



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Council Chambers*

*July 26, 2016
7:00 p.m.*

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. **APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES**
 - A. Regular Council Meeting 7/12/2016
2. **SCHEDULE MEETINGS**
REQUEST OF CITIZENS & PUBLIC COMMENT
APPOINTMENTS
3. **PROCLAMATIONS**
STAFF REPORTS
CITY COUNCIL COMMENTS
4. **MAYOR COMMENTS**
COMMITTEE RECOMMENDATIONS
5. **BID OPENINGS**
6. **BID AWARDS**
7. **PUBLIC HEARINGS**
 - A. **RESOLUTION NO. 3936- A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2015-2016 For Unanticipated Expenditures and Unanticipated Revenue in the Airport Fund**
 - B. **RESOLUTION NO. 3944- A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget For FY 2015-2016 to Appropriate Unanticipated Expenses to Lighting District No. 171 Fund 2430 For Control R&M Expenses**
8. **UNFINISHED BUSINESS**
 - A. **RESOLUTION NO. 3936- (Second Reading) A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2015-2016 For Unanticipated Expenditures and Unanticipated Revenue in the Airport Fund**

- B. **RESOLUTION NO. 3944- *(Second Reading)* A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget For FY 2015-2016 to Appropriate Unanticipated Expenses to Lighting District No. 171 Fund 2430 For Control R&M Expenses**
- C. **Discussion of renovating Council Chambers to Court room**

9. **NEW BUSINESS**

- A. **RESOLUTION NO. 3945- Resolution Relating to \$6,696,000 Sewer System Revenue Bonds (DNRC Water Pollution Control State Revolving Loan Program), Consisting of \$400,000 Subordinate Lien Taxable Series 2016A Bond and \$6,296,000 Series 2016B Bond; Authorizing the Issuance and Fixing the Terms and Conditions Thereof**
- B. **RESOLUTION NO. 3946- Authorizing the Amendment of the Regulatory Agreement and the Termination of a Lease Agreement and Transferring Fee Title to a Multifamily Housing Project Owned by Birchwood Properties Limited Partnership**
- C. **RESOLUTION NO. 3947- A Resolution Approving an Agreement to Furnish Engineering Services Between the City of Miles City and Robert Peccia & Associates, Inc., For Wastewater Treatment Facility Upgrades, Task Order Number Five**
- D. **RESOLUTION NO. 3948-A Resolution Approving an Agreement to Furnish Engineering Services Between the City of Miles City and Robert Peccia & Associates, Inc., For Wastewater Treatment Facility Upgrades, Task Order Number Six**
- E. **RESOLUTION NO. 3952- A Resolution Approving a Statement of Work Between the City of Miles City and the Montana State Library Related to GPS and GIS Services, Software and Equipment**
- F. **RESOLUTION NO. 3953- *(First Reading)* A Resolution pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2015-2016 to Appropriate Unanticipated Expenses to Lighting District No. 165 Fund 2400 For Electrical Utilities Expenses**
- G. **APPROVAL OF JUNE CLAIMS**
- H. **ADJOURNMENT**

Public comment on any public matter that is not on the agenda of this meeting can be presented under Request of Citizens, provided it is within the jurisdiction of the City to address. Public comment will be entered into the minutes of this meeting. The City Council cannot take any action on a matter unless notice of the matter has been made on an agenda and an opportunity for public comment has been allowed on the matter. Public matter does not include contested cases and other adjudicative proceedings

REGULAR COUNCIL MEETING July 12, 2016

7:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, July 12, 2016, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana. Mayor John Hollowell called the meeting to order. Council Members present were John Uden, Rachel Sloan, Dwayne Andrews, Susanne Galbraith, Brant Kassner, Jeff Erlenbusch, Ken Gardner and Kathy Wilcox.

Also present were Police Chief Doug Colombik, Fire Chief Gary Warren, Public Works Director Scott Gray, Grant Writer/Planner in Training Dawn Colton, Flplain Adm/AutoCad/Asst. PWPV Samantha Malenovsky and Clerk/Minute Recorder Lorrie Pearce.

PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

Regular Council Minutes: 6/28/2016

- ** *Councilperson Galbraith moved to approve the minutes of the Regular Council Meeting of June 28, 2016, and seconded by Councilperson Kassner. The motion **passed** by unanimous consent, 8-0.***

Mayor Hollowell said his statement in the minutes, which the City could clean up property and charge it to the property owners, was not true.

Finance Committee Meeting Minutes: 6/23/2016

- ** *Councilperson Galbraith moved to approve the minutes of the Finance Committee Meeting of June 23, 2016, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 8-0***

Public Safety Committee Meeting Minutes: 7/05/2016

- ** *Councilperson Uden moved to approve the minutes of the Public Safety Committee Meeting of July 5, 2016 subject to any changes, and seconded by Councilperson Wilcox. The motion **passed** by unanimous consent, 8-0.***

SCHEDULE MEETINGS

Human Resource Meeting
Budget Meeting

July 18, 2016 at 5:15pm
July 13, 2016 at 6pm

REQUEST OF CITIZENS & PUBLIC COMMENT

Bernice Cotton, 621 Felton, asked for an update on the burnt trailer site in her area. Mayor Hollowell said that there was no update, that it was a matter of contacting the property owner, making sure the City has done their part correctly.

APPOINTMENTS

None

PROCLAMATIONS

None

STAFF REPORTS

Planner Colton asked Council how it felt about receiving massive information that pertains to Council meeting subjects in a drop box. It is a shared file and you would sign in and download to read. Councilperson Galbraith was concerned that all the information that was shared would need to be kept in the Council packet. Attorney Rice thought that whatever information was shared with Council would need to be in the packet. The consensus of Council was 7-1 in favor of it, with Councilperson Galbraith objecting.

Administrator Malenovsky updated Council on flood control:

- Plans to update the program for public information to help with point for CRS communities to help with flood insurance cost
- County applied for an RRGL grant for up to \$125,000 might not hear on it until Legislation meets again
- Army Corp performed an initial site visit and were shocked with the large number of buildings that were next to the levy
- Congressman Zinke was very aware of the project, and gets a monthly newsletter that has the levy update in it. She said the City is on his top three projects for the State of Montana
- Informed by the Army Corp Engineers that applying for a Section 205 on the Yellowstone portion of the study should wait until the initial study is completed. The information gathered on the initial study could be used, so a whole new study would not have to be done.
- Public information meeting sometime in October

- Need to figure out the split for the cost between City and County. This would help with figuring out the budget. \$440,000 would be the cost to the City for this year, with no grants and no help from the County
- InterCap loan can be applied for at any time. No principle or interest would be paid until money is drawn. There could possibly be 2-3 loans. She would like to have something in place by October so the public could be informed. The estimate for the study is 1.5 million dollars that is a 50/50 share with the community and the Army Corp. The Army Corp has asked for an allocation of \$750,000 for this year, and only ask for \$250,000 next year, and then ask for the remaining cost of the 1.5 million dollars. She said that the study usually cost from \$1.2 million to 1.5 million, so she went with the higher number. The 1.5 million does not include any match from the City.
- A District could be formed for people within the flood plain and it would pay into the district and that money would be used to pay for cost on the project. This would have to be passed by the voters.

Director Gray said they are done with paving and now tearing up more streets.

Chief Warren said they have answered 656 alarms through the end of June, Ambulance 20 is still in the shop and ambulance 24 had a bad oil leak.

CITY COUNCIL COMMENTS

Councilperson Erlenbusch reported that a citizen from Ward II was concerned about some property on the corner of Tompy and South Cottage. The residents were not living there and family members are supposed to be taking care of the property, but the weeds are overgrown. He said he will look into it. He also said that a citizen in his ward stepped up and made a dangerous corner a non-hazardous corner.

Councilperson Gardner said that most of his ward residents are trying to maintain their property and would like to compliment them for that. He is waiting for one trailer to be taken care of and one other trailer was moved in last week. He thought the new trailer was in violation of International Residential Code, because the trailer looked older than a build date of June 15, 1976 and didn't look like it is up to current codes.

Councilperson Uden said that he had talked to the Library staff and they had told him that the Budget Committee said at the budget meeting the City did not have the money to give them a 5% raise and \$35,000 for light replacement. He was disappointed and amazed that the City could find money for equipment and raises for other employees. He asked the Committee to reconsider those cost and if they were not reconsidered, then when budget is up to be passed he will make a motion for a

budget amendment to cover those cost. If the amendment is not passed, he will truly recommend to the Library staff to file a wage grievance against the City for not looking after their welfare and benefit. He asked the Committee to reconsider this at the next meeting. He didn't believe anyone in the City or State had gone six years without a raise and felt that it was virtually unheard of.

Councilperson Galbraith explained that the Library did come before the Committee and asked for a raise. And he should be well aware that the Library is covered under the study that he pushed for and spear headed. The City cannot give them a raise because the City is bound by a contract per the study.

Councilperson Uden asked what if the Union approves it. Councilperson Galbraith thought that would be a legal question.

Attorney Rice said that the Library is different because the City cannot control their budget. The City is required to give them an inflation adjustment from year to year. The City should not be setting the wages of individual Library employees that should be approved by the board. The City just looks at the big number.

Councilperson Uden asked if they requested the \$16,000 on their budget, it would be the decision of the board. Attorney Rice said correct.

Councilperson Galbraith said that the Committee did not deny the lights. She said the Committee asked for bids to repair the lights. Nothing is set in stone yet.

Councilperson Andrews asked Councilperson Uden if he had talked to anyone that was at the Budget Committee meeting. Councilperson Uden said no. Councilperson Andrews said then you do not know what you are talking about.

MAYOR COMMENTS

None

STANDING COMMITTEE RECOMMENDATIONS

Use of City Property for use as a Police/Fire training facility

*** Councilperson Uden moved to approve using City property for an area to build a Police/Fire public safety training facility, seconded by Councilperson Wilcox.*

Firefighter Miller explained that the facility:

- Would be no cost to the City
- Is a joint project between the Police and Fire department
- Would provide an area for:
 - a. Driving practice
 - b. Three separate classrooms

- c. Showers would be available
- d. Firing Range
- e. Parking

Other items discussed:

- Senator Tester's office had helped with a grant to get the funds allocated
- Another grant would be for MDU to install the gas lines and powerlines at no cost to the City. This would also pay for the utility bills for years to come
- There will soon be three of the Firefighters that will be certified to train for fees and Police officers would be able to train at the firing range for fees. Those fees would cover the minimal cost of maintenance
- Stevenson Architect may supply the drawing of the plans at no charge

In closing, he felt if the City would build a training facility; it would help with cost saving of traveling to training, help get our employees trained and would be a benefit all around to the City. He understands the funding for the facility is not in the budget, but with all the new employees hired by the fire and police departments, they need to get trained.. As a training instructor, most of his classes get turned down because there is no facility to train in. All his training is outside in a parking lot.

Councilperson Galbraith asked for the legal description of the area to be added to the minutes to identify the area that will be used. *The legal description is Township 8N, Range 47E*

**** On roll call vote, the motion *passed* 8-0**

BID OPENINGS

Renovation on Florence Stacy Fountain- No bids were received.

BID AWARDS

None

PUBLIC HEARINGS

- A. RESOLUTION NO. 3937- A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2015-2016 for Unanticipated Expenditures and unanticipated Revenue in the Airport Capital Improvement Fund

Mayor Hollowell called for comments from opponents three times, then proponents three times and, hearing none, the hearing was closed.

- B. RESOLUTION NO. 3938- A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2015-2016 for Unanticipated Expenditures in the Tax Increment Financing District Fund

Mayor Hollowell called for comments from opponents three times, then proponents three times and, hearing none, the hearing was closed.

UNFINISHED BUSINESS

- A. RESOLUTION NO. 3937- *(Second Reading)* A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2015-2016 for Unanticipated Expenditures and unanticipated Revenue in the Airport Capital Improvement Fund

*** Councilperson Galbraith moved to approve the Resolution, by title only, seconded by Councilperson Wilcox. On roll call vote, the motion passed 8-0*

- B. RESOLUTION NO. 3938- *(Second Reading)* A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2015-2016 for Unanticipated Expenditures in the Tax Increment Financing District Fund

*** Councilperson Galbraith moved to approve the Resolution, by title only, seconded by Councilperson Sloan. On roll call vote, the motion passed 8-0*

NEW BUSINESS

- A. RESOLUTION NO. 3933- A Resolution Adopting Findings of Fact and Conditionally Approving the Preliminary Plat For the Vision Enterprises Major Subdivision Within the City of Miles City

*** Councilperson Gardner moved to approve the Resolution, by title only, seconded by Councilperson Uden. On roll call vote, the motion passed 8-0*

- B. RESOLUTION NO. 3936- *(First Reading)* A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2015-2016 For Unanticipated Expenditures and Unanticipated Revenue in the Airport Fund

*** Councilperson Uden moved to approve the Amendment, by title only, seconded by Councilperson Kassner. On roll call vote, the motion passed 8-0*

C. RESOLUTION NO. 3941- A Resolution Authorizing the City of Miles City to Award A Downtown Façade Improvement Grant to Stein Chiropractic

*** Councilperson Sloan moved to approve the Resolution, by title only, seconded by Councilperson Gardner. On roll call vote, the motion passed 8-0*

D. RESOLUTION NO. 3942- A Resolution Adopting Findings of Fact and Approving the Amended Plat For the Purpose of Boundary Line Relocation of Tracts B,E&F of the Lothspeich Minor Subdivision Within the City of Miles City

*** Councilperson Galbraith moved to approve the Resolution, by title only, seconded by Councilperson Sloan.*

Planner Colton explained the resolution was a boundary line adjustment that would take a small chunk out of tract B to accommodate the width of Dickinson Street and the approach. With the approval of the resolution, the City is accepting the street and the five lights that will be added in the project. The area with the lights will probably be added to the taxing of District Lighting 165. The design of the street will be reviewed in the First Interstate Bank site plan review.

Attorney Rice said after press time, the bank contacted the City and himself to get Council approval for Dickinson extension to make out of six inches of concrete instead of three inches of asphalt.

*** Councilperson Uden moved to amend the original motion to include the ability to pave the road in question with six inches of concrete as opposed to three inches of asphalt, seconded by Councilperson Sloan.*

Mayor Hollowell asked Director Gray if the change meets the Cities standards and he said that it will be better because of the subbase.

Uden said that the six inches of concrete would hold up better to truck traffic.

*** The amended motion passed 8-0*

*** The original motion, on roll call vote,
passed 8-0*

E. RESOLUTION NO. 3943- A Resolution Adopting the Policy and Procedures of the Miles City Downtown Urban Renewal Board of Commissioners

*** Councilperson Galbraith moved to approve the Resolution, by title only, seconded by Councilperson Sloan. On roll call vote, the motion passed 8-0*

F. RESOLUTION NO. 3944- (First Reading) A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget For FY 2015-2016 to Appropriate Unanticipated Expenses to Lighting District No. 171 Fund 2430 For Control R&M Expenses

*** Councilperson Gardner moved to approve the Resolution, by title only, seconded by Councilperson Uden. On roll call vote, the motion passed 8-0*

G. Approval of Site Plan- (Transco Railcar Repair)

*** Councilperson Galbraith moved to approve the site plan, subject to conditions and adoption to finding of facts. The motion was seconded by Councilperson Sloan.*

Transco Plant Manager Mike Preller explained that the building would be 30 feet by 50 feet. The compressors that are being installed are less noisy than the one they have now. The building will be located across the track from the main office building and will be enclosed, so it should reduce the chance of any noise escaping.

*** On roll call vote, the motion passed 8-0*

H. Discussion on converting Council Chambers to a Court Room

There was a long discussion as to how the chambers would be renovated and why it should be renovated. The final consensus was Council thought it could work with Judge Homme to make renovation to the chambers and still have an area where Council could meet when needed. It will be on the next agenda for further discussion.

ADJOURNMENT

****** *Councilperson Wilcox moved to adjourn the meeting, seconded by Councilperson Andrews, and **passed** unanimously.*

The meeting was adjourned at 8:30 p.m.

John Hollowell, Mayor

Lorrie Pearce, City Clerk

Public Hearing

RESOLUTION NO. 3936

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2015-2016 FOR UNANTICIPATED EXPENDITURES AND UNANTICIPATED REVENUE IN THE AIRPORT FUND.

WHEREAS, the City of Miles City wishes to amend the budget for Fiscal Year 2015-2016 for unanticipated expenditures and unanticipated revenues in the Airport Fund, as permitted by §7-6-4006 MCA;

AND WHEREAS, such amendment of the final budget will result in an overall increase in appropriation authority within fund # 5610-87-430300-939; and increased revenues in fund # 5610-331129:

AND WHEREAS the provisions of §7-6-4006 MCA require public hearing upon any budget amendment resulting in an overall increase in appropriation authority,

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

The appropriations for the Final Budget for Fiscal Year 2015-2016 shall be increased in the following amount as the result of unanticipated expenditures:

Fund No. 5610-87-430300-939 in the amount of \$650,000.00;

The appropriations for Final Budget for Fiscal Year 2015-2016 shall be increased in the following amounts as the result of unanticipated revenues:

Fund No. 5610-331129 in the amount of \$386,200.00;

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2015-2016 on the 26th day of July, 2016, at 7:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4128 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE
THIS 12TH DAY OF JULY, 2016.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF
MILES CITY, MONTANA, THIS 26th DAY OF JULY, 2016.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 3944

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2015-2016 TO APPROPRIATE UNANTICIPATED EXPENSES TO LIGHTING DISTRICT NO. 171 FUND 2430 FOR CONTROL R&M EXPENSES

WHEREAS, the City of Miles City has accumulated unanticipated expenses in Lighting District No. 171 Fund No. 2430 in the sum of \$500.00,

AND WHEREAS, as permitted by §7-6-4006 MCA, the City of Miles City desires to amend its final budget for Fiscal Year 2015-2016 to appropriate the total amount of such unanticipated expenses in the sum of \$500.00 to Lighting District No. 171 Fund No. 2430 for Control R&M charges;

AND WHEREAS, such amendment of the Final Budget for Fiscal Year 2015-2016 will result in an overall increase in appropriation authority in Lighting District No. 171 Fund No. 2430,

AND WHEREAS the provisions of §7-6-4006 MCA require public hearing upon any budget amendment resulting in an overall increase in appropriation authority,

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

The appropriations for the Final Budget for Fiscal Year 2015-2016 for Lighting District No. 171 Fund No. 2430 shall be increased in the following amount:

Fund No. 2430-046-430263-360 (Lighting District No. 171 Fund No. 2430, Electrical Utilities), in the sum of \$500.00.

