800995	Montana Department Of Administration	$ 3,000.00	0100-15120-403530	FY 2016 CAFR State filing fee
01/09/2017	800996	Montana Department Of Environmental Quality	$ 9,860.00	5130-84910-409390	WO 14-11 Water Reclamation Facility Nutrient
01/09/2017	800999	Montana State Fireman's Assoc	$ 3,667.08	9000-00000-209924	Payroll Summary
01/09/2017	801001	Morrison Maierle Inc	$ 44,837.37	5130-85910-409340	WO1601 2016 Water/Sewer Replc; Sch 2 Sanitary
01/09/2017	801004	MPERA	$ 1,446.80	9000-00000-209949	Kaiser, Kodi

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01/09/2017	801004	MPERA	$ 1,078.38	9000-00000-209959	Nugent, Steven
01/09/2017	801005	MPPA Montana Police Protective Association	$ 2,524.02	9000-00000-209923	Payroll Summary
01/09/2017	801008	NeighborWorks Montana	$ 57,926.36	2840-65810-407279	Reimbursement #2 for Neighborworks MT Riverfront
01/09/2017	801011	NorthWestern Energy	$ 30,662.16	5610-71120-403410	0100482-9. Airport Vault Main. December 2017
01/09/2017	801011	NorthWestern Energy	$ 111.23	5610-71130-403410	0712533-9. Airport Entrance. December 2016
01/09/2017	801011	NorthWestern Energy	$ 236.80	5610-71130-403410	0712535-4. Employee Parking. December 2016
01/09/2017	801011	NorthWestern Energy	$ 35.43	5610-71130-403410	0712791-3. Gate 16. December 2016
01/09/2017	801011	NorthWestern Energy	$ 40.31	5610-71130-403410	0712795-4. Gate 17. December 2016
01/09/2017	801011	NorthWestern Energy	$ 30.65	5610-71130-403410	0712797-0. Gate 9. December 2016
01/09/2017	801011	NorthWestern Energy	$ 14.34	5610-71130-403410	0712813-5. Burn Pit. December 2016
01/09/2017	801011	NorthWestern Energy	$ 36.62	5610-71130-403410	0719759-3. Gate 12. December 2016
01/09/2017	801011	NorthWestern Energy	$ 29.82	5610-71130-403410	0719760-1. Gate 14. December 2016
01/09/2017	801011	NorthWestern Energy	$ 33.87	5610-71130-403410	0719761-9. Gate 15. December 2016
01/09/2017	801011	NorthWestern Energy	$ 37.68	5610-71130-403410	0719762-7. Gate 13. December 2016
01/09/2017	801011	NorthWestern Energy	$ 29.12	5610-71130-403410	0720296-3. Gate 29. December 2016
01/09/2017	801011	NorthWestern Energy	$ 33.92	5610-71130-403410	2114868-9. Runway Weather System. December
01/09/2017	801011	NorthWestern Energy	$ 10.77	5610-71170-403410	0712805-1. IP-10. December 2016
01/09/2017	801011	NorthWestern Energy	$ 138.58	0100-51410-403410	0712539-6
01/09/2017	801011	NorthWestern Energy	$ 155.99	0100-51260-403410	0720841-6
01/09/2017	801011	NorthWestern Energy	$ 11.09	5020-74000-403410	0722249-0
01/09/2017	801011	NorthWestern Energy	$ 7.67	0100-51120-403410	0722253-2
01/09/2017	801011	NorthWestern Energy	$ 216.54	0100-51120-403410	0722256-5
01/09/2017	801011	NorthWestern Energy	$ 9.75	0100-51120-403410	0722258-1
01/09/2017	801011	NorthWestern Energy	$ -	0100-51120-403410	0723039-4
01/09/2017	801011	NorthWestern Energy	$ -	8720-51980-403410	0723879-3
01/09/2017	801011	NorthWestern Energy	$ -	8720-51980-403410	1396192-5
01/09/2017	801011	NorthWestern Energy	$ -	8720-51980-403410	1513796-1
01/09/2017	801011	NorthWestern Energy	$ 8.86	2110-31320-403410	2047011-8
01/09/2017	801011	NorthWestern Energy	$ 8.50	2110-31320-403410	2047013-4
01/09/2017	801011	NorthWestern Energy	$ 8.50	2110-31320-403410	2047017-5
01/09/2017	801011	NorthWestern Energy	$ 8.86	2110-31320-403410	2047018-3
01/09/2017	801011	NorthWestern Energy	$ 8.50	2110-31320-403410	2047019-1
01/09/2017	801011	NorthWestern Energy	$ 58.42	0100-51120-403410	3020837-5
01/09/2017	801011	NorthWestern Energy	$ 15.77	2110-31320-403410	1738989-1
01/09/2017	801011	NorthWestern Energy	$ 8.99	0100-51120-403410	1902257-3
01/09/2017	801011	NorthWestern Energy	$ 1.20	8720-51980-403410	2041362-1
01/09/2017	801011	NorthWestern Energy	$ 8.50	2110-31320-403410	2047000-1
01/09/2017	801011	NorthWestern Energy	$ 8.27	2110-31320-403410	2047007-6
01/09/2017	801011	NorthWestern Energy	$ 8.75	2110-31320-403410	2047010-0
01/09/2017	801011	NorthWestern Energy	$ 9.58	8720-51980-403410	1513804-3

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01/09/2017	801011	NorthWestern Energy	$ 8.27	8720-51980-403410	1564209-3
01/09/2017	801011	NorthWestern Energy	$ 23.99	0100-51410-403410	1635289-0
01/09/2017	801011	NorthWestern Energy	$ 0.77	0100-51120-403410	1692666-9
01/09/2017	801011	NorthWestern Energy	$ 24.23	5120-85000-403410	1704025-4
01/09/2017	801011	NorthWestern Energy	$ 29.82	5120-85000-403410	1704030-4
01/09/2017	801011	NorthWestern Energy	$ 7.81	0100-51120-403410	1156527-2
01/09/2017	801011	NorthWestern Energy	$ 7.55	0100-51120-403410	1230066-1
01/09/2017	801011	NorthWestern Energy	$ 0.65	8720-51980-403410	1312707-1
01/09/2017	801011	NorthWestern Energy	$ 1.41	0100-51120-403410	1409394-2
01/09/2017	801011	NorthWestern Energy	$ 11.49	8720-51980-403410	1513800-1
01/09/2017	801011	NorthWestern Energy	$ 35.90	8720-51980-403410	1513802-7
01/09/2017	801011	NorthWestern Energy	$ 8.27	8720-51980-403410	0723885-0
01/09/2017	801011	NorthWestern Energy	$ 19.22	0100-51120-403410	0723887-6
01/09/2017	801011	NorthWestern Energy	$ 8.50	0100-51120-403410	0920801-8
01/09/2017	801011	NorthWestern Energy	$ 0.77	8720-51980-403410	0971824-8
01/09/2017	801011	NorthWestern Energy	$ 7.55	0100-51290-403410	0999807-1
01/09/2017	801011	NorthWestern Energy	$ 138.20	6070-22350-403410	1006915-1
01/09/2017	801011	NorthWestern Energy	$ 7.67	8720-51980-403410	0723835-5
01/09/2017	801011	NorthWestern Energy	$ 9.75	8720-51980-403410	0723836-3
01/09/2017	801011	NorthWestern Energy	$ 7.55	8720-51980-403410	0723840-5
01/09/2017	801011	NorthWestern Energy	$ 356.85	5120-85000-403410	0723878-5
01/09/2017	801011	NorthWestern Energy	$ 8.03	8720-51980-403410	0723883-5
01/09/2017	801011	NorthWestern Energy	$ 162.65	0100-51120-403410	0723884-3
01/09/2017	801011	NorthWestern Energy	$ 8.39	8720-51980-403410	0723393-5
01/09/2017	801011	NorthWestern Energy	$ 7.67	8720-51980-403410	0723394-3
01/09/2017	801011	NorthWestern Energy	$ 7.67	8720-51980-403410	0723395-0
01/09/2017	801011	NorthWestern Energy	$ 7.67	8720-51980-403410	0723396-8
01/09/2017	801011	NorthWestern Energy	$ 7.67	8720-51980-403410	0723397-6
01/09/2017	801011	NorthWestern Energy	$ 7.67	8720-51980-403410	0723398-4
01/09/2017	801011	NorthWestern Energy	$ 9.37	8720-51980-403410	0723386-9
01/09/2017	801011	NorthWestern Energy	$ 9.37	8720-51980-403410	0723387-7
01/09/2017	801011	NorthWestern Energy	$ 9.37	8720-51980-403410	0723388-5
01/09/2017	801011	NorthWestern Energy	$ 4.82	0100-51120-403410	0723391-9
01/09/2017	801011	NorthWestern Energy	$ 3.21	8720-51980-403410	0723391-9
01/09/2017	801011	NorthWestern Energy	$ 9.37	8720-51980-403410	0723392-7
01/09/2017	801011	NorthWestern Energy	$ 12.31	0100-51120-403410	0723053-5
01/09/2017	801011	NorthWestern Energy	$ 19.22	0100-51120-403410	0723064-2
01/09/2017	801011	NorthWestern Energy	$ 19.22	0100-51120-403410	0723065-9
01/09/2017	801011	NorthWestern Energy	$ 92.61	5120-85000-403410	0723383-6
01/09/2017	801011	NorthWestern Energy	$ 7.67	8720-51980-403410	0723384-4

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01/09/2017	801011	NorthWestern Energy	$ 9.37	8720-51980-403410	0723385-1
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01/09/2017	801011	NorthWestern Energy	$ 213.03	0100-51120-403410	0722995-8
01/09/2017	801011	NorthWestern Energy	$ 81.77	0100-51120-403410	0723005-5
01/09/2017	801011	NorthWestern Energy	$ 7.67	0100-51120-403410	0723025-3
01/09/2017	801011	NorthWestern Energy	$ 7.55	0100-51120-403410	0723046-9
01/09/2017	801011	NorthWestern Energy	$ 7.55	0100-51120-403410	0723049-3
01/09/2017	801011	NorthWestern Energy	$ 7.67	0100-51120-403410	0722283-9
01/09/2017	801011	NorthWestern Energy	$ 7.67	0100-51120-403410	0722284-7
01/09/2017	801011	NorthWestern Energy	$ 16.60	0100-51120-403410	0722808-3
01/09/2017	801011	NorthWestern Energy	$ 10.05	0100-51120-403410	0722852-1
01/09/2017	801011	NorthWestern Energy	$ 9.75	0100-51120-403410	0722862-0
01/09/2017	801011	NorthWestern Energy	$ 77.95	0100-51120-403410	0722901-6
01/09/2017	801011	NorthWestern Energy	$ 108.45	0100-51120-403410	0722275-5
01/09/2017	801011	NorthWestern Energy	$ 38.69	0100-51120-403410	0722277-1
01/09/2017	801011	NorthWestern Energy	$ 31.78	0100-51120-403410	0722278-9
01/09/2017	801011	NorthWestern Energy	$ 16.60	0100-51120-403410	0722279-7
01/09/2017	801011	NorthWestern Energy	$ 7.67	0100-51120-403410	0722280-5
01/09/2017	801011	NorthWestern Energy	$ 7.67	0100-51120-403410	0722281-3
01/09/2017	801011	NorthWestern Energy	$ 16.38	0100-51120-403410	0722259-9
01/09/2017	801011	NorthWestern Energy	$ 2,563.42	5020-74000-403410	0722270-6
01/09/2017	801011	NorthWestern Energy	$ 9.56	0100-51120-403410	0722272-2
01/09/2017	801011	NorthWestern Energy	$ 6.37	8720-51980-403410	0722272-2
01/09/2017	801011	NorthWestern Energy	$ 129.06	0100-51120-403410	0722273-0
01/09/2017	801011	NorthWestern Energy	$ 13.12	0100-51120-403410	0722274-8
01/09/2017	801011	NorthWestern Energy	$ 410.25	1500-22210-403410	0100477-9: FIRE 6 (HEIGHTS) STATION
01/09/2017	801011	NorthWestern Energy	$ 47.47	1500-22210-403410	0712532-1
01/09/2017	801011	NorthWestern Energy	$ 8.02	2110-31320-403410	0855404-0
01/09/2017	801011	NorthWestern Energy	$ 17.57	0100-51120-403410	0978917-3
01/09/2017	801011	NorthWestern Energy	$ 58.55	2110-31320-403410	1045820-6
01/09/2017	801011	NorthWestern Energy	$ 7.55	5020-74000-403410	1160807-2
01/09/2017	801011	NorthWestern Energy	$ 1,195.49	1500-21710-403410	1183483-5
01/09/2017	801011	NorthWestern Energy	$ 7.55	0100-51120-403410	1242222-6
01/09/2017	801011	NorthWestern Energy	$ 8.41	5020-74000-403410	1346673-5
01/09/2017	801011	NorthWestern Energy	$ 8.62	8720-51980-403410	1514388-6
01/09/2017	801011	NorthWestern Energy	$ 7.55	0100-51120-403410	1588262-4
01/09/2017	801011	NorthWestern Energy	$ 7.55	5020-74000-403410	1867265-9
01/09/2017	801011	NorthWestern Energy	$ 23.52	0100-51120-403410	1941243-6
01/09/2017	801011	NorthWestern Energy	$ 7.55	0100-51120-403958	3178260-0
01/09/2017	801018	ProDIGIQ Inc	$ 7,680.00	5610-71120-403660	FY2017 MUFIDS Maintenance Agreement

Check Date	Check	Name	Amount	Account	Item Desc
01/09/2017	801019	Public Utilities	$ 9.67	8720-51980-403420	136098
01/09/2017	801019	Public Utilities	$ 6,628.14	5610-71100-403420	136516
01/09/2017	801019	Public Utilities	$ 318.48	6500-15660-403420	158260
01/09/2017	801019	Public Utilities	$ 9.67	5120-85000-403420	180645
01/09/2017	801019	Public Utilities	$ 91.73	0100-51120-403420	137793
01/09/2017	801020	Qwest	$ 45.23	5610-71190-403450	Bill Date Dec 28, 2016. QTA Phone
01/09/2017	801020	Qwest	$ 36.56	5610-71120-403450	Qwest 406-245-1044 Airport Terminal Power M
01/09/2017	801020	Qwest	$ 106.32	5410-31230-403450	Qwest 406-245-9820 Solid Waste Landfil
01/09/2017	801020	Qwest	$ 36.56	2110-31320-403450	Qwest 406-245-9906 PW Traffic Signal 4th 27
01/09/2017	801020	Qwest	$ 98.20	5610-71120-403450	Qwest 406-252-9412 Airport
01/09/2017	801020	Qwest	$ 50.49	5710-71410-403450	Qwest 406-254-7038 MET Transit
01/09/2017	801020	Qwest	$ 7,307.95	2250-22320-403450	Qwest 406-255-9700 E911
01/09/2017	801020	Qwest	$ 49.10	1500-22250-403450	Qwest 406-655-0728 Fire Maintenance Shop
01/09/2017	801020	Qwest	$ 36.56	0100-51120-403450	Qwest 406-657-3014 Parks 3890 Stillwater
01/09/2017	801020	Qwest	$ 2,693.70	6060-19310-403450	Qwest 406-657-8377 Main System Centrex
01/09/2017	801020	Qwest	$ 81.01	6060-19310-403450	Qwest 406-248-9124 Met Measured Lines
01/09/2017	801020	Qwest	$ 114.87	6060-19310-403450	Qwest 406-657-3009 PUD Measured Lines
01/09/2017	801020	Qwest	$ 36.60	1500-21110-403450	Qwest 406-245-6600 Crime Prevention Alarm
01/09/2017	801020	Qwest	$ 36.62	5210-15920-403450	Qwest 406-657-3054 Park 1 Elevator Phone
01/09/2017	801020	Qwest	$ 78.31	6060-19310-403450	Qwest 406-252-3774 BOC Measured Lines
01/09/2017	801020	Qwest	$ 37.20	6200-19110-403450	Qwest 406-245-4437 Kenco Security Alarm
01/09/2017	801020	Qwest	$ 37.59	1500-22210-403450	Qwest 406-245-1743 Fire Elevator
01/09/2017	801020	Qwest	$ 0.50	2250-22320-403450	Qwest 406-255-9702 E911 Backup Line 4 Call
01/09/2017	801024	Sanderson Stewart	$ 2,461.28	8450-31860-409310	WO 09-12 Inner Belt Loop - Alternate Route
01/09/2017	801024	Sanderson Stewart	$ 1,963.91	8450-31860-409310	WO 09-12 Inner Belt Loop - Alternate Route
01/09/2017	801028	Springsted	$ 1,395.00	8810-15710-403590	1061.999-16 Arbitrage calculations
01/09/2017	801028	Springsted	$ 465.00	8810-15710-403590	061.999-16 Arbitrage calculations, pooled special
01/09/2017	801028	Springsted	$ 1,240.00	8810-15710-403590	1061.999-16 Arbitrage calculations, pooled special
01/09/2017	801034	Town & Country Supply Association	$ 12,127.97	6010-00000-141000	220287 PO NUM 302150
01/09/2017	801034	Town & Country Supply Association	$ 12,960.97	6010-00000-141000	241951 PO NUM 302132
01/09/2017	801034	Town & Country Supply Association	$ 537.40	1500-22260-402310	242041: FIRE1 - UNLEADED DELIVERED 1/4/2017
01/09/2017	801034	Town & Country Supply Association	$ 484.76	1500-22260-402310	242041: FIRE 5 & 6 DIESEL DYED #2 (BLENDED)
01/09/2017	801034	Town & Country Supply Association	$ 585.17	1500-22260-402310	242041: FIRE 5 & 6 DIESEL DYED #1 (BLENDED)
01/09/2017	801034	Town & Country Supply Association	$ 6,941.51	5610-71130-402310	Invoice #241847. Diesel for Operations
01/09/2017	801039	Twin Eagle Consulting LLC	$ 2,481.14	5020-74000-402360	Replacement Radio Duplex masters
01/09/2017	801039	Twin Eagle Consulting LLC	$ 2,481.14	5120-84000-402360	Replacement Radio Duplex masters
01/09/2017	801052	Yellowstone County GIS	$ 27,500.00	2250-22320-403590	GIS SERVICES FOR 911 CENTER 2017

Consent **1. R. 2.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Payment of Claims January 17, 2017

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of $1,447,254.27 have been audited and are presented for City Council payment approval. A complete listing of the claims dated January 17, 2017, is available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

councilmemo_1.17.2017

Check Date	Check	Name	Amount	Account	Item Desc
01/17/2017	801055	1111 Entertainment LLP	$ 35,000.00	2030-15130-407968	1111 Entertainment TIF assistance/reimbursement
01/17/2017	801056	360 Office Solutions Inc	$ 147.96	2110-31320-402190	ink cartridges
01/17/2017	801056	360 Office Solutions Inc	$ 2,232.00	5020-73140-402450	INV 42491-0
01/17/2017	801056	360 Office Solutions Inc	$ 744.00	5120-83140-402450	INV 42491-0
01/17/2017	801056	360 Office Solutions Inc	$ 1,077.00	5020-73140-402450	INV 35589-0
01/17/2017	801056	360 Office Solutions Inc	$ 359.00	5120-83140-402450	INV 35589-0
01/17/2017	801056	360 Office Solutions Inc	$ 72.76	5120-84000-402410	INV #983800-0
01/17/2017	801056	360 Office Solutions Inc	$ 8.69	5020-73120-402190	INV #47643-0
01/17/2017	801056	360 Office Solutions Inc	$ 49.63	5020-73110-402190	IVN #55486-0
01/17/2017	801056	360 Office Solutions Inc	$ 33.08	5120-83110-402190	IVN #55486-0
01/17/2017	801056	360 Office Solutions Inc	$ 431.81	5020-73110-402120	INV #51366-0
01/17/2017	801056	360 Office Solutions Inc	$ 287.87	5120-83110-402120	INV #51366-0
01/17/2017	801056	360 Office Solutions Inc	$ 106.80	5020-73110-402120	INV #68168-0
01/17/2017	801056	360 Office Solutions Inc	$ 71.20	5120-83110-402120	INV #68168-0
01/17/2017	801057	A & I Distributors	$ 286.71	5610-71130-402310	Invoice #2904698. Transmission fluid for Operations
01/17/2017	801057	A & I Distributors	$ 286.71	5610-71130-402310	Invoice #2904853. ATF Stock
01/17/2017	801057	A & I Distributors	$ 1,179.22	5410-31230-402310	Oil for the Landfill equipment
01/17/2017	801057	A & I Distributors	$ 741.35	5610-71130-402310	Invoice #2895706. Equipment Oil
01/17/2017	801057	A & I Distributors	$ 128.41	6010-00000-141000	2896243 PO NUM 301632
01/17/2017	801057	A & I Distributors	$ 2,308.35	6010-00000-141000	2898554 PO NUM 301632
01/17/2017	801057	A & I Distributors	$ 60.48	6010-00000-141000	2900367 PO NUM 301632
01/17/2017	801057	A & I Distributors	$ 263.08	6010-00000-141000	2901441 PO NUM 301632
01/17/2017	801057	A & I Distributors	$ 768.90	5710-00000-141714	BUS MET PO NUM 301632
01/17/2017	801057	A & I Distributors	$ 92.95	5710-71440-402320	AUTO &TRUCK MAINT.ITEMS
01/17/2017	801057	A & I Distributors	$ 161.64	5410-31230-402310	Grease for the Landfill equipment
01/17/2017	801057	A & I Distributors	$ 1,113.45	5410-31230-402310	Grease and Oil for Landfill equipment
01/17/2017	801057	A & I Distributors	$ 39.81	1500-21120-402320	2902113
01/17/2017	801057	A & I Distributors	$ 39.81	2110-31320-402320	2902113
01/17/2017	801057	A & I Distributors	$ 40.36	5410-31220-402320	2902113
01/17/2017	801057	A & I Distributors	$ 278.85	2110-31320-402320	2903084
01/17/2017	801057	A & I Distributors	$ (774.95)	5610-71130-402310	Invoice (CM) 2905834. Wrong Material. Returned
01/17/2017	801057	A & I Distributors	$ 229.20	6010-15530-402650	2899592
01/17/2017	801057	A & I Distributors	$ 58.85	6010-15530-402650	2899592
01/17/2017	801057	A & I Distributors	$ 185.90	2110-31320-402320	2897650
01/17/2017	801057	A & I Distributors	$ 20.96	6010-15530-402650	2897768
01/17/2017	801057	A & I Distributors	$ 2,243.60	6010-00000-141000	2902113 PO NUM 301632
01/17/2017	801057	A & I Distributors	$ 30.65	6010-00000-141000	2902113 PO NUM 301632
01/17/2017	801057	A & I Distributors	$ 1,725.80	5410-31220-402310	Oil for the garbage trucks
01/17/2017	801058	A-1 Landscaping & Nursery	$ 3,625.00	4280-65900-403660	A-1 landscaping invoice for S. 27th street
01/17/2017	801058	A-1 Landscaping & Nursery	$ 500.00	4280-65900-403660	A-1 landscaping invoice for S. 27th street

Check Date	Check	Name	Amount	Account	Item Desc
01/17/2017	801058	A-1 Landscaping & Nursery	$ 170.00	2600-55120-403660	Snow removal
01/17/2017	801058	A-1 Landscaping & Nursery	$ 1,105.00	2600-55120-403660	Snow removal
01/17/2017	801064	Alta Planning & Design Inc	$ 9,820.95	2400-43010-407214	Billings MT Bikeway and Trail Master Plan Update
01/17/2017	801070	Archie Cochrane	$ 101.04	5710-71470-402320	AUTO &TRUCK MAINT.ITEMS
01/17/2017	801070	Archie Cochrane	$ 2,567.78	6300-17530-407310	Inv. 841022 Repairs to Patrol Car 1588
01/17/2017	801079	Billings Bench Water Assn	$ 235.00	0100-51120-403420	Bench water assessment for Uinta.
01/17/2017	801079	Billings Bench Water Assn	$ 3,016.00	0100-51120-403420	Bench water assessment for general fund parks.
01/17/2017	801081	Billings Clinic	$ 600.00	1500-21200-407910	SANE 2016096
01/17/2017	801081	Billings Clinic	$ 600.00	1500-21200-407910	SANE 2016104
01/17/2017	801081	Billings Clinic	$ 600.00	1500-21200-407910	SANE 2016108
01/17/2017	801081	Billings Clinic	$ 600.00	1500-21200-407910	SANE 2016105
01/17/2017	801081	Billings Clinic	$ 600.00	1500-21200-407910	SANE 2016093
01/17/2017	801081	Billings Clinic	$ 600.00	1500-21200-407910	SANE 2016102
01/17/2017	801081	Billings Clinic	$ 600.00	1500-21200-407910	SANE 2016095
01/17/2017	801081	Billings Clinic	$ 600.00	1500-21200-407910	SANE 2016074
01/17/2017	801081	Billings Clinic	$ 270.00	1500-22240-403350	12532: PALS PROVIDER COURSE CARDS
01/17/2017	801082	Billings Community Cable	$ 25,000.00	0100-14110-407266	January 2017 Quarterly Disbursement
01/17/2017	801082	Billings Community Cable	$ 200.00	0100-14110-407265	City Council Work Session Live Broadcasts
01/17/2017	801086	Bison Motor Company	$ 27,329.36	5410-31220-409420	New pickup per ERP- 2017 3/4 ton 4 wheel drive
01/17/2017	801086	Bison Motor Company	$ 27,329.36	5410-31220-409420	New Pickup to replace unit 0024 2017 3/4 ton 4 X 4
01/17/2017	801090	C & L Service Inc	$ 29,591.10	5410-31220-403590	Labor and materials to add electrical items to 8
01/17/2017	801095	Civicplus	$ 248.75	6200-19110-403552	3rd Quarterly CivicSend IT
01/17/2017	801095	Civicplus	$ 248.75	5610-71100-403961	3rd Quarterly CivicSend Airport
01/17/2017	801095	Civicplus	$ 5,302.04	6200-19110-403552	3rd Quarterly Hosting & Support Fees
01/17/2017	801105	Dept Of Natural Resources	$ 150.00	5020-74000-403590	Right of way for Yellowstone River
01/17/2017	801105	Dept Of Natural Resources	$ 5,990.40	0100-51120-405320	Trust land assessment for Riverfront Park land.
01/17/2017	801106	Desert Mountain Corporation	$ 4,399.71	2110-31320-404721	ice slicer used to melt snow
01/17/2017	801106	Desert Mountain Corporation	$ 3,975.36	2110-31320-404721	ice slicer for melting snow
01/17/2017	801106	Desert Mountain Corporation	$ 3,116.82	2110-31320-404721	ice slicer used to melt snow
01/17/2017	801106	Desert Mountain Corporation	$ 3,549.78	2110-31320-404721	ice slicer used to melt snow
01/17/2017	801108	DOWL	$ 65,069.95	5030-75910-409340	WO 17-01 2017 Water & Sewer Project-Sch 1
01/17/2017	801108	DOWL	$ 65.00	1990-15050-409310	WO 15-07 Orchard Lane
01/17/2017	801108	DOWL	$ 24,985.00	8400-31840-409310	WO 16-14 West Billings Stormwater Development
01/17/2017	801108	DOWL	$ 15,371.46	8450-31860-409310	WO 16-05 Central Ave - Shiloh to 32nd St W
01/17/2017	801113	Ebms	$ (10.00)	6270-17520-403511	January 2017 Fee Breakdown
01/17/2017	801113	Ebms	$ 25,335.35	6270-17520-403512	January 2017 Fee Breakdown
01/17/2017	801113	Ebms	$ 50,882.00	6270-17520-403515	January 2017 Fee Breakdown
01/17/2017	801113	Ebms	$ 686.00	6270-17520-403517	January 2017 Fee Breakdown
01/17/2017	801113	Ebms	$ 1,684.50	6270-17520-403519	January 2017 Fee Breakdown
01/17/2017	801113	Ebms	$ 4,254.55	6270-17520-405161	January 2017 Fee Breakdown

Check Date	Check	Name	Amount	Account	Item Desc
01/17/2017	801115	Electric Lightwave	$ 39.49	5610-71130-403450	Airport 2948370 Airport Alarm
01/17/2017	801115	Electric Lightwave	$ 4,096.21	6060-19310-403450	Main Bill New Account # 330046
01/17/2017	801115	Electric Lightwave	$ 235.61	6060-19310-403450	Main Bill T-1 New Account #330047
01/17/2017	801115	Electric Lightwave	$ 39.00	1500-21110-403450	CPC line 247-8592 New Account # 330183
01/17/2017	801115	Electric Lightwave	$ 46.00	0100-51120-403450	Dehler Park line 867-7275
01/17/2017	801115	Electric Lightwave	$ 79.95	6200-19110-403452	IT Internet Connection New Account # 330046
01/17/2017	801115	Electric Lightwave	$ 39.00	2920-65010-403450	Community Development Services
01/17/2017	801115	Electric Lightwave	$ 39.00	2090-44510-403450	Building FAX 406-657-8252
01/17/2017	801115	Electric Lightwave	$ 39.00	2400-43010-403450	Planning FAX 406-657-8327
01/17/2017	801121	Firemaster Mountain Region	$ 2,639.78	5210-15920-402450	Park Two Garage.
01/17/2017	801126	Galles Filter Service	$ 160.24	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 302125
01/17/2017	801126	Galles Filter Service	$ 225.32	5410-31230-402320	Parts for Landfill equipment
01/17/2017	801126	Galles Filter Service	$ 320.25	5710-00000-141714	BUS MET PO NUM 301636
01/17/2017	801126	Galles Filter Service	$ 48.49	5710-00000-141714	BUS MET PO NUM 301636
01/17/2017	801126	Galles Filter Service	$ 119.78	6010-00000-141000	P-65776-01 PO NUM 301636
01/17/2017	801126	Galles Filter Service	$ 64.79	6010-00000-141000	P-65824-01 PO NUM 301636
01/17/2017	801126	Galles Filter Service	$ 85.26	6010-00000-141000	P-65891-01 PO NUM 301636
01/17/2017	801126	Galles Filter Service	$ 287.73	5410-31230-402320	Filters for Landfill equipment
01/17/2017	801126	Galles Filter Service	$ 250.21	5410-31230-402320	Filters for Landfill Equipment
01/17/2017	801126	Galles Filter Service	$ 42.54	2110-31320-402320	P-65775-01
01/17/2017	801126	Galles Filter Service	$ 357.58	5410-31230-402320	Filters for Landfill equipment
01/17/2017	801126	Galles Filter Service	$ 191.74	5710-00000-141714	BUS MET PO NUM 301636
01/17/2017	801126	Galles Filter Service	$ 58.90	5710-71440-402320	AUTO &TRUCK MAINT.ITEMS
01/17/2017	801126	Galles Filter Service	$ 258.12	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 301965
01/17/2017	801126	Galles Filter Service	$ 27.52	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 301967
01/17/2017	801126	Galles Filter Service	$ 852.74	5410-31230-402320	Filters for Landfill equipment
01/17/2017	801126	Galles Filter Service	$ 76.84	6010-00000-141000	P-65253-01 PO NUM 301636
01/17/2017	801126	Galles Filter Service	$ 345.61	6010-00000-141000	P-65367-01 PO NUM 301636
01/17/2017	801126	Galles Filter Service	$ 82.51	6010-00000-141000	P-65437-01 PO NUM 301636
01/17/2017	801126	Galles Filter Service	$ 426.81	6010-00000-141000	P-65551-01 PO NUM 301636
01/17/2017	801126	Galles Filter Service	$ 362.13	6010-00000-141000	P-65610-01 PO NUM 301636
01/17/2017	801126	Galles Filter Service	$ 217.08	6010-00000-141000	P-65708-01 PO NUM 301636
01/17/2017	801126	Galles Filter Service	$ 188.52	6010-00000-141000	T-64711 PO NUM 301636
01/17/2017	801126	Galles Filter Service	$ 171.21	6010-00000-141000	T-64765 PO NUM 301636
01/17/2017	801126	Galles Filter Service	$ 12.47	6010-00000-141000	T-64829 PO NUM 301636
01/17/2017	801126	Galles Filter Service	$ 114.14	6010-00000-141000	T-64917 PO NUM 301636
01/17/2017	801126	Galles Filter Service	$ 32.64	6010-00000-141000	T-64971 PO NUM 301636
01/17/2017	801126	Galles Filter Service	$ 64.48	5120-85000-402320	T-64678
01/17/2017	801128	Gillig Corporation	$ 5,424.90	5710-00000-141714	BUS MET PO NUM 302168
01/17/2017	801128	Gillig Corporation	$ 706.52	5710-00000-141714	BUS MET PO NUM 302168

Check Date	Check	Name	Amount	Account	Item Desc
01/17/2017	801128	Gillig Corporation	$ 140.88	5710-00000-141714	BUS MET PO NUM 302168
01/17/2017	801128	Gillig Corporation	$ 157.00	5710-00000-141714	BUS MET PO NUM 302168
01/17/2017	801128	Gillig Corporation	$ 676.98	5710-00000-141714	BUS MET PO NUM 302168
01/17/2017	801128	Gillig Corporation	$ (2,712.45)	5710-00000-141714	BUS MET PO NUM 302168
01/17/2017	801128	Gillig Corporation	$ 534.73	5710-71440-402320	AUTO &TRUCK MAINT.ITEMS
01/17/2017	801128	Gillig Corporation	$ 196.85	5710-71440-402320	AUTO &TRUCK MAINT.ITEMS
01/17/2017	801128	Gillig Corporation	$ 2,754.29	5710-71440-402320	AUTO &TRUCK MAINT.ITEMS
01/17/2017	801128	Gillig Corporation	$ 345.12	5710-71440-402320	AUTO &TRUCK MAINT.ITEMS
01/17/2017	801135	Idexx Distribution Inc.	$ 188.49	5020-74000-402220	WTP TESTING
01/17/2017	801135	Idexx Distribution Inc.	$ 3,283.15	5020-74000-402220	WTP LAB SUPPLIES
01/17/2017	801137	InfoSend Inc	$ 8,149.30	5020-73110-403110	DEC STATEMENTS
01/17/2017	801137	InfoSend Inc	$ 2,139.70	5020-73110-403111	DEC STATEMENTS
01/17/2017	801137	InfoSend Inc	$ 5,432.86	5120-83110-403110	DEC STATEMENTS
01/17/2017	801137	InfoSend Inc	$ 1,426.46	5120-83110-403111	DEC STATEMENTS
01/17/2017	801138	Ingram Library Services Inc.	$ 14.74	2600-55190-403226	96332089
01/17/2017	801138	Ingram Library Services Inc.	$ 44.83	2600-55190-403226	96332090
01/17/2017	801138	Ingram Library Services Inc.	$ 11.97	2600-55190-403227	96332091
01/17/2017	801138	Ingram Library Services Inc.	$ 11.99	2600-55190-403255	96332091
01/17/2017	801138	Ingram Library Services Inc.	$ 15.93	2600-55190-403227	96332092
01/17/2017	801138	Ingram Library Services Inc.	$ 8.37	2600-55190-403227	96332093
01/17/2017	801138	Ingram Library Services Inc.	$ 30.24	2600-55190-403222	96332094
01/17/2017	801138	Ingram Library Services Inc.	$ 55.11	2600-55190-403227	96332094
01/17/2017	801138	Ingram Library Services Inc.	$ 254.65	2600-55190-403226	96332095
01/17/2017	801138	Ingram Library Services Inc.	$ 290.69	2600-55190-403227	96332095
01/17/2017	801138	Ingram Library Services Inc.	$ 14.70	2600-55190-403227	96341393
01/17/2017	801138	Ingram Library Services Inc.	$ 12.88	2600-55190-403227	96341394
01/17/2017	801138	Ingram Library Services Inc.	$ 23.54	2600-55190-403333	96341394
01/17/2017	801138	Ingram Library Services Inc.	$ 147.01	2600-55190-403226	96341395
01/17/2017	801138	Ingram Library Services Inc.	$ 205.53	2600-55190-403227	96341395
01/17/2017	801138	Ingram Library Services Inc.	$ 27.36	2600-55190-403241	96341395
01/17/2017	801138	Ingram Library Services Inc.	$ 23.48	2600-55190-403255	96341395
01/17/2017	801138	Ingram Library Services Inc.	$ 102.71	2600-55190-403226	96341396
01/17/2017	801138	Ingram Library Services Inc.	$ 19.20	2600-55190-403227	96341396
01/17/2017	801138	Ingram Library Services Inc.	$ 23.00	2600-55190-403255	96341396
01/17/2017	801138	Ingram Library Services Inc.	$ 39.65	2600-55190-403226	96355541
01/17/2017	801138	Ingram Library Services Inc.	$ 17.43	2600-55190-403227	96355541
01/17/2017	801138	Ingram Library Services Inc.	$ 4.79	2600-55190-403226	96479703
01/17/2017	801138	Ingram Library Services Inc.	$ 30.06	2600-55190-403333	96479704
01/17/2017	801138	Ingram Library Services Inc.	$ 14.19	2600-55190-403333	96479705
01/17/2017	801138	Ingram Library Services Inc.	$ 146.24	2600-55190-403226	96479706

Check Date	Check	Name	Amount	Account	Item Desc
01/17/2017	801138	Ingram Library Services Inc.	$ 14.97	2600-55190-403227	96479707
01/17/2017	801138	Ingram Library Services Inc.	$ 10.61	2600-55190-403255	96479707
01/17/2017	801138	Ingram Library Services Inc.	$ 41.98	2600-55190-403227	96479708
01/17/2017	801138	Ingram Library Services Inc.	$ 17.70	2600-55190-403227	96479709
01/17/2017	801138	Ingram Library Services Inc.	$ 57.34	2600-55190-403226	96479710
01/17/2017	801138	Ingram Library Services Inc.	$ 2,034.94	2600-55190-403333	96479711
01/17/2017	801138	Ingram Library Services Inc.	$ 207.88	2600-55190-403334	96479711
01/17/2017	801138	Ingram Library Services Inc.	$ 6.02	2600-55190-403222	96479712
01/17/2017	801138	Ingram Library Services Inc.	$ 280.49	2600-55190-403226	96479712
01/17/2017	801138	Ingram Library Services Inc.	$ 277.47	2600-55190-403227	96479712
01/17/2017	801138	Ingram Library Services Inc.	$ 70.12	2600-55190-403241	96479712
01/17/2017	801138	Ingram Library Services Inc.	$ 120.17	2600-55190-403255	96479712
01/17/2017	801138	Ingram Library Services Inc.	$ 17.40	2600-55190-403383	96479712
01/17/2017	801138	Ingram Library Services Inc.	$ 10.02	2600-55190-403333	96479713
01/17/2017	801138	Ingram Library Services Inc.	$ 9.59	2600-55190-403226	96479714
01/17/2017	801138	Ingram Library Services Inc.	$ 235.95	2600-55190-403226	96479715
01/17/2017	801142	J & J Concrete Inc.	$ 7,281.50	2050-00000-201100	WO 16-02 Miscellaneous/Developer
01/17/2017	801142	J & J Concrete Inc.	$ 5,559.58	4490-00000-201100	WO 16-02 Miscellaneous/Developer
01/17/2017	801142	J & J Concrete Inc.	$ 396.00	8400-00000-201100	WO 16-02 Miscellaneous/Developer
01/17/2017	801146	Knife River (JTL Group Inc.)	$ 10,785.17	2110-31320-404520	sand/salt mixture
01/17/2017	801146	Knife River (JTL Group Inc.)	$ 1,880.49	2110-31320-404520	sand/salt material
01/17/2017	801152	L P Anderson Tire Co. Inc.	$ 70.00	1500-22310-402320	1070919
01/17/2017	801152	L P Anderson Tire Co. Inc.	$ 62.00	5020-73120-402390	NONSTOCKING ITEMS-P.U.D.
01/17/2017	801152	L P Anderson Tire Co. Inc.	$ 205.00	5020-75000-402390	NONSTOCKING ITEMS-P.U.D.
01/17/2017	801152	L P Anderson Tire Co. Inc.	$ 1,634.84	5120-84000-402390	NONSTOCKING ITEMS-P.U.D.
01/17/2017	801152	L P Anderson Tire Co. Inc.	$ 830.08	5120-85000-402390	NONSTOCKING ITEMS-P.U.D.
01/17/2017	801164	Mead & Hunt Inc	$ 7,173.22	5610-71100-403590	Invoice #266046. Airfare Monitoring Nov. 2016.
01/17/2017	801164	Mead & Hunt Inc	$ 554.30	5610-71100-403590	Invoice #265614. October 2016 Air Service
01/17/2017	801171	Montana Department Of Environmental Quality	$ 61,794.00	5020-72110-403495	Community Connection Fee
01/17/2017	801172	Montana Department Of Environmental Quality	$ 29,530.70	5410-31230-407635	Landfill license fee
01/17/2017	801172	Montana Department Of Environmental Quality	$ 108.00	2250-22320-409220	Registration fee for underground storage tank
01/17/2017	801174	Montana Municipal Interlocal Authority	$ 53,734.75	6300-17530-407311	Inv. 1216001 January 2017 Deductible Recovery
01/17/2017	801175	Montana Municipal Interlocal Authority	$ 458,953.23	9000-00000-209941	Workers' Compensation October - December 2016
01/17/2017	801182	Morrison Maierle Inc	$ 8,174.89	5030-75910-409340	2017 Water & Sewer Projects - Sch 2
01/17/2017	801182	Morrison Maierle Inc	$ 33,533.72	5130-85910-409340	2017 Water & Sewer Projects - Sch 2
01/17/2017	801184	Motor Power Equipment Co.	$ 860.72	0100-51120-402320	157651
01/17/2017	801184	Motor Power Equipment Co.	$ 2,684.32	5020-75000-402320	158445
01/17/2017	801184	Motor Power Equipment Co.	$ 208.91	5020-75000-402320	158445
01/17/2017	801184	Motor Power Equipment Co.	$ 311.33	5020-75000-402320	158606
01/17/2017	801184	Motor Power Equipment Co.	$ 12.40	2110-31320-402320	159122