Such increased appropriation shall be made from the following Lighting District No. 171, Fund No. 2430 account:

Account No. 2430-363010 (Lighting District No. 171 Fund No. 2430 Assessments) in the amount of \$500.00.

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2015-2016 on the 26th day of July, 2016, at 7:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4128 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 12TH DAY OF JULY, 2016.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES
CITY, MONTANA, THIS 26TH DAY OF JULY, 2016.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk

SUPPLEMENTAL RESOLUTION

Relating to

\$6,696,000
SEWER SYSTEM REVENUE BONDS
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
CONSISTING OF
\$400,000 SUBORDINATE LIEN TAXABLE SERIES 2016A BOND AND
\$6,696,000 SERIES 2016B BOND

CITY OF MILES CITY, MONTANA

Adopted: July 26, 2016

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RESOLUTION NO. 3945

RESOLUTION RELATING TO \$6,696,000 SEWER SYSTEM REVENUE BONDS (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), CONSISTING OF \$400,000 SUBORDINATE LIEN TAXABLE SERIES 2016A BOND AND \$6,296,000 SERIES 2016B BOND; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF

RECITALS:

WHEREAS, pursuant to the Water Pollution Control State Revolving Fund Act, Montana Code Annotated, Title 75, Chapter 5, Part 11, as amended (the "Act"), the State of Montana (the "State") has established a revolving loan program (the "Program") to be administered by the Department of Natural Resources and Conservation of the State of Montana, an agency of the State (the "DNRC"), and by the Department of Environmental Quality of the State of Montana, an agency of the State (the "DEQ"), and has provided that a water pollution control state revolving fund (the "Revolving Fund") be created within the state treasury and all federal, state and other funds for use in the Program be deposited into the Revolving Fund, including, but not limited to, all federal grants for capitalization of a state water pollution control revolving fund under the Federal Water Pollution Control Act (the "Clean Water Act"), all repayments of assistance awarded from the Revolving Fund, interest on investments made on money in the Revolving Fund and payments of principal of and interest on loans made from the Revolving Fund; and

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

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

WHEREAS, the City of Miles City, Montana (the "Borrower"), has applied to the DNRC for the 2016 Loans (as hereinafter defined) from the Revolving Fund to enable the Borrower to finance, refinance or reimburse itself for a portion of the costs of the 2016 Project (as hereinafter defined) which will carry out the purposes of the Clean Water Act, to fund a deposit to the Reserve Account (as hereinafter defined) and to pay costs of issuance of the Series 2016 Bonds (as hereinafter defined); and

WHEREAS, the DNRC offered to make loans in the total principal amount of \$6,696,000 available to the Borrower, with one loan in the amount of \$400,000 contemplated to be forgiven in the event the Borrower satisfies certain conditions; and

WHEREAS, the Borrower contemplates issuing bonds in two series, one a Series 2016A Bond in the maximum principal amount of \$400,000 (the "Series 2016A Bond"), and the other a Series 2016B Bond in the maximum principal amount of \$6,296,000 (the "Series 2016B Bond"); and

WHEREAS, provided that the Borrower complies with certain conditions for principal forgiveness, the Borrower's obligation to repay the Series 2016A Bond will be forgiven; and

WHEREAS, the Borrower is authorized under applicable laws, ordinances and regulations to adopt this Supplemental Resolution and to issue the Series 2016 Bonds to evidence the 2016 Loans (as hereinafter defined) for the purposes set forth herein; and

WHEREAS, the DNRC will fund: (i) the 2016A Loan (as hereinafter defined) entirely from proceeds of the EPA Capitalization Grant, (ii) the 2016B Loan (as hereinafter defined) with proceeds of Recycled Money (as hereinafter defined).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE BORROWER, 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, the following terms shall have the following meanings:

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

"Acquisition and Construction Account" means the account within the Sewer System Fund established pursuant to Sections 11.1 and 11.2.

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

"Administrative Expense Surcharge" means (i) in respect of the 2016B Loan, in any event, and (ii) in respect of the 2016A Loan, upon the delivery of a Noncompliance Statement as provided by this Resolution, a surcharge equal to twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2016 Loans from the date of each advance thereof, payable by the Borrower on a Payment Date.

"Authorized DNRC Officer" means the Director or Deputy Director of the DNRC, and, when used with reference to an act or document, also means any other individual authorized by resolution of the DNRC to perform such act or sign such document. If authorized by the DNRC, an Authorized DNRC Officer may delegate all or a portion of his authority as an Authorized DNRC Officer to another individual, and such individual shall be deemed an Authorized DNRC Officer for purposes of exercising such authority.

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

“Bonds” means the Series 2012B Bond and the Series 2016B Bond and any additional bonds to be issued on a parity therewith pursuant to Article X of the Original Resolution, as amended by Section 11.3 of this Supplemental Resolution, excluding Section 10.4 thereof. “Bonds” does not include the Series 2016A Bond.

“Borrower” means the City of Miles City, Montana, or any permitted successor or assign.

“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 the State are authorized or required by law to close.

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

“Closing” means the date of delivery of the Series 2016 Bonds to the DNRC.

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

“Collateral Documents” means any security agreement, guaranty or other document or agreement delivered to the DNRC securing the obligations of the Borrower under this Supplemental Resolution and the Series 2016 Bonds. If no Collateral Documents secure such obligations, any reference to Collateral Documents in this Supplemental Resolution shall be without effect.

“Committed Amount” means the aggregate amount of the 2016 Loans committed to be lent by the DNRC to the Borrower pursuant to Section 4.1, as such amount may be reduced pursuant to Sections 3.2 and 3.4.

“Compliance Certificate and Request” means the certificate and request substantially in the form of the attached Appendix D delivered by the DNRC to the Borrower following the final advance of principal of the 2016A Loan, to be completed, executed and delivered by the Borrower to the DNRC pursuant to Section 5.1.2.

“Consultant” means a nationally recognized consultant or firm of consultants, or an independent engineer or firm of independent engineers, or an Accountant, which in any case is qualified and has skill and experience in the preparation of financial feasibility studies or projections for facilities similar to the System or the 2016 Project, selected by the Borrower and satisfactory to the DNRC.

“Council” means the City Council of the Borrower.

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

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

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

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

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

“Enabling Act” means Montana Code Annotated, Title 7, Chapter 7, Part 44, as amended, which authorizes the Borrower to own and operate the System, to undertake the 2016 Project and to issue the Series 2016 Bonds to finance costs of the 2016 Project.

“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, the DNRC and the EPA concerning the Program.

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

“Estimated Completion Date” means July 1, 2017, the date by which it is estimated by the Borrower that the 2016 Project will be substantially completed.

“Forgiveness Statement” means a written statement delivered to the Borrower by the DNRC in response to a Compliance Certificate and Request that the Borrower’s obligation to repay the principal of the Series 2016A Bond is forgiven.

“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.

“Indenture” means the Indenture of Trust, dated as of June 1, 1991, between the Board of Examiners of the State and the Trustee, as such may be supplemented or amended from

time to time in accordance with the provisions thereof, pursuant to which, among other things, the State Bonds are to be or have been issued.

“Loan Loss Reserve Surcharge” means, (i) in respect of the 2016B Loan, in any event, and (ii) in respect of the 2016A Loan, upon the delivery of a Noncompliance Statement as provided by this Resolution, a surcharge equal to twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2016 Loans from the date of each advance thereof, payable by the Borrower on a Payment Date.

“Loan Term” means that period of time commencing and ending as set in Sections 4.2 and 4.3.

“Net Revenues” means the entire amount of the gross revenues of the System (as described in Section 11.1 of the Original Resolution) remaining upon each such monthly apportionment, after crediting to the Operating Account the amount required by the Resolution, including sums required to maintain the Operating Reserve in the minimum amount required by Section 11.3 of the Original Resolution.

“Noncompliance Statement” means a written statement delivered to the Borrower by the DNRC that the Borrower’s obligation to repay the principal of the Series 2016A Bond is not forgiven.

“Operating Account” means the account within the Sewer System Fund established pursuant to Sections 11.1 and 11.3 of the Original Resolution.

“Opinion of Bond Counsel” means a written opinion of Bond Counsel.

“Original Resolution” means Resolution No. 3519 of the Borrower adopted on August 14, 2012.

“Payment Date” means, with respect the 2016B Loan, each January 1 and July 1 during the term of the Series 2016B Bond on which a payment of interest or principal and interest is due, as determined under this Supplemental Resolution and, if a Noncompliance Statement is delivered with respect to the 2016A Loan, each January 1 and July 1 during the term of the Series 2016A Bond on which a payment of interest or principal and interest is due, as determined under this Resolution.

“Person” means any Private Person or Public Entity.

“Private Person” means an individual, corporation, partnership, association, joint venture, joint stock company or unincorporated organization, except a Public Entity.

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

“Project” means an improvement, betterment, reconstruction or extension of the System, including the 2016 Project.

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

“Recycled Money” means payments and prepayments of principal of loans made under the Program, and any other amounts transferred to the Principal Subaccount in the Revenue Subaccount in the State Allocation Account (as such terms are defined in the Indenture).

“Registrar” means, with respect to the Series 2016 Bonds, the City Clerk or any successor appointed pursuant to this Resolution, and, with respect to any other series of Bonds, the Person or Persons designated by or pursuant to this Resolution or a Supplemental Resolution to receive and disburse the principal of, premium, if any, and interest on the Bonds on behalf of the Borrower and to hold and maintain the Bond Register.

“Regulations” means the Treasury Department, Income Tax Regulations, as amended or any successor regulation thereto, promulgated under the Code or otherwise applicable to the Series 2016 Bonds.

“Replacement and Depreciation Account” means the account within the Sewer System Fund established pursuant to Sections 11.1 and 11.6 of the Original Resolution.

“Reserve Account” means the account within the Sewer System Fund established pursuant to Sections 11.1 and 11.5 of the Original Resolution.

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

“Resolution” means the Original Resolution, as amended and supplemented by this Supplemental Resolution and as it may be further amended and supplemented.

“Revenue Bond Account” means the account within the Sewer System Fund established pursuant to Sections 11.1 and 11.4 of the Original Resolution.

“Revolving Fund” shall have the meaning set forth in the recitals hereof.

“Series 2012B Bond” means the Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2012B, issued by the Borrower pursuant to the Original Resolution.

“Series 2016 Bonds” means, collectively, the Series 2016A Bond and the Series 2016B Bond.

“Series 2016A Bond” means the \$400,000 Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2016A, issued to the DNRC to evidence the 2016A Loan.

“Series 2016B Bond” means the \$6,296,000 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2016B, issued to the DNRC to evidence the 2016B Loan.

“State” means the State of Montana.

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

“Subordinate Obligations” mean the Series 2016A Bond and any other subordinate obligations issued under Section 10.4 of the Original Resolution.

“Supplemental Resolution” means this Resolution No. [] of the Borrower adopted on July 26, 2016.

“Surplus Account” means the account within the Sewer System Fund established pursuant to Sections 11.1 and 11.7 of the Original Resolution.

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

“System” means the existing sewer system of the Borrower and all extensions, improvements and betterments thereof hereafter constructed and acquired, including the 2016 Project.

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

“2016 Loans” or “Loan” means, collectively, the 2016A Loan and the 2016B Loan made to the Borrower by the DNRC pursuant to the Program in the maximum amount of the Committed Amount to provide funds to pay costs of the 2016 Project, to fund a deposit to the Reserve Account and to pay costs of issuance of the Series 2016 Bonds.

“2016 Project” means the designing, engineering and construction of the facilities, improvements and activities the cost of which is being financed by or reimbursed to the Borrower in part with proceeds of the 2016 Loans, described in Appendix A hereto.

“2016A Committed Amount” means the amount of the 2016A Loan committed to be lent by the DNRC to the Borrower pursuant to Section 4.1, as such amount may be reduced pursuant to Section 3.2 and Section 3.4.

“2016A Loan” means the loan made to the Borrower by the DNRC pursuant to the Program in the maximum amount of the 2016A Committed Amount to provide funds to pay costs of the 2016 Project payable under the Program.

“2016B Committed Amount” means the amount of the 2016B Loan committed to be lent by the DNRC to the Borrower pursuant to Section 4.1, as such amount may be reduced pursuant to Section 3.2 and Section 3.4.

“2016B First Advance” means the first advance of funds of the 2016B Loan by the DNRC to the Borrower in an amount of at least \$50,001.

“2016B Loan” means the loan made to the Borrower by the DNRC pursuant to the Program in the maximum amount of the 2016B Committed Amount to provide funds to pay costs of the 2016 Project payable under the Program, to fund a deposit to the Reserve Account and to pay costs of issuance of the Series 2016 Bonds.

“Undisbursed Committed Amount” means any undisbursed Committed Amount which is not required to pay costs of the 2016 Project as provided in Section 3.4.

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

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

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

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

Appendix A: a description of the 2016 Project;

Appendix B-1: the form of the Series 2016A Bond;

Appendix B-2: the form of the Series 2016B Bond;

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

Appendix D: Compliance Certificate and Request.

ARTICLE II

AUTHORIZATION, FINDINGS, REPRESENTATIONS AND COVENANTS

Section 2.1. Authorization and Findings.

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

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

(c) The 2016 Project. After investigation of the facts and as authorized by the Act, this Council has determined it to be necessary and desirable and in the best interests of the Borrower to acquire and construct the 2016 Project.

(d) Outstanding Bonds. Pursuant to the Enabling Act and the Original Resolution, the Borrower has issued, and has outstanding, its Series 2012B Bond. The Series 2012B Bond is payable from Net Revenues of the System. No other bonds or indebtedness are outstanding that are payable from or secured by revenues of the System.

(e) Additional Parity Bonds. The Borrower reserved the right under Section 10.3 of the Original Resolution, as amended by Section 11.3 hereof, to issue additional Bonds payable from the Revenue Bond Account of the Fund on a parity as to both principal and interest with the outstanding Bonds, if the Net Revenues of the System for the last complete fiscal year preceding the date of issuance of such additional Bonds have equaled at least 110% of the maximum amount of principal and interest payable from the Revenue Bond Account in any subsequent fiscal year during the term of the outstanding Bonds, on all Bonds then outstanding and on the additional Bonds proposed to be issued. For the purpose of the foregoing computation, the Net Revenues for the fiscal year preceding the issuance of the additional Bonds shall be those shown by the financial reports caused to be prepared by the Borrower pursuant to the Original Resolution, as amended by Section 11.3

hereof, except that if the rates and charges for services provided by the System or finally authorized to go into effect within 60 days after the issuance of the additional Bonds have been changed since the beginning of such preceding fiscal year, then the rates and charges in effect at the time of issuance of the additional Bonds shall be applied to the quantities of service actually rendered and made available during such preceding fiscal year to ascertain the gross revenues, from which there shall be deducted to determine the Net Revenues, the actual operation and maintenance cost plus any additional annual costs of operation and maintenance the Consultant estimates will be incurred because of the improvement or extension of the System to be constructed from the proceeds of the additional Bonds proposed to be issued. In no event shall any additional Bonds be issued and made payable from the Revenue Bond Account if the Borrower is then in default in any payment of principal or of interest on any outstanding Bonds payable therefrom, or if there then exists any deficiency in the balances required by the Original Resolution to be maintained in any of the accounts of the Fund, which will not be cured or restored upon the issuance of the additional Bonds. Based on a certificate executed or to be executed by the Mayor and the City Clerk-Treasurer, or either of them, it is hereby determined that the Borrower is authorized to issue \$6,296,000 in aggregate principal amount of additional Bonds pursuant to Section 10.3 of the Original Resolution, as amended by Section 11.3 hereof, payable from and secured by the Net Revenues on a parity with the outstanding Series 2012B Bond.

For purposes of the foregoing certificate, principal of and interest on the 2016A Loan are disregarded. The Borrower acknowledges and agrees that if it fails to deliver timely an acceptable Compliance Certificate and Request as provided in Section 5.1 of this Supplemental Resolution as determined in the sole and complete discretion of the DNRC or if a Noncompliance Certificate is delivered, then principal and interest and surcharges will become due and owing on the Series 2016A Bond as provided in Section 5.1 of this Supplemental Resolution, and the Borrower shall thereupon, and in any event no later than three (3) months after delivery of a Noncompliance Statement, to the extent required by Section 6.7 of the Original Resolution, as amended by Section 11.3 of this Supplemental Resolution, adjust its schedule of fees, rates, and charges applicable to the System to cause Net Revenues and Surplus Net Revenues to be produced in an amount at least equal to that required by the Resolution.

Section 2.2. Representations. The Borrower represents as follows:

(a) Organization and Authority. The Borrower:

(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 and to enter into the Collateral Documents and to issue the Series 2016 Bonds and to carry out and consummate all transactions contemplated by this Resolution, the Series 2016 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 Series 2016 Bonds and the Collateral Documents and the incurrence of the Debt evidenced by the Series 2016 Bonds in the maximum amount of the Committed Amount.