Check Date	Check	Name	Amount	Account	Item Desc
01/17/2017	801184	Motor Power Equipment Co.	$ 329.78	2110-31320-402320	159171
01/17/2017	801184	Motor Power Equipment Co.	$ (440.00)	0100-51120-402320	160579
01/17/2017	801184	Motor Power Equipment Co.	$ 257.32	6010-00000-141000	157698 PO NUM 302179
01/17/2017	801184	Motor Power Equipment Co.	$ 122.36	2110-31320-402320	157197
01/17/2017	801189	Northwest Pipe Fittings	$ 144.56	5020-73120-402380	straps
01/17/2017	801189	Northwest Pipe Fittings	$ 287.56	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 301972
01/17/2017	801189	Northwest Pipe Fittings	$ 28.60	5020-00000-141000	SYSTEMS PO NUM 301972
01/17/2017	801189	Northwest Pipe Fittings	$ 930.00	5020-73120-402380	PROGRAM MOUSE TRIMBLE NOMAD
01/17/2017	801189	Northwest Pipe Fittings	$ 495.72	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 302109
01/17/2017	801189	Northwest Pipe Fittings	$ 103.36	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 302110
01/17/2017	801189	Northwest Pipe Fittings	$ 3,400.00	5020-73120-402380	TRIMBLE NOMAD
01/17/2017	801189	Northwest Pipe Fittings	$ 63.74	5120-84000-402450	port valve
01/17/2017	801189	Northwest Pipe Fittings	$ 340.72	5120-84000-402450	Gasket #4 SSP
01/17/2017	801189	Northwest Pipe Fittings	$ 3.92	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 302106
01/17/2017	801189	Northwest Pipe Fittings	$ 75.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 301969
01/17/2017	801189	Northwest Pipe Fittings	$ 436.20	5020-00000-141000	SYSTEMS PO NUM 301969
01/17/2017	801189	Northwest Pipe Fittings	$ 33.12	5020-74000-402450	Staples CL2
01/17/2017	801189	Northwest Pipe Fittings	$ 2,400.00	5020-73120-402380	Belt T Clip Transceiver
01/17/2017	801189	Northwest Pipe Fittings	$ 27.21	5020-74000-402450	L Structure Sink
01/17/2017	801189	Northwest Pipe Fittings	$ 127.46	5120-84000-402450	Misc shop items
01/17/2017	801189	Northwest Pipe Fittings	$ 8.38	5020-74000-402450	New lab analyzer part
01/17/2017	801189	Northwest Pipe Fittings	$ 14.83	5020-74000-402450	thread cap
01/17/2017	801189	Northwest Pipe Fittings	$ 158.52	5020-74000-402450	filter
01/17/2017	801190	NorthWestern Energy	$ 38.95	6200-19110-405370	1145 Pole Attachment Rental
01/17/2017	801190	NorthWestern Energy	$ 5,748.02	2600-55120-403410	Electric usage
01/17/2017	801190	NorthWestern Energy	$ 1,165.41	5120-85000-403410	2750 BITTERROOT DR LIFT
01/17/2017	801190	NorthWestern Energy	$ 147.94	5120-87000-403410	EA Electricity
01/17/2017	801190	NorthWestern Energy	$ 147.47	0100-51410-403410	0712538-8
01/17/2017	801190	NorthWestern Energy	$ 478.22	5710-71430-403410	0719225-5
01/17/2017	801190	NorthWestern Energy	$ 335.68	1500-22210-403410	0720817-6
01/17/2017	801190	NorthWestern Energy	$ 35.68	0100-51120-403410	0813489-2
01/17/2017	801190	NorthWestern Energy	$ 8.86	8720-51980-403410	0881455-0
01/17/2017	801190	NorthWestern Energy	$ 0.44	8720-51980-403410	1045813-1
01/17/2017	801190	NorthWestern Energy	$ -	2110-31320-403410	3088038-9
01/17/2017	801190	NorthWestern Energy	$ -	8720-51980-403410	1425364-5
01/17/2017	801190	NorthWestern Energy	$ 67.37	2090-44510-403963	1569631-3
01/17/2017	801190	NorthWestern Energy	$ 46.51	0100-51120-403410	1849408-8
01/17/2017	801190	NorthWestern Energy	$ 54.50	0100-51120-403410	1904944-4
01/17/2017	801190	NorthWestern Energy	$ 0.96	8720-51980-403410	1948667-9
01/17/2017	801190	NorthWestern Energy	$ 6.29	8720-51980-403410	2055817-7

Check Date	Check	Name	Amount	Account	Item Desc
01/17/2017	801190	NorthWestern Energy	$ 2,371.56	5610-71130-403410	0719543-1. Parking Lot Lights. December 2016
01/17/2017	801190	NorthWestern Energy	$ 3,758.79	5710-71430-403410	Electricity at Metroplex 11/23/16 to 12/27/16
01/17/2017	801190	NorthWestern Energy	$ 315.21	5020-74000-403410	805 CONSTITUTION AVE DEC 2016
01/17/2017	801190	NorthWestern Energy	$ 1,999.05	5020-74000-403410	1699 HIGH SIERRA BLVD
01/17/2017	801194	Perkin Elmer Corporation	$ 4,497.30	5020-74000-402360	POWER CONDITIONER FOR NEW LAB
01/17/2017	801195	Permaletter Sign Co	$ 174.00	1500-22290-402260	REFLECTIVE HELMET LETTERS
01/17/2017	801195	Permaletter Sign Co	$ 1,080.00	5410-31220-403310	Signs for the garbage trucks
01/17/2017	801195	Permaletter Sign Co	$ 240.00	2190-22500-402280	BANNER, 4' X 3' PHILLIPS 66 LOGO
01/17/2017	801195	Permaletter Sign Co	$ 30.00	5410-31220-402320	49577
01/17/2017	801195	Permaletter Sign Co	$ 192.00	1500-22260-402320	FIRE APPARATUS DOOR DECALS
01/17/2017	801195	Permaletter Sign Co	$ 1,329.00	5410-31220-403660	City of Billings sign on the garbage truck
01/17/2017	801196	Petty Cash CCSIU	$ 3,397.35	7180-21600-407910	Reimbursement of petty cash for December, 2016.
01/17/2017	801199	Public Works-Administration	$ 9,731.80	5050-75150-403671	PWU Dec 2016 Engineering Permits - WSRP
01/17/2017	801199	Public Works-Administration	$ 2,590.00	5020-75000-403680	PWU Dec 2016 Engineering Permits
01/17/2017	801205	Rimrock Foundation	$ 3,839.57	7380-12660-403590	Dec. IOP
01/17/2017	801205	Rimrock Foundation	$ 3,719.96	7380-12660-403990	Dec. Aftercare
01/17/2017	801205	Rimrock Foundation	$ 3,951.06	7380-12660-403590	Dec. Day Treatment
01/17/2017	801205	Rimrock Foundation	$ 3,171.22	7380-12660-403590	Dec. IOP
01/17/2017	801205	Rimrock Foundation	$ 1,139.35	7380-12640-403990	Dec. Coordinator
01/17/2017	801206	Rimrock Tire Inc	$ 20.00	2110-31320-402320	5-102272
01/17/2017	801206	Rimrock Tire Inc	$ 112.16	2110-31320-402320	5-GS102084
01/17/2017	801206	Rimrock Tire Inc	$ 734.65	2110-31320-402320	5-GS102236
01/17/2017	801206	Rimrock Tire Inc	$ 620.80	1500-21120-402320	5-GS102237
01/17/2017	801206	Rimrock Tire Inc	$ 909.74	2110-31320-402320	5-GS102250
01/17/2017	801206	Rimrock Tire Inc	$ 117.90	2110-31320-402320	5-102054
01/17/2017	801206	Rimrock Tire Inc	$ 304.92	2110-31320-402320	5-102061
01/17/2017	801206	Rimrock Tire Inc	$ 168.82	2110-31320-402320	5-102079
01/17/2017	801206	Rimrock Tire Inc	$ 42.90	2110-31320-402320	5-102128
01/17/2017	801206	Rimrock Tire Inc	$ 41.00	1500-22260-402320	5-102151
01/17/2017	801206	Rimrock Tire Inc	$ 17.95	2110-31320-402320	5-102159
01/17/2017	801206	Rimrock Tire Inc	$ 33.28	2110-31320-402320	5-102222
01/17/2017	801206	Rimrock Tire Inc	$ 507.20	1500-21120-402320	5-GS102083
01/17/2017	801206	Rimrock Tire Inc	$ 476.36	2090-44520-402320	5-GS102163
01/17/2017	801206	Rimrock Tire Inc	$ 440.12	0100-51210-402320	5-GS102196
01/17/2017	801206	Rimrock Tire Inc	$ (507.20)	1500-21120-402320	5-GS102295
01/17/2017	801206	Rimrock Tire Inc	$ 753.84	2110-31320-402320	5-GS102308
01/17/2017	801206	Rimrock Tire Inc	$ 1,596.10	2110-31320-402320	5-102203
01/17/2017	801206	Rimrock Tire Inc	$ 33.28	2110-31320-402320	5-102232
01/17/2017	801206	Rimrock Tire Inc	$ 165.90	2110-31320-402320	5-102277
01/17/2017	801206	Rimrock Tire Inc	$ 108.45	2110-31320-402320	5-102282

Check Date	Check	Name	Amount	Account	Item Desc
01/17/2017	801206	Rimrock Tire Inc	$ 117.85	2110-31320-402320	5-102284
01/17/2017	801208	Riverstone Health	$ 11,475.00	0100-15110-321611	FY2017 first half - business license health
01/17/2017	801209	RiverStone Health Foundation	$ 4,995.00	8400-31840-403660	Valley gutter improvements 25th St S & 2nd Ave S
01/17/2017	801214	Sanderson Stewart	$ 3,142.26	8450-31860-409310	WO 09-12 Inner Belt Loop - Alternate Route
01/17/2017	801218	SHI International Corp	$ 10,506.60	6200-19110-405315	Microsoft Data Center for the Dell R630 Server
01/17/2017	801234	Tire-Rama	$ 345.00	5410-31220-402390	Tires for the Landfill
01/17/2017	801234	Tire-Rama	$ 100.00	5410-31230-402390	Tire repair for Landfill Tires
01/17/2017	801234	Tire-Rama	$ 480.02	5410-31230-402390	Tires for the Landfill Foreman's truck
01/17/2017	801234	Tire-Rama	$ 850.00	5410-31220-402390	Tire repairs for the garbage trucks
01/17/2017	801234	Tire-Rama	$ 406.00	5410-31230-402390	Tire repairs for the Landfill equipment
01/17/2017	801234	Tire-Rama	$ 1,935.00	5410-31220-402390	Recapped tires for the Landfill
01/17/2017	801234	Tire-Rama	$ 2,787.56	2110-31320-402320	1050279242
01/17/2017	801234	Tire-Rama	$ 1,725.75	5410-31220-402390	Recapped tires for the garbage trucks
01/17/2017	801234	Tire-Rama	$ 759.20	5410-31220-402390	Tires for unit 0030
01/17/2017	801234	Tire-Rama	$ 537.13	5410-31230-402390	Tires for the Landfill
01/17/2017	801234	Tire-Rama	$ 17.50	6600-31100-402320	1040156819
01/17/2017	801234	Tire-Rama	$ 35.00	2110-31320-402320	1050279094
01/17/2017	801238	Toter Incorporated	$ 30,345.18	5410-31220-404270	90 gallon black barrels for residential garbage
01/17/2017	801239	Town & Country Supply Association	$ 6,987.04	5610-71130-402310	Invoice #241893. Diesel for Operations
01/17/2017	801239	Town & Country Supply Association	$ 6,977.26	6010-00000-141000	241805 PO NUM 302195
01/17/2017	801239	Town & Country Supply Association	$ 6,850.90	6010-00000-141000	242288 PO NUM 302195
01/17/2017	801239	Town & Country Supply Association	$ 11,554.07	6010-00000-141000	220299 PO NUM 302196
01/17/2017	801239	Town & Country Supply Association	$ 9,649.64	6010-00000-141000	220300 PO NUM 302196
01/17/2017	801239	Town & Country Supply Association	$ 3,439.19	5710-00000-141000	BUS MET PO NUM 302158
01/17/2017	801239	Town & Country Supply Association	$ 10,689.37	5710-00000-141000	BUS MET PO NUM 302158
01/17/2017	801240	Tractor & Equipment Co.	$ 13.22	5410-31230-402320	Parts for Landfill equipment
01/17/2017	801240	Tractor & Equipment Co.	$ 17.31	6010-15530-402650	BLCS0639252
01/17/2017	801240	Tractor & Equipment Co.	$ 860.10	5020-75000-402320	BLCS0639662
01/17/2017	801240	Tractor & Equipment Co.	$ 679.72	2110-31320-403620	trouble shoot and repairs to unit 1205
01/17/2017	801240	Tractor & Equipment Co.	$ 1,614.70	5410-31230-402320	Parts for Landfill equipment
01/17/2017	801250	Yellowstone County Finance Dpt	$ 19,600.00	1500-21110-403590	December 2016 Jail Boarders
01/17/2017	801250	Yellowstone County Finance Dpt	$ 1,041.72	5210-00000-229161	County lot agreement. 1/2 meter collection.
01/17/2017	801252	Yellowstone Electric Co	$ 7,294.32	5610-71120-403660	Floor Box Additions for Delta Kiosks
01/17/2017	801252	Yellowstone Electric Co	$ 1,510.00	6500-15670-403990	Inv. #4529 Inspection per insurance co Global

Consent **1. R. 3.**

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Payment of Claims January 23, 2017

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of $1,723,357.23 have been audited and are presented for City Council payment approval. A complete listing of the claims dated January 23, 2017, is available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

councilmemo_1.23.2017

Check Date	Check	Name	Amount	Account	Item Desc
01/23/2017	801259	Alpine Plumbing, Heating & Cooling	$ 3,140.00	6300-17530-407310	Invoice #73324. Work to repair area in Park 3
01/23/2017	801264	ATS Inland NW LLC	$ 2,145.00	5610-71120-403660	FY17 Energy Management Services - Terminal
01/23/2017	801264	ATS Inland NW LLC	$ 611.00	5610-71190-403660	FY17 Energy Management Services - QTA
01/23/2017	801269	Billings Collision Repair Inc	$ 4,744.24	5020-73120-402320	NONSTOCKING ITEMS-P.U.D.
01/23/2017	801274	Billings Tourism	$ 550,176.75	7790-15760-407679	Distributed December, paid January 2017
01/23/2017	801276	Bobcat Of Big Sky, Inc.	$ 3,330.00	8730-51990-403650	Machine rental for Rosebud park.
01/23/2017	801276	Bobcat Of Big Sky, Inc.	$ 219.28	2110-31320-402320	53525
01/23/2017	801277	Border States Electric	$ 2,630.20	5120-84000-402360	WWTP Gt Drive
01/23/2017	801277	Border States Electric	$ 1,326.00	5120-84000-402360	Tofino Xe
01/23/2017	801277	Border States Electric	$ 379.86	5020-74000-402360	WIRE FOR UV BUILDING TO HIGH SVC
01/23/2017	801277	Border States Electric	$ 3,305.91	5120-84000-402360	Centrifuge
01/23/2017	801286	Chicago Title of Montana LLC	$ 15,000.00	2850-65810-407277	FTHB Jared Daugherty 1938 Clark Avenue
01/23/2017	801291	CTA Inc	$ 483.93	8730-51990-409370	Construction documents for the South Park splash
01/23/2017	801291	CTA Inc	$ 6,000.00	4240-51110-409370	Design aspects of the Rose Pool building
01/23/2017	801291	CTA Inc	$ 7,906.20	4240-51110-409370	Design aspects of the Rose Pool building
01/23/2017	801291	CTA Inc	$ 152.39	4240-51110-409370	Design aspects of the Rose Pool building
01/23/2017	801291	CTA Inc	$ 3,297.44	2250-22320-409220	911 Center Architect and Engineering Services
01/23/2017	801291	CTA Inc	$ 20,731.62	2250-22320-409220	911 Center Architect and Engineering Services
01/23/2017	801292	Cummins Rocky Mountain LLC	$ 208.68	6010-00000-141000	004-36857 PO NUM 302209
01/23/2017	801292	Cummins Rocky Mountain LLC	$ 47.50	2110-31320-402320	004-37464
01/23/2017	801292	Cummins Rocky Mountain LLC	$ 3,478.59	2110-31320-402320	004-37125
01/23/2017	801294	Dell Computer L P	$ 1,042.64	0100-15120-402925	PC for Steve Forsch in Finance
01/23/2017	801294	Dell Computer L P	$ 1,797.71	1500-22210-402925	Computer for Trevor Schilling Fire
01/23/2017	801295	Dept of Labor & Industry	$ 4,359.00	2090-44510-407637	I17-015031 Dept of Labor & Industry
01/23/2017	801296	Desert Mountain Corporation	$ 3,015.96	2110-31320-404721	ice slicer used to melt snow on streets
01/23/2017	801297	Downtown Billings BID, Inc.	$ 128,744.93	7800-15750-407680	Paid December, distributed January 2017
01/23/2017	801297	Downtown Billings BID, Inc.	$ 192.38	7800-15750-407680	Housing Authority of Billings Internal Taxes 2016
01/23/2017	801315	Go Play Golf LLC	$ 39,872.40	8400-31840-403660	Stormwater Improvements & Maintenance
01/23/2017	801316	Goetz Baldwin & Geddes PC	$ 27,684.48	0100-16110-403560	Watters et al
01/23/2017	801325	HDR, Inc.	$ 283,658.70	5130-84910-409390	WO 14-11 WWTP Nutrient Upgrade Expansion &
01/23/2017	801328	I-State Truck, Inc.	$ 40.83	2110-31320-402320	C251213906.01
01/23/2017	801328	I-State Truck, Inc.	$ 25.22	2110-31320-402320	C251213912.01
01/23/2017	801328	I-State Truck, Inc.	$ 429.87	2110-31320-402320	C251213923.01
01/23/2017	801328	I-State Truck, Inc.	$ 21.45	2110-31320-402320	C251213923.01
01/23/2017	801328	I-State Truck, Inc.	$ 830.22	5410-31220-402320	C251213994.01
01/23/2017	801328	I-State Truck, Inc.	$ 408.71	5410-31220-402320	C251213994.02
01/23/2017	801328	I-State Truck, Inc.	$ 56.00	5410-31220-402320	C251213994.02
01/23/2017	801328	I-State Truck, Inc.	$ 110.38	2110-31320-402320	C251214130.01
01/23/2017	801328	I-State Truck, Inc.	$ (111.55)	5410-31220-402320	C251214187.01
01/23/2017	801328	I-State Truck, Inc.	$ (57.50)	2110-31320-402320	C251214188.01
01/23/2017	801328	I-State Truck, Inc.	$ 110.38	2110-31320-402320	C251214204.01

Check Date	Check	Name	Amount	Account	Item Desc
01/23/2017	801328	I-State Truck, Inc.	$ 297.50	5410-31220-402320	C251214230.01
01/23/2017	801328	I-State Truck, Inc.	$ 262.68	5410-31220-402320	C251214349.01
01/23/2017	801328	I-State Truck, Inc.	$ 47.48	2110-31320-402320	C51214319.01
01/23/2017	801328	I-State Truck, Inc.	$ 367.66	2110-31320-402320	R251056891.01
01/23/2017	801329	Iaff	$ 4,640.90	9000-00000-209920	Payroll Summary
01/23/2017	801331	Inland Truck Parts Co	$ 2,000.00	2110-31320-402320	45528
01/23/2017	801331	Inland Truck Parts Co	$ 141.58	2110-31320-402320	45528
01/23/2017	801331	Inland Truck Parts Co	$ 1,156.45	2110-31320-402320	45546
01/23/2017	801331	Inland Truck Parts Co	$ 2,604.34	2110-31320-402320	45580
01/23/2017	801341	Knife River (JTL Group Inc.)	$ 7,274.52	2110-31320-404520	sand/salt material
01/23/2017	801342	Kone Inc	$ 9,126.72	2600-55120-403660	Elevator maintenance agreement
01/23/2017	801343	L N Curtis	$ 4,120.00	5610-71150-402220	Invoice #72417. Bunker Gear for New Employee
01/23/2017	801346	Mailing Technical Services	$ 482.74	8730-51990-403290	Community garden survey.
01/23/2017	801346	Mailing Technical Services	$ 72.08	5210-15210-403110	parking - special inserts only
01/23/2017	801346	Mailing Technical Services	$ 623.28	0100-15120-403110	Finance
01/23/2017	801346	Mailing Technical Services	$ 3,889.02	6050-15150-403110	Postage Fund (weekly bills)
01/23/2017	801346	Mailing Technical Services	$ 993.63	2600-55110-403110	December 2017
01/23/2017	801350	Midland West Manufacturing Co	$ 2,700.00	5410-31220-402320	16381
01/23/2017	801352	Miller Trois LLC	$ 1,874.00	0100-43210-405311	I17-015035 Miller Trois LLC
01/23/2017	801352	Miller Trois LLC	$ 6,149.00	2090-44510-405311	I17-015035 Miller Trois LLC
01/23/2017	801352	Miller Trois LLC	$ 4,077.00	2400-43010-405311	I17-015035 Miller Trois LLC
01/23/2017	801352	Miller Trois LLC	$ 4,829.00	2740-67800-405310	I17-015035 Miller Trois LLC
01/23/2017	801356	Montana CSED	$ 3,875.49	9000-00000-209926	Payroll Summary
01/23/2017	801358	Montana Dakota Utilities Co	$ 202.94	5020-74000-403440	162 660 1000 4
01/23/2017	801358	Montana Dakota Utilities Co	$ 3,627.60	5610-71130-403440	285 580 1000 6
01/23/2017	801358	Montana Dakota Utilities Co	$ 126.63	5020-74000-403440	373 580 1000 9
01/23/2017	801358	Montana Dakota Utilities Co	$ 126.63	5020-74000-403440	373 580 1000 9
01/23/2017	801358	Montana Dakota Utilities Co	$ 170.72	0100-51120-403410	501 473 1000 2
01/23/2017	801358	Montana Dakota Utilities Co	$ 136.44	5020-74000-403440	541 380 1000 1
01/23/2017	801358	Montana Dakota Utilities Co	$ 14.39	5610-71170-403440	806 580 1000 6
01/23/2017	801358	Montana Dakota Utilities Co	$ 28.65	0100-51260-403440	879 660 1000 8
01/23/2017	801358	Montana Dakota Utilities Co	$ 31.68	5120-85000-403440	955 043 1000 4
01/23/2017	801358	Montana Dakota Utilities Co	$ 8,597.45	5610-71120-403440	595 580 1000 1
01/23/2017	801358	Montana Dakota Utilities Co	$ 29.35	5120-85000-403440	596 733 1000 5
01/23/2017	801358	Montana Dakota Utilities Co	$ 861.46	1500-22210-403440	668 670 1000 2
01/23/2017	801358	Montana Dakota Utilities Co	$ 587.68	1500-22210-403440	672 860 1000 3
01/23/2017	801358	Montana Dakota Utilities Co	$ 234.10	0100-51220-403440	703 760 1000 8
01/23/2017	801358	Montana Dakota Utilities Co	$ 1,760.18	5610-71170-403440	706 580 1000 7
01/23/2017	801360	Montana Dept Of Transportation	$ 23,784.30	4120-71520-409440	20% Local Match for purchase of 2 15-Passenger
01/23/2017	801367	Montana State Fireman's Assoc	$ 3,692.55	9000-00000-209924	Payroll Summary
01/23/2017	801371	MPPA Montana Police Protective Association	$ 2,633.76	9000-00000-209923	Payroll Summary

Check Date	Check	Name	Amount	Account	Item Desc
01/23/2017	801372	MT Waterworks	$ 1,902.70	5020-00000-141000	SYSTEMS PO NUM 302128
01/23/2017	801372	MT Waterworks	$ 860.00	5120-85000-402410	MAGNETIC LOCATOR
01/23/2017	801374	Musol Limited	$ 3,515.68	5120-84000-402220	Chemicals
01/23/2017	801374	Musol Limited	$ 3,515.68	5120-84000-402220	Chemicals
01/23/2017	801374	Musol Limited	$ 1,757.84	5120-84000-402220	Chemicals
01/23/2017	801375	Napa Auto Parts	$ 2.45	1500-21720-402320	796029
01/23/2017	801375	Napa Auto Parts	$ 11.13	5410-31220-402320	796083
01/23/2017	801375	Napa Auto Parts	$ 171.57	1500-22260-402320	796215
01/23/2017	801375	Napa Auto Parts	$ 48.80	1500-21720-402320	796434
01/23/2017	801375	Napa Auto Parts	$ 62.26	1500-22260-402320	796766
01/23/2017	801375	Napa Auto Parts	$ 29.52	5020-75000-402320	796784
01/23/2017	801375	Napa Auto Parts	$ 173.00	5710-00000-141714	BUS MET PO NUM 302172
01/23/2017	801375	Napa Auto Parts	$ 73.06	5710-71470-402320	AUTO &TRUCK MAINT.ITEMS
01/23/2017	801375	Napa Auto Parts	$ 83.21	5710-71440-402320	AUTO &TRUCK MAINT.ITEMS
01/23/2017	801375	Napa Auto Parts	$ 41.64	6010-00000-141000	796304 PO NUM 302200
01/23/2017	801375	Napa Auto Parts	$ 47.74	6010-00000-141000	796304 PO NUM 302200
01/23/2017	801375	Napa Auto Parts	$ 230.73	6010-00000-141000	797062 PO NUM 302201
01/23/2017	801375	Napa Auto Parts	$ 98.70	6010-00000-141000	797125 PO NUM 302201
01/23/2017	801375	Napa Auto Parts	$ 27.10	6010-00000-141000	797340 PO NUM 302201
01/23/2017	801375	Napa Auto Parts	$ 59.98	6010-00000-141000	797378 PO NUM 302201
01/23/2017	801375	Napa Auto Parts	$ 68.00	6010-00000-141000	797438 PO NUM 302201
01/23/2017	801375	Napa Auto Parts	$ 28.54	6010-00000-141000	797502 PO NUM 302201
01/23/2017	801375	Napa Auto Parts	$ 110.24	6010-00000-141000	797521 PO NUM 302201
01/23/2017	801375	Napa Auto Parts	$ 28.54	6010-00000-141000	798228 PO NUM 302201
01/23/2017	801375	Napa Auto Parts	$ 260.56	6010-00000-141000	798694 PO NUM 302201
01/23/2017	801375	Napa Auto Parts	$ 100.87	6010-00000-141000	799451 PO NUM 302201
01/23/2017	801375	Napa Auto Parts	$ 11.35	6010-00000-141000	799584 PO NUM 302201
01/23/2017	801375	Napa Auto Parts	$ 82.44	6010-00000-141000	799584 PO NUM 302201
01/23/2017	801375	Napa Auto Parts	$ 83.88	6010-00000-141000	799995 PO NUM 302201
01/23/2017	801375	Napa Auto Parts	$ 11.78	5410-31220-402320	796813
01/23/2017	801375	Napa Auto Parts	$ 6.58	6010-15530-402650	797033
01/23/2017	801375	Napa Auto Parts	$ 86.84	5410-31220-402320	797142
01/23/2017	801375	Napa Auto Parts	$ 16.27	6700-31410-402320	797165
01/23/2017	801375	Napa Auto Parts	$ 66.69	5020-73120-402320	797978
01/23/2017	801375	Napa Auto Parts	$ 13.42	6010-15530-402650	798426
01/23/2017	801375	Napa Auto Parts	$ 9.95	6010-15530-402650	798426
01/23/2017	801375	Napa Auto Parts	$ 29.40	2110-31320-402320	798519
01/23/2017	801375	Napa Auto Parts	$ 24.00	5020-73120-402320	798519
01/23/2017	801375	Napa Auto Parts	$ 5.66	6010-15530-402650	798519
01/23/2017	801375	Napa Auto Parts	$ 39.74	5410-31220-402320	798626
01/23/2017	801375	Napa Auto Parts	$ 14.96	1500-21120-402320	798722

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01/23/2017	801375	Napa Auto Parts	$ 11.10	2110-31320-402320	798897
01/23/2017	801375	Napa Auto Parts	$ 5.44	2110-31320-402320	798905
01/23/2017	801375	Napa Auto Parts	$ 63.00	2110-31320-402320	798909
01/23/2017	801375	Napa Auto Parts	$ 16.12	2110-31320-402320	799188
01/23/2017	801375	Napa Auto Parts	$ 2.98	6010-15530-402650	799221
01/23/2017	801375	Napa Auto Parts	$ 113.74	1500-21120-402320	799402
01/23/2017	801375	Napa Auto Parts	$ 67.60	5410-31220-402320	799491
01/23/2017	801375	Napa Auto Parts	$ 56.60	2110-31320-402320	799826
01/23/2017	801375	Napa Auto Parts	$ 41.62	2110-31320-402320	799860
01/23/2017	801375	Napa Auto Parts	$ 5.69	2110-31320-402320	799861
01/23/2017	801375	Napa Auto Parts	$ 30.82	6010-15550-402320	799862
01/23/2017	801375	Napa Auto Parts	$ (39.74)	5410-31220-402320	800761
01/23/2017	801375	Napa Auto Parts	$ 83.16	5710-71440-402320	AUTO &TRUCK MAINT.ITEMS
01/23/2017	801375	Napa Auto Parts	$ 13.40	5710-71470-402320	AUTO &TRUCK MAINT.ITEMS
01/23/2017	801375	Napa Auto Parts	$ 25.66	1500-21120-402320	800418
01/23/2017	801375	Napa Auto Parts	$ 43.72	5120-84000-402320	800686
01/23/2017	801375	Napa Auto Parts	$ 37.79	2110-31320-402320	800718
01/23/2017	801375	Napa Auto Parts	$ 7.66	2110-31320-402320	800725
01/23/2017	801375	Napa Auto Parts	$ 17.78	2110-31320-402320	800813
01/23/2017	801375	Napa Auto Parts	$ 15.86	1500-21120-402320	800904
01/23/2017	801375	Napa Auto Parts	$ 9.78	1500-21120-402320	803233
01/23/2017	801375	Napa Auto Parts	$ 5.31	0100-51120-402320	803331
01/23/2017	801375	Napa Auto Parts	$ 44.98	2110-31320-402320	803691
01/23/2017	801375	Napa Auto Parts	$ 31.10	2600-55170-402320	803766
01/23/2017	801375	Napa Auto Parts	$ (17.73)	1500-21120-402320	804447
01/23/2017	801375	Napa Auto Parts	$ 2.00	6010-15530-402650	802733
01/23/2017	801375	Napa Auto Parts	$ (20.25)	2110-31320-402320	802747
01/23/2017	801375	Napa Auto Parts	$ 21.20	5410-31220-402320	802777
01/23/2017	801375	Napa Auto Parts	$ 27.66	1500-21120-402320	802934
01/23/2017	801375	Napa Auto Parts	$ 312.75	1500-21120-402320	803032
01/23/2017	801375	Napa Auto Parts	$ 23.25	2110-31320-402320	803081
01/23/2017	801375	Napa Auto Parts	$ 6.53	2110-31320-402320	801798
01/23/2017	801375	Napa Auto Parts	$ 6.64	2090-44520-402320	801815
01/23/2017	801375	Napa Auto Parts	$ 40.00	2110-31320-402320	801845
01/23/2017	801375	Napa Auto Parts	$ 13.60	6010-15530-402650	801915
01/23/2017	801375	Napa Auto Parts	$ 5.58	1500-22260-402320	802626
01/23/2017	801375	Napa Auto Parts	$ 10.49	6010-15530-402650	802651
01/23/2017	801375	Napa Auto Parts	$ 17.71	5410-31220-402320	801419
01/23/2017	801375	Napa Auto Parts	$ 7.60	5410-31220-402320	801433
01/23/2017	801375	Napa Auto Parts	$ 21.80	2110-31320-402320	801486
01/23/2017	801375	Napa Auto Parts	$ 6.13	2110-31320-402320	801525

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01/23/2017	801375	Napa Auto Parts	$ (16.12)	5120-84000-402320	801541
01/23/2017	801375	Napa Auto Parts	$ 44.07	2090-44520-402320	801781
01/23/2017	801375	Napa Auto Parts	$ 23.22	1500-21120-402320	800904
01/23/2017	801375	Napa Auto Parts	$ 9.90	2110-31320-402320	800982
01/23/2017	801375	Napa Auto Parts	$ 6.52	6500-15660-402320	800996
01/23/2017	801375	Napa Auto Parts	$ 38.64	1500-21120-402320	801086
01/23/2017	801375	Napa Auto Parts	$ 37.25	1500-22260-402320	801272
01/23/2017	801375	Napa Auto Parts	$ 52.65	2110-31320-402320	801376
01/23/2017	801375	Napa Auto Parts	$ 10.00	6010-00000-141000	800907 PO NUM 302269
01/23/2017	801375	Napa Auto Parts	$ 57.94	6010-00000-141000	801170 PO NUM 302269
01/23/2017	801375	Napa Auto Parts	$ 15.60	6010-00000-141000	801363 PO NUM 302269
01/23/2017	801375	Napa Auto Parts	$ 21.84	6010-00000-141000	801468 PO NUM 302269
01/23/2017	801375	Napa Auto Parts	$ 358.65	6010-00000-141000	801735 PO NUM 302269
01/23/2017	801375	Napa Auto Parts	$ 206.76	6010-00000-141000	801735 PO NUM 302269
01/23/2017	801375	Napa Auto Parts	$ 87.32	6010-00000-141000	801840 PO NUM 302269
01/23/2017	801375	Napa Auto Parts	$ 56.12	6010-00000-141000	801989 PO NUM 302269
01/23/2017	801375	Napa Auto Parts	$ 26.68	6010-00000-141000	802564 PO NUM 302269
01/23/2017	801375	Napa Auto Parts	$ 55.90	6010-00000-141000	802689 PO NUM 302269
01/23/2017	801375	Napa Auto Parts	$ 28.86	6010-00000-141000	802851 PO NUM 302269
01/23/2017	801375	Napa Auto Parts	$ 55.90	6010-00000-141000	803023 PO NUM 302269
01/23/2017	801375	Napa Auto Parts	$ 76.81	6010-00000-141000	803527 PO NUM 302269
01/23/2017	801375	Napa Auto Parts	$ 17.97	6010-00000-141000	803597 PO NUM 302269
01/23/2017	801375	Napa Auto Parts	$ 46.56	6010-00000-141000	810459 PO NUM 302269
01/23/2017	801375	Napa Auto Parts	$ 40.37	6010-00000-141000	811290 PO NUM 302269
01/23/2017	801376	Network Information Systems	$ 4,772.00	5120-84000-403660	Inv. 2323 Wireless network work completed at the
01/23/2017	801376	Network Information Systems	$ 500.00	5020-74000-403660	Pump Station meter work///Waldo/Swords
01/23/2017	801379	NorthWestern Energy	$ 15.03	8100-31830-403410	SILMD 238 ACCT# 0712672-5
01/23/2017	801379	NorthWestern Energy	$ 94.21	8100-31830-403410	SILMD 239 ACCT# 0712673-3
01/23/2017	801379	NorthWestern Energy	$ 401.19	8100-31830-403410	SILMD 240 ACCT# 0712674-1
01/23/2017	801379	NorthWestern Energy	$ 622.11	8100-31830-403410	SILMD 241 ACCT# 0712675-8
01/23/2017	801379	NorthWestern Energy	$ 82.47	8100-31830-403410	SILMD 242 ACCT# 0712676-6
01/23/2017	801379	NorthWestern Energy	$ 109.97	8100-31830-403410	SILMD 244 ACCT# 0712677-4
01/23/2017	801379	NorthWestern Energy	$ 87.06	8100-31830-403410	SILMD 245 ACCT# 0712678-2
01/23/2017	801379	NorthWestern Energy	$ 329.89	8100-31830-403410	SILMD 246 ACCT# 0712679-0
01/23/2017	801379	NorthWestern Energy	$ 1,172.09	8100-31830-403410	SILMD 247 ACCT# 0712680-8
01/23/2017	801379	NorthWestern Energy	$ 2,481.07	8100-31830-403410	SILMD 248 ACCT# 0712681-6
01/23/2017	801379	NorthWestern Energy	$ 2,721.71	8100-31830-403410	SILMD 249 ACCT# 0718734-7
01/23/2017	801379	NorthWestern Energy	$ 200.34	8100-31830-403410	SILMD 250 ACCT# 0719001-0
01/23/2017	801379	NorthWestern Energy	$ 3,914.02	8100-31830-403410	SILMD 251 ACCT# 0718801-4
01/23/2017	801379	NorthWestern Energy	$ 549.83	8100-31830-403410	SILMD 252 ACCT# 0719162-0
01/23/2017	801379	NorthWestern Energy	$ 1,938.81	8100-31830-403410	SILMD 253 ACCT# 0719644-7

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01/23/2017	801379	NorthWestern Energy	$ 150.76	8100-31830-403410	SILMD 254 ACCT# 0719763-5
01/23/2017	801379	NorthWestern Energy	$ 170.43	8100-31830-403410	SILMD 255 ACCT# 0720813-5
01/23/2017	801379	NorthWestern Energy	$ 894.45	8100-31830-403410	SILMD 257 ACCT# 0720360-7
01/23/2017	801379	NorthWestern Energy	$ 2,604.54	8100-31830-403410	SILMD 258 ACCT# 0720606-3
01/23/2017	801379	NorthWestern Energy	$ 29.92	8100-31830-403410	SILMD 259 ACCT# 1301786-8
01/23/2017	801379	NorthWestern Energy	$ 1,366.78	8100-31830-403410	SILMD 259 ACCT# 0720810-1
01/23/2017	801379	NorthWestern Energy	$ 494.85	8100-31830-403410	SILMD 261 ACCT# 0720705-3
01/23/2017	801379	NorthWestern Energy	$ 3,127.13	8100-31830-403410	SILMD 262 ACCT# 0720937-2
01/23/2017	801379	NorthWestern Energy	$ 998.60	8100-31830-403410	SILMD 263 ACCT# 0720716-0
01/23/2017	801379	NorthWestern Energy	$ 164.46	8100-31830-403410	SILMD 264 ACCT# 0721427-3
01/23/2017	801379	NorthWestern Energy	$ 346.69	8100-31830-403410	SILMD 265 ACCT# 0721556-9
01/23/2017	801379	NorthWestern Energy	$ 50.92	8100-31830-403410	SILMD 266 ACCT# 0721684-9
01/23/2017	801379	NorthWestern Energy	$ 438.65	8100-31830-403410	SILMD 270 ACCT# 0906944-4
01/23/2017	801379	NorthWestern Energy	$ 999.47	8100-31830-403410	SILMD 271 ACCT# 0995095-7
01/23/2017	801379	NorthWestern Energy	$ 2,785.70	8100-31830-403410	SILMD 272 ACCT# 0905005-5
01/23/2017	801379	NorthWestern Energy	$ 200.08	8100-31830-403410	SILMD 273 ACCT# 0926386-4
01/23/2017	801379	NorthWestern Energy	$ 482.48	8100-31830-403410	SILMD 276 ACCT# 0961926-3
01/23/2017	801379	NorthWestern Energy	$ 817.23	8100-31830-403410	SILMD 277 ACCT# 1058710-3
01/23/2017	801379	NorthWestern Energy	$ 211.74	8100-31830-403410	SILMD 278 ACCT# 1087619-1
01/23/2017	801379	NorthWestern Energy	$ 61.32	8100-31830-403410	SILMD 279 ACCT# 1124127-0
01/23/2017	801379	NorthWestern Energy	$ 732.62	8100-31830-403410	SILMD 280 ACCT# 1045653-1
01/23/2017	801379	NorthWestern Energy	$ 381.38	8100-31830-403410	SILMD 283 ACCT# 1172743-5
01/23/2017	801379	NorthWestern Energy	$ 338.24	8100-31830-403410	SILMD 285 ACCT# 1206985-2
01/23/2017	801379	NorthWestern Energy	$ 235.54	8100-31830-403410	SILMD 286 ACCT# 1296582-8
01/23/2017	801379	NorthWestern Energy	$ 151.86	8100-31830-403410	SILMD 287 ACCT# 1246537-3
01/23/2017	801379	NorthWestern Energy	$ 1,768.14	8100-31830-403410	SILMD 288 ACCT# 1303978-9
01/23/2017	801379	NorthWestern Energy	$ 223.53	8100-31830-403410	SILMD 289 ACCT# 1685375-6
01/23/2017	801379	NorthWestern Energy	$ 158.13	8100-31830-403410	SILMD 290 ACCT# 1433921-2
01/23/2017	801379	NorthWestern Energy	$ 604.82	8100-31830-403410	SILMD 292 ACCT# 1481532-8
01/23/2017	801379	NorthWestern Energy	$ 235.51	8100-31830-403410	SILMD 293 ACCT# 1481534-4
01/23/2017	801379	NorthWestern Energy	$ 471.03	8100-31830-403410	SILMD 294 ACCT# 1481535-1
01/23/2017	801379	NorthWestern Energy	$ 109.97	8100-31830-403410	SILMD 295 ACCT# 1481536-9
01/23/2017	801379	NorthWestern Energy	$ 1,248.26	8100-31830-403410	SILMD 296 ACCT# 1481537-7
01/23/2017	801379	NorthWestern Energy	$ 211.97	8100-31830-403410	SILMD 297 ACCT# 1481539-3
01/23/2017	801379	NorthWestern Energy	$ 188.43	8100-31830-403410	SILMD 298 ACCT# 1481540-1
01/23/2017	801379	NorthWestern Energy	$ 399.49	8100-31830-403410	SILMD 300 ACCT# 1662840-6
01/23/2017	801379	NorthWestern Energy	$ 4,988.47	8100-31830-403410	SILMD 301 ACCT# 1687005-7
01/23/2017	801379	NorthWestern Energy	$ 348.44	8100-31830-403410	SILMD 302 ACCT# 1607534-3
01/23/2017	801379	NorthWestern Energy	$ 1,030.82	8100-31830-403410	SILMD 305 ACCT# 1695873-8
01/23/2017	801379	NorthWestern Energy	$ 325.76	8100-31830-403410	SILMD 306 ACCT# 1740353-6
01/23/2017	801379	NorthWestern Energy	$ 3,395.16	8100-31830-403410	SILMD 307 ACCT# 2049005-8

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01/23/2017	801379	NorthWestern Energy	$ 261.69	8100-31830-403410	SILMD 308 ACCT# 2072459-7
01/23/2017	801379	NorthWestern Energy	$ 405.28	8100-31830-403410	SILMD 309 ACCT# 2001311-6
01/23/2017	801379	NorthWestern Energy	$ 473.83	8100-31830-403410	SILMD 310 ACCT# 2060519-2
01/23/2017	801379	NorthWestern Energy	$ 313.94	8100-31830-403410	SILMD 311 ACCT# 3014475-2
01/23/2017	801379	NorthWestern Energy	$ 304.00	8100-31830-403410	SILMD 312 ACCT# 3146127-0
01/23/2017	801379	NorthWestern Energy	$ 531.57	8100-31830-403410	SILMD 315 Acct# 3305804-1
01/23/2017	801379	NorthWestern Energy	$ 1,085.12	8100-31830-403410	SILMD 316 Acct# 3291842-7
01/23/2017	801379	NorthWestern Energy	$ 106.46	8100-31830-403410	SILMD 317 Acct# 3253826-6
01/23/2017	801379	NorthWestern Energy	$ 861.24	8100-31830-403410	SILMD 318 Acct# 3372018-6
01/23/2017	801379	NorthWestern Energy	$ 55.08	8100-31830-403410	SILMD 320 Acct# 0712569-3
01/23/2017	801379	NorthWestern Energy	$ 557.48	8100-31830-403410	SILMD 321 Acct# 3338917-2
01/23/2017	801379	NorthWestern Energy	$ 13,067.66	2110-31320-403410	Signal Bills
01/23/2017	801379	NorthWestern Energy	$ 503.07	8100-31830-403410	SILMD 008 ACCT# 0712544-6
01/23/2017	801379	NorthWestern Energy	$ 514.14	8100-31830-403410	SILMD 009 ACCT# 0712545-3
01/23/2017	801379	NorthWestern Energy	$ 1,417.83	8100-31830-403410	SILMD 010 ACCT# 0712546-1
01/23/2017	801379	NorthWestern Energy	$ 4,416.25	8100-31830-403410	SILMD 013 ACCT# 0721276-4
01/23/2017	801379	NorthWestern Energy	$ 2,123.33	8100-31830-403410	SILMD 014 ACCT# 0721277-2
01/23/2017	801379	NorthWestern Energy	$ 1,228.99	8100-31830-403410	SILMD 017 ACCT# 0712553-7
01/23/2017	801379	NorthWestern Energy	$ 91.93	8100-31830-403410	SILMD 018 ACCT# 0712554-5
01/23/2017	801379	NorthWestern Energy	$ 488.84	8100-31830-403410	SILMD 095 ACCT# 0712556-0
01/23/2017	801379	NorthWestern Energy	$ 13,426.91	8100-31830-403410	SILMD 097 ACCT# 0712557-8
01/23/2017	801379	NorthWestern Energy	$ 1,649.23	8100-31830-403410	SILMD 099 ACCT# 0712558-6
01/23/2017	801379	NorthWestern Energy	$ 2,689.00	8100-31830-403410	SILMD 100 ACCT# 0712559-4
01/23/2017	801379	NorthWestern Energy	$ 1,731.99	8100-31830-403410	SILMD 107 ACCT# 0712560-2
01/23/2017	801379	NorthWestern Energy	$ 4,343.73	8100-31830-403410	SILMD 109 ACCT# 0712561-0
01/23/2017	801379	NorthWestern Energy	$ 188.89	8100-31830-403410	SILMD 113 ACCT# 0712562-8
01/23/2017	801379	NorthWestern Energy	$ 934.72	8100-31830-403410	SILMD 114 ACCT# 0712563-6
01/23/2017	801379	NorthWestern Energy	$ 219.95	8100-31830-403410	SILMD 115 ACCT# 0712564-4
01/23/2017	801379	NorthWestern Energy	$ 577.34	8100-31830-403410	SILMD 116 ACCT# 0712565-1
01/23/2017	801379	NorthWestern Energy	$ 3,193.22	8100-31830-403410	SILMD 117 ACCT# 0712566-9
01/23/2017	801379	NorthWestern Energy	$ 233.92	8100-31830-403410	SILMD 118 ACCT# 0712567-7
01/23/2017	801379	NorthWestern Energy	$ 155.22	8100-31830-403410	SILMD 119 ACCT# 0712568-5
01/23/2017	801379	NorthWestern Energy	$ 2,419.30	8100-31830-403410	SILMD 121 ACCT# 0712570-1
01/23/2017	801379	NorthWestern Energy	$ 188.43	8100-31830-403410	SILMD 122 ACCT# 0712571-9
01/23/2017	801379	NorthWestern Energy	$ 329.89	8100-31830-403410	SILMD 123 ACCT# 0712572-7
01/23/2017	801379	NorthWestern Energy	$ 962.20	8100-31830-403410	SILMD 124 ACCT# 0712573-5
01/23/2017	801379	NorthWestern Energy	$ 384.88	8100-31830-403410	SILMD 125 ACCT# 0712574-3
01/23/2017	801379	NorthWestern Energy	$ 192.45	8100-31830-403410	SILMD 126 ACCT# 0712575-0
01/23/2017	801379	NorthWestern Energy	$ 706.56	8100-31830-403410	SILMD 127 ACCT# 0712576-8
01/23/2017	801379	NorthWestern Energy	$ 494.60	8100-31830-403410	SILMD 128 ACCT# 0712577-6
01/23/2017	801379	NorthWestern Energy	$ 329.89	8100-31830-403410	SILMD 129 ACCT# 0712578-4