(b) Pending Litigation. There is no litigation or proceeding pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower in any court or before or by any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the existence, corporate or otherwise, of the Borrower, or the ability of the Borrower to make all payments and otherwise perform its obligations under this Resolution, the Series 2016 Bonds and the Collateral Documents, or the financial condition of the Borrower, or the transactions contemplated by this Resolution, the Series 2016 Bonds and the Collateral Documents or the validity and enforceability of this Resolution, the Series 2016 Bonds and the Collateral Documents. If any such litigation should be initiated or threatened, the Borrower will forthwith notify in writing the DNRC, and will furnish the DNRC a copy of all documents, including pleadings, in connection with such litigation. No referendum petition has been filed with respect to any resolution or other action of the Borrower relating to the 2016 Project, the Series 2016 Bonds or any Collateral Documents.

(c) Borrowing Legal and Authorized. The adoption of this Resolution, the execution and delivery of the Series 2016 Bonds and the Collateral Documents and the consummation of the transactions provided for in this Resolution, the Series 2016 Bonds and the Collateral Documents and compliance by the Borrower with the provisions of this Resolution, the Series 2016 Bonds and the Collateral Documents:

(i) are within the powers of the Borrower and have been duly authorized by all necessary action on the part of the Borrower; 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 Borrower pursuant to any ordinance, resolution, indenture, loan agreement or other agreement or instrument (other than this Resolution and any Collateral Documents) to which the Borrower is a party or by which the Borrower or its property may be bound, nor will such action result in any violation of the provisions of any charter or similar document, if applicable, any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower, its properties or operations are subject.

(d) No Defaults. No event has occurred and no condition exists that, upon execution and delivery of the Series 2016 Bonds and the Collateral Documents, would constitute a default under this Resolution or the Collateral Documents. The Borrower is not in violation of any term of any agreement, bond resolution, trust indenture, charter or other instrument to which it is a party or by which it or its property may be bound which violation would materially and adversely affect the transactions contemplated hereby or the compliance by the Borrower with the terms hereof or of the Series 2016 Bonds and the Collateral Documents.

(e) Governmental Consent. The Borrower has obtained or made all permits, findings and approvals required to the date of adoption of this Resolution by any governmental body or officer for the making and performance by the Borrower of its obligations under this Resolution, the Series 2016 Bonds and the Collateral Documents (including any necessary sewer rate increase) or for the 2016 Project, the financing or refinancing thereof or the reimbursement of the Borrower for costs thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority (other than those, if any, already obtained) is required on the part of the Borrower as a condition to adopting this Resolution, issuing the Series 2016 Bonds or entering into the Collateral Documents and the performance of the Borrower's obligations hereunder and thereunder. If a utility board or commission manages or controls the System, such board or commission has agreed with the DNRC to abide by the terms of this Resolution and the Collateral Documents, including approving any necessary sewer rate increases.

(f) Binding Obligation. This Resolution, the Series 2016 Bonds and any Collateral Documents to which the Borrower is a party are the valid and binding special, limited obligations and agreements of the Borrower, enforceable against the Borrower in accordance with their terms except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, moratorium, reorganization, insolvency or similar laws affecting creditors' rights and general principles of equity.

(g) The 2016 Project. The 2016 Project consists and will consist of the facilities, improvements and activities described in Appendix A, as such Appendix A may be amended from time to time in accordance with Article III of this Resolution. The 2016 Project comprises facilities of a type that, as determined by the EPA, will facilitate compliance with the national primary water pollution control regulations applicable to the System or will otherwise significantly further the health protection objectives of the Clean Water Act.

(h) The System. The System is a "public sewage system" within the meaning of the Act and the Clean Water Act in that it is a public sewage system that provides collection, transportation, treatment, or disposal of sewage for 15 or more families or 25 or more persons daily for any 60 or more days in a calendar year.

(i) Full Disclosure. There is no fact that the Borrower has not specifically disclosed in writing to the DNRC that materially and adversely affects or (so far as the Borrower can now foresee), except for pending or proposed legislation or regulations that are a matter of general public information, that will materially and adversely affect the properties, operations and finances of the System, the Borrower's status as a Public Entity and Governmental Unit, its ability to own and operate the System in the manner currently operated or the Borrower's ability to perform its obligations under this Resolution, the Series 2016 Bonds and the Collateral Documents and to pledge any revenues or other property pledged to the payment of the Series 2016 Bonds.

(j) Compliance With Law. The Borrower:

(1) is in compliance with all laws, ordinances, governmental rules and regulations and court or other governmental orders, judgments and decrees to which it is

subject and which are material to the properties, operations and finances of the System or its status as a Public Entity and Governmental Unit; and

(2) has obtained all licenses, permits, franchises or other governmental authorizations necessary to the ownership of the System and the operation thereof and agrees to obtain all such licenses, permits, franchises or other governmental authorizations as may be required in the future for the System and the operation thereof, which failure to obtain might materially and adversely affect the ability of the Borrower to conduct the operation of the System as presently conducted or the condition (financial or otherwise) of the System or the Borrower's ability to perform its obligations under this Resolution, the Series 2016 Bonds and the Collateral Documents.

Section 2.3. Covenants.

(a) Insurance. In addition to the requirements of Section 2.2 of the Original Resolution, the Borrower at all times shall keep and maintain with respect to the System property and casualty insurance and liability insurance with financially sound and reputable insurers, or self-insurance as authorized by State law, against such risks and in such amounts, and with such deductible provisions, as are customary in the State in the case of entities of the same size and type as the Borrower and similarly situated and shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for all such insurance. All such insurance policies shall name the DNRC as an additional insured to the extent permitted under the policy or program of insurance of the Borrower. Each policy must provide that it cannot be cancelled by the insurer without giving the Borrower and the DNRC 30 days' prior written notice. The Borrower shall give the DNRC prompt notice of each insurance policy it obtains or maintains to comply with this 0 and of each renewal, replacement, change in coverage or deductible under or amount of or cancellation of each such insurance policy and the amount and coverage and deductibles and carrier of each new or replacement policy. Such notice shall specifically note any adverse change as being an adverse change. The Borrower shall deliver to the DNRC at Closing a certificate providing the information required by this 0

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

(c) Further Assurance. The Borrower shall execute and deliver to the DNRC all such documents and instruments and do all such other acts and things as may be necessary or required by the DNRC to enable the DNRC to exercise and enforce its rights under this Resolution, the Series 2016 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 Series 2016 Bonds and the Collateral Documents.

(d) Maintenance of Security; Recordation of Interest.

(i) The Borrower 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 Series 2016 Bonds;

(ii) The Borrower shall forthwith, after the execution and delivery of the Series 2016 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; and

(iii) Except to the extent it is exempt therefrom, the Borrower shall pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of the documents described in subparagraph (ii), and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Series 2016 Bonds and the Collateral Documents and the documents described in subparagraph (ii).

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

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

(1) the preliminary budget for the System, with items for the 2016 Project shown separately; and

(2) when adopted, the final budget for the System, with items for the 2016 Project shown separately.

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

(h) Records. After reasonable notice from the EPA or the DNRC, the Borrower shall make available to the EPA or the DNRC such records as the EPA or the DNRC reasonably requires to review and determine compliance with the Clean Water Act, as provided in Section 75-5-1113(1)(d) of the Act.

(i) Compliance with Clean Water Act. The Borrower has complied and shall comply with all conditions and requirements of the Clean Water Act pertaining to the 2016 Loans and the 2016 Project and shall maintain sufficient financial, managerial and technical capability to continue to effect such compliance.

(j) Compliance with DEQ Requirements. The Borrower shall comply with plan, specification and other requirements for public sewer systems established by the DEQ, as required by Section 75-5-1113(1)(g) of the Act.

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

(a) The Borrower covenants and agrees that it will not use or permit to be used any of the proceeds of the Series 2016 Bonds or any other funds of the Borrower in respect of the 2016 Project or the Series 2016 Bonds, directly or indirectly, in a manner that would cause, or take any other action that would cause, any State Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code or would otherwise cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(b) The Borrower agrees that it will not enter into, or allow any “related person” (as defined in Section 147(a)(2) of the Code) to enter into, any arrangement, formal or informal, for the purchase of the State Bonds or any other obligations of the DNRC in an amount related to the amount of the 2016 Loans or the portion of the 2016 Loans derived directly or indirectly from proceeds of the State Bonds or that would otherwise cause any State Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(c) The Borrower shall not use or permit the use of the 2016 Project directly or indirectly in any trade or business carried on by any Person who is not a Governmental Unit. For the purpose of this subparagraph, use as a member of the general public (within the meaning of the Regulations) shall not be taken into account and any activity carried on by a Person other than a natural person shall be treated as a trade or business.

(d) Any portion of the 2016 Project being refinanced or the cost of which is being reimbursed was acquired by and is now and shall, during the term of the 2016 Loans, be owned by the Borrower and not by any other Person. Any portion of the 2016 Project being financed shall be acquired by and shall, during the term of the 2016 Loan, be owned by the Borrower and not by any other Person. Notwithstanding the previous two sentences, the Borrower may transfer the 2016 Project or a portion thereof to another Governmental Unit which is also a Public Entity if such transfer is otherwise permitted under the Resolution and if such organization agrees with the DNRC to comply with Section 2.3(h), Section 2.3(i) and Section 2.4 of this Supplemental Resolution and if the DNRC receives an Opinion of Bond Counsel that such transfer will not violate the State Act or the Clean Water Act or adversely affect the exclusion of interest on the State Bonds from gross income or purposes of federal income taxation. In addition, except as otherwise provided in the Resolution or in

any Collateral Documents, the Borrower may sell or otherwise dispose of any portion of the 2016 Project which has become obsolete or outmoded or is being replaced or for other reasons is not needed by the Borrower or beneficial to the general public or necessary to carry out the purposes of the Clean Water Act.

(e) At the Closing of the 2016B Loan, the DNRC will, if necessary to obtain the Opinion of Bond Counsel described in Section 7.05(a) of the Indenture, deliver to the Borrower instructions concerning compliance by the Borrower with the arbitrage rebate requirements of Section 148 of the Code (the "Arbitrage Rebate Instructions"). The Borrower shall comply with the Arbitrage Rebate Instructions, if any, delivered to it by the DNRC at Closing, as such Instructions may be amended or replaced by the DNRC from time to time. The Arbitrage Rebate Instructions may be amended or replaced by new Arbitrage Rebate Instructions delivered by the DNRC and accompanied by an Opinion of Bond Counsel to the effect that the use of said amended or new Arbitrage Rebate Instructions will not adversely affect the excludability of interest on the State Bonds or any Additional State Bonds (except State Bonds the interest on which the State did not intend to be excluded from gross income for federal income tax purposes) from gross income of the recipients thereof for federal income tax purposes.

(f) The Borrower agrees that during the term of the 2016 Loans it will not contract with or permit any Private Person to manage the 2016 Project or any portion thereof except according to a written management contract and upon delivery to the DNRC of an Opinion of Bond Counsel to the effect that the execution and delivery of such management contract will not violate the State Act or the Clean Water Act or adversely affect the exclusion of interest on State Bonds from gross income or purposes of federal income taxation.

(g) The Borrower may not lease the 2016 Project or any portion thereof to any Person other than a Nonexempt Person which agrees in writing with the Borrower and the State not to cause any default to occur under the Resolution; provided the Borrower may lease all or any portion of the 2016 Project to a Nonexempt Person pursuant to a lease which in the Opinion of Bond Counsel delivered to the DNRC will not cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(h) The Borrower shall not change the use or nature of the 2016 Project if (i) such change will violate the Clean Water Act, or (ii) so long as the State Bonds are outstanding unless, in the Opinion of Bond Counsel delivered to the DNRC, such change will not result in the inclusion in gross income of interest on the State Bonds for federal income tax purposes.

Section 2.5. Maintenance of System; Liens. The Borrower shall maintain the System, including the 2016 Project, in good condition and make all necessary renewals, replacements, additions, betterments and improvements thereto. The Borrower shall not grant or permit to exist any lien on the 2016 Project or any other property making up part of the System, other than liens securing Debt where a parity or senior lien secures the Series 2016 Bonds;

provided that this Section 2.5. shall not be deemed to be violated if a mechanic's or contractor's lien is filed against any such property so long as the Borrower uses its best efforts to obtain the discharge of such lien and promptly reports to the DNRC the filing of such lien and the steps it plans to take and does take to discharge of such lien.

Section 2.6. Maintenance of Existence; Merger, Consolidation, Etc.; Disposition of Assets. The Borrower shall maintain its corporate existence, except that it may consolidate with or merge into another Governmental Unit or permit one or more Governmental Units to consolidate with or merge into it or may transfer all or substantially all of its assets to another Governmental Unit and then dissolve if the surviving, resulting or transferee entity (if other than the Borrower) (i) is a Public Entity and (ii) assumes in writing all of the obligations of the Borrower under the Resolution, the Series 2016 Bonds and the Collateral Documents, and (a) such action does not result in any default in the performance or observance of any of the terms, covenants or agreements of the Borrower under the Resolution, the Series 2016 Bonds and the Collateral Documents, (b) such action does not violate the State Act or the Clean Water Act and does not adversely affect the exclusion of interest on the Series 2016B Bond or the State Bonds from gross income for federal income tax purposes and (c) the Borrower delivers to the DNRC on the date of such action an Opinion of Bond Counsel that such action complies with this Section 2.6. .

Other than pursuant to the preceding paragraph, the Borrower shall not transfer the System or any portion thereof to any other Person, except for property which is obsolete, outmoded, worn out, is being replaced or otherwise is not needed for the operation of the System, unless the provisions of (a) and (b) of the preceding paragraph are satisfied and the Borrower delivers to the DNRC an Opinion of Bond Counsel to that effect and, in addition, the DNRC consents to such transfer

ARTICLE III

USE OF PROCEEDS; THE 2016 PROJECT

Section 3.1. Use of Proceeds. The Borrower shall apply the proceeds of the 2016 Loans solely as follows:

(a) The Borrower shall apply the proceeds of the 2016 Loans solely to the financing, refinancing or reimbursement of costs of the 2016 Project as set forth in Appendix A hereto and this Section 3.1, to fund a deposit to the Reserve Account and to pay costs of issuance of the Series 2016 Bonds. The 2016 Loans will be disbursed in accordance with Article IV hereof and Article VII of the Indenture. If the 2016 Project has not been completed prior to Closing, the Borrower shall, as quickly as reasonably possible, complete the 2016 Project and expend proceeds of the 2016 Loans to pay costs of completing the 2016 Project.

(b) No portion of the proceeds of the 2016 Loans shall be used to reimburse the Borrower for costs paid prior to the date of adoption of this Resolution or a Project the construction or acquisition of which occurred or began earlier than March 7, 1985. In addition, if any proceeds of the 2016 Loans are to be used to reimburse the Borrower for Project costs paid

prior to the date of adoption of this Resolution, the Borrower shall have complied with Section 1.150-2 of the Regulations in respect of such costs.

(c) Any Debt to be refinanced with proceeds of the 2016 Loans was incurred after March 7, 1985, or with respect to a Project the construction or acquisition of which began after March 7, 1985. No proceeds of the 2016 Loans shall be used for the purpose of refinancing an obligation the interest on which is exempt from federal income tax or excludable from gross income for purposes of federal income taxation unless the DNRC has received an Opinion of Bond Counsel, satisfactory to it, to the effect that such refinancing will not adversely affect the exclusion of interest on the State Bonds from gross income for purposes of federal income taxation.

Section 3.2. The 2016 Project. Set forth in Appendix A to this Resolution is a description of the 2016 Project, which describes the property which has been or is to be acquired, installed, constructed or improved and the other activities, if any, to be funded from the 2016 Loans (the 2016 Project may consist of more than one facility or activity), and an estimated budget relating to the 2016 Project. The 2016 Project may be changed and the description thereof in Appendix A may be amended from time to time by the Borrower but only after delivery to the DNRC of the following:

(a) a certificate of the Borrower setting forth the amendment to Appendix A and stating the reason therefor, including statements as to whether the amendment would cause an increase or decrease in the cost of the 2016 Project or an increase or decrease in the amount of proceeds of the 2016 Loans which will be required to complete the 2016 Project and whether the change will materially accelerate or delay the construction schedule for the 2016 Project;

(b) a written consent to such change in the 2016 Project by an Authorized DNRC Officer; and

(c) an Opinion of Bond Counsel stating that the 2016 Project, as constituted after such amendment, is, and was at the time the State Bonds were issued, eligible for financing under the Act and is, and was at the time the Series 2016 Bonds were issued, eligible for financing under the Enabling Act, such amendment will not violate the Act or the Enabling Act and such amendment will not adversely affect the exclusion of interest on the State Bonds or the Series 2016B Bond from gross income for purposes of federal income taxation. Such an Opinion of Bond Counsel shall not be required for amendments which do not affect the type of facility to be constructed or activity to be financed.

The Borrower acknowledges and agrees that an increase in the principal amount of the 2016 Loans may be made only upon an application to the DEQ, the DNRC and the Trustee, in such form as the DEQ shall specify, which is approved by the DEQ and the DNRC, in their sole and absolute discretion, and adoption by the governing body of the Borrower of a Supplemental Resolution authorizing the additional loan and delivery of written certifications by officers of the Borrower to the DEQ, the DNRC and the Trustee to the effect that all representations and covenants contained in this Resolution as it may be so amended or supplemented are true as of the date of closing of the additional loan and compliance with applicable tests for the incurrence of such debt. No assurance can be given that any additional loan funds will be available under the Program at the time of any such application. The Borrower acknowledges and agrees that

neither the DEQ, the DNRC, the Trustee nor any of their agents, employees or representatives shall have any liability to the Borrower and have made no representations to the Borrower as to the sufficiency of the 2016 Loans to pay costs of the 2016 Project or as to the availability of additional funds under the Program to increase the principal amount of the 2016 Loans.