Check Date	Check	Name	Amount	Account	Item Desc
01/23/2017	801379	NorthWestern Energy	$ 125.67	8100-31830-403410	SILMD 130 ACCT# 0712579-2
01/23/2017	801379	NorthWestern Energy	$ 852.26	8100-31830-403410	SILMD 131 ACCT# 0712580-0
01/23/2017	801379	NorthWestern Energy	$ 233.38	8100-31830-403410	SILMD 133 ACCT# 0712581-8
01/23/2017	801379	NorthWestern Energy	$ 538.55	8100-31830-403410	SILMD 134 ACCT# 0712582-6
01/23/2017	801379	NorthWestern Energy	$ 518.14	8100-31830-403410	SILMD 135 ACCT# 0712583-4
01/23/2017	801379	NorthWestern Energy	$ 467.35	8100-31830-403410	SILMD 136 ACCT# 0712584-2
01/23/2017	801379	NorthWestern Energy	$ 377.62	8100-31830-403410	SILMD 137 ACCT# 0712585-9
01/23/2017	801379	NorthWestern Energy	$ 742.29	8100-31830-403410	SILMD 138 ACCT# 0712586-7
01/23/2017	801379	NorthWestern Energy	$ 247.43	8100-31830-403410	SILMD 139 ACCT# 0712587-5
01/23/2017	801379	NorthWestern Energy	$ 574.91	8100-31830-403410	SILMD 143 ACCT# 0712588-3
01/23/2017	801379	NorthWestern Energy	$ 27.37	8100-31830-403410	SILMD 144 ACCT# 0712589-1
01/23/2017	801379	NorthWestern Energy	$ 471.03	8100-31830-403410	SILMD 145 ACCT# 0712590-9
01/23/2017	801379	NorthWestern Energy	$ 357.40	8100-31830-403410	SILMD 146 ACCT# 0712591-7
01/23/2017	801379	NorthWestern Energy	$ 467.22	8100-31830-403410	SILMD 147 ACCT# 0712592-5
01/23/2017	801379	NorthWestern Energy	$ 1,574.67	8100-31830-403410	SILMD 149 ACCT# 0712593-3
01/23/2017	801379	NorthWestern Energy	$ 753.66	8100-31830-403410	SILMD 150 ACCT# 0712594-1
01/23/2017	801379	NorthWestern Energy	$ 632.32	8100-31830-403410	SILMD 151 ACCT# 0712595-8
01/23/2017	801379	NorthWestern Energy	$ 4,305.42	8100-31830-403410	SILMD 152 ACCT# 0712596-6
01/23/2017	801379	NorthWestern Energy	$ 541.70	8100-31830-403410	SILMD 153 ACCT# 0712597-4
01/23/2017	801379	NorthWestern Energy	$ 1,224.70	8100-31830-403410	SILMD 154 ACCT# 0712598-2
01/23/2017	801379	NorthWestern Energy	$ 494.85	8100-31830-403410	SILMD 155 ACCT# 0712599-0
01/23/2017	801379	NorthWestern Energy	$ 918.53	8100-31830-403410	SILMD 157 ACCT# 0712600-6
01/23/2017	801379	NorthWestern Energy	$ 797.26	8100-31830-403410	SILMD 158 ACCT# 0712601-4
01/23/2017	801379	NorthWestern Energy	$ 1,103.57	8100-31830-403410	SILMD 159 ACCT# 0712602-2
01/23/2017	801379	NorthWestern Energy	$ 714.78	8100-31830-403410	SILMD 160 ACCT# 0712603-0
01/23/2017	801379	NorthWestern Energy	$ 1,059.83	8100-31830-403410	SILMD 161 ACCT# 0712604-8
01/23/2017	801379	NorthWestern Energy	$ 61.83	8100-31830-403410	SILMD 162 ACCT# 0712605-5
01/23/2017	801379	NorthWestern Energy	$ 690.96	8100-31830-403410	SILMD 163 ACCT# 0712606-3
01/23/2017	801379	NorthWestern Energy	$ 376.82	8100-31830-403410	SILMD 164 ACCT# 0712607-1
01/23/2017	801379	NorthWestern Energy	$ 879.74	8100-31830-403410	SILMD 165 ACCT# 0712608-9
01/23/2017	801379	NorthWestern Energy	$ 235.51	8100-31830-403410	SILMD 167 ACCT# 0712609-7
01/23/2017	801379	NorthWestern Energy	$ 565.25	8100-31830-403410	SILMD 171 ACCT# 0712610-5
01/23/2017	801379	NorthWestern Energy	$ 538.56	8100-31830-403410	SILMD 172 ACCT# 0712611-3
01/23/2017	801379	NorthWestern Energy	$ 1,177.60	8100-31830-403410	SILMD 173 ACCT# 0712612-1
01/23/2017	801379	NorthWestern Energy	$ 989.17	8100-31830-403410	SILMD 174 ACCT# 0712613-9
01/23/2017	801379	NorthWestern Energy	$ 329.72	8100-31830-403410	SILMD 175 ACCT# 0712614-7
01/23/2017	801379	NorthWestern Energy	$ 44.18	8100-31830-403410	SILMD 176 ACCT# 0712615-4
01/23/2017	801379	NorthWestern Energy	$ 259.09	8100-31830-403410	SILMD 178 ACCT# 0712616-2
01/23/2017	801379	NorthWestern Energy	$ 518.14	8100-31830-403410	SILMD 179 ACCT# 0712617-0
01/23/2017	801379	NorthWestern Energy	$ 353.28	8100-31830-403410	SILMD 180 ACCT# 0712618-8
01/23/2017	801379	NorthWestern Energy	$ 1,677.00	8100-31830-403410	SILMD 181 ACCT# 0712619-6

Check Date	Check	Name	Amount	Account	Item Desc
01/23/2017	801379	NorthWestern Energy	$ 588.80	8100-31830-403410	SILMD 182 ACCT# 0712620-4
01/23/2017	801379	NorthWestern Energy	$ 1,177.61	8100-31830-403410	SILMD 183 ACCT# 0712621-2
01/23/2017	801379	NorthWestern Energy	$ 376.82	8100-31830-403410	SILMD 184 ACCT# 0712622-0
01/23/2017	801379	NorthWestern Energy	$ 141.32	8100-31830-403410	SILMD 185 ACCT# 0712623-8
01/23/2017	801379	NorthWestern Energy	$ 635.25	8100-31830-403410	SILMD 186 ACCT# 0712624-6
01/23/2017	801379	NorthWestern Energy	$ 235.51	8100-31830-403410	SILMD 187 ACCT# 0712625-3
01/23/2017	801379	NorthWestern Energy	$ 282.61	8100-31830-403410	SILMD 188 ACCT# 0712626-1
01/23/2017	801379	NorthWestern Energy	$ 235.51	8100-31830-403410	SILMD 189 ACCT# 0712627-9
01/23/2017	801379	NorthWestern Energy	$ 1,224.70	8100-31830-403410	SILMD 190 ACCT# 0712628-7
01/23/2017	801379	NorthWestern Energy	$ 420.82	8100-31830-403410	SILMD 191 ACCT# 0712629-5
01/23/2017	801379	NorthWestern Energy	$ 306.18	8100-31830-403410	SILMD 192 ACCT# 0712630-3
01/23/2017	801379	NorthWestern Energy	$ 753.66	8100-31830-403410	SILMD 193 ACCT# 0712631-1
01/23/2017	801379	NorthWestern Energy	$ 267.47	8100-31830-403410	SILMD 194 ACCT# 0712632-9
01/23/2017	801379	NorthWestern Energy	$ 222.89	8100-31830-403410	SILMD 195 ACCT# 0712633-7
01/23/2017	801379	NorthWestern Energy	$ 71.43	8100-31830-403410	SILMD 196 ACCT# 0712634-5
01/23/2017	801379	NorthWestern Energy	$ 71.43	8100-31830-403410	SILMD 197 ACCT# 0712635-2
01/23/2017	801379	NorthWestern Energy	$ 117.78	8100-31830-403410	SILMD 198 ACCT# 0712636-0
01/23/2017	801379	NorthWestern Energy	$ 101.26	8100-31830-403410	SILMD 200 ACCT# 0712637-8
01/23/2017	801379	NorthWestern Energy	$ 494.60	8100-31830-403410	SILMD 201 ACCT# 0712638-6
01/23/2017	801379	NorthWestern Energy	$ 591.37	8100-31830-403410	SILMD 202 INV# 0712639-4
01/23/2017	801379	NorthWestern Energy	$ 19.05	8100-31830-403410	SILMD 203 ACCT# 0712640-2
01/23/2017	801379	NorthWestern Energy	$ 421.81	8100-31830-403410	SILMD 204 ACCT# 0712641-0
01/23/2017	801379	NorthWestern Energy	$ 35.33	8100-31830-403410	SILMD 205 ACCT# 0712642-8
01/23/2017	801379	NorthWestern Energy	$ 329.72	8100-31830-403410	SILMD 206 ACCT# 0712643-6
01/23/2017	801379	NorthWestern Energy	$ 376.82	8100-31830-403410	SILMD 207 ACCT# 0712644-4
01/23/2017	801379	NorthWestern Energy	$ 288.13	8100-31830-403410	SILMD 208 ACCT# 0712645-1
01/23/2017	801379	NorthWestern Energy	$ 541.70	8100-31830-403410	SILMD 209 ACCT# 0712646-9
01/23/2017	801379	NorthWestern Energy	$ 85.71	8100-31830-403410	SILMD 210 ACCT# 0712647-7
01/23/2017	801379	NorthWestern Energy	$ 47.61	8100-31830-403410	SILMD 211 ACCT# 0712648-5
01/23/2017	801379	NorthWestern Energy	$ 47.61	8100-31830-403410	SILMD 212 ACCT# 0712649-3
01/23/2017	801379	NorthWestern Energy	$ 28.58	8100-31830-403410	SILMD 213 ACCT# 0712650-1
01/23/2017	801379	NorthWestern Energy	$ 475.73	8100-31830-403410	SILMD 214 ACCT# 0712651-9
01/23/2017	801379	NorthWestern Energy	$ 141.32	8100-31830-403410	SILMD 216 ACCT# 0712652-7
01/23/2017	801379	NorthWestern Energy	$ 361.57	8100-31830-403410	SILMD 217 ACCT# 0712653-5
01/23/2017	801379	NorthWestern Energy	$ 264.12	8100-31830-403410	SILMD 220 ACCT# 0712654-3
01/23/2017	801379	NorthWestern Energy	$ 8.83	8100-31830-403410	SILMD 221 ACCT# 0712655-0
01/23/2017	801379	NorthWestern Energy	$ 75.37	8100-31830-403410	SILMD 222 ACCT# 0712656-8
01/23/2017	801379	NorthWestern Energy	$ 114.29	8100-31830-403410	SILMD 223 ACCT# 0712657-6
01/23/2017	801379	NorthWestern Energy	$ 1,856.68	8100-31830-403410	SILMD 224 ACCT# 0712658-4
01/23/2017	801379	NorthWestern Energy	$ 410.47	8100-31830-403410	SILMD 225 ACCT# 0712659-2
01/23/2017	801379	NorthWestern Energy	$ 307.30	8100-31830-403410	SILMD 226 ACCT# 0712660-0

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01/23/2017	801379	NorthWestern Energy	$ 621.65	8100-31830-403410	SILMD 227 ACCT# 0712661-8
01/23/2017	801379	NorthWestern Energy	$ 797.26	8100-31830-403410	SILMD 228 ACCT# 0712662-6
01/23/2017	801379	NorthWestern Energy	$ 412.38	8100-31830-403410	SILMD 229 ACCT# 0712663-4
01/23/2017	801379	NorthWestern Energy	$ 962.21	8100-31830-403410	SILMD 230 ACCT# 0712664-2
01/23/2017	801379	NorthWestern Energy	$ 577.34	8100-31830-403410	SILMD 231 ACCT# 0712665-9
01/23/2017	801379	NorthWestern Energy	$ 2,501.76	8100-31830-403410	SILMD 232 ACCT# 0712666-7
01/23/2017	801379	NorthWestern Energy	$ 833.69	8100-31830-403410	SILMD 233 ACCT# 0712667-5
01/23/2017	801379	NorthWestern Energy	$ 470.02	8100-31830-403410	SILMD 234 ACCT# 0712668-3
01/23/2017	801379	NorthWestern Energy	$ 525.76	8100-31830-403410	SILMD 235 ACCT# 0712669-1
01/23/2017	801379	NorthWestern Energy	$ 167.15	8100-31830-403410	SILMD 236 ACCT# 0712670-9
01/23/2017	801379	NorthWestern Energy	$ 400.38	8100-31830-403410	SILMD 237 ACCT# 0712671-7
01/23/2017	801380	NorthWestern Energy	$ 12.32	0100-51120-403410	Electrical charges for Pioneer tennis courts.
01/23/2017	801380	NorthWestern Energy	$ 45.09	0100-51270-403410	0712387-0
01/23/2017	801380	NorthWestern Energy	$ 199.06	0100-51220-403410	0712536-2
01/23/2017	801380	NorthWestern Energy	$ 52.59	0100-51220-403410	0720818-4
01/23/2017	801380	NorthWestern Energy	$ 77.68	0100-51260-403410	0720821-8
01/23/2017	801380	NorthWestern Energy	$ 2,864.69	5020-74000-403410	0722264-9
01/23/2017	801380	NorthWestern Energy	$ 4,380.62	5020-74000-403410	0723040-2
01/23/2017	801380	NorthWestern Energy	$ 39.87	0100-51120-403410	0723045-1
01/23/2017	801380	NorthWestern Energy	$ 57.95	5020-74000-403410	0723059-2
01/23/2017	801380	NorthWestern Energy	$ 829.40	1500-22210-403410	0871546-8
01/23/2017	801380	NorthWestern Energy	$ 625.31	5020-74000-403410	1116452-2
01/23/2017	801380	NorthWestern Energy	$ 189.32	5020-74000-403410	1142253-2
01/23/2017	801380	NorthWestern Energy	$ 0.21	2110-31320-403410	1740357-7
01/23/2017	801380	NorthWestern Energy	$ 0.43	2110-31320-403410	1748896-6
01/23/2017	801380	NorthWestern Energy	$ 35.91	0100-51120-403410	1836666-6
01/23/2017	801380	NorthWestern Energy	$ -	0100-51120-403410	0722287-0
01/23/2017	801380	NorthWestern Energy	$ -	0100-51120-403410	0839280-5
01/23/2017	801380	NorthWestern Energy	$ 113.04	5120-85000-403410	389 62nd St Lift
01/23/2017	801380	NorthWestern Energy	$ 108.71	5610-71130-403410	3085107-5. New Employee Parking. January 2017
01/23/2017	801380	NorthWestern Energy	$ 3,322.34	5610-71130-403410	0100483-7. Runway Lights. January 2017
01/23/2017	801380	NorthWestern Energy	$ 2,335.36	5610-71130-403410	0100484-5. ARFF Facility. January 2017
01/23/2017	801380	NorthWestern Energy	$ 80.56	5610-71130-403410	1647695-4. De Icer. January 2017
01/23/2017	801380	NorthWestern Energy	$ 1,279.98	5610-71190-403410	1993430-6. Car Wash. January 2017
01/23/2017	801380	NorthWestern Energy	$ 652.91	5610-71190-403410	2001846-1. Mud Wash. January 2017
01/23/2017	801380	NorthWestern Energy	$ 350.35	5610-71190-403410	2001848-7. Detail Bay 1 Hertz. January 2017
01/23/2017	801380	NorthWestern Energy	$ 341.19	5610-71190-403410	2001855-2. Detail Bay 2 National/Alamo. January
01/23/2017	801380	NorthWestern Energy	$ 192.58	5610-71190-403410	2001862-8. Detail Bay 3 Enterprise. January 2017
01/23/2017	801380	NorthWestern Energy	$ 219.18	5610-71190-403410	2001865-1. Detail Bay 4 Avis/Budget. January 2017
01/23/2017	801380	NorthWestern Energy	$ 153.21	5610-71170-403410	1138926-9. Aero Interiors. January 2017
01/23/2017	801380	NorthWestern Energy	$ 728.66	5610-71170-403410	1669567-8. TSA Building. January 2017

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01/23/2017	801380	NorthWestern Energy	$ 2,054.26	5020-74000-403410	5809 Canyonwoods
01/23/2017	801380	NorthWestern Energy	$ 133.26	0100-51120-403410	0925496-2
01/23/2017	801381	O'Reilly Auto Parts	$ 125.86	5710-00000-141714	BUS MET PO NUM 301640
01/23/2017	801381	O'Reilly Auto Parts	$ 227.70	5710-00000-141714	BUS MET PO NUM 301640
01/23/2017	801381	O'Reilly Auto Parts	$ 5.72	5710-71440-402320	AUTO &TRUCK MAINT.ITEMS
01/23/2017	801381	O'Reilly Auto Parts	$ 12.99	5710-71440-402320	AUTO &TRUCK MAINT.ITEMS
01/23/2017	801381	O'Reilly Auto Parts	$ 141.39	5710-71470-402320	AUTO &TRUCK MAINT.ITEMS
01/23/2017	801381	O'Reilly Auto Parts	$ 136.32	2110-31320-402320	spray paint for touchups on vehicles
01/23/2017	801381	O'Reilly Auto Parts	$ 45.04	0100-51210-402320	1551-257724
01/23/2017	801381	O'Reilly Auto Parts	$ 34.52	5120-84000-402320	1551-261770
01/23/2017	801381	O'Reilly Auto Parts	$ 62.37	5020-74000-402320	NONSTOCKING ITEMS-P.U.D.
01/23/2017	801381	O'Reilly Auto Parts	$ 75.03	5020-75000-402320	NONSTOCKING ITEMS-P.U.D.
01/23/2017	801381	O'Reilly Auto Parts	$ 41.96	5120-85000-402320	NONSTOCKING ITEMS-P.U.D.
01/23/2017	801381	O'Reilly Auto Parts	$ 739.90	6010-00000-141000	1551-260772 PO NUM 301640
01/23/2017	801381	O'Reilly Auto Parts	$ 83.94	6010-00000-141000	1551-261010 PO NUM 301640
01/23/2017	801381	O'Reilly Auto Parts	$ 101.76	5710-71470-402320	AUTO &TRUCK MAINT.ITEMS
01/23/2017	801381	O'Reilly Auto Parts	$ 89.90	5710-00000-141714	BUS MET PO NUM 301640
01/23/2017	801381	O'Reilly Auto Parts	$ 56.56	2110-31320-402320	ring terminals/elec tape/cutters
01/23/2017	801381	O'Reilly Auto Parts	$ 31.26	5710-71440-402320	AUTO &TRUCK MAINT.ITEMS
01/23/2017	801381	O'Reilly Auto Parts	$ 8.97	6010-00000-141000	1551-261901 PO NUM 301640
01/23/2017	801381	O'Reilly Auto Parts	$ 98.36	5120-84000-402320	NONSTOCKING ITEMS-P.U.D.
01/23/2017	801381	O'Reilly Auto Parts	$ 275.40	2110-31320-402320	paint for trucks
01/23/2017	801381	O'Reilly Auto Parts	$ 17.19	2110-31320-402320	bower motor for unit 1195
01/23/2017	801381	O'Reilly Auto Parts	$ 15.98	2110-31320-402320	gas stabilizer
01/23/2017	801381	O'Reilly Auto Parts	$ 77.94	5710-71440-402320	AUTO &TRUCK MAINT.ITEMS
01/23/2017	801381	O'Reilly Auto Parts	$ 38.61	2110-31320-402320	crimper splice for unit 1152
01/23/2017	801389	Rebel River Creative LLC	$ 8,628.00	2030-15130-407968	TIF Grant Assistance Rebel River Creative
01/23/2017	801390	Sanderson Stewart	$ 56,747.04	8450-31860-409310	WO 16-09 Grand Ave (48th Street West to 58th
01/23/2017	801394	Skyline Services, Inc	$ 1,615.00	2600-55120-403660	Invoice 39730
01/23/2017	801394	Skyline Services, Inc	$ 1,695.00	5610-71120-403660	FY17 Window Washing Services
01/23/2017	801395	Solid Waste Systems Inc	$ 2,732.80	5410-31220-402320	91920
01/23/2017	801395	Solid Waste Systems Inc	$ 305.86	5410-31220-402320	91920
01/23/2017	801395	Solid Waste Systems Inc	$ 178.91	5410-31220-402320	92046
01/23/2017	801395	Solid Waste Systems Inc	$ 2,831.58	5410-31220-402320	92065
01/23/2017	801395	Solid Waste Systems Inc	$ 173.66	5410-31220-402320	92065
01/23/2017	801395	Solid Waste Systems Inc	$ 79.21	5410-31220-402320	92070
01/23/2017	801395	Solid Waste Systems Inc	$ 58.48	5410-31220-402320	92070
01/23/2017	801395	Solid Waste Systems Inc	$ 438.21	5410-31220-402320	92226
01/23/2017	801395	Solid Waste Systems Inc	$ 207.79	6010-00000-141000	92046 PO NUM 302263
01/23/2017	801395	Solid Waste Systems Inc	$ 920.59	6010-00000-141000	92060 PO NUM 302263
01/23/2017	801396	Sowles Company	$ 34,650.00	5410-31220-403660	Sky bridge repair at Wastewater Treatment Plant