Section 3.3. 2016 Project Representations and Covenants. The Borrower hereby represents to and covenants with the DNRC that:

(a) all construction of the 2016 Project has complied and will comply with all federal and state standards, including, without limitation, EPA regulations;

(b) all future construction of the 2016 Project will be done only pursuant to fixed price construction contracts. The Borrower shall obtain a performance and payment bond from the contractor for each construction contract in the amount of 100% of the construction price and ensure that such bond is maintained until construction is completed to the Borrower's, the DNRC's and the DEQ's satisfaction;

(c) all future construction of the 2016 Project will be done in accordance with plans and specifications on file with the DNRC and the DEQ, provided that changes may be made in such plans and specifications with the written consent of an Authorized DNRC Officer and the DEQ;

(d) all laborers and mechanics employed by contractors and subcontractors on the 2016 Project have been and will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code;

(e) the iron and steel products used in the 2016 Project comply with the "American Iron and Steel" requirements of Section 436 of the Consolidated Appropriations Act of 2016 (P.L. 113-76), as those requirements are further interpreted by applicable EPA guidance;

(f) the 2016 Project is a project of the type permitted to be financed under the Act, the Enabling Act and the Program and Title VI of the Clean Water Act; and

(g) the Borrower will undertake the 2016 Project promptly after the Closing and will cause the 2016 Project to be completed as promptly as practicable with all reasonable dispatch, except only as completion may be delayed by a cause or event not reasonably within the control of the Borrower;. it is estimated by the Borrower that the 2016 Project will be substantially completed by the Estimated Completion Date.

Section 3.4. Completion or Cancellation or Reduction of Costs of the 2016 Project.

(a) Upon completion of the 2016 Project, the Borrower shall deliver to the DNRC a certificate stating that the 2016 Project is complete and stating the amount, if any, of the Undisbursed Committed Amount. If Appendix A describes two or more separate projects as making up the 2016 Project, a separate completion certificate shall be delivered for each.

(b) If all or any portion of the 2016 Project is cancelled or cut back or its costs are reduced or for any other reason the Borrower will not require the full Committed Amounts, the Borrower shall promptly notify the DNRC in writing of such fact and the amount of the Undisbursed Committed Amount.

ARTICLE IV

THE LOAN

Section 4.1. The Loan; Disbursement of Loan.

(a) The DNRC has agreed to lend to the Borrower, from time to time as the requirements of this Section 4.1 are met, an amount up to: (i) \$400,000 (the “2016A Committed Amount”) and (ii) \$6,296,000 (the “2016B Committed Amount”) for the purposes of financing, refinancing or reimbursing the Borrower for costs of the 2016 Project, funding a deposit to the Reserve Account and paying costs of issuance of the Series 2016 Bonds; provided the DNRC shall not be required to disburse any proceeds of the 2016 Loans after the Estimated Completion Date. The Committed Amounts may be reduced as provided in Sections 3.2 and 3.4.

(b) The DNRC intends to disburse the 2016 Loans through the Trustee. In consideration of the issuance of the Series 2016 Bonds by the Borrower, the DNRC shall make, or cause the Trustee to make, a disbursement of all or a portion of the 2016 Loans upon receipt of the following documents:

(1) an Opinion of Bond Counsel as to the Series 2016A Bond and an Opinion of Bond Counsel as to the validity and enforceability of the Series 2016B Bond and the security therefor and stating in effect that interest on the Series 2016B Bond is not includable in gross income of the owner thereof for purposes of federal income taxation, in form and substance satisfactory to the DNRC;

(2) the Series 2016A Bond and the Series 2016B Bond, fully executed and authenticated;

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

(4) any other security instruments or documents required by the DNRC or DEQ as a condition to their approval of the 2016 Loans;

(5) if all or part of a Loan is being made to refinance a Project or reimburse the Borrower for costs of a Project paid prior to the Closing, evidence, satisfactory to the DNRC and the Bond Counsel referred to in subparagraph (1) above, (A) that the acquisition or construction of the Project was begun no earlier than March 7, 1985 or the debt was incurred no earlier than March 7, 1985, (B) of the Borrower’s title to the Project, (C) of costs of such Project and that such costs have been paid by the Borrower and (D) if such costs were paid before adoption of this Supplemental Resolution that the Borrower has complied with Section 1.150-2 of the Regulations;

(6) the items required by the Indenture for the portion of the 2016 Loans to be disbursed at Closing; and

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

(c) In order to obtain a disbursement of a portion of the 2016 Loans to pay costs of the 2016 Project, the Borrower shall submit to the DNRC and the Trustee a signed request for disbursement on the form prescribed by the DNRC, with all attachments required by such form. The Borrower may obtain disbursements only for costs which have been legally incurred and are due and payable. All Loan disbursements will be made to the Borrower only upon proof that cost was incurred.

(d) Provided that the EPA Capitalization Grant is available to the Program, from and after the 2016B First Advance, the 2016 Loans shall be disbursed, subject to the other terms and conditions of this Resolution, in the following order:

(1) First, the total amount of each advance will be split equally between the 2016A Loan and the 2016B Loan, until the entire amount of the 2016A Loan is advanced; provided that the initial advance shall include the 2016B First Advance.

(2) Second, after the 2016A Loan is advanced in full, all advances will be from only the 2016B Loan.

(e) The Borrower shall not be entitled to, and the DNRC shall have no obligation to make, the 2016B First Advance or any subsequent advance of any amounts under the 2016B Loan until such time as the Borrower shall have funded the Reserve Account in an amount then required to satisfy the Reserve Requirement.

(f) The Borrower shall submit the request for the 2016B First Advance in the form required by the DNRC so that it is received in sufficient time for the DNRC to process the information by the date desired by the Borrower for the making of the 2016B First Advance.

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

(h) If all or a portion of the 2016 Loans is made to reimburse a Borrower for Project costs paid by it prior to Closing, the Borrower shall present at Closing the items required by Section 4.1(b) relating to such costs. The Trustee shall disburse such amounts to the Borrower pursuant to a disbursement schedule complying with the requirements of the Clean Water Act established by the DNRC and the Borrower at the Closing.

(i) Notwithstanding anything herein to the contrary, the Trustee shall not be obligated to disburse the 2016 Loans any faster or to any greater extent than it has available EPA Capitalization Grants, Bond proceeds and other amounts available therefor in the Revolving

Fund. The DNRC shall not be required to do “overmatching” pursuant to Section 5.04(b) of the Indenture, but may do so in its discretion. The Borrower acknowledges that if Project costs are incurred faster than the Borrower projected at Closing, there may be delays in making Loan disbursements for such costs because of the schedule under which EPA makes EPA Capitalization Grant money available to the DNRC. The DNRC will use its reasonable best efforts to obtain an acceleration of such schedule if necessary.

(j) Upon making each 2016A Loan disbursement and 2016B Loan disbursement, the Trustee shall note such disbursement on Schedule A to the Series 2016A Bond and the Series 2016B Bond, respectively. At Closing, Schedule A to the Series 2016B Bond shall note the 2016B First Advance.

(k) The Borrower agrees that it will deposit in the Reserve Account upon receipt thereof, on the date of the 2016B First Advance and any subsequent disbursement dates, any proceeds of the 2016B Loan borrowed for the purpose of increasing the balance in the Reserve Account to the Reserve Requirement. The Borrower further acknowledges and agrees that any portion of the 2016 Loans representing capitalized interest shall be advanced only on Payment Dates and shall be transferred by the Trustee on the Payment Date directly to the Debt Service Account. The amount of any such transfer shall be a credit against the interest payments due on the Series 2016 Bonds and interest thereon shall accrue only from the date of transfer.

(l) Compliance by the Borrower with its representations, covenants and agreements contained in this Resolution and the Collateral Documents shall be a further condition precedent to the disbursement of the 2016 Loans in whole or in part. The DNRC and the Trustee, in their sole and absolute discretion, may make one or more disbursements, in whole or in part, notwithstanding such noncompliance, and without liability to make any subsequent disbursement of the 2016 Loans.

Section 4.2. Commencement of Loan Term. The Borrower’s obligations under this Supplemental Resolution and the Collateral Documents shall commence on the date hereof unless otherwise provided in this Supplemental Resolution. However, the obligation to make payments under Article V hereof shall commence only upon the first disbursement by the Trustee of the 2016B First Advance.

Section 4.3. Termination of Loan Term. The Borrower’s obligations under this Resolution and the Collateral Documents in respect of the Series 2016 Bonds shall terminate upon payment in full of all amounts due under the Series 2016 Bonds and this Resolution; provided, however, that the covenants and obligations provided in Article VI and Section 10.3 of this Supplemental Resolution shall survive the termination of the Resolution.

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

ARTICLE V

REPAYMENT OF 2016 LOANS

Section 5.1. Repayment of 2016 Loans. The Borrower shall repay the amounts borrowed by it pursuant to Section 4.1 in accordance with this Section 5.1.

5.1.1. Interest and Surcharges. Until a Determination Statement is delivered by the DNRC to the Borrower and so long as the Borrower's obligation to repay the principal of the 2016A Loan is forgiven as provided in Section 5.1.2 below, amounts disbursed by the DNRC under Section 4.1 hereof that are evidenced by the Series 2016A Bond bear interest at the rate of zero percent (0.00%) per annum from the date of each advance; provided, however, if the DNRC delivers to the Borrower a Noncompliance Statement, then all principal of the Series 2016A Bond advanced by the DNRC shall be payable and amounts disbursed by the DNRC under Section 4.1 hereof that are evidenced by the Series 2016A Bond shall bear interest at the rate of two percent (2.00%) per annum and in addition the Borrower shall pay the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge from the date of each advance under the Series 2016A Bond. The 2016B Loan shall bear interest at the rate of two percent (2.00%) per annum and the Borrower shall pay the Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal amounts of the 2016B Loan. For purposes of this Resolution and the Program, with respect to the 2016A Loan and the 2016B Loan, the term "interest on the 2016 Loans" or "interest on the 2016A Loan" or "interest on the 2016B Loan," when not used in conjunction with a reference to any surcharges, shall include the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge, if applicable. The Borrower shall pay all Loan Repayments and surcharges in lawful money of the United States of America to the DNRC. Interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge shall be calculated on the basis of a year of 360 days comprising 12 months of 30 days each.

5.1.2. Repayment of 2016A Loan; Principal Forgiveness.

(a) The Borrower is obligated to repay the principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the 2016A Loan, unless the DNRC forgives the Borrower's obligation to repay the principal of the 2016A Loan as provided in Section 5.1.2(b). Subject to the provisions of Section 5.1.2(b), the Loan Repayments and the Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the 2016A Loan shall be due on each Payment Date, as follows:

- (1) Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal balance of the 2016A Loan shall be payable on each Payment Date following the date of delivery by the DNRC of a Noncompliance Statement and concluding on July 1, 2036; and
- (2) the principal of the 2016A Loan shall be payable on each Payment Date, beginning on the Payment Date that is the first to occur following delivery

by the DNRC of a Noncompliance Statement and concluding on July 1, 2036, and the amount of each principal payment shall be calculated on the basis of a substantially level debt service at the rate of 2.50% per annum; provided that principal of the 2016A Loan is payable only in amounts that are multiples of \$1,000.

(b) Notwithstanding Section 5.1.2(a), so long as the Borrower is proceeding diligently to completion of the 2016 Project and the Borrower has executed and delivered the Compliance Certificate and Request to the DNRC in form and substance satisfactory to the DNRC and the DEQ in their sole and absolute discretion within thirty (30) days after the date that the Compliance Certificate and Request is provided to the Borrower by the DNRC, the DNRC will, following review and approval of the Compliance Certificate and Request, deliver to the Borrower a Forgiveness Statement and the Borrower will thereafter have no obligation to repay amounts advanced under the Series 2016A Bond or interest or surcharges thereon and the Series 2016A Bond will be marked "CANCELLED" and returned by the DNRC to the Borrower. However, in the event the Borrower fails to deliver timely the Compliance Certificate and Request, or the Borrower cannot submit the Compliance Certificate and Request because it cannot make the certifications required therein, or the Compliance Certificate and Request is delivered in a form that deviates materially from that attached hereto as Appendix D as determined in the sole and absolute discretion of the DNRC and the DEQ, or the DNRC or the DEQ determines at any time that the 2016 Project or any portion thereof or of the work relating thereto fails to comply with Program requirements, then the DNRC will deliver to the Borrower a Noncompliance Statement. Upon delivery of a Noncompliance Statement by the DNRC to the Borrower, all principal advanced or to be advanced under the Series 2016A Bond, together with interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge thereon from the date of each advance, shall be payable as provided in Section 5.1.2(a).

(c) In addition, in the event the DNRC delivers a Noncompliance Statement (i) the Series 2016A Bond will continue in effect as a Subordinate Obligation, and (ii) the Borrower will forthwith comply with the rate covenant set forth in Section 6.7 of the Original Resolution, as amended by Section 11.3 of this Supplemental Resolution, and, if necessary, increase the rates and charges of the System to satisfy such rate covenant as soon as practicable and in any event no later than three (3) months after the date of delivery to the Borrower by the DNRC of a Noncompliance Statement.

5.1.3. Repayment of 2016B Loan. The Loan Repayments and surcharges on the 2016B Loan required by this Section 5.1 shall be due on each Payment Date, as follows:

- (1) interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal balance of the 2016B Loan shall be payable on each January 1 and July 1, beginning on January 1, 2017, and concluding on July 1, 2036; and

- (2) the principal of the 2016B Loan shall be repayable on each Payment Date, beginning on January 1, 2017, and concluding July 1, 2036, and the amount of each principal payment shall be calculated on the basis of a substantially level debt service at a rate of 2.50% per annum; provided that principal of the 2016B Loan is payable only in amounts that are multiples of \$1,000.

5.1.4. Details Regarding 2016 Loan Repayments. Upon each disbursement of the 2016 Loans to the Borrower pursuant to Section 4.1 hereof, the Trustee shall enter or cause to be entered the amount advanced on Schedule A to the Series 2016A Bond and the Series 2016B Bond, as applicable, under "Advances" and the total amount advanced under Section 4.1, including such disbursement, under "Total Amount Advanced." Loan Repayments and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on the 2016B Loan and, if applicable, on the 2016A Loan, accrue on each such advance from the date of disbursement and shall be due and payable on the dates and in the amounts shown in Schedule B to the Series 2016A Bond and the Series 2016B Bond, as such Schedule B shall be modified from time to time as provided in Sections 5.1.2, 5.1.3, 5.1.4 and below. The portion of each such Loan Repayment consisting of principal, of interest, of Administrative Expense Surcharge and of Loan Loss Reserve Surcharge shall be set forth in Schedule B to the Series 2016A Bond and the Series 2016B Bond.

If the DNRC shall have delivered a Noncompliance Statement, then Schedule B to the Series 2016A Bond shall continue to reflect interest and surcharges on amounts advanced under the Series 2016A Bond at the rate of 2.50% per annum. If the DNRC delivers a Forgiveness Statement, Schedule B to the Series 2016A Bond will be disregarded and of no effect.

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

Any payment of principal and interest as to the Series 2016B Bond and, if applicable, the Series 2016A Bond, and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge as to the Series 2016B Bond and, if applicable, the Series 2016A Bond under this Section 5.1 shall be credited against the same payment obligation under the Series 2016B Bond and, as applicable, the Series 2016A Bond.

Section 5.2. Additional Payments. The Borrower shall also pay, within 30 days after receipt of a bill therefor, from any legally available funds therefor, including proceeds of the 2016 Loans, all reasonable expenses of the DNRC and the Trustee in connection with the 2016 Loans, the Collateral Documents and the Series 2016 Bonds, including, but not limited to:

- (a) the cost of reproducing this Resolution, the Collateral Documents and the Series 2016 Bonds;

(b) the fees and disbursements of Bond Counsel and other Counsel utilized by the DNRC and the Trustee in connection with the 2016 Loans, this Resolution, the Collateral Documents and the Series 2016 Bonds and the enforcement thereof; and

(c) all taxes and other governmental charges in connection with the execution and delivery of the Collateral Documents or the Series 2016 Bonds, whether or not the Series 2016 Bonds are then outstanding, including all recording and filing fees relating to the Collateral Documents and the pledge of the State's right, title and interest in and to the Series 2016 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 5.3. Prepayments. The Borrower may not prepay all or any part of the outstanding principal amount of the Series 2016B Bond and, if applicable, the Series 2016A Bond, unless (i) a Determination Statement has been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2016 Bonds are prepaid in part pursuant to this Section 5.3, such prepayments shall be applied to principal payments in inverse order of maturity.

Section 5.4. Obligations of Borrower Unconditional. The obligations of the Borrower to make the payments required by this Resolution and the Series 2016 Bonds and to perform its other agreements contained in this Resolution, the Series 2016 Bonds and Collateral Documents shall be absolute and unconditional, except as otherwise provided herein or in such documents. The Borrower (a) shall not suspend or discontinue any payments provided for in this Resolution and the Series 2016 Bonds, (b) shall perform all its other agreements in this Resolution, the Series 2016 Bonds and the Collateral Documents and (c) shall not terminate this Resolution, the Series 2016 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 2016 Project or the System, commercial frustration of purpose, any dispute with the DNRC or the EPA, any change in the laws of the United States or of the State or any political subdivision thereof 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 5.5. Limited Liability. All payments of principal of and interest on the 2016 Loans and other payment obligations of the Borrower hereunder and under the Series 2016 Bonds shall be special, limited obligations of the Borrower payable with respect to the Series 2016B Bond solely out of the Net Revenues or, with respect to the Series 2016A Bond, solely out of Surplus Net Revenues and shall not, except at the option of the Borrower and as permitted by law, be payable out of any other revenues of the Borrower. The obligations of the Borrower under this Resolution and the Series 2016 Bonds shall never constitute an indebtedness of the Borrower within the meaning of any State constitutional provision or statutory or charter limitation and shall never constitute or give rise to a pecuniary liability of the Borrower or a charge against its general credit or taxing power. The taxing powers of the Borrower may not be used to pay principal of or interest on the Series 2016 Bonds, no funds or property of the

Borrower other than the Net Revenues may be required to be used to pay principal of or interest on the Series 2016B Bond, and no funds or property of the Borrower other than the Surplus Net Revenues may be required to be used to pay principal of or interest, if any, on the Series 2016A Bond.