Check Date	Check	Name	Amount	Account	Item Desc
01/23/2017	801401	Stericycle Inc	$ 5,249.00	5410-31230-403590	Hazardous Waste Removal
01/23/2017	801406	The Appraisal Group Ltd	$ 2,750.00	8450-31860-409310	WO 16-09 Grand Ave (48th St W to 58th St W)
01/23/2017	801409	Town & Country Supply Association	$ 435.22	1500-22260-402310	242405: FIRE1 - UNLEADED DELIVERED
01/23/2017	801409	Town & Country Supply Association	$ 530.27	1500-22260-402310	242405: FIRE1 - BLENDED DIESEL DELIVERED
01/23/2017	801409	Town & Country Supply Association	$ 638.40	1500-22260-402310	242405: FIRE1 - BLENDED DIESEL DELIVERED
01/23/2017	801409	Town & Country Supply Association	$ (50.00)	1500-22260-402310	64031: CREDIT MEMO / OVER
01/23/2017	801409	Town & Country Supply Association	$ 11,079.84	5710-00000-141000	BUS MET PO NUM 302241
01/23/2017	801409	Town & Country Supply Association	$ 13,519.69	6010-00000-141000	242335 PO NUM 302257
01/23/2017	801409	Town & Country Supply Association	$ 7,225.62	6010-00000-141000	242733 PO NUM 302257
01/23/2017	801410	Tractor & Equipment Co.	$ 1,940.28	2110-31320-402320	cutting edges/bolts/nuts for graders
01/23/2017	801410	Tractor & Equipment Co.	$ 5,717.76	5410-31230-402320	BLW00173047
01/23/2017	801410	Tractor & Equipment Co.	$ 6,754.28	5410-31230-402320	BLW00173051
01/23/2017	801410	Tractor & Equipment Co.	$ 320.11	2110-31320-402320	BLCS0640081
01/23/2017	801410	Tractor & Equipment Co.	$ 70.37	0100-51120-402320	BLCS640627
01/23/2017	801410	Tractor & Equipment Co.	$ 30.00	0100-51120-402320	BLCS640627
01/23/2017	801410	Tractor & Equipment Co.	$ 1,809.69	5410-31230-402320	BLW00173052
01/23/2017	801412	Ugrin, Alexander, Zadick,& Higgins	$ 3,578.54	0100-16110-403560	Longevity Policy
01/23/2017	801413	Unemployment Ins Contributions Bureau	$ 20,770.12	9000-00000-209996	Quarterly Unemployment Insurance for quarter
01/23/2017	801424	Verizon Wireless	$ 200.09	1500-21700-403450	Animal Shelter MDT
01/23/2017	801424	Verizon Wireless	$ 787.32	7170-21660-403450	CCSIU Cell/PTT
01/23/2017	801424	Verizon Wireless	$ 80.02	7170-21660-403450	CCSIU RAVEN
01/23/2017	801424	Verizon Wireless	$ 40.01	6200-19110-403450	ITD
01/23/2017	801424	Verizon Wireless	$ 80.02	2600-55170-403450	Library Outreach Air Cards
01/23/2017	801424	Verizon Wireless	$ 3,630.39	1500-21110-403450	MDT Toughbooks
01/23/2017	801424	Verizon Wireless	$ 470.28	5710-71470-403160	MET Transit Tablets
01/23/2017	801424	Verizon Wireless	$ 40.01	1500-21110-403450	Police ICAC 406-690-7347
01/23/2017	801424	Verizon Wireless	$ 40.01	1500-21110-403450	Police MiFi 406-633-0820
01/23/2017	801424	Verizon Wireless	$ 40.01	1500-21110-403450	Police US Marshall Toughbooks
01/23/2017	801424	Verizon Wireless	$ 40.01	0100-51120-403450	PRPL-PARKS PMD Air Card 406-794-6977
01/23/2017	801424	Verizon Wireless	$ 288.07	5020-75000-403450	PW-Distribution Collection Tablets
01/23/2017	801424	Verizon Wireless	$ 192.05	5120-85000-403450	PW-Distribution Collection Tablets
01/23/2017	801424	Verizon Wireless	$ 140.06	6700-31410-403450	PW-Engineering
01/23/2017	801424	Verizon Wireless	$ 70.03	2110-31320-403450	PW-Streets
01/23/2017	801424	Verizon Wireless	$ 18.02	5020-75000-403450	PWBELKNAP-AIR
01/23/2017	801424	Verizon Wireless	$ 12.00	5120-85000-403450	PWBELKNAP-AIR
01/23/2017	801424	Verizon Wireless	$ 200.05	7170-21660-403450	CCSIU MDT
01/23/2017	801424	Verizon Wireless	$ 192.04	5020-75000-403450	PW-DIS-COLL CITYWORKS
01/23/2017	801424	Verizon Wireless	$ 128.04	5120-85000-403450	PW-DIS-COLL CITYWORKS
01/23/2017	801424	Verizon Wireless	$ 80.02	1500-21110-403450	POLICE IPAD
01/23/2017	801424	Verizon Wireless	$ 240.06	2110-31320-403450	PW-STREETS CITY WORKS
01/23/2017	801424	Verizon Wireless	$ 40.01	5210-15210-403450	PARKING 406-690-5822 5210-15210-403450

Check Date	Check	Name	Amount	Account	Item Desc
01/23/2017	801424	Verizon Wireless	$ 280.07	5020-73120-403450	PWBLNP COMM-METER CityWorks/Neptune
01/23/2017	801424	Verizon Wireless	$ 40.01	2510-21870-403450	POLICE Forensics Tim West
01/23/2017	801424	Verizon Wireless	$ 480.14	5020-73120-403450	PWBLKNP METER SHOP 5020-73120-403450
01/23/2017	801424	Verizon Wireless	$ 40.01	0100-15120-403450	Finance 406-698-9127 Pat Weber iPad
01/23/2017	801424	Verizon Wireless	$ 40.01	5020-74000-403450	PWBLKNP WATER TREATMENT BRIAN RISSER
01/23/2017	801425	Verizon Wireless	$ 683.05	5610-71100-403450	Airport
01/23/2017	801425	Verizon Wireless	$ 471.42	1500-21700-403450	Animal Shelter
01/23/2017	801425	Verizon Wireless	$ 172.52	7170-21660-403450	CCSIU
01/23/2017	801425	Verizon Wireless	$ 115.68	0100-16110-403450	City Attorney
01/23/2017	801425	Verizon Wireless	$ 112.71	1500-22250-403450	Comm Center 911
01/23/2017	801425	Verizon Wireless	$ 107.78	6500-15650-403450	Facilites BOC Plus 70% of 406-672-3027
01/23/2017	801425	Verizon Wireless	$ 74.47	6500-15670-403450	Facilities City Hall Plus 30% of 406-672-3027
01/23/2017	801425	Verizon Wireless	$ 81.47	0100-15120-403450	Finance Pat Weber
01/23/2017	801425	Verizon Wireless	$ 1,338.53	1500-22210-403450	Fire Department
01/23/2017	801425	Verizon Wireless	$ 13.19	6200-19110-403450	ITD
01/23/2017	801425	Verizon Wireless	$ 15.07	2600-55170-403450	LBRY OTRCH Library Outreach
01/23/2017	801425	Verizon Wireless	$ 370.74	2600-55120-403450	Library
01/23/2017	801425	Verizon Wireless	$ 44.16	0100-11000-403450	Mayor
01/23/2017	801425	Verizon Wireless	$ 54.46	6010-15500-403450	Motor Pool
01/23/2017	801425	Verizon Wireless	$ 199.04	0100-12200-403450	Muni Court Drug Court
01/23/2017	801425	Verizon Wireless	$ 89.27	0100-12120-403450	Municipal Court Judge
01/23/2017	801425	Verizon Wireless	$ 13.19	2400-43010-403450	Planning
01/23/2017	801425	Verizon Wireless	$ 3,713.63	1500-21110-403450	Police
01/23/2017	801425	Verizon Wireless	$ 130.53	2510-21870-403450	Police Forensic 406-794-6880 406-698-7323
01/23/2017	801425	Verizon Wireless	$ 512.08	1500-21110-403450	Police Resource Officers
01/23/2017	801425	Verizon Wireless	$ 28.83	2490-21960-403450	Police-DOM VIOL 406-698-1391
01/23/2017	801425	Verizon Wireless	$ 116.16	5210-15210-403450	PRKING ENFORCEMENT (Parking)
01/23/2017	801425	Verizon Wireless	$ 173.32	0100-51100-403450	PRPL - Director Admin
01/23/2017	801425	Verizon Wireless	$ 282.98	0100-51210-403450	PRPL - Recreation Division
01/23/2017	801425	Verizon Wireless	$ 80.00	0100-51400-403450	PRPL-Cemetery
01/23/2017	801425	Verizon Wireless	$ 44.00	0100-51120-403450	PRPL-PARK SHOPS
01/23/2017	801425	Verizon Wireless	$ 985.36	0100-51120-403450	PRPL-PARKS
01/23/2017	801425	Verizon Wireless	$ 61.73	6600-31100-403450	Public Works Admin
01/23/2017	801425	Verizon Wireless	$ 225.05	6700-31410-403450	PW-Engineering
01/23/2017	801425	Verizon Wireless	$ 122.00	5410-31210-403450	PW-Solid Waste
01/23/2017	801425	Verizon Wireless	$ 341.07	2110-31320-403450	PW-STRT TRFC Streets
01/23/2017	801425	Verizon Wireless	$ 260.43	5410-31230-403450	PW-SW-ON CALL Solid Waste On Call
01/23/2017	801425	Verizon Wireless	$ 439.84	5020-75000-403450	PWBELKNAP-DIST COLL Distribution
01/23/2017	801425	Verizon Wireless	$ 293.22	5120-85000-403450	PWBELKNAP-DIST COLL Distribution
01/23/2017	801425	Verizon Wireless	$ 903.85	5020-74000-403450	PWBELKNAP-WT Water Treatment
01/23/2017	801425	Verizon Wireless	$ 443.04	5020-73120-403450	PWBLKNP MTRSHOP

Check Date	Check	Name	Amount	Account	Item Desc
01/23/2017	801425	Verizon Wireless	$ 69.86	5020-73110-403450	PWBLKNP OFFICE Belknap Office
01/23/2017	801425	Verizon Wireless	$ 46.57	5120-83110-403450	PWBLKNP OFFICE Belknap Office
01/23/2017	801425	Verizon Wireless	$ 58.23	5020-73140-403450	PWBLKNP STORES
01/23/2017	801425	Verizon Wireless	$ 19.41	5120-83140-403450	PWBLKNP STORES
01/23/2017	801425	Verizon Wireless	$ 932.77	5120-84000-403450	PWBLNP-WWTRMNT1 Wastewater Treatment
01/23/2017	801425	Verizon Wireless	$ 23.40	6060-19310-403450	TeleComm Manager
01/23/2017	801425	Verizon Wireless	$ 92.62	5710-71420-403160	Trans-On Call MET
01/23/2017	801425	Verizon Wireless	$ 94.66	5710-71410-403450	Transit MET
01/23/2017	801425	Verizon Wireless	$ 105.45	5120-87000-403450	PWBLNP-ENVIRONMENTAL
01/23/2017	801425	Verizon Wireless	$ 1,183.02	0100-51120-403450	PRPL-PARKS-SEASONAL
01/23/2017	801425	Verizon Wireless	$ 920.13	5120-84300-403450	PWBLKNP ELECTRICIANS
01/23/2017	801426	Vintage Apothecary LLC	$ 10,377.79	2030-15130-407968	TIF Grant Assistance Vintage Apothecary
01/23/2017	801430	Yellowstone Electric Co	$ 1,328.00	5610-71120-402450	Invoice #BIL5123. Terminal PA Amp
01/23/2017	801430	Yellowstone Electric Co	$ 4,332.00	5610-71190-402450	Invoice #BIL5155. Replace lighting protection on
01/23/2017	801430	Yellowstone Electric Co	$ 2,404.08	5610-71190-402450	Invoice #BIL5115. Replace Bad Camera
01/23/2017	801430	Yellowstone Electric Co	$ 946.13	5610-71190-402450	Invoice #BIL5046. Program CCTV DVR for
01/23/2017	801430	Yellowstone Electric Co	$ 168.00	5610-71120-402450	Invoice #BIL5272. Repair Fire Alarm System

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Public Hearing and Approve McDonald Building Tax Increment Grant

PRESENTED BY: Bruce McCandless, Assistant City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The Downtown Billings Partnership (DBP) is under contract with the City of Billings to manage projects and operations of the downtown Tax Increment District. The DBP Board received an application from 124 Group LLC for up to $700,000 of reimbursable expenses related to the restoration and remodeling of the McDonald Building, located at 124 N. 29th Street. The Council heard a report on the project at its January 17 work session. The partnership's members are McDonald Land Development (Greg McDonald), Honaker Realty (Bill Honaker) and A&E Architects. The building was the first YMCA in Montana and was most recently occupied by the Wendy's franchise restaurant and corporate offices. The proposal is for A&E to occupy the ground floor, housing would be on the 2nd and 3rd levels and the basement would be used to support the other uses but not be regularly occupied. Extensive exterior and interior changes are proposed in the $4.65 million project. Once the owners receive a certificate of occupancy and qualified expenses are documented, the grant would be paid over the three (3) fiscal years following completion. These conditions will be detailed in a development agreement that the DBP is preparing. The City is not obligated to conduct a public hearing on this matter. However, given recent criticism from some members of the Montana Legislature about lack of public input on TIF decisions, staff recommends that the Council conduct a hearing before taking action on the grant.

ALTERNATIVES ANALYZED

City Council may:

- Approve the recommendation to grant up to $700,000 in support of the McDonald Building redevelopment project, or
- Disapprove the recommendation.

FINANCIAL IMPACT

The Downtown Tax Increment District generates about $3.5 million per year. In the FY 2017 budget, the DBP recommended and the Council approved $1.3 million for development incentives. The district also has an annual debt payment of about $1 million and the DBP operating agreement is usually in the range of $250,000 per year. In tax year 2015, the last year that the building was occupied, the annual property tax was about $20,000. When the building became vacant in 2016, the value dropped and the annual property tax was about $11,000. A significant investment in the property and an occupied building will increase the taxable value and the annual tax should match or exceed the amount paid in 2015.

RECOMMENDATION

The DBP Board recommends that the City Council conduct a public hearing and approve a $700,000 tax increment grant to 124 Group LLC for redeveloping the McDonald Building as outlined above and in the attached application.

APPROVED BY CITY ADMINISTRATOR

Attachments

Application

The McDonald Building

T.I.F. FUNDING APPLICATION

Exhibit B

T.I.F. Funding Application
The McDonald Building: Historic Renovation Project
Downtown Billings
124 North 29th Street

Date: November 2, 2016

This historic property is located at the corner of North 29th Street and Second Avenue North in Downtown Billings and was the first YMCA built in Montana. P.B Moss and A.L. Babcock were two of the original trustees and it was finished and dedicated in 1907. The brick façade covers a wood structure with concrete columns and there are three (3) floors built above ground with a full basement that used to house Billings' first public swimming pool. The main level also included a gymnasium with a running track located on the mezzanine. The property has been substantially modified in the past and was most recently the Wendy's restaurant and administrative offices downtown until it closed in 2015. It is currently completely vacant and is in need of redevelopment to once again make it a viable property.

We are applying for TIF Funding to assist in a complete historic building renovation within the boundaries of the Expanded North 27th Street Urban Renewal District.

This historic renovation involves a 28,000 square feet structure that is located on a total of 7,000 square feet of CBD land, which permits its use. As proposed herein, the project would include the conversion of the top two (2) levels, floors two and three, into ten (10) urban lofts ranging from 1,044 square feet to 1,483 square feet. The main floor and its "running track" would be renovated into A & E Architects' main campus and would consist of approximately 7,934 square feet. Finally, the basement would receive minor improvements and include storage for the tenants and mechanical areas. The scope of work includes demolition of all interior areas and the complete replacement of all new systems to include: electrical, plumbing, HVAC, elevator, storefront and windows, fire sprinkling, and interiors. In addition, the location of the original entry on 29th Street would be restored, a cornice detail added back to the top of the building and all paint and other applications would be removed from the brick façade.

In terms of parking, we have had conversations with the City of Billings to secure 25-35 parking spaces in the Park One structure and, as of now, they would have availability. In addition, several of the surrounding neighbors with parking facilities have indicated their interest in leasing parking spaces. As such, it is our opinion that the parking needs for the project can be taken care of both through the private sector and the City Parking Garages.

The project is being developed by The 124 Group, LLC, a partnership made up of Greg McDonald of McDonald Land Development; Bill Honaker of Honaker Realty, LLC; and the partners of A&E Architects. Each partner brings considerable experience in real estate development and management and/or design. All equity is being provided by contributing real property and cash. The following is a summary of sources and uses for the project.

Uses:		
Acquisition/Environmental	$	950,000
Exterior Improvements	$	448,000
Interior Improvements	$	2,671,600
Design Fees	$	249,568
Builder Costs	$	233,970
Admin/Interest/Fees/Appraisals	$	102,392
TOTAL USES OF FUNDS	**$**	**4,655,530**
Sources:		
Bank Financing	$	2,500,000
Developer Cash/Equities	$	1,455,530
Tax Increment Funding	$	700,000
TOTAL SOURCES OF FUNDS	**$**	**4,655,530**

Located within the Downtown Tax Increment District, one would find it hard to dispute the fact that it is one of the most visible, quality sites in town. In addition, the Downtown Billings Framework Plan has highlighted restoring historic properties as a priority of the district and we believe this property should certainly qualify, especially since it is in the heart of the district. In addition, by adding a residential component to any project, which is another priority of the Framework Plan, it stabilizes the "neighborhood" with full-time residents that create more and more demand for services and products. It is our belief that this neighborhood actually needs to occur first, before the retail and office components will follow suit - perhaps opposite of what has been the common theory.

Whereas we understand the magnitude of this financial request, the project simply doesn't work without it. We believe that preserving this significant historic property is crucial, not to mention one of the key priorities of the Framework Plan. We believe this public/private partnership has everything it needs to provide a successful project. The principals are all 3rd generation residents/businesses of this community, we possess the development and design experience required for a successful project, we are putting considerable "skin" in the game and, with your assistance, we can be prepared to "turn dirt" tomorrow. Furthermore, we are estimating that property taxes for the building will more than double, based on the amended 2016 tax statement, which in essence means we are paying back the public investment through our renovation and, at the same time, stabilizing and beautifying downtown with a quality project. We believe that a successful project in this location will help facilitate the ongoing momentum in Downtown and, for generations, we have been supportive of the progress and the process. According to the Framework Plan developed by the Downtown Billings Partnership, a project should:

- Assist in the revitalization of the district
- Attract a stable population within the district
- Stimulate private investment within the district
- Generate additional tax revenues
- Encourage restoration of historic properties

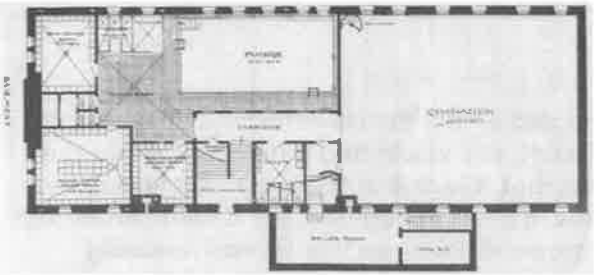
Simply stated, we feel that there is no project that better serves these requirements.

In summary, the total project cost, including the acquisition of the property, is $4,655,530. We are requesting $700,000 to fill our gap in funding. Upon receiving approval of tax increment funding, the construction process would begin immediately and last approximately 10-12 months.

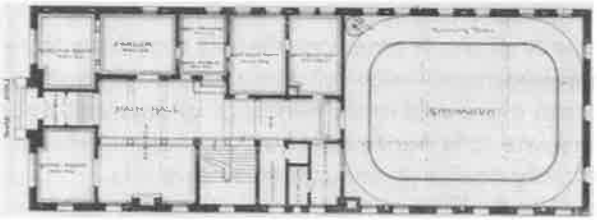
Contact: Bill Honaker
Phone: (406) 861-3201
Email: bill@honaker.us

THE McDONALD BUILDING

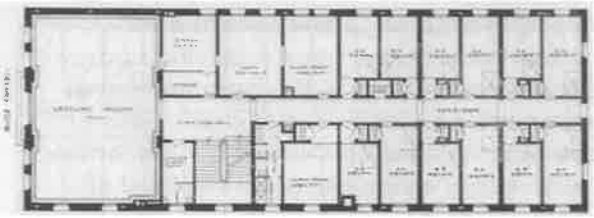
Renovation Project



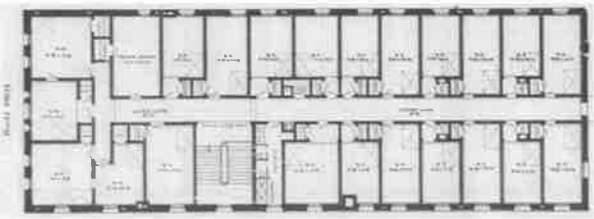
Basement: Swimming Pool, Locker Rooms, Coal Room and Boiler Room Under the Sidewalk, Shower Baths, Gymnasium, Steam Baths, Lavatories



First Floor: Inviting Entrance, Reading Room, Game Room, Boys' Game Room, General Office, Reception Room, Cloak Room, Boys' Reading Room, Running Track



Second Floor: Lecture Room, Night School Rooms, Cafe', Dormitories



Third Floor: 35 Dormitories, Baths, Lavatories

HISTORY

The following is a project package for renovation of the historic McDonald Building (former Wendy's downtown), located at 124 North 29th Street. This proposal includes a historic look at the structure, the scope of renovation work complete with elevation and layout drawings, the construction costs and details, the sources and uses of funds for the project and the resumes of the partners and their experience. But first, a little history.