ARTICLE VI

INDEMNIFICATION OF DNRC AND DEQ

The Borrower shall, to the extent permitted by law, indemnify and save harmless the DNRC and the DEQ and their officers, employees and agents (each an “Indemnified Party” or, collectively, the “Indemnified Parties”) against and from any and all claims, damages, demands, expenses, liabilities and losses of every kind asserted by or on behalf of any Person arising out of the acts or omissions of the Borrower or its employees, officers, agents, contractors, subcontractors, or consultants in connection with or with regard or in any way relating to the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation or financing of the 2016 Project. The Borrower 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 Borrower shall, upon notice from an Indemnified Party, defend such proceeding on behalf of the Indemnified Party.

ARTICLE VII

ASSIGNMENT

Section 7.1. Assignment by Borrower. The Borrower may not assign its rights and obligations under this Resolution or the Bonds, except as provided in Section 6.3.

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

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

ARTICLE VIII

THE SERIES 2016 BONDS

Section 8.1. Net Revenues Available. The Borrower is authorized to charge just and equitable rates, charges and rentals for all services directly or indirectly furnished by the System, and to pledge and appropriate to the Series 2016B Bond the Net Revenues (and in respect of the Series 2016A Bond, if necessary, the Surplus Net Revenues) to be derived from the operation of the System, including improvements, betterments or extensions thereof hereafter constructed or acquired. The Net Revenues to be produced by such rates, charges and rentals during the term of the Series 2016B Bond are expected to be more than sufficient to pay the principal and interest when due on the Series 2016B Bond, and to create and maintain reasonable reserves therefor and to provide an adequate allowance for replacement and depreciation, as prescribed herein. For purposes of the foregoing statement, principal of and interest on the 2016A Loan are disregarded. The Borrower acknowledges and agrees that if the DNRC delivers a Noncompliance Statement to the Borrower that the obligation of the Borrower to repay the principal of the 2016A Loan is not forgiven as provided in Section 5.1.2 as determined in the sole and complete discretion of the DNRC and DEQ, then principal and interest and surcharges will become due and owing on the 2016A Loan evidenced by the Series 2016A Bond as provided in Section 5.1.2 and the Borrower shall thereupon, and no later than three months after delivery of such Noncompliance Statement, to the extent required by Section 6.7 of the Original Resolution, as amended by Section 11.3 of this Supplemental Resolution, adjust its schedule of fees, rates and charges applicable to the System to cause Net Revenues and Surplus Net Revenues to be produced in an amount at least equal to that required by the Resolution.

Section 8.2. Issuance and Sale of the Series 2016 Bonds. The Council has investigated the facts necessary and hereby finds, determines and declares it to be necessary and desirable for the Borrower to issue the Series 2016 Bonds to evidence the 2016 Loans. The Series 2016 Bonds are issued to the DNRC without public sale pursuant to Montana Code Annotated, Section 7-7-4433.

Section 8.3. Terms. The Series 2016A Bond and the Series 2016B Bond shall be in the maximum principal amount equal to the original 2016A Committed Amount and the 2016B Committed Amount, respectively, shall each be issued as a single, fully registered bond numbered R-1, shall be dated as of the date of delivery to the DNRC, and shall bear interest at the rate charged by the DNRC on the 2016A Loan and the 2016B Loan, respectively. The principal of and interest on the Series 2016B Bond and, if applicable, the principal of and interest on the Series 2016A Bond, and any Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable on the same dates and in the same amounts on Loan Repayments are payable. Advances of principal of the Series 2016A Bond or the Series 2016B Bond shall be deemed made when advances of the 2016A Loan or the 2016B Loan, respectively, are made under Section 4.1, and such advances shall be payable in accordance with Schedule B to the Series 2016B Bond and, if applicable, the Series 2016A Bond, as it may be revised by the DNRC from time to time in accordance with Section 5.1. The Series 2016A Bond is a Subordinate Obligation payable only from the Surplus Net Revenues available in the Replacement and Depreciation Account or the Surplus Account. The Borrower may prepay the Series 2016

Bonds, in whole or in part, only upon the terms and conditions under which it can prepay the 2016 Loans under Section 5.3.

Section 8.4. Negotiability, Transfer and Registration. The Series 2016 Bonds shall be fully registered as to both principal and interest, and shall be initially registered in the name of and payable to the DNRC, shall be dated the date of delivery. While so registered, principal of and interest on the Series 2016 Bonds shall be payable to the DNRC at the Office of the Department of Natural Resources and Conservation, 1625 Eleventh Avenue, Helena, Montana 59620 or such other place as may be designated by the DNRC in writing and delivered to the Borrower. The Series 2016 Bonds shall be negotiable, subject to the provisions for registration and transfer contained in this Section 8.4. No transfer of the Series 2016 Bonds shall be valid unless and until (1) the holder, or his duly authorized attorney or legal representative, has executed the form of assignment appearing on the Series 2016 Bonds, and (2) the City Clerk of the Borrower or successors, as bond registrar (the "Registrar"), has duly noted the transfer on the Series 2016 Bonds and recorded the transfer on the registration books of the Registrar. The Registrar may, prior to noting and recording the transfer, require appropriate proof of the transferor's authority and the genuineness of the transferor's signature. The Borrower shall be entitled to deem and treat the Person in whose name the Series 2016 Bonds is registered as the absolute owner of the Series 2016 Bonds for all purposes, notwithstanding any notice to the contrary, and all payments to the registered holder shall be valid and effectual to satisfy and discharge the Borrower's liability upon such Series 2016 Bonds to the extent of the sum or sums so paid.

Section 8.5. Execution and Delivery. The Series 2016 Bonds shall be executed on behalf of the Borrower by the manual signatures of the Mayor and the City Clerk. Any or all of such signatures may be affixed at or prior to the date of delivery of the Series 2016 Bonds. In the event that any of the officers who shall have signed the Series 2016 Bonds shall cease to be officers of the Borrower before the Series 2016 Bonds are issued or delivered, their signatures shall remain binding upon the Borrower. Conversely, the Series 2016 Bonds may be signed by an authorized official who did not hold such office on the date of adoption of this Resolution. The Series 2016 Bonds shall be delivered to the DNRC, or its attorney or legal representative.

Section 8.6. Form. The Series 2016A Bond shall be prepared in substantially the form attached as Appendix B-1. The Series 2016B Bond shall be prepared in substantially the form attached as Appendix B-2.

ARTICLE IX

SECURITY FOR THE SERIES 2016 BONDS

The Series 2016B Bond is issued as an additional Bond under Section 10.3 of the Original Resolution, as amended by Section 11.3 of this Supplemental Resolution, and shall, with the Series 2012B Bond and any other additional Bonds issued under the provisions of Article X of the Original Resolution, excluding Section 10.4 thereof, be equally and ratably secured by the provisions of the Resolution and payable out of the Net Revenues appropriated to the Revenue Bond Account of the Sewer System Fund, without preference or priority, all as provided in the Resolution, and secured by the Reserve Account, as further provided in

Section 10.3 of the Original Resolution and in the following sentence. Upon advancement of principal of the Series 2016B Bond, the City Clerk-Treasurer of the Borrower shall transfer from proceeds of the Series 2016B Bond such amount or amounts to the Reserve Account to cause the balance therein to equal the Reserve Requirement, treating such principal amount as outstanding. Upon each advance of the Series 2016B Bond, the deposit to the Reserve Account shall be sufficient to cause the balance in the Reserve Account to equal the Reserve Requirement in respect of the Series 2016B Bond so advanced. The Series 2016A Bond is a Subordinate Obligation issued under Section 10.4 of the Original Resolution and payable from the Surplus Net Revenues that are available after required credits to the Operating Account, the Revenue Bond Account, and the Reserve Account. No payment of principal or interest shall be made on any Subordinate Obligation, including the Series 2016A Bond, if the City is then in default in the payment of principal of or interest on any Bond or if there is a deficiency in the Operating Account or the Revenue Bond Account or the balance in the Reserve Account is less than the Reserve Requirement. In the event the principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge become payable under the Series 2016A Bond, the Borrower shall cause rates and charges to be increased to produce Net Revenues at least equal to the amount required under Section 6.7 of the Original Resolution, as amended by Section 11.3 of this Supplemental Resolution, within three (3) months following delivery of a Noncompliance Statement. The Borrower shall keep, perform and observe each and every one of its covenants and undertakings set forth in the Resolution for the benefit of the registered holders from time to time of the Series 2016 Bonds.

ARTICLE X

TAX MATTERS

Section 10.1. Use of Project and System. The 2016 Project and the System will be owned and operated by the Borrower and available for use by members of the general public on a substantially equal basis. The Borrower shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the 2016 Project or the System or security for the payment of the Series 2016B Bond which might cause the Series 2016B Bond to be considered a “private activity bond” or “private loan bond” within the meaning of Section 141 of the Code.

Section 10.2. General Covenant. The Borrower covenants and agrees with the owners from time to time of the Series 2016B Bond that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2016B Bond to become includable in gross income for federal income tax purposes under the Code and the Regulations, and covenants to take any and all actions within its powers to ensure that the interest on the Series 2016B Bond will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

Section 10.3. Arbitrage Certification. The Mayor and the City Clerk, being the officers of the Borrower charged with the responsibility for issuing the Series 2016B Bond pursuant to this Resolution, are authorized and directed to execute and deliver to the DNRC a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the

date of issue and delivery of the Series 2016B Bond, it is reasonably expected that the proceeds of the Series 2016B Bond will be used in a manner that would not cause the Series 2016B Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code and the Regulations.

Section 10.4. Arbitrage Rebate. The Borrower acknowledges that the Series 2016B Bond is subject to the rebate requirements of Section 148(f) of the Code. The Borrower covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Treasury Regulations to preserve the exclusion of interest on the Series 2016B Bond from gross income for federal income tax purposes, unless the Series 2016B Bond qualifies for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no “gross proceeds” of the Series 2016B Bond (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the Mayor and City Clerk-Treasurer are hereby authorized and directed to execute a Rebate Certificate with respect to the Series 2016B Bond, substantially in the form to be prepared by Bond Counsel, and the Borrower hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

Section 10.5. Information Reporting. The Borrower shall file with the Secretary of the Treasury, not later than November 15, 2016, a statement concerning the Series 2016B Bond containing the information required by Section 149(e) of the Code.

Section 10.6. “Qualified Tax-Exempt Obligation.” Pursuant to Section 265(b)(3)(B)(ii) of the Code, the Borrower hereby designates the Series 2016B Bond as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. The Borrower has not designated any obligations in 2016 under Section 265(b)(3) other than the Series 2016B Bond. The Borrower hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265(b)(3) of the Code and including “qualified 501(c)(3) bonds” but excluding other “private activity bonds,” as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the Borrower and all “subordinate entities” of the Borrower in 2016 in an amount greater than \$10,000,000.

ARTICLE XI

AMENDMENTS

Section 11.1. Authorization. Pursuant to Section 16.4 of the Original Resolution, the Borrower reserved the right to amend the Resolution with the written consent of the DNRC.

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

Section 11.3. Amendments.

(a) Section 1.1. Section 1.1 of the Original Resolution is hereby amended to amend the following definition, in its entirety, as follows:

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

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

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

the preliminary budget for the System, with items for the Project shown separately; and

when adopted, the final budget for the System, with items for the Project shown separately.

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

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

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

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

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

"Section 6.7. Rate Covenant. While any Bonds are outstanding and unpaid, the rates, charges and rentals for all services and facilities furnished and made available by the System to the Borrower and its inhabitants, and to all customers within or without the boundaries of the Borrower, shall be reasonable and just, taking into consideration the cost and value of the System and the cost of maintaining and operating it, and the amounts necessary for the payment of all Bonds and the interest accruing thereon, and the proper and necessary allowances for the depreciation of the System, and no free service shall be provided to any person or corporation. It is covenanted and agreed that the rates, charges and rentals to be charged to all recipients of 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 will be at least sufficient to pay the current expenses of operation and maintenance as herein defined, to maintain a balance in the Reserve Account equal to the Reserve Requirement, to provide reserves for the replacement and depreciation of the System, to maintain the Operating Reserve herein established, to produce Net Revenues during each fiscal year, commencing with the fiscal year ending June 30, 2012, not less than 110% of the maximum annual principal and interest payable on any outstanding Bonds in the current or any future fiscal year, and to

produce Surplus Net Revenues sufficient to pay the principal of and interest on any Subordinate Obligations as and when due.

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

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

“Section 10.3. Other Parity Bonds. The Borrower reserves the right to issue additional Bonds payable from the Revenue Bond Account of the Fund, on a parity as to both principal and interest with the Series 2012B Bond, if the Net Revenues of the System for the last complete fiscal year preceding the date of issuance of such additional Bonds have equaled at least 110% of the maximum amount of principal and interest payable from said Revenue Bond Account in any subsequent fiscal year during the term of the outstanding Bonds, on all Bonds then outstanding and on the additional Bonds proposed to be issued. For the purpose of the foregoing computation, the Net Revenues for the fiscal year preceding the issuance of additional Bonds shall be those shown by the financial reports caused to be prepared by the Borrower pursuant to Section 2.2(f), except that if the rates and charges for services provided by the System have been changed since the beginning of such preceding fiscal year, then the rates and charges in effect at the time of issuance of the additional Bonds or finally authorized to go into effect within 60 days thereafter shall be applied to the quantities of service actually rendered and made available during such preceding fiscal year to ascertain the gross revenues, from which there shall be deducted to determine the Net Revenues, the actual operation and maintenance cost plus any additional annual costs of operation and maintenance which the Consultant estimates will be incurred because of the improvement or extension of the System to be constructed from the proceeds of the additional Bonds proposed to be issued. In no event shall any additional Bonds be issued and made payable from the Revenue Bond Account if the Borrower is then in default in any payment of principal 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 Fund, which will not be cured or restored upon the issuance of the additional Bonds. In connection with the issuance of a series of additional Bonds, the Borrower shall cause the amount in the Reserve Account to be increased, from the proceeds of the additional Bonds or from Surplus Net Revenues or other legally available funds of the Borrower, to an amount equal to the Reserve Requirement during the term of the outstanding Bonds or so much thereof as will not cause the Borrower to violate the provisions of Section 12.2 hereof.”

Section 11.4. Effect of Amendments. Except as amended by this Article XI, the provisions of the Original Resolution as now in effect remain unamended and the Original Resolution, as amended hereby, continues in full force and effect.

ARTICLE XII

CONTINUING DISCLOSURE

The Borrower understands and acknowledges that the DNRC is acquiring the Series 2016 Bonds under the Program pursuant to which the State issues from time to time State Bonds to provide funds therefor. The Borrower covenants and agrees that, upon written request of the DNRC from time to time, the Borrower will promptly provide to the DNRC all information that the DNRC reasonably determines to be necessary or appropriate to offer and sell State Bonds or to provide continuing disclosure in respect of State Bonds, whether under Rule 15c2-12 (17 C.F.R. § 240.15c2-12) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, or otherwise. Such information shall include, among other things and if so requested, financial statements of the Borrower prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Montana law, as in effect from time to time (such financial statements to relate to a fiscal year or any period therein for which they are customarily prepared by the Borrower, and, if for a fiscal year and so requested by the DNRC, subject to an audit report and opinion of an accountant or government auditor, as permitted or required by the laws of the State). The Borrower will also provide, with any information so furnished to the DNRC, a certificate of the Mayor and the City Clerk of the Borrower to the effect that, to the best of their knowledge, such information does not include any untrue statement of a material fact or omit to state any material fact required to be stated therein to make the statements made, in light of the circumstances under which they are made, not misleading.

ARTICLE XIII

MISCELLANEOUS

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

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

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

Borrower: City of Miles City
17 South 8th Street
P. O. Box 910
Miles City, Montana 59301
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 13.2. Binding Effect. This Resolution shall inure to the benefit of and shall be binding upon the DNRC, the Borrower and their respective permitted successors and assigns.

Section 13.3. 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 13.4. Amendments. This Resolution may not be effectively amended without the written consent of the DNRC.

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

Section 13.6. 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 13.7. No Liability of Individual Officers, Directors, Trustees 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 Borrower, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer or member of the governing body or employee of the DNRC, the Trustee or the Borrower is hereby expressly waived and released by the Borrower and by the DNRC as a condition of and in consideration for the adoption of this Resolution and the making of the Loan.

Section 13.8. Payments Due on Holidays. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Resolution or the Series 2016 Bonds, shall not be a 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 Series 2016 Bonds.

Section 13.9. Right of Others to Perform Borrower's Covenants. In the event the Borrower shall fail to make any payment or perform any act required to be performed hereunder,

then and in each such case the DNRC or the provider of any Collateral Document may (but shall not be obligated to) remedy such default for the account of the Borrower and make advances for that purpose. No such performance or advance shall operate to release the Borrower from any such default and any sums so advanced by the DNRC or the provider of any Collateral Document shall be paid immediately to the party making such advance and shall bear interest at the rate of ten percent 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 2016 Project or the facility or facilities of which the 2016 Project is a part or any other facility which is a part of the System in order to effectuate the purposes of this Section.

Section 13.10. Authentication of Transcript. The officers of the Borrower are hereby authorized and directed to furnish to the DNRC and to Bond Counsel certified copies of all proceedings relating to the issuance of the Series 2016 Bonds and such other certificates and affidavits as may be required to show the right, power and authority of the Borrower to issue the Series 2016 Bonds, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the Borrower as to the truth of the statements of fact purported to be shown thereby.

Section 13.11. Repeals and Effective Date.

(a) Repeal. All provisions of other resolutions and other actions and proceedings of the Borrower 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.