According to historic records, the structure was built as the very first Young Men's Christian Association (YMCA) in Montana and was finished and dedicated in December of 1907. P.B. Moss and A.L. Babcock were two of the seven original trustees that founded the organization, only 23 years after the incorporation of Billings as a town. The supervising architect was J.G. Link, who has been involved in the best-known architecture of the day, to include the State Capital in Helena and Saint Patrick's Cathedral, the Northern Hotel, the Hart-Albin Building and McKinley School in Billings, to name but a few. The basement of the building housed the first public swimming pool in Billings and the YMCA's charge was to "teach every man and boy in North America to swim". The first floor of the structure also included a gymnasium complete with a mezzanine running track, and the upper floors were built as small living units with a café to help the young men "find their way".

The YMCA moved from this location sometime in the late 1940's. It's unclear exactly what existed in the structure after that move until Bennett's Drugstore remodeled the structure to its current layout in the 1950's. The McDonald family purchased the building in 1978 and moved their companies, Wendy's of Montana and McDonald Land Development, into the building. Wendy's was a tenant until the McDonald family sold the company in December of 2014. Ironically, Mr. Greg McDonald was awarded the Phillip Fortin Humanitarian Award from the YMCA in 2015 and has served on their board.

PROJECT DESCRIPTION

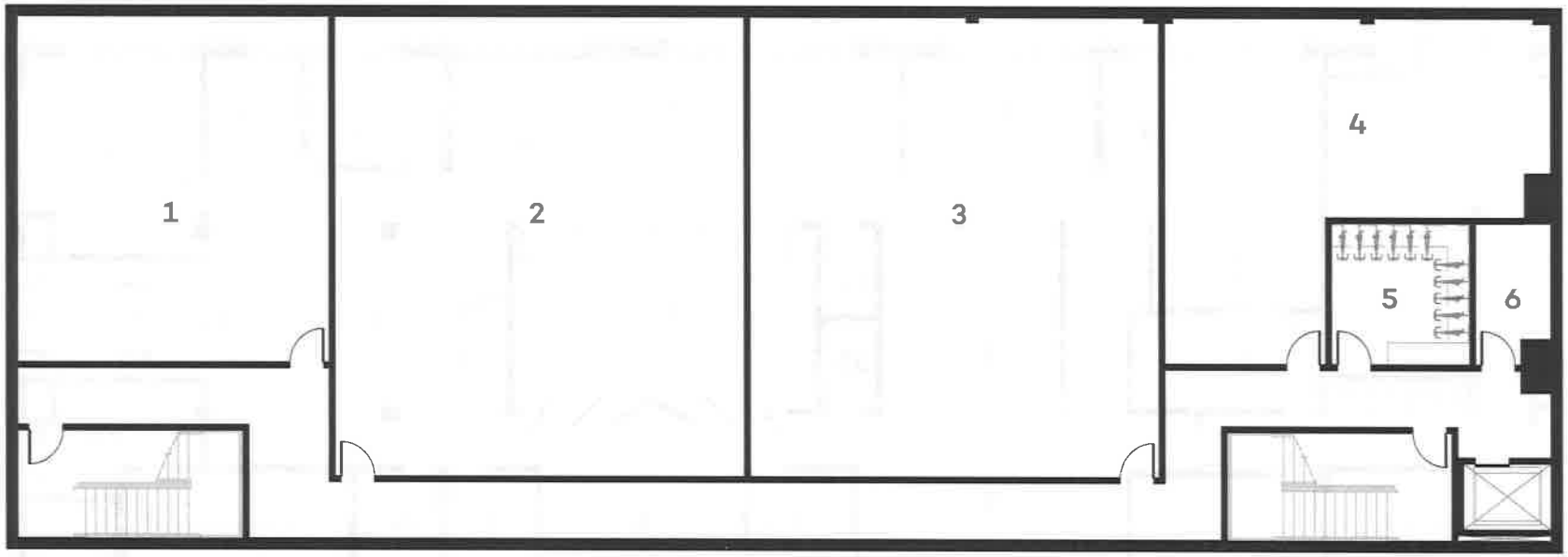
With the departure of Wendy's, the building has remained mostly vacant and has only been able to attract various kinds of Class C tenants. In fact, as we speak, the building is entirely vacant and is the perfect candidate for a complete renovation project. The 28,000 square feet structure has 3 floors above ground with a full basement and is located on a total of 7,000 square feet of CBD land, which permits its use. As proposed herein, the project would include the conversion of the top two (2) levels, floors two and three, into ten (10) urban lofts ranging from 1,044 square feet to 1,483 square feet, and all available for lease. The main level and its "running track" would be renovated into A & E Architects' main campus and would consist of approximately 7,934 square feet, although a small retail/office space is currently planned until such time as A & E would require expansion area. Finally, the basement would receive minor improvements and include only storage for the tenants and mechanical areas.

In terms of parking, we have had conversations with the City of Billings to secure 35-40 parking spaces in the Park One structure and, as of now, they would have availability. In addition, several of the surrounding neighbors with parking facilities have indicated their interest in leasing parking spaces. As such, it is our opinion that the parking needs for the project can be taken care of both through the private sector and the City Parking Garages.

Located within the Downtown Tax Increment District, one would find it hard to dispute the fact that it is one of the most visible, quality sites in town. In addition, the Downtown Billings Framework Plan has highlighted restoring historic properties as a priority of the district and we believe this property should certainly qualify, especially since it is in the heart of the district. In addition, by adding a residential component to any project, which is another priority of the Framework Plan, it stabilizes the "neighborhood" with full-time residents that create more and more demand for services and products. It is our belief that this neighborhood actually needs to occur first, before the retail and office components will follow suit - perhaps opposite of what has been the common theory.

With respect to the proposed timeline, we are prepared to begin the construction process immediately upon receiving approval of tax increment funds. We have had initial conversations with financial institutions and have been assured traditional bank financing is obtainable, especially given the level of proposed equity.

Proposed elevations and layouts are provided below.



NORTH

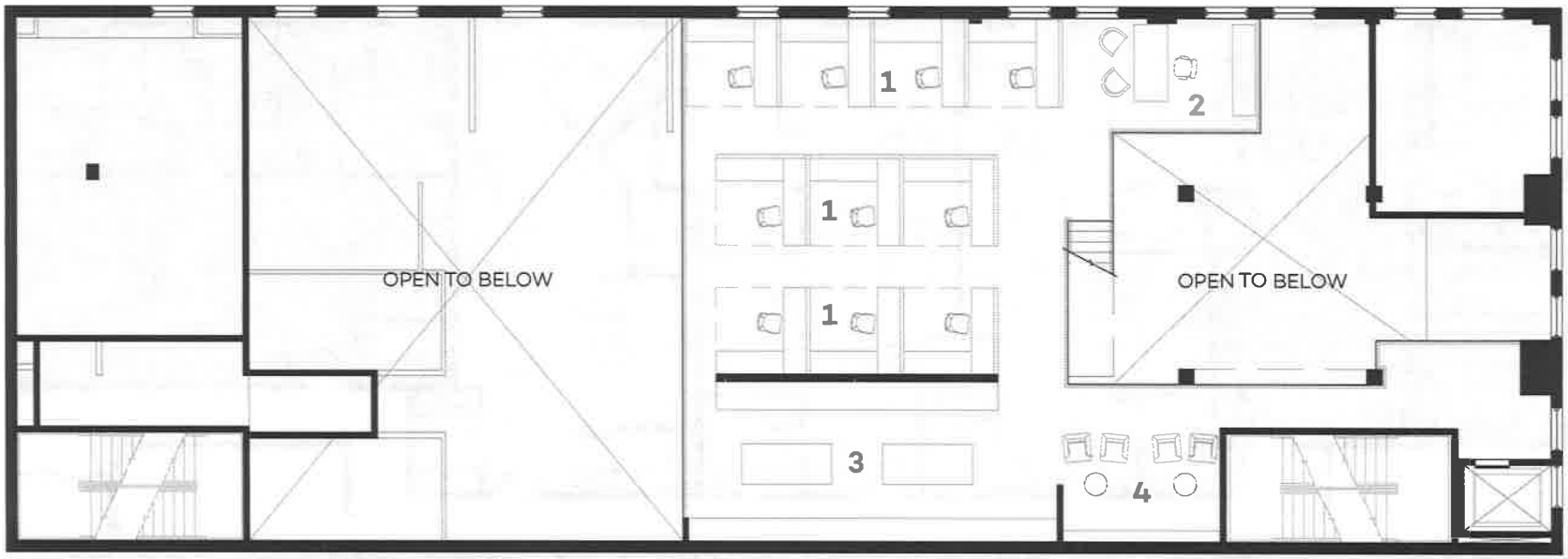
BASEMENT

1. MECHANICAL
2. STORAGE
3. STORAGE
4. RESIDENT STORAGE
5. BIKE STORAGE
6. ELEVATOR MECHANICAL

NORTH

MAIN FLOOR - A&E ARCHITECTS

1. TENANT SPACE
2. RESTROOM
3. PRINCIPAL
4. CHARRETTE
5. WORKSTATIONS
6. CONFERENCE
7. PRINT
8. BREAK ROOM
9. SERVER ROOM
10. STORAGE
11. OFFICE
12. RECEPTION
13. LOBBY
14. BUILDING LOBBY
15. JANITOR



MEZZANINE FLOOR - A&E ARCHITECTS

NORTH

1. WORKSTATIONS
2. PRINCIPAL
3. LIBRARY
4. CHARRETTE

NORTH

SECOND AND THIRD FLOORS

1. ONE BEDROOM UNIT
2. TWO BEDROOM UNIT
3. STUDIO

Original YMCA Building

Bennetts Drugstore Renovation

Current Photo

Proposed Renovation

The McDonald Building

The McDonald Building

CONSTRUCTION DETAILS AND COSTS

The following is a detail of each major construction item involved in the project. The general contractor selected for the development team is Mr. Jerry Jones of Jones Construction. The Jones Company has been involved in the Billings construction market for over 60 years and three (3) generations. They are licensed and bonded and are capable on projects from very small to very large, new and renovations. Their quality of work is excellent and they have a reputation for being on time and on budget. Mr. Jones has assisted us from the beginning in developing the scope of work and its cost. We feel very confident that these cost items are realistic and obtainable.

Building and Shell
Built in approximately 1907, the building is a structure made of brick with concrete columns and wood structure and floors. An initial inspection of the foundation shows the shell to be in good shape with very little settling stress, especially considering the age. Estimates in this category would include the study and removal of all environmentally hazardous materials. In addition, it includes removing all paint and applications covering the existing historic detail and the replacement or repair of all masonry detail, as well as the scaffolding requirements. Exterior lighting would include numerous fixtures to provide up and down lighting to accentuate the architectural detail at night. In the 1950's, the cornice was removed from the top of the building and it is our intention to replace it with a substantial cornice detail. In addition, we are investigating the feasibility of a rooftop patio/green space for use by the building tenants. Finally, sidewalks would be repaired and numerous plants and shrubs added where feasible.

Windows and Storefronts
The scope of work in this section encompasses the removal and partial replacement of upper level windows. Also included is the removal, replacement, and addition of all new storefronts and entry vestibules at the street level. All windows and storefronts would be energy-efficient and sun-tinted per the final plans.

Canopies and Signage
This category covers all signage cantilevered above the entryways as well as interior signage. In addition, we are pursuing a large retro blade sign, as well as the potential for painted signage on the alley side.

Demolition
This category provides for the complete demolition of all interior partitions, electrical, plumbing, ceilings, and finishes that currently exist on floors one through three.

Electrical Services
The scope of work in this category includes a complete replacement and upgrade of the main electrical systems, as well as the complete package of electrical fixtures within the units. This would include providing main breaker panels to each floor and sub-panels to each unit that are separately metered. In addition, it would include the installation of an approved fire alarm system, which would be tied to the sprinkler system in the building, as well as all required wiring to heating and cooling sources. This section also includes the wiring of all data, cable, security and voice systems.

Plumbing
This section would include replacing and/or repairing the entire main plumbing service within the building. This includes all sewer service, hot and cold domestic lines, system development fees and main water lines, roof drains, and common area bathrooms. This section also includes all plumbing fixtures and their installation.

HVAC
All HVAC would be metered separately to each loft and commercial unit and the scope of work would include the removal of existing systems, providing all new ductwork and grills/registers, new heat pump units, new main heat and cooling sources, including the installation of the loop system.

Elevator
This category involves the complete removal and replacement of the elevator and accompanying equipment. There would be four (4) stops (including the basement) and we would replace the door systems and the coach. All coach ADA requirements would be met and the system would provide substantially faster service.

Sprinkler System
We would provide a sprinkler system throughout the entire building, including the basement. This category assumes City water service is located near the building and it includes the cost of the main water line into the structure and any required stand pipes.

Interior Finishes
This section would encompass a complete finishes package for all office, retail, loft and common areas. It includes all carpentry and millwork, insulation, installation of new acoustical tile or drywall ceilings, cabinetry, doors, drywall/taping, painting, floor coverings, appliances, and window treatments.

General Contractor Costs
Builder costs are separated into two (2) different categories: general conditions, which include all project fees, miscellaneous items and general labor and supervision payroll; and profit/overhead, which includes not only contractor profit, but also administrative costs.

Soft Costs
This section provides for all soft project costs to include: architectural and engineering fees, closing costs, holding costs for building expenses during construction, legal and accounting fees, and an interest reserve for a 12-month construction and stabilization period.

The McDonald Building

THE MCDONALD BUILDING - PROJECT COSTS

Acquisition:		
Purchase of Property	$	800,000
Environmental/Abatement	$	150,000
Total Acquisition	***$***	***950,000***
Exterior:		
Misc. Sitework/Landscaping	$	10,000
Exterior Lighting	$	20,000
Paint Removal	$	100,000
Masonry	$	40,000
Parapet/Cornice/Rooftop Patio	$	50,000
Lifts/Scaffolding	$	18,000
Alley Repair/Trellis	$	5,000
Canopies/Signage	$	40,000
Windows (partial)	$	50,000
Storefronts/Doors	$	115,000
Total Exterior	***$***	***448,000***
Interior Shell:		
Demolition	$	50,000
Electrical/Fire Alarm/Cabling	$	348,000
Plumbing	$	298,000
Fire Sprinkler	$	95,000
HVAC	$	312,000
Elevator	$	105,000
Carpentry/Fit-out	$	925,000
Basement Storage	$	30,000
General Conditions	$	225,000
10% Contingency	$	283,600
Total Interior Shell	***$***	***2,671,600***
Soft Costs:		
Builder Profit/Overhead – 7.5%	$	233,970
Design Fees – 8%	$	249,568
Admin/Fees/Costs – 2%	$	62,392
Interest Reserve	$	40,000
Total Soft Costs	***$***	***585,930***
TOTAL PROJECT COST	**$**	**4,655,530**

SOURCES AND USES

There are several sources of funding being utilized for this project. First, a construction/ permanent loan from a traditional lender would be acquired in the amount of $2,500,000, with $1,455,530 to be paid in cash or equity by the developers. We would be asking the Downtown Billings Partnership and the City of Billings for tax increment funds in the amount of $700,000, to be paid upon receiving a Certificate of Occupancy and final review from the Downtown Billings Partnership Board. This request is somewhat higher than the traditional 4:1 ratio, however, we find the gap is larger due to two things. First, as one can imagine, historic renovations are substantially more expensive than new construction, due to upgrades to code and unforeseen costs. Secondly, and more importantly, there is a real gap between what the residential component costs to build and the limit on what can be charged in terms of rent.

Our experience at the Securities Building, which has 12 urban lofts, is that the loft units were about $30-$50 per square foot more expensive to build than commercial units, mainly because commercial tenants will share some of the fit-out costs, whereas housing needs to be turn-key. And at the same time, market rents are slightly lower on a square foot basis and it simply doesn't "pencil out". Furthermore, certain historic tax credits can many times provide additional funding sources for older buildings, but they only apply to the costs involved with the commercial construction, not residential costs. As such, not only are the loft units more expensive to build and rents are lower, but you also lose a potential funding mechanism. Notwithstanding, we firmly believe that residential development is crucial to the survival of the downtown core and we simply have a larger gap to fill.

Sources and Uses Summary

Uses:		
Total Project Cost	$	4,655,530
Sources:		
Bank Financing	$	2,500,000
Tax Increment Reimbursement	$	700,000
Developer Equity and Cash	$	1,455,530
TOTAL PROJECT COST	**$**	**4,655,530**

The McDonald Building

PARTNER BREAKDOWN AND EXPERIENCE

The 124 Group, LLC is the developer and owner for the project and has unique and considerable experience for this type of mixed-use renovation. As proposed herein, the partnership consists of McDonald Land Development as a 50% partner, A&E Architects as a 25% partner and Honaker Realty, LLC as a 25% partner. The McDonald group is contributing their property at appraised value and the balance of equity is being provided in cash by the remaining partners.

Bill Honaker is the project manager and lead developer for this proposed project and has considerable experience with large historic renovations, specifically the Securities Building, which involved 37,000 sf of historic, mixed-use renovation. The project included retail on the first floor anchored by Walkers Grill, two (2) floors of Class A office space and two (2) floors of urban lofts. Honaker Realty, LLC also manages the building and has gained valuable insight into the "ins and outs" of mixed-use development and management. In addition, Mr. Honaker recently assembled and entitled a piece of commercial land on the downtown peripheral that will be the new home of the Home2 Suites by Hilton, of which he is a partner. A Billings native for over 56 years, Mr. Honaker brings knowledge from each facet of the development process. His experience as a banker, real estate broker, construction manager, and developer will prove essential in producing a high-quality development project. Bill has been president and chairman of the Downtown Billings Partnership and is currently Chairman of the Board at Western Security Bank and an active member of the State Restaurant Association.

Greg McDonald is the principal of the McDonald Land Development group and has been involved in the Billings market for decades. Mr. McDonald joined Wendy's of Montana, the family business, in 1981 and then again as Vice-President in 1994 and was promoted to President 1997. Mr. McDonald operated 23 operations in 14 different cities until the operations were sold in 2014. However, the McDonald family retained all of the real estate as the landlord. In addition to the Wendy's properties, the McDonald family owns and manages several other significant properties downtown and recently finished developing Trail Head Townhomes, a 32-unit development in midtown. Currently, Mr. McDonald is developing a retail property on Gabel Road near the Transtech Center. He has been a board member on the Downtown Billings Partnership, the YMCA, Boys and Girls Club, and Billings Chamber of Commerce, to name a few, and he and his family have a long history of philanthropic pursuits.

A&E Architects almost needs no introduction as they have been involved and designing in this market for many years. They have continued to expand their operations and are one of the premier architects in the region. The four partners involved in this project are Eric Simonsen, Ric Heldt, Dusty Eaton and Chris Martison.

A&E Architects, P.C., has been providing architectural, project management, and construction administration services in the northern Rocky Mountain Region for 43 years from offices in Billings, Bozeman, and Missoula, Montana. They are a versatile firm with a strong commitment to client satisfaction, quality design, and improving the built environment.

A&E's staff of 40 professionals has been selected for their experience and diversity, as well as their balance of design and technical skills. The staff includes 20 licensed architects, 12 architectural interns, two designers, one construction administrator, an IT/CADD manager, a business manager, a marketing director, and two office administrators. By combining talented architects and experienced construction personnel with seasoned principals, they energize the design and construction process.

The architects of A&E have acquired a unique appreciation of timelessness — and a corresponding ability to create designs of substance. One result of this philosophy is that A&E buildings not only endure, but also function comfortably and naturally for their owners and users. Their shorthand for this approach is The Architecture of Permanence. For them, this signifies a combination of innovation, meaning, lasting beauty, independence from design trends, and responsibility to both the past and the future.

The McDonald Building

SUMMARY

Obviously, we are very excited about the possibility of this redevelopment project. Whereas we understand the magnitude of our financial request, the project simply doesn't work without it. We believe that preserving this significant historic property is crucial and are willing to provide considerable private resources to insure its success. We really do not have a plethora of remaining architectural history left standing in Billings, especially when one compares it to Missoula or Helena or Butte. We believe this partnership has everything it needs to be successful with the project. We are all 3rd generation residents/businesses of this community, we possess the development and design experience required for a successful project, we are putting considerable "skin" in the game and, with your assistance, we can be prepared to "turn dirt" tomorrow. Furthermore, we are estimating that property taxes for the building will more than double, based on the amended 2016 tax statement, which in essence means we are paying back the public investment through our renovation and, at the same time, stabilizing and beautifying downtown with a quality project. We believe that a successful project in this location will help facilitate the ongoing momentum in downtown and, for generations, we have been supportive of the progress and the process.

According to the Framework Plan developed by the Downtown Billings Partnership, a project should:

- Assist in the revitalization of the district
- Attract a stable population within the district
- Stimulate private investment within the district
- Generate additional tax revenues
- Encourage restoration of historic properties

Simply stated, we feel that there is no project that better serves these requirements.

Regular 3.

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: Public hearing and resolution approving a property tax abatement for 7th Avenue Hospitality, LLC, dba Home2 Suites by Hilton

PRESENTED BY: Bruce McCandless, Assistant City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The City of Billings operates property tax incentive programs under State Law authority found in 15-24-1401,1501, 1502 and 1601, MCA. 7th Avenue Hospitality, LLC, dba Home2 Suites by Hilton, applied for a tax abatement under 15-24-1501, MCA and City Resolution No. 05-18377. This program encourages property remodeling, reconstruction and expansion by exempting 100% of the increase in valuation from City and local School District taxes during the construction period and for the following four (4) years. In the fifth and subsequent years, the improvements are fully taxable. Minimum qualifications include that the investment must be at least $500,000, it adds at least 2.5% to the property's taxable value, current property taxes are paid, the zoning is correct and the applicant disclose the type and the estimated number of full time and part time jobs that the investment will create. The private investment meets the value criteria, taxes are paid and the zoning is correct. The applicant states that the new hotel will create 16 new full time and 10 part time jobs. The City Council must conduct a public hearing before considering the attached resolution that grants the tax exemption. The hearing was advertised in the Billings Times on January 26 and February 2.