Adopted by the City Council of the City of Miles City, Montana, on this 26th day of July, 2016.

Mayor

ATTEST:

City Clerk

APPENDIX A

DESCRIPTION OF THE PROJECT

The 2016 Project consists of designing, engineering, and constructing improvements to the City's wastewater treatment plant, and related improvements.

Estimated 2016 Project Budget

	Source: TSEP Grant \$500,000	Source: RRGL Grant \$100,000	Source: SRF- A Loan \$400,000 Forgiven	Source: SRF- B Loan 2.50% \$6,296,000	Total:
Professional Services	\$ 7,000			\$ 61,000	\$ 68,000
Legal Costs				50,000	50,000
Audit Fees				31,000	31,000
Travel & Training				5,000	5,000
Debt Service Reserve				201,375	201,375
Bond Counsel & Related costs				30,000	30,000
Engineering/Architectural Design	100,000	\$50,000		231,500	381,500
Construction Engineering Svcs	50,000			378,200	428,200
Construction - Equipment Package				1,716,219	1,716,219
Construction	343,00	50,000	\$400,000	3,167,000	3,960,000
Contingency				424,706	424,706
TOTAL PROJECT COSTS	\$ 500,000	\$100,000	\$400,000	\$6,296,000	\$7,296,000

APPENDIX B-1

[Form of the Series 2016A Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
CUSTER COUNTY

CITY OF MILES CITY

SUBORDINATE LIEN SEWER SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM),
TAXABLE SERIES 2016A

No. R-1

\$400,000

FOR VALUE RECEIVED, the City of Miles City, 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 out of available Surplus Net Revenues in the Replacement and Depreciation Account or the Surplus Account of its Sewer System Fund (the "Sewer System Fund"), the sum of the principal amounts entered on Schedule A attached hereto under "Total Amount Advanced," with interest on each such amount from the date such amount is advanced hereunder at the rate of two percent (2.00%) per annum on the unpaid balance until paid, together with an Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond from the date of each advance of principal, each at the rate of twenty-five hundredths of one percent (0.25%) per annum, all subject to the effect of the immediately following paragraph. Principal, interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Payment Date") commencing with the Payment Date that is the first to occur following delivery by the DNRC to the Borrower of a statement that the Borrower's obligation to repay the principal amount of the 2016A Loan is not forgiven and ending on July 1, 2036, all as described in the Resolution (as hereinafter defined), subject to earlier redemption. 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, of interest, of Administrative Expense Surcharge and of Loan Loss Reserve Surcharge shall be as set forth in Schedule B attached hereto. Upon each disbursement of the 2016A Loan, the DNRC shall enter (or cause to be entered) the principal amount advanced on Schedule A under "Advances" and the total amount advanced under the Resolution (as hereinafter defined), including such advance, 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, and the final Schedule B will reflect repayments under Section 5.1.4 of the Resolution. Schedule B shall be calculated and recalculated on a level debt service basis assuming an interest rate of two and one-half percent (2.50%) per annum. Past-due payments of principal and interest and Administrative Expense Surcharge and Loan Loss

Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the bond register, in lawful money of the United States of America.

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

This Bond is one of an issue of Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$400,000 (the "Series 2016A Bond"). The Series 2016A Bond is issued to finance costs of the construction of certain improvements to the sewer system of the Borrower (the "System"). The Series 2016A 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. 3519 duly enacted by the City Council of the Borrower on August 14, 2012 (the "Original Resolution"), as amended and supplemented by Resolution No. [] adopted on July 26, 2016 (the Original Resolution, as so amended and supplemented, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given to them in the Resolution. The Series 2016A Bond is issuable only as a single, fully registered bond. The Series 2016A Bond is issued as a Subordinate Obligation payable out of available Surplus Net Revenues in the Replacement and Depreciation Account or the Surplus Account in the Sewer System Fund. Simultaneously herewith, the Borrower is issuing its Sewer System Revenue Bond (DNRC

Water Pollution Control State Revolving Loan Program), Series 2016B (the "Series 2016B Bond") which is payable from the Revenue Bond Account in the Sewer System Fund on a parity with the Borrower's Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2012B (collectively, the "Outstanding Bonds"). Following the 2016B First Advance, the total amount of each advance will be split equally between the Series 2016A Bond and the Series 2016B Bond, until the entire amount of the Series 2016A Bond is advanced; provided that the initial advance shall include the 2016B First Advance. After the Series 2016A Bond is advanced in full, all advances will be from only the Series 2016B Bond.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2016A Bond has been issued, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2016A Bond.

The Borrower may prepay the principal of the Series 2016A Bond only if (i) a Determination Statement has been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2016A Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

This Series 2016A Bond, including interest and any premium, are payable solely from the Surplus Net Revenues available for the payment hereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this Series 2016A Bond is registered as the absolute owner hereof, whether this Series 2016A 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 2016A Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower has duly authorized and will forthwith construct and complete the improvements to the System hereinabove described; that it will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sewer System Fund into which the gross revenues of the System will be paid, and a separate and special Replacement and Depreciation Account and Surplus Account in that Sewer System Fund, into which will be paid, subject to the prior lien thereon of the Operating Account, the Revenue Bond Account and the Reserve Account, Surplus Net Revenues; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System, to produce in each fiscal year Net Revenues in excess of such current expenses, equal to at least 110% of the maximum amount of principal and interest payable from the Revenue Bond Account in any subsequent fiscal year and to produce in each fiscal year adequate Surplus Net

Revenues to pay the principal of and interest on the Series 2016A Bond as and when due; that additional Bonds and refunding Bonds may be issued and made payable from the Revenue Bond Account on a parity with the Outstanding Bonds and other parity Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Outstanding Bonds and additional parity Bonds on such Net Revenues and such obligations are payable only from Surplus Net Revenues (as is the case with this Series 2016A Bond); that all provisions for the security of the holder of this Series 2016A 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 2016A 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 2016A Bond and the premium, if any, and interest hereon are payable solely out of available Surplus Net Revenues in the Replacement and Depreciation Account or the Surplus Account of the Sewer System Fund and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2016A 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 Miles City, Montana, by its governing body, has caused this Bond to be executed by the signatures of the Mayor and the City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the 26th day of July, 2016.

Mayor

(SEAL)

City Clerk

REGISTRATION AND TRANSFER

The Bond shall be fully registered as to both principal and interest. No transfer of the 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 the Bond, and (2) the City Clerk, 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 the 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 outstanding principal balance of the Bond and the interest accruing thereon is registered on the books of City of Miles City, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

<u>Date of Registration</u>	<u>Name and Address of Registered Holder</u>	<u>Signature of City Clerk</u>
_____, 2016	<u>Department of Natural Resources and Conservation</u> <u>1625 Eleventh Avenue</u> <u>Helena, MT 59620</u>	_____

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

The City Clerk of the City of Miles City, 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 the Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

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

FORM OF ASSIGNMENT

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

By: _____
(Authorized Signature)

For: _____
(Holder)

SCHEDULE B

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
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APPENDIX B-2

[Form of the Series 2016B Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
CUSTER COUNTY

CITY OF MILES CITY

SEWER SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM),
SERIES 2016B

No. R-1

\$6,296,000

FOR VALUE RECEIVED, the City of Miles City, Montana (the "Borrower"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely 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 a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond, each at the rate of twenty-five hundredths of one percent (0.25%) per annum. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Loan Repayment Date") commencing on January 1, 2017 and concluding on July 1, 2036. Principal shall be payable on the dates set forth in Schedule B hereto. Each installment shall be in the amount set forth opposite its due date in Schedule B attached hereto under "Total Loan Payment." The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B hereto. Upon each disbursement of Loan amounts to the Borrower pursuant to the Resolution described below, the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under "Advances" and the total amount advanced under the Resolution (as hereinafter defined), including such disbursement, under "Total Amount Advanced." The DNRC shall prepare Schedule B and any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the Resolution, and the final Schedule B will reflect repayments under Section 5.1.4 of the Resolution. Schedule B shall be calculated and recalculated on a level debt service basis assuming an interest rate of 2.50% per annum. Past-due payments of principal and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments

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

This Bond is one of an issue of Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$6,296,000 (the "Series 2016B Bond"). The Series 2016B Bond is issued to finance a portion of costs of the construction of certain improvements to the sewer system of the Borrower (the "System"), to fund a deposit to the Reserve Account and to pay costs of issuance of the Series 2016 Bonds. The Series 2016B 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. 3519 duly enacted by the City Council of the Borrower on August 14, 2012 (the "Original Resolution"), as amended and supplemented by Resolution No. [] adopted on July 26, 2016 (the Original Resolution, as so amended and supplemented, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given to them in the Resolution. The Series 2016B Bond is issuable only as a single, fully registered bond. The Series 2016B Bond is issued on a parity with the Borrower's Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2012B (the "Series 2012B Bond"). Simultaneously herewith, the Borrower is issuing its Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2016A (the "Series 2016A Bond"). The 2016B First Advance has been advanced at Closing. Following the 2016B First Advance, the total amount of each advance will be split equally between the Series 2016A Bond and the Series 2016B Bond, until the entire amount of the Series 2016A Bond is advanced; provided that the initial advance shall include the 2016B First Advance. After the Series 2016A Bond is advanced in full, all advances will be from only the Series 2016B Bond.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2016B 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 2012B Bond, Series 2016B Bond and any other parity 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 2016B Bond.

The Borrower may prepay the principal of the Series 2016B Bond only if (i) a Determination Statement has been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2016B Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The Series 2016B Bond, including interest and any premium, are payable solely from the Net Revenues pledged for the payment hereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this Series 2016B Bond is registered as the absolute owner hereof, whether this Series 2016B 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 2016B Bond may be transferred as hereinafter provided.

This Series 2016B Bond has been designated by the Borrower as a “qualified tax-exempt obligation” pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower has duly authorized and will forthwith construct and complete the improvements to the System hereinabove described, that it will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sewer System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in that Sewer System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues then on hand, an amount equal to not less than the sum of one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to all Bonds payable semi-annually 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 establish and maintain a reserve therein equal to, as of the date of calculation, the Reserve Requirement; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Series 2012B Bond, the Series 2016B Bond and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce in each fiscal year Net Revenues in excess of such current expenses, equal to at least 110% of the maximum amount of principal and interest payable from the Revenue Bond Account in any subsequent fiscal year; that additional Bonds and refunding Bonds may be issued and made payable from the Revenue Bond Account on a parity with the Series 2012B Bond, the Series 2016B Bond and other parity Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Series 2012B Bond, the Series 2016B Bond and additional parity Bonds on such Net Revenues and such obligations are payable only from Surplus Net Revenues (as is the case with the Series 2016A Bond); that all provisions for the security of the holder of this Series 2016B 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 2016B 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 2016B 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 or statutory limitation or provision and the issuance of the Series 2016B 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 Miles City, Montana, by its governing body, has caused this Bond to be executed by the signatures of the Mayor and the City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the 26th day of July, 2016.

(SEAL)

Mayor

City Clerk

REGISTRATION AND TRANSFER

The Bond shall be fully registered as to both principal and interest. No transfer of the 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 the Bond, and (2) the City Clerk 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 the 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 outstanding principal balance of the Bond and the interest accruing thereon is registered on the books of City of Miles City, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

<u>Date of Registration</u>	<u>Name and Address of Registered Holder</u>	<u>Signature of City Clerk</u>
[____], 2016	<u>Department of Natural Resources and Conservation</u> <u>1625 Eleventh Avenue</u> <u>Helena, MT 59620</u>	_____

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

The City Clerk of the City of Miles City, 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 the Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

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

FORM OF ASSIGNMENT

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

By: _____
(Authorized Signature)

For: _____
(Holder)

SCHEDULE B

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

ADDITIONAL AGREEMENTS, REPRESENTATIONS AND COVENANTS

NONE

APPENDIX D

\$6,696,000
Sewer System Revenue Bonds
(DNRC Water Pollution Control State Revolving Loan Program),
Consisting of \$400,000 Subordinate Lien, Taxable Series 2016A Bond, and
\$6,296,000 Series 2016B Bond
City of Miles City, Montana

COMPLIANCE CERTIFICATE AND REQUEST

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

1. Pursuant to Resolution No. 3519 of the Borrower adopted on August 14, 2012 (the "Original Resolution"), as amended and supplemented by Resolution No. [] adopted on July 26, 2016, entitled "Resolution Relating to \$6,696,000 Sewer System Revenue Bonds (DNRC Water Pollution Control State Revolving Loan Program), Consisting of \$400,000 Subordinate Lien, Taxable Series 2016A Bond and \$6,296,000 Series 2016B Bond; Authorizing the Issuance and Fixing the Terms and Conditions Thereof" (the "Supplemental Resolution"), the Borrower issued its Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2016A, dated, as originally issued, as of [], 2016, in the maximum aggregate principal amount of \$400,000 (the "Series 2016A Bond") and its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2016B, dated, as originally issued, as of [], 2016, in the maximum aggregate principal amount of \$6,296,000 (the "Series 2016B Bond"). The Borrower has reviewed the Supplemental Resolution, including, without limitation, Articles II and III thereof, and the definitions relating thereto. The Borrower acknowledges and agrees that the Series 2016A Bond evidences a loan made to the Borrower from the DNRC from funds made available to the DNRC from the EPA Capitalization Grant, and that this Certificate is being relied upon by the DNRC for ensuring compliance with requirements applicable to the Borrower, the DNRC, and the 2016 Project (as hereinafter defined). Capitalized terms used herein without definition shall have the meanings given them in the Original Resolution or the Supplemental Resolution.

2. The Series 2016A Bond is issued to finance costs of construction and installation of various improvements to the System, generally described as the 2016 Project (the "2016 Project") in the Supplemental Resolution and to pay costs of issuing the Series 2016 Bonds. Construction of the 2016 Project has complied with all federal and state standards, including, without limitation, EPA regulations and standards. The 2016 Project is expected to be completed and placed in service on or about _____, 20__.

3. Costs of the 2016 Project in the amount of \$ _____ have been paid as of the date of delivery of this Certificate. The Borrower hereby waives its right to any remaining 2016A Committed Amount not advanced or to be advanced upon delivery hereof. The Borrower

specifically confirms and agrees that any remaining amounts of the 2016 Loans to be lent to the Borrower, if any, shall be evidenced by the Series 2016B Bond.

4. As of the date hereof, the Borrower has spent the following amounts in connection with the 2016 Project and costs related thereto:

Professional Services	
Legal Costs	
Audit Fees	
Travel & Training	
Debt Service Reserve	
Bond Counsel & Related costs	
Engineering/Architectural Design	
Construction Engineering Services	
Construction – Equipment Package	
Construction	
Contingency	
TOTAL COSTS	

Of such amounts, \$ _____ were paid from advances of proceeds of the Series 2016A Bond.

5. The Trustee has delivered to the Borrower a copy of Schedule B to be attached to the Series 2016A Bond, which reflects the amortization of all advances made or to be made on the date hereof of proceeds of the Series 2016A Bond (i.e., \$ _____). The Borrower hereby acknowledges and agrees that Schedule B has been calculated in accordance with the provisions of the Resolution and the Indenture, and that the Series 2016A Bond, with said Schedule B attached thereto, has been duly issued pursuant to the Resolution and is a valid and binding obligation of the Borrower in accordance with its terms and the terms of the Resolution; provided, however, if the DNRC delivers a Forgiveness Statement, the Borrower's obligation to repay the principal of the Series 2016A Bond and interest and surcharges thereon is thereupon forgiven, and if the DNRC delivers a Noncompliance Certificate, amounts advanced under the 2016A Loan evidenced by the Series 2016A Bond shall bear interest from and after the first advance of principal of the Series 2016A Bond at the rate of two percent (2.00%) per annum and the Borrower shall pay currently with interest the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge, all as described in Sections 5.1.2 of the Supplemental Resolution authorizing the Series 2016A Bond.

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

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

8. The Borrower is delivering this Certificate to the DNRC, in part, to ensure compliance with EPA regulations and standards. The Borrower certifies that all laborers and

mechanics employed by contractors and subcontractors on the 2016 Project have been and will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code, and that the iron and steel products used in the 2016 Project comply with the "American Iron and Steel" requirements of Section 436 of the Consolidated Appropriations Act of 2016 (P.L. 113-76), as those requirements are further interpreted by applicable EPA guidance.

9. The Borrower acknowledges and agrees that this Certificate completed by the Borrower in form satisfactory to the DNRC must be executed and delivered to the DNRC by the date that is 30 days after receipt of the form of this Certificate from the DNRC. By submitting this Certificate, the Borrower requests that the DNRC forgive the obligation of the Borrower to repay the principal of the Series 2016A Bond, together with interest and surcharges thereon. The Borrower acknowledges and agrees that (i) the forgiveness of principal of and interest and surcharges on the Series 2016A Bond by the DNRC is contingent on the timely delivery of this Certificate by the Borrower in satisfactory form as determined in the DNRC's sole and complete discretion, (ii) the DNRC has no obligation to grant such forgiveness; and (iii) if the DNRC delivers to the Borrower a Noncompliance Certificate (a) the obligation of the Borrower to repay the principal of the Series 2016A Bond plus interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge thereon shall continue in full force and effect until the principal of the Series 2016A Bond advanced and interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge thereon are paid in full, as set forth in Schedule B delivered pursuant to paragraph 5 above, and as provided in the Series 2016A Bond and the Supplemental Resolution, and (b) the Borrower shall, as necessary, within the 3-month period specified in the Resolution, adjust its rates and charges to produce Net Revenues and Surplus Net Revenues required by the rate covenant in the Supplemental Resolution.

WITNESS our hands on behalf of the Borrower as of this _____ day of _____,
20__.

CITY OF MILES CITY, MONTANA

By _____
Mayor

By _____
City Clerk

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Miles City, Montana (the "City"), hereby certify that the attached resolution is a true copy of a resolution entitled: "RESOLUTION RELATING TO \$6,696,000 SEWER SYSTEM REVENUE BONDS (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), CONSISTING OF \$400,000 SUBORDINATE LIEN TAXABLE SERIES 2016A BOND AND \$6,296,000 SERIES 2016B BOND; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at its regular meeting on July 26, 2016, 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 26th day of July, 2016.

City Clerk

RESOLUTION NO. 3946

CITY OF MILES CITY, MONTANA

AUTHORIZING THE AMENDMENT OF THE REGULATORY AGREEMENT AND THE TERMINATION OF A LEASE AGREEMENT AND TRANSFERRING FEE TITLE TO A MULTIFAMILY HOUSING PROJECT OWNED BY BIRCHWOOD PROPERTIES LIMITED PARTNERSHIP

WHEREAS, the City of Miles City, Montana (the "City") has previously issued its Multifamily Housing Revenue Bonds (Birchwood Properties Limited Partnership Project), Series 1999 (the "1999 Bonds"), in the original aggregate principal amount of \$1,655,000 as authorized by Title 90, Chapter 5, Part I, Montana Code Annotated (the "Act"); and

WHEREAS, the City issued the 1999 Bonds pursuant to that certain Indenture of Trust, dated as of May 1, 1999 (the "1999 Indenture"), between the City and U.S. Bank National Association (formerly known as U.S. Bank Trust National Association), as trustee (the "Prior Trustee"); and

WHEREAS, the City loaned the proceeds of the 1999 Bonds to Birchwood Properties Limited Partnership, a North Dakota limited partnership (the "Company") pursuant to a Loan Agreement, dated as of May 1, 1999 (the "1999 Loan Agreement"), between the City and the Company, to (i) finance the acquisition and rehabilitation of a 32-unit multifamily rental project located within the City and known as Custer Villa Apartments (the "Project"), (ii) fund a debt service reserve fund for the 1999 Bonds, and (iii) pay costs of issuance of the 1999 Bonds; and

WHEREAS, the 1999 Bonds are conduit revenue bonds of the City and as such are special, limited obligations and not a general or moral obligation of the City and the full, faith and credit of the City are not pledged under the 1999 Indenture to the payment of the 1999 Bonds; and

WHEREAS, the payment of the principal and interest of the 1999 Bonds is solely an obligation of the Company and the City does not have any payment obligation whatsoever with respect to the 1999 Bonds; and

WHEREAS, the Borrower's operation of the Project is subject to certain income and occupancy restrictions as set forth in that certain Regulatory Agreement (and Declaration of Restrictive Covenants), dated as of May 1, 1999 (the "Original Regulatory Agreement"), between the City, the Prior Trustee and the Company; and

WHEREAS, in connection with the issuance of the 1999 Bonds, the City and the Company also entered into a Lease Agreement, dated as of May 1, 1999 (the "Birchwood Lease"), whereby fee title ownership in the land and Project were technically transferred to the City and subleased back to the Company until the 1999 Bonds are paid in full; and

WHEREAS, the Company has represented to the City that is owner of the Project for federal income tax purposes; and

WHEREAS, the Birchwood Lease contains provisions under for the transfer (option to purchase for a nominal amount) of the fee title ownership of the land and the Project back to the Company upon repayment of the 1999 Bonds; and

WHEREAS, the Company has requested that the Public Finance Authority (the "Authority"), a body corporate and politic of the State of Wisconsin, issue its Variable Rate Demand Multifamily Housing Revenue Refunding Bonds (Birchwood Properties Limited Partnership Project), Series 2016 (the "2016 Bonds"), in the original aggregate principal amount of \$4,260,000, in order to, along with funds of the Borrower, (i) refinance the 1999 Bonds and (ii) refinance certain conduit revenue bonds previously issued by Richland County, North Dakota (the "1999 Richland Bonds") for 14 affordable multifamily housing projects that the Company owns and operates in four counties in western North Dakota ; and

WHEREAS, the Company is refinancing the 1999 Bonds and the 1999 Richland Bonds into the 2016 Bonds in order to streamline the Company's obligations and consolidate its debt; and

WHEREAS, Barnes & Thornburg LLP, as bond counsel for the 2016 Bonds, has represented that the income and occupancy restrictions for the Project will be the same even though the 1999 Bonds are being refinanced with proceeds of the 2016 Bonds; and

WHEREAS, in order for the Authority to issue the 2016 Bonds, certain technical revisions need to be made to the provisions of the Original Regulatory Agreement; and

WHEREAS, the First Amendment to Regulatory Agreement, dated as of July 1, 2016 (the "First Amendment" and together with the Original Regulatory Agreement, the "Regulatory Agreement"), between the Authority, the Company, U.S. Bank National Association, as trustee of the 2016 Bonds, and consented to by the City contains the technical amendments to the Original Regulatory Agreement required in connection with the issuance of the 2016 Bonds; and

WHEREAS, pursuant to the provisions of Section 10 of the Original Regulatory Agreement, the City is required to consent in writing to any amendment to the Original Regulatory Agreement.

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

1. The First Amendment to Regulatory Agreement is hereby approved in substantially the form on file with the City, and the Mayor and City Clerk are hereby authorized to execute and deliver the First Amendment to Regulatory Agreement on behalf of the City, subject to such modifications as are deemed appropriate and approved by the City Attorney. All of the provisions of the First Amendment to Regulatory Agreement, when executed as authorized herein, shall be deemed to be a part of the Original Regulatory Agreement as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. In the event that either the Mayor or the City Clerk is unable to sign or deliver the First Amendment to Regulatory Agreement, any other authorized officer or official of the City may execute and deliver the document in the place of the Mayor or the City Clerk.

2. Mayor, the City Clerk, and the City Attorney are authorized to take all necessary action to terminate the Birchwood Lease upon the repayment of the 1999 Bonds by the Company. The Mayor, the City Clerk, and the City Attorney are authorized to execute and deliver any necessary documents in connection with the termination of the Birchwood Lease, including, but not limited to lease terminations, warranty deeds, and other required real estate transfer documents. In the event that either the Mayor or the City Clerk is unable to sign or deliver the First Amendment to Regulatory Agreement, any other authorized officer or official of the City may execute and deliver the document in the place of the Mayor or the City Clerk.

3. The Company shall pay any reasonable costs incurred by the City in connection with the City's execution of the First Amendment to Regulatory Agreement and the termination of the Birchwood Lease and the transfer of the fee title interest of the Project back to the Company.

4. This resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the City of Miles City, Montana, this 26th day of July, 2016.

Mayor

Attest:

City Clerk

(SEAL)

70501-1 (BWJ)
4098959v.2

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting Mayor of the City of Miles City, Montana (the "City"), hereby certifies that the attached resolution is a true copy of a Resolution entitled: "AUTHORIZING THE AMENDMENT OF THE REGULATORY AGREEMENT AND THE TERMINATION OF A LEASE AGREEMENT AND TRANSFERRING FEE TITLE TO A MULTIFAMILY HOUSING PROJECT OWNED BY BIRCHWOOD PROPERTIES LIMITED PARTNERSHIP" (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 July 26, 2016 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 members of the City Council voted in favor thereof:

voted against the same:

abstained from voting thereon:

or were absent:

WITNESS my hand and seal officially this 26th day of July, 2016.

Mayor

(SEAL)

Fourth Draft
Wednesday, July 20, 2016

**FIRST AMENDMENT TO
REGULATORY AGREEMENT
(Miles City)**

Between

**PUBLIC FINANCE AUTHORITY,
as Issuer**

and

**BIRCHWOOD PROPERTIES LIMITED PARTNERSHIP,
as Borrower**

and

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

and consented to by the

CITY OF MILES CITY, MONTANA

Dated as of July 1, 2016

**\$4,260,000
Public Finance Authority
Variable Rate Demand Multifamily Housing Revenue
Refunding Bonds
(Birchwood Properties Limited Partnership Project)
Series 2016**

This instrument was drafted by:

Barnes & Thornburg LLP (BWJ)
225 South Sixth Street, Suite 2800
Minneapolis, Minnesota 55402

FIRST AMENDMENT TO REGULATORY AGREEMENT

THIS FIRST AMENDMENT TO REGULATORY AGREEMENT is dated as of July 1, 2016 (the "First Amendment to Regulatory Agreement"), between the PUBLIC FINANCE AUTHORITY, a body corporate and politic of the State of Wisconsin created pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304, as amended, of the Wisconsin Statutes (together with its successors and assigns, the "Issuer"), BIRCHWOOD PROPERTIES LIMITED PARTNERSHIP, a North Dakota limited partnership ("Company"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association (successor to U.S. Bank Trust National Association) (the "Trustee"), and amends the Regulatory Agreement (and Declaration of Restrictive Covenants), dated as of May 1, 1999 (the "Original Regulatory Agreement"), between the City of Miles City, Montana ("Miles City") and the Trustee, and recorded in the Official Records of Custer County, Montana as Document No. 111472, on May 14, 1999. As required by the Original Regulatory Agreement, Miles City is consenting to this First Amendment to Regulatory Agreement.

WHEREAS, Miles City and the Trustee previously entered into the Original Regulatory Agreement, relating to the property legally described in EXHIBIT A attached hereto (the "Land"); and

WHEREAS, Miles City previously issued its Multifamily Housing Revenue Bonds (Birchwood Properties Limited Partnership Project), Series 1999 (the "Prior Bonds"), in the original aggregate principal amount of \$1,655,000, the proceeds of which were loaned to the Company to finance a portion of the costs of the acquisition and rehabilitation of a 32-unit multifamily housing facility known as Custer Villa Apartments located in Miles City, Montana;

WHEREAS, the Issuer is issuing its Variable Rate Demand Multifamily Housing Revenue Refunding Bonds (Birchwood Properties Limited Partnership Project), Series 2016 (the "Bonds"), in the original aggregate principal amount of \$4,260,000, pursuant to an Indenture of Trust, dated as of July 1, 2016 (the "Indenture"), between the Issuer and the Trustee;

WHEREAS, a portion of the proceeds of the Bonds will be used to current refund the Prior Bonds; and

WHEREAS, the Issuer, Miles City, the Company and the Trustee have determined to amend the Original Regulatory Agreement to incorporate the terms of the Bonds;

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

Section 1. Amendment to Definitions in Original Regulatory Agreement.

(a) The following defined terms are hereby amended as follows:

"Act" means Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended.

"Agreement" means the Original Regulatory Agreement, as amended by the First Amendment to Regulatory Agreement.

"Bonds" means the Issuer's Variable Rate Demand Multifamily Housing Revenue Refunding Bonds (Birchwood Properties Limited Partnership Project), Series 2016, in the original aggregate principal amount of \$4,260,000.

"*Indenture*" means the Indenture of Trust, dated as of July 1, 2016, between the Issuer and the Trustee, pursuant to which the Bonds were issued.

"*Issuer*" means the Public Finance Authority, its successor and assigns.

(b) The following definitions are hereby added to the Original Regulatory Agreement:

"*First Amendment to Regulatory Agreement*" means the First Amendment to Regulatory Agreement, dated as of July 1, 2016, between the Issuer, the Company and the Trustee.

"*Miles City*" means the City of Miles City, Montana, the issuer of the Prior Bonds.

"*Loan Agreement*" means the Loan Agreement, dated as of July 1, 2016, between the Issuer and the Borrower.

"*Original Regulatory Agreement*" means the Regulatory Agreement, dated as of May 1, 1999, between Miles City, the Company and the Trustee.

"*Prior Bonds*" means the City of Miles City, Montana Multifamily Housing Revenue Bonds (Birchwood Properties Limited Partnership), Series 1999, issued in the original aggregate principal amount of \$1,655,000.

Section 2. Subordination Agreement. The following paragraph is added to the Original Regulatory Agreement as Section 21:

SECTION 21. SUBORDINATION AGREEMENT. This Agreement and the restrictions hereunder are subordinate to the Assignment of Rents and Leases, dated as of July 1, 2016 (the "Assignment"), from the Company to the Trustee. In the event of foreclosure or transfer of title by deed in lieu of foreclosure, this Agreement and the restrictions hereunder will automatically terminate, as more fully set forth in the provisions of Section 10 hereof. Notwithstanding any other provisions herein, enforcement of these restrictions shall not result in any claim against the mortgaged property, the mortgage proceeds or any reserve or deposit made under the Indenture.

Section 2A. Provisions Respecting the State Board of Housing. Notwithstanding the provisions of the Original Regulatory Agreement, the State Board of Housing shall have no right, power or authority to enforce any obligation or undertaking by the Issuer in this Agreement. For avoidance of doubt, the indemnification provisions in Section 7A of the Loan Agreement shall extend to and include any audit, investigation, inquiry or claim by the State Board of Housing involving the Issuer or any Authority Indemnified Person.

Section 3. Amendment to Notices. Section 18 of the Original Regulatory Agreement is hereby amended as follows:

To the Issuer: Public Finance Authority
 22 East Mifflin Street, Suite 900
 Madison, WI 53703
 Attn: Scott Carper and Michael LaPierre

To the Trustee: U.S. Bank National Association
 60 Livingston Avenue, 3rd Floor
 EP-MN-WS3C

St. Paul, MN 55107-2292
Attn: Corporate Trust Services

Section 4. Amendment to Original Regulatory Agreement. The amendments to the Original Regulatory Agreement provided in this First Amendment to Regulatory Agreement are hereby incorporated therein by reference and made a part thereof.

Section 5. Effective Date. This First Amendment to Regulatory Agreement shall be effective as of July 28, 2016.

Section 6. Confirmation of Agreement. Except as specifically amended by this First Amendment to Regulatory Agreement, the Original Regulatory Agreement is hereby ratified and confirmed, and remains in full force and effect.

Section 7. Severability. If any provision of this First Amendment to Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 8. Counterparts. This First Amendment to Regulatory Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana *provided*, that with respect to the existence, corporate powers, legal capacity, rights (including, without limitation, rights to indemnification and exculpation from liability), privileges, powers, obligations and liabilities of the Issuer and the Authority Indemnified Persons (as defined in the Loan Agreement), this Agreement shall be governed by the laws of the State, excluding conflicts of law principles. The jurisdiction and venue provisions in Section 10.15 of the Loan Agreement and Section 14.12 of the Indenture are incorporated herein by this reference and made applicable hereto.

Section 10. Additional Provisions. Notwithstanding any provision of the Original Regulatory Agreement or this First Amendment to Regulatory Agreement to the contrary:

(a) The Authority shall be under no obligation whatsoever to enforce, monitor or verify compliance by the Borrower or the Trustee with any provision of this Agreement or any applicable provision of the Code, or to request or obtain any information from the Borrower, any tenant or any other person in respect hereof or thereof or to act or refrain from acting upon any information it may obtain.

(b) It is expressly understood and agreed between the Borrower and the Issuer (on its own behalf and on behalf of the Authority Indemnified Persons (as defined in the Loan Agreement)) that this Agreement is a document referred to in Section 7.4A(a) of the Loan Agreement and that the indemnification of the Issuer and the Authority Indemnified Persons provided for in Section 7.4A of the Loan Agreement shall apply to this Agreement as if fully set forth herein and shall supersede any indemnification provisions of this Agreement; AND THE BORROWER FURTHER ACKNOWLEDGES THAT SAID SECTION 7.4A PROVIDES THAT THE BORROWER SHALL INDEMNIFY THE ISSUER AND THE AUTHORITY INDEMNIFIED PERSONS AGAINST ITS OR THEIR OWN NEGLIGENCE OF ANY KIND OR DEGREE.

(c) None of the Issuer or any Authority Indemnified Person (as defined in the Loan Agreement) shall be liable for any costs, expenses, losses, damages, claims or actions of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Agreement except only to the extent amounts are received for the payment thereof from the Borrower under the Loan Agreement.

(d) Performance by the Issuer of its covenants and obligations herein is subject to the provisions of Section 10.8 of the Loan Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Regulatory Agreement as of the date first above written.

PUBLIC FINANCE AUTHORITY

By: _____
Name: _____
Title: Assistant Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

This document was acknowledged before me by _____, the Assistant Secretary of the Public Finance Authority, on this _____ day of July, 2016, on behalf of the Authority.

(Notarial Seal)

Notary Public
My Commission expires: _____

**BIRCHWOOD PROPERTIES LIMITED
PARTNERSHIP,**

a North Dakota limited partnership

By: Breezy Shores, LLC, a North Dakota limited
liability company

Its: General Partner

By: _____

Name: David B. Juran

Title: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of July, 2016, by David B. Juran, being the Chief Manager of Breezy Shores, LLC, the General Partner of Birchwood Properties Limited Partnership, a North Dakota limited partnership, on behalf of the partnership.

Notary Public

(SEAL)

(Signature page to First Amendment to Regulatory Agreement)

U.S. BANK NATIONAL ASSOCIATION

By: _____
Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of July, 2016, by Dan Sheff, being the Vice President of U.S. Bank National Association, a national banking association, on behalf of said national banking association.

Notary Public

(SEAL)

(Signature page to First Amendment to Regulatory Agreement)

Consented to by:

CITY OF MILES CITY, MONTANA

By: _____
Its: Mayor

Attest:

City Clerk

STATE OF MONTANA)
) ss.
COUNTY OF CUSTER)

The foregoing instrument was acknowledged before me this ____ day of July, 2016, by John Hollowell, the Mayor of Miles City, Montana, on behalf of the City.

Notary Public

(SEAL)

STATE OF MONTANA)
) ss.
COUNTY OF CUSTER)

The foregoing instrument was acknowledged before me this ____ day of July, 2016, by Lorrie Pearce, the City Clerk of Miles City, Montana, on behalf of the City.