ALTERNATIVES ANALYZED

The City Council may approve or disapprove the application and resolution. If the Council disapproves the application, it should state the incentive criteria that the applicant does not meet.

FINANCIAL IMPACT

The property formerly had several houses and small office buildings on it. The buildings had a total assessed value of $1.3 million prior to their demolition in 2015. The Montana Department of Revenue estimates that the assessed value of the new building will be approximately $8 million. If the Council approves the application, the owners will not pay property tax on the net, new investment value until the incentive expires after four (4) years. The property will still be subject to the City's other fees and assessments.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the application and resolution granting a tax abatement for the Home2 Suites by Hilton located at 2611 7th Avenue North.

APPROVED BY CITY ADMINISTRATOR

Attachments

Application
Resolution

APPLICATION FORM FOR TAX REDUCTION
BUILDING REMODEL, EXPANSION OR RECONSTRUCTION

(As allowed under Yellowstone County Resolution 02-66, City Council Resolutions 05-18377 and 05-18378 and 15-24-1501, 15-24-1502 or 15-24-1601 MCA)

1. Name of business: 7th Avenue Hospitality, LLC (DBA – Home2 Suites by Hilton)

2. XXX Building Remodel or Reconstruction: Start of construction (date) November 2015

   End of construction (date) November 2016

3. _____ Building Expansion: Start of construction (date) _____

   End of construction (date) _____

4. Address of business: 2611 7th Avenue North, Billings, MT 59101

   Actual location of business: Block bounded by North 27th St., North 26th St., 7th Ave. N. and 6th Ave. N.

   Tax Code: A07225

   Within city limits of Billings ■ YES ☐ NO

5. Person representing business and responsible for application:

   Name: Don Cape Title: Managing Member

   Address: 1184 North 15th, Suite 4, Bozeman, MT Telephone: 406-579-2316

6. Amount of capital investment for Expansion, Remodel or Reconstruction in Billings / Yellowstone County: $ 12,773,546 (attach detailed costs of materials and labor and dates of construction. County Commissioners and/or City Council may request further information, such as financial statements, business references, or other documents prior to acting on this request).

7. Approximate market value of building prior to remodel, reconstruction, or expansion:

   $ 1,400,000 (assessed value).

8. Explain business activity – what business does: Home2 Suites by Hilton, an extended stay limited service 95 room hotel

9. How long has this business been located in Billings and/or Yellowstone County?

   New

10. As of the date of this application, how many employees does the business have:

    16 Full-time 10 Part-time

11. How many employees will the applicant have within 2 years after completion of construction:

16 Full-time 10 Part-time ***Subject to seasonality

12. Describe job skills required for all new employees both full and part-time: Employees will need to have strong customer service skills and positive work ethic. Most positions will have the opportunity for on the job training. Management level positions will require mid-level understanding of profit and loss statements and moderate computer skills.

13. What is the hourly pay scale of both full and part-time employees to include benefits (new employees only): $10 to $15 per hour for hourly and $35,000 to $55,000 annually for salaried employees plus benefits to include medical, supplemental health and vacation.

14. Other Economic impacts of capital investment:

The Home2 Suites Hotel is located along the medical corridor in Billings, MT, hotel rooms are a critical component to meeting the overnight and extended stay requirements of hospital patients and their family/friends visiting the area. The hospital corridor includes a cancer treatment center, dialysis treatment and acute care, all of which often require patients and/or their families to stay for extended periods of time. The Home2 Suites Hotel is an efficiency extended stay hotel so it will be marketed at a more affordable rate than many other extended stay hotel brands. As a reconstruction project, Home2 Suites also provides job creation opportunities for individuals seeking employment in the service and hospitality industry.

The Home2 Suites Hotel at full occupancy provides 95 modernized and fully updated rooms with multiple accommodations. Visit Billings with the Billings Chamber of Commerce estimates the average Billings' visitor spends $225 a day in Yellowstone County with an overnight stay. At a 75% occupancy rate, the Home2 Suites hotel will generate over 5.8 million dollars of economic impact annually to Yellowstone County. At an 85% occupancy rate, the annual economic impact increases over $800,000 at $6,652,125 annually. The addition of a hotel, that generates 26,000 room nights annually will increase human density at all hours of the day, creating new critical mass that will benefit surrounding restaurants, coffee shops and retailers and will likely create new interest for businesses to locate in this area of town.

15. Planned hiring schedule: September and October of 2016

16. List other property tax benefits business currently receives or has applied for: None

17. Building permit (attach copy or explain absence): Building permit issued Nov. 2015, Certificate of Occupancy granted November 4, 2016

18. A non-refundable fee of $500 must accompany this application to cover the cost of application administration. Make checks payable to the Big Sky Economic Development Authority.

19. All items on this application must be addressed. Upon completion and accompanied by the application fee, the original can be submitted to the Big Sky Economic Development Authority, 222 N. 32nd Street, Suite 200, Billings, Montana 59101 (telephone 256-6871). If the application is

complete, a duly advertised public hearing will be scheduled, after which the Commissioners and/or City Council, in their discretion, will decide whether to approve or deny the application. The applicant, or a representative of the applicant, must appear in person at the public hearings.

20. The application to the Department of Revenue, which is part of this application, must also be completed and signed by the applicant.

21. The Board of County Commissioners and/or City Council may review this applicant's tax incentive program at any time and terminate further reductions at their discretion if they find the provisions of Resolution are not being met.

22. If application is approved, applicant will comply with the following provisions. Failure to comply may lead to the previously approved tax abatement being rescinded:

    i. Provide copy of Occupancy Certificate and/or Certificate of Substantial Completion
    ii. Annual Survey to be completed and returned to Big Sky EDA by June 30 of each year
    iii. Remain current on all property taxes on the subject property
    iv. Notify Big Sky EDA of any ownership changes or change of use of the facility
    v. Comply with any other provisions set by the Board of County Commissioners and/or City Council

23. In order for this incentive program to apply to the applicant's current year taxes, Yellowstone County must receive the properly completed application by March of the year in which the reduction is desired. If within the city of Billings, City Council must approve the application by March of the year in which the reduction is desired.

24. Signature of applicant/representative: _____

25. Date of application: December 2, 2016

26. County Commissioner's Public hearing held (date): _____

27. City Council's Public hearing held (date): _____

Application Complete
Name: Patrick Klugman Date: 1-6-17
Signature: Patrick Klugman

Recommendation by the Big Sky Economic Development Authority:

X Approve _____ Deny Signature: Patrick Klugman Date: 1-3-17

County Board of Planning or Laurel-Yellowstone City-County Planning Board certifies that business conforms to zoning regulations:

*** See Attached Building Permit**

Signature: _____ Date: _____

If a non-public water or sewer system is used (i.e., septic tank and water well) County Health Department certifies that system conforms to acceptable standard, or will do so on completion of construction:

Signature: _____ Date: _____

County Treasurer's Office certifies that City and County taxes have been paid in full or otherwise satisfied:

*** See Attached Tax Documentation**

Signature: _____ Date: _____

City Finance office certifies that the business has applied for the appropriate City business license:

*** See Attached Business License**

Signature: _____ Date: _____

Action by Board of County Commissioners:

Date: _____

_____Approve _____Deny Chair: _____ Date: _____

Member: _____ Date: _____

Member: _____ Date: _____

Action by Billings City Council (if applicable – project within City limits):

_____Approve _____Deny

Date: _____

CITY OF BILLINGS

By: _____

ATTEST:

By: _____

APPLICATION TO THE DEPARTMENT OF REVENUE
BUILDING REMODEL, RECONSTRUCTION OR EXPANSION
(Title 15- Chapter 24 – Part 15 MCA)

To: Assessor
Yellowstone County

Name of Applicant: 7th Avenue Hospitality LLC dba Home2 Suites by Hilton

Mailing Address: 1184 North 15th Avenue Suite 4, Bozeman

Legal description of affected property: FOSTER ADD, S32, T01 N, R26 E, BLOCK 38, LTS 1-10,18-24 & ADJ VAC ALLEY (16)

Date construction permit issued: Footing & foundation 11-25-15- Building Structure 2-19-16

(If no permit is required, specify the date when certificate in lieu of building permit was issued).
This application covers the (expansion/new) construction of the Homes2 Suites by Hilton
A public hearing on this matter of Building Expansion, Remodel, or Reconstruction was held at the Yellowstone County Courthouse at _____ (am/pm) on the _____ day of _____, 20____
Due notice as defined in 76-15-103 was given. True and exact copies of said notices are attached to this application. _____ Yes _____ No

The statutory $500,000 investment requirement for expansion or modernization has been met.
X Yes _____ No

The statutory 2.5% increase in value requirement for new improvements has been met.
X Yes _____ No

The statutory 5% increase in value requirement for new improvements has been met.

X Yes _____ No

The qualifying property consists of the following: Reconstruction/Construction of Home2 Suites by Hilton
(Attach site plats, construction prints, and detailed equipment list identifying the qualifying property.)

This application is made under the provisions of 15-24-1501 or 1601 MCA, and by resolution adopted by the Commissioners of Yellowstone County, on the 9th day of August 2002. A copy of the same is attached.

_____
(Owner/Agent)

~ ~ ~

Back Refresh

Summary | Attributes | Reviews | Attachments

Details

Business:	HOME 2 SUITES BY HILTON BILLINGS
DBA:	HOME 2 SUITES BY HILTON BILLINGS
Address:	2611 7 AVE N
Classification:	HOTEL & MOTELS
Application #:	OL-17-35467
Status:	IR

Dates

Submit Date:	10/06/2016
Issue Date:	none
Expiration Date:	10/31/2017

ev public

Back Refr

Summary | Attributes | Inspections | Reviews | Attachments | Printables

Details

Application #:	BP-15-07200-01
Classification:	COM NEW HOTEL/MOTEL
Address1:	2611 7 AVE N
Address2:	
Parcel ID:	FOA-038-001-10-&
Project Name:	Home 2 Suites by Hilton
Work Description:	Engineering Permit # 15-07200-01-01 is to be issued with the Building Permit
Water Meter No:	
Status:	Certificate of Occupancy

Contractors

Gen	Name	Business	Type
X	LANGLAS & ASSOC., INC.	LANGLAS & ASSOC., INC.	GENERAL CONTRACTOR

Dates

Submit Date:	01/08/2016
Issue Date:	02/19/2016
Expiration Date:	05/04/2017
Final Inspection Date:	11/04/2016
Certificate of Completion Date:	none
Certificate of Occupancy Date:	11/04/2016

y of Billings
N. 27th St
MT 591

Yellowstone County, Montana

Detail Property Tax Information

Disclaimer: The tax information was updated on 1/6/2017. Please notify the Treasurer's Office of any inaccuracies. Online Tax Billing History is available from Tax Year 2000 forward. If you wish information for prior tax years contact the Treasurer's Office. Pay Taxes Online

Tax ID: A07225 Tax Year: 2016

BILLINGS

Code	District	1st Half	2nd Half	Total
	BILLINGS (Levy District)	2,151.35 P	2,151.35 P	4,302.70
BACF	BACF BLGS ARTERIAL CONST FEE	52.60 P	52.60 P	105.20
BID1	Business Improv Dist 1	631.26 P	631.26 P	1,262.52
BLSW	BLSW BILLINGS STORM SEWER	46.22 P	46.22 P	92.44
BS#2	BS#2 BLGS STREET MAINT #2	348.17 P	348.17 P	696.34
L013	0013 BLGS LIGHT MAINT	221.82 P	221.82 P	443.64
L248	0248 BLGS LIGHT MAINT	384.45 P	384.45 P	768.90
PD01	BILLINGS PARK DISTRICT	33.57 P	33.57 P	67.14
SOIL	SOIL SOIL CONSERVATION	1.19 P	1.19 P	2.38
	Totals	**3,870.63**	**3,870.63**	**7,741.26**
	Date Paid	12/13/2016	12/13/2016	

Close Window

H2, Billings, Montanta
Development Budget

Keys 95

Uses of Funds							
	Acres	SF	Price /SF	Price/Acre	Subtotal	% of Cost	Cost/Key
Land Cost	1.366	59,500	$37.63	$1,639,174	$2,239,000	17.53%	$23,568
Alley Abandonment Acquisition	0.138	6,000	$6.01	$0.83	$36,064	0.28%	$380
	1.504	65,500	$43.64	$1,639,175	$2,275,064	17.81%	$23,948
Construction							
Vertical Construction Costs		57,289	$120.00		$6,874,680	53.82%	$72,365
Demolition					$190,000	1.49%	$2,000
Landscaping					$0	0.00%	$0
Utility Relocation					$160,341	1.26%	$1,688
Contingency					$0	0.00%	$0
Total Construction Cost					$7,225,021	56.56%	$76,053
Total Hard Costs					$9,500,085	74.37%	$100,001
Soft Costs							
Franchise Fee					$50,000	0.39%	$526
Architectural (incl. Civil)					$375,000	2.94%	$3,947
Permits & Licenses					$108,000	0.85%	$1,137
Closing Costs					$0	0.00%	$0
Title Policy					$0	0.00%	$0
Insurance					$30,000	0.23%	$316
Real Estate Taxes					$27,500	0.22%	$289
Working Capital					$200,000	1.57%	$2,105
Capitalized Interest					$0	0.00%	$0
Pre-Opening Costs					$100,000	0.78%	$1,053
Pre-Opening Fee					$75,000	0.59%	$789
FF&E					$1,615,000	12.64%	$17,000
Loan Fee					$0	0.00%	$0
Appraisal					$0	0.00%	$0
Miscellaneous					$22,500	0.18%	$237
Contingency					$670,461.45	5.25%	$7,057
Total Soft Costs					$3,273,461	25.63%	$34,457
Total Project Cost for Financing					$12,773,546	100.00%	$134,458

RESOLUTION NO. 17-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, APPROVING TAX BENEFITS FOR 7th AVENUE HOSPITALITY, LLC, DBA HOME2 SUITES BY HILTON

WHEREAS, Resolution 05-18377 provides for granting tax incentives for remodeling, reconstructing and expanding existing commercial buildings pursuant to Section 15-24-1501, M.C.A. and establishes a procedure for applying for said tax incentives; and

WHEREAS, 7th Avenue Hospitality LLC has applied for said tax incentives for the property described herein; and

WHEREAS, The City Council of the City of Billings, Montana held a public hearing and duly considered the application of 7th Avenue Hospitality, LLC , and has determined that said application meets all qualifications for the tax incentive and should be approved

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

That the application for tax benefits made by 7th Avenue Hospitality LLC is APPROVED. The tax benefits approved are those provided in 15-24-1501 MCA and City of Billings Resolution 05-18377. The property receiving the tax benefits is described as follows:

Lots 1-10 and lots 18-24, block 38, Fosters Addition, addressed as 2611 7th Avenue North and identified as tax code A07225, located in the City of Billings, Yellowstone County Montana.

PASSED AND APPROVED by the Billings Montana City Council this 13th day of February, 2017.

CITY OF BILLINGS

By:

_____
Thomas W. Hanel, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

Regular 4.

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: First Reading of Animal Control Ordinance Allowing/Regulating Hobby Beekeeping in the City

PRESENTED BY: Rich St. John, Police Chief

Department: Police

PROBLEM/ISSUE STATEMENT

The Animal Control Board conducted several meetings to review the existing City Code prohibiting beekeeping within City limits. The Board was unanimous in the decision to recommend to the Mayor and City Council to allow hobby beekeeping within City limits. Staff introduced the topic to the City Council at its January 17, 2016 work session and Council directed staff to produce an ordinance amending the City Code and schedule it for public hearing and first reading. The proposed code changes will allow hobbyist beekeeping in the City, subject to permits issued by the City.

The Animal Control Board recommends a permit fee of $10. Animal Control does not anticipate high costs associated with this ordinance change and the $10 fee will cover printing permits and employee hours.

Attached is the proposed ordinance, including recommended changes from Council.

ALTERNATIVES ANALYZED

The City Council may

- Approve the proposed ordinance. Approving it would allow hobbyist beekeeping with City limits; or
- Disapprove the proposed ordinance. Disapproving it would bring no change to the existing ordinance, which prohibits hobbyist beekeeping.

FINANCIAL IMPACT

There is a small financial impact to the General Fund as we do not anticipate high costs associated with this ordinance change. The $10 fee for a beekeeping permit will cover printing permits and employee hours.

RECOMMENDATION

The Animal Control Board and City staff recommend that the City Council approve hobbyist beekeeping in the City limits and charge a fee in the amount of $10 for a beekeeping permit.

APPROVED BY CITY ADMINISTRATOR

Attachments

RES Establishing Bee Keeping

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 12-19226 ESTABLISING FEES TO BE CHARGED BY THE CITY ANIMAL CONTROL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 4-453 of the Billings, Montana City Code provides that the City Council shall establish from time to time the fees to be charged by Animal Control; and

WHEREAS, Animal Control fees need to be changed to reflect changes to the Animal Ordinance allowing Hobbyist Bee Keepers within the City limits and requiring a permit; and

WHEREAS, the City Council has duly considered the matter.

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

1. ANIMAL CONTROL FEES: The fees to be charged by Animal Control are hereby established as follows:

Licenses Registrations:

Duplicates $2.50

Unaltered* Dog/Cat registration for 1 year $30.00

Spayed/neutered license registration for 1 year $7.50

Unaltered* Dog/Cat registration for 3 years $80.00

Spayed/neutered registration for 3 years $15.00

Senior Citizen 65 or older shall receive 1/2 off license registration fees.

Late fee $ 5.00

*Unaltered = unsprayed/unneutered.

Potentially Dangerous Dog Registration $100.00 annually
Dangerous Dog Registration $100.00 annually

Small Animal Permit $30.00 annually plus license
Registration fee for each animal

Animal Release Fee $2.00

Disposal Fee $30.00

Euthanasia Fee $35.00

Rabies Submission Fee $40.00

Veterinarian Clinic Monthly Disposal Fee $150.00

Drug & Paraphernalia Disposal Fee $25.00 per pound
Maximum $250.00 per burn

Trap Rental $10.00 per week

Urban Chicken Permit Fee $25.00

Hobbyist Bee Keepers permit Fee $10.00

2. TERM OF FEES: Said fees shall continue in full force and effect until changed by the City Council by subsequent resolution.

3. EFFECTIVE DATE: The above resolution shall be effective upon passage and approval. Hobbyist Bee Keepers Permit Fee shall be effective beginning _____.

PASSED by the City Council and APPROVED this_____.

CITY OF BILLINGS

By _____
Thomas W. Hanel, Mayor

ATTEST:

By _____
Denise R. Bohlman,City Clerk

Regular 5.

Regular City Council Meeting

Meeting Date: 02/13/2017

TITLE: First Reading and Public Hearing: Amendments to City Ordinance Requiring Certain Forms of Indentification from Sellers

PRESENTED BY: Brent Brooks, City Attorney

Department: Legal

PROBLEM/ISSUE STATEMENT

Councilmember McFadden sponsored a Council Initiative on September 26, 2016, as follows:

"Moved to have the Legal Department review Ordinance 83-4552 regarding amending proof of identification of sellers to pawnbrokers, Second-hand dealers and valuable article dealer transactions."

The motion was seconded and Council approved it.

Staff met and determined the necessary amendments to City Code Section 7-504, which codifies Ordinance Number 83-4552. The proposed amendments are shown by strike-throughs and underlines on the attached draft. The attached amendments provide that all acceptable identification must be issued by a governmental entity and such identification must contain a photograph of the seller.

ALTERNATIVES ANALYZED

City Council may:

- Approve the proposed amendments to City Code Section 7-504, or;
- Disapprove the proposed amendments to Section 7-504, or;
- Provide additional amendments to Section 7-504 during First Reading

FINANCIAL IMPACT

There is no financial impact to the City if the proposed amendments are approved.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve amendments to Section 7-504, BMCC upon First Reading.

APPROVED BY CITY ADMINISTRATOR

Attachments

Pawnbroker Ordinance Amendment

ORDINANCE NO. 17-_____

AN ORDINANCE OF THE CITY OF BILLINGS, MONTANA, PROVIDING THAT THE BILLINGS, MONTANA, CITY CODE SECTION 7-504 (a) BE AMENDED BY PROVIDING FOR ADDITIONAL FORMS OF ACCEPTABLE IDENTIFICATION FOR SECONDHAND BUSINESSES OR PAWNBROKERS TO ACCEPT WHEN PURCHASING GOODS FROM A SELLER.

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

Section 1: That Section 7-504(a) of the Billings, Montana, City Code is amended to read as follows:

(a) No purchaser shall purchase, receive, pledge, pawn or exchange any valuable article, secondhand goods or used merchandise without first securing adequate identification from the seller. Only the following ~~Adequate~~ government-issued identification containing a photograph shall be accepted ~~limited to the following~~:

(1) Any ~~valid~~ state's valid driver's license; or

(2) Any state's valid identification card ; or

~~(2) A valid driver's license containing a picture, issued by another state;~~ or

(3) A military identification card; or

(4) A valid passport; or

(5) An alien registration card., or

(6) A tribal identification card

(b) In addition to the above, if the seller is not known personally to the purchaser, the purchaser shall obtain from each seller, a clear print of the right thumb. Such print shall be attached to the register required above and surrendered to the city at the time the daily register is required.

Section 2. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of these ordinances are declared to be severable.

Section 3. Repealer. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 4. Effective Date. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

APPROVED on first reading this ___ day of _____, 2017.

ADOPTED and APPROVED on second reading this ___ day of _____, 2017.

CITY OF BILLINGS

By_____
Thomas W. Hanel, Mayor

ATTEST:

By_____
Denise R. Bohlman, City Clerk