Notary Public

(SEAL)

(Signature page to First Amendment to Regulatory Agreement)

**EXHIBIT A
TO
FIRST AMENDMENT TO REGULATORY AGREEMENT

LEGAL DESCRIPTION OF REAL ESTATE**

That real property lying and being in the City of Miles City, County of Custer, Montana, and described as follows, to-wit:

Lots 1, 2, 3 and 4 in Block 4 of Southgate Meadows, an addition to the City of Miles City, Custer County, Montana, according to the AMENDED plat and survey of said Southgate Meadows, filed for record as Document No. 61997 in Envelope No. 197A of the Plat Cabinet in the office of the County Clerk and Recorder in and for Custer County, Montana.

70501-1 (BWJ)
4087807v.4

RESOLUTION NO. 3947

A RESOLUTION APPROVING AN AGREEMENT TO FURNISH ENGINEERING SERVICES BETWEEN THE CITY OF MILES CITY AND ROBERT PECCIA & ASSOCIATES, INC., FOR WASTEWATER TREATMENT FACILITY UPGRADES, TASK ORDER NUMBER FIVE.

WHEREAS, the City of Miles City and Robert Peccia & Associates, Inc., desire to enter into an Agreement to Furnish Engineering Services for Wastewater Engineering Services for procurement and general phase 2 construction pertaining to improvements to the City's Wastewater Treatment Facility, generally described as Task Order Number Five;

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. "The Agreement to Furnish Engineering Services to Miles City, Montana for Wastewater Engineering Services – Task Order Number Five," attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by the Council;

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and to bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 26th DAY OF JULY, 2016.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT A

**AGREEMENT TO FURNISH ENGINEERING SERVICES
to
MILES CITY, MONTANA
for
WASTEWATER ENGINEERING SERVICES**

**TASK ORDER NUMBER FIVE
PREPARE EQUIPMENT PROCUREMENT DOCUMENTS and BID PHASE SERVICES
FOR EQUIPMENT PROCUREMENT AND GENERAL PHASE 2 CONSTRUCTION**

This Task Order provides for professional engineering services to be performed by ROBERT PECCIA & ASSOCIATES, INC. (hereinafter the Engineer), for MILES CITY, MONTANA (hereinafter the Owner), in accordance with Article 1 of the Agreement to Furnish Engineering Services to MILES CITY, dated April 6, 2006 (hereinafter the Agreement). This Task Order represents an authorization to proceed with the scope of services, schedule, and compensation described herein. This Task Order, when executed by both parties, shall become a supplement to and part of the basic Agreement.

ARTICLE 1. SCOPE OF SERVICES

The Engineer agrees to furnish engineering services associated with the Phase 2 Improvements at the City's Wastewater Treatment Facility. This Phase 2 Project generally includes sludge digestion, sludge dewatering, ultraviolet disinfection, septage unloading station, and new entrance gate, hereinafter referred to as the Project. Services include preparation of contract documents for equipment to be procured directly by the Owner for installation by the general contractor, bid phase services for equipment procurement, and bid phase services for general construction. Anticipated staff-hour estimates for these activities are shown on the accompanying Schedule of Estimated Engineering Costs. Changes in the indicated scope of services shall be subject to renegotiation and implementation through a subsequent Task Order. The following items are to be completed as part of this Task Order.

1. Prepare Bidding and Contract Documents for equipment procurement by the Owner. This document shall include equipment requirements and specifications for (4) separate equipment schedules. Schedule One: Aerobic Digestion and Sludge Thickening Equipment; Schedule Two: Sludge Dewatering Equipment; Schedule Three: Aerobic Digestion and Membrane Blowers; Schedule Four: Ultraviolet Disinfection Equipment. Contract documents will prepare contract documents and specifications for procurement of this equipment, delivery requirements, and start-up services.
2. Advertise For Bids (separate advertisements for Equipment Procurement and General Construction). Engineer will coordinate the advertisement for bids in at least two different newspapers. One of the newspapers will be the local newspaper (Star) and the other will be a "major publication" such as in Billings, Great Falls, or Helena. The Owner will be responsible for the cost of publishing the legal advertisements.

3. Prepare Final Documents and Plans for Electronic Bidding (separate for Equipment Procurement and General Construction). Final documents will be formatted for electronic bidding and placed on RPA's web site for bidders to download.
4. Pre-Bid Conference (General Construction Only). The Engineer shall schedule and conduct a Pre-Bid Conference in Miles City. The intent of this conference is to make the Contractors fully aware of the project requirements and give the bidders an opportunity to see the site and ask questions. The Engineer make a record of the major items discussed at the meeting for inclusion in an Addenda.
5. Track and Distribute Plans (Planholders List separate for Equipment Procurement and General Construction). The Engineer will distribute plans and specifications to those bidders and suppliers who request them. The Engineer will maintain a record of the plans and specifications and to whom they have been sent.
6. Answer Bidders Questions and Prepare / Distribute Addenda (Separate for Equipment Procurement and General Construction). RPA will answer questions that bidders may have when reviewing the Contract Documents. It is typical for RPA to get a large number of phone calls when a project of this nature is in the bid phase. On some projects it becomes necessary to send out a written addenda to the plans and/or specifications. The addenda serves to make clarifications or changes in the *Contract Documents* prior to the bid opening. All written addenda issued will become part of the *Contract Documents* and all bidders shall be bound by such addenda, therefore a copy of the addenda shall be sent to all planholders on our list. The issuance of any addenda is the responsibility of the Engineer.
7. The Engineer will review all bids (including 4 separate schedules for Equipment Procurement and for General Construction) received for bid irregularities. Items to be reviewed include the Bid Bond, math errors in the bid, acknowledgment of receipt of any and all addenda, Contractor's registration number and proper completion of all bid document forms. If irregularities are discovered in the low bidder's package, the Engineer shall bring it to the attention of the Owner and encourage further consultation with Owner's attorney.
8. Bid Tabulations (prepared separately for Equipment Procurement and General Construction). The Engineer will prepare and distribute the bid tabulations to all planholders. The Engineer is responsible for transferring the unit bid prices and total bid prices shown in the Contractor's bid onto a *Bid Tabulation Sheet*. Any math errors in the Contractor's bid will be noted on the bid tabulations and the correct figure shown.
9. Award Recommendation (prepared separately for Equipment Procurement and General Construction). Engineer shall write a *Recommendation of Award* letter to the Owner. The *Recommendation of Award* letter shall be based on the lowest responsive bid, the absence of any bid irregularities (or in accordance with an Attorney's opinion in the case of bid irregularities), and the ability of the Contractor to perform the work. If the

Contractor's qualifications are not known, a Pre-Award Conference may be required prior to the *Recommendation of Award*.

10. Notice of Award. Once a Contractor has been approved by the Owner, the Engineer shall prepare a *Notice of Award* for the Owner and Contractor to sign.
11. Coordination and Negotiation for Sludge Dewatering Contract. During the course of bidding, the low bidder for the Schedule 2 Equipment Procurement was not able or willing to provide a bond for the contract amount as required in the contract documents. This Task also includes the additional time spent researching alternatives, modifying construction documents, and coordinating with the Owner and bidder to resolve this issue and execute an Agreement for procurement, delivery, and start-up of the sludge dewatering equipment.

ARTICLE 2. SCHEDULING

It is anticipated that those services listed above under Article 1, Scope of Services, are to be completed by July 15, 2016.

ARTICLE 3. COMPENSATION

A. BUDGET

The budget for those services described under Article 1, **Scope of Services**, shall be a cost plus fixed fee not to exceed a total amount of \$38,500.00, without prior authorization. The fixed fee shall be \$4,781.66. The Engineers current wage rates, and actual direct out-of-pocket job costs shall be used to determine the costs. An estimate of these costs are shown on the attached Schedule of Estimated Costs.

DATED this 6th day of July, 2016.

MILES CITY MONTANA

By: _____

John Hollowell, Mayor

ROBERT PECCIA & ASSOCIATES, INC.

By:  _____

Keith Jensen, P.E., President

Exhibit A
Schedule of Estimated Engineering Costs
Robert Peccia & Associates, Inc.
Task Order 5 - Prepare Equipment Procurement Documents and Bid Phase Services for Equipment Procurement and General Phase 2 Construction

Work Item	Project Manager	Project Engineer	CADD Manager	Administrative Assistant	Total Hours
<u>EQUIPMENT BID PACKAGE</u>	\$50.46	\$35.32	\$32.19	\$22.34	
Prepare Equipment Bid Package	34	60			94
Coordinate Advertisement and Information on RPA Web Site	1		4	2	7
Answer Bidders Questions and Issue Addenda	8	4			12
Track Planholders and Distribute Plans				4	4
Evaluate Bids and Make Recommendation to Owner (4) Bids	12	4			16
Prepare and Distribute Bid Tabs	2	4		2	8
Prepare Award and Agreements (4 Contracts)		8			8
Resolve Issues and Contract Mods for PW Tech (bonding issue)	12	4			16
<u>PHASE 2 CONSTRUCTION - BID PHASE</u>					
Coordinate Advertisement and Information on RPA Web Site	2		4	4	10
Track Planholders and Distribute Plans				4	4
Attend Pre-Bid Meeting	12				12
Answer Bidders Questions and Issue Addenda	40	8			48
Evaluate Bids and Make Recommendation to Owner	16				16
Compile Information as Necessary to Obtain Agency Award Concurrence	6				6
Prepare and Distribute Bid Tabs	4	4		2	10
Project Management	6				6
Total Hours	155	96	8	18	277
Labor Cost Per Employee	\$ 7,821.30	\$ 3,390.72	\$ 257.52	\$ 402.12	\$ 11,871.66

DIRECT EXPENSES

Mileage	\$448.00
Per Diem	\$89.00
Computer Charges	\$1,000.00
Printing	\$300.00
<i>Subtotal</i>	\$1,837.00

Total Direct Expenses & Subconsultants \$1,837.00

SUMMARY OF ENGINEERING EXPENSES

Direct Labor	\$11,871.66
Overhead (1.6855 X Direct Labor)	\$20,009.68
Sub Total Labor Cost	\$31,881.34
Direct Expenses	\$1,837.00
Fixed Fee	\$4,781.66

Total Engineering Fee \$38,500.00

RESOLUTION NO. 3948

A RESOLUTION APPROVING AN AGREEMENT TO FURNISH ENGINEERING SERVICES BETWEEN THE CITY OF MILES CITY AND ROBERT PECCIA & ASSOCIATES, INC., FOR WASTEWATER TREATMENT FACILITY UPGRADES, TASK ORDER NUMBER SIX.

WHEREAS, the City of Miles City and Robert Peccia & Associates, Inc., desire to enter into an Agreement to Furnish Engineering Services for Wastewater Engineering Services for procurement and general phase 2 construction pertaining to improvements to the City's Wastewater Treatment Facility, generally described as Task Order Number Six;

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. "The Agreement to Furnish Engineering Services to Miles City, Montana for Wastewater Engineering Services – Task Order Number Six," attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by the Council;
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and to bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 26th DAY OF JULY, 2016.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT A

**AGREEMENT TO FURNISH ENGINEERING SERVICES
to
MILES CITY, MONTANA
for
WASTEWATER ENGINEERING SERVICES**

**TASK ORDER NUMBER SIX
CONSTRUCTION PHASE SERVICES
FOR PROCURED EQUIPMENT AND GENERAL PHASE 2 CONSTRUCTION**

This Task Order provides for professional engineering services to be performed by ROBERT PECCIA & ASSOCIATES, INC. (hereinafter the Engineer), for MILES CITY, MONTANA (hereinafter the Owner), in accordance with Article 1 of the Agreement to Furnish Engineering Services to MILES CITY, dated April 6, 2006 (hereinafter the Agreement). This Task Order represents an authorization to proceed with the scope of services, schedule, and compensation described herein. This Task Order, when executed by both parties, shall become a supplement to and part of the basic Agreement.

ARTICLE 1. SCOPE OF SERVICES

The Engineer agrees to furnish engineering services associated with the Phase 2 Improvements at the City's Wastewater Treatment Facility. This Phase 2 Project generally includes sludge digestion, sludge dewatering, ultraviolet disinfection, septage unloading station, and new entrance gate, hereinafter referred to as the Project. Services include Contract Administration and Construction observation for the project.

1. The Engineer will provide one full-time construction observer to perform field inspection services during the course of construction including observation and start-up of owner procured equipment. The attached estimate includes a construction period of 240 days. It is anticipated that the start-up of equipment procured by the Owner will occur within this construction period.
2. The construction observer will keep a written record of his field observations, including materials incorporated into the work. The On-Site Observer will act as an agent of the Owner in the Owner's relations with the Construction Contractor; to provide on-the-job day-to-day observation of the Project construction; to recommend the amounts of payments due the Contractor as set forth in the Contract Documents; and to keep records, maps, and plans for the preparation of record drawings after the Project is constructed.
3. The Engineer shall act as the Owner's agent for certain matters incidental to coordination of the project during construction; but the Engineer has not been retained or compensated to direct or supervise the Contractor's personnel; operate or have direct use of equipment; be responsible for construction means, methods, techniques, and procedures; be responsible for safety precautions on the project, or in any way infringe on the duties of the Contractor(s). The Contractor alone is responsible for the adequate performance in

conformance with the intent of the Construction Contract involving all aspects of the project and for the acts or omissions of the Contractor's agents or employees.

4. The Engineer shall manage the Project and monitor its percent complete status by preparing project status and financial analyses as requested by the Owner or other interested agencies.
5. The Engineer will furnish to the Owner copies of such diaries, survey notes, or field measurements generated during construction as the Owner may request.
6. Coordinate and conduct a preconstruction meeting (General Construction only) prior to the commencement of construction. Topics will include project requirements and scheduling.
7. Provide interpretations of the Contract Documents, specifications and drawings for the Contractors, Equipment Suppliers, Owner, and Engineers' On-Site Observer.
8. Review submittal material as required in the Contract Documents, including shop drawings, appropriate catalog cuts, illustrations and diagrams of proposed materials to be incorporated into the work, the Contractor's construction schedule and revisions thereto, the results of tests and inspections, and other data which the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. These shall be reviewed for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. Such review is not intended as an approval of the submittals if they deviate from the Contract Documents or contain errors, omissions, and inconsistencies, nor is it intended to relieve the Contractor of his full responsibility for Contract performance, nor is the review intended to ensure or guarantee lack of inconsistencies, errors, and/or omissions between the submittals and the Contract requirements.
9. Provide supervision of the Engineer's on-site observation personnel, including periodic visits to the Project site to observe the progress and quality of the work.
10. Prepare estimates of monthly progress payments and submit the estimate and recommendation for payment to the Owner. This includes all (4) contracts for equipment procurement and the general contractor.
11. Prepare and submit contract change orders to the Owner for review and approval.
12. Provide substantial completion services during the period between substantial completion and final acceptance of the Project as follows:
 - 1) Make a final inspection of the Project jointly with representatives of the Owner.
 - 2) Prepare an estimate of final payment to the Contractor and submit the estimate

and recommendation for final payment to the Owner.

13. Make a one-year warranty inspection of the Project with representatives for the Owner to address any possible warranty issues that have surfaced since the final inspection.

ARTICLE 2. SCHEDULING

It is anticipated that those services listed above under Article 1, Scope of Services, are to be completed by August 1, 2018.

ARTICLE 3. COMPENSATION

A. BUDGET

The budget for those services described under Article 1, **Scope of Services**, shall be a cost plus fixed fee not to exceed a total amount of \$389,700.00, without prior authorization. The fixed fee shall be \$44,761.48. The Engineers current wage rates, and actual direct out-of-pocket job costs shall be used to determine the costs. An estimate of these costs are shown on the attached Schedule of Estimated Costs.

DATED this 6th day of July, 2016.

MILES CITY MONTANA

By: _____

John Hollowell, Mayor

ROBERT PECCIA & ASSOCIATES, INC.

By:  _____

Keith Jensen, P.E., President

Exhibit A
Schedule of Estimated Engineering Costs
Robert Peccia & Associates, Inc.
Task Order 6 - Construction Phase Services - Phase 2

Work Item	Project Manager	Project Engineer	CADD Manager	Sr. Const Technician	Total Hours
	\$50.46	\$35.32	\$32.19	\$35.36	
<u>EQUIPMENT BID PACKAGE</u>					
Contract Administration (4 Contracts)	80	20			100
Process Payment Applications	48				48
Submittal Review - Equipment Bid Package	20	50			70
Coordination with Design / General Contractor	40	40			80
<u>PHASE 2 CONSTRUCTION</u>					
Pre-Construction Meeting	16			12	28
Construction Inspection				1700	1700
Construction Administration	240				240
Process Payment Applications	64				64
Submittal Review	110	100			210
Support Contractor Control Establishment			16		16
Construction Progress Meetings	80	16		12	108
As-Built Drawings	40		100	20	160
Project Management	12				12
Total Hours	750	226	116	1744	2836
Labor Cost Per Employee	\$ 37,845.00	\$ 7,982.32	\$ 3,734.04	\$ 61,667.84	\$ 111,229.20

DIRECT EXPENSES

Mileage	\$20,797.50
Per Diem	\$23,085.00
Computer Charges	\$1,750.00
Printing	\$600.00
<i>Subtotal</i>	\$46,232.50

Total Direct Expenses & Subconsultants \$46,232.50

SUMMARY OF ENGINEERING EXPENSES

Direct Labor	\$111,229.20
Overhead (1.6855 X Direct Labor)	\$187,476.82
Sub Total Labor Cost	\$298,706.02
Direct Expenses	\$46,232.50
Fixed Fee	\$44,761.48

Total Engineering Fee \$389,700.00

RESOLUTION NO. 3952

A RESOLUTION APPROVING A STATEMENT OF WORK BETWEEN THE CITY OF MILES CITY AND THE MONTANA STATE LIBRARY RELATED TO GPS AND GIS SERVICES, SOFTWARE AND EQUIPMENT.

WHEREAS, the City of Miles City has proposed that it work with the Montana State Library to improve its mapping capabilities through the use of GPS and Continuously Operating Reference Station equipment, and through access to the State's GIS data;

AND WHEREAS, the Montana State Library has agreed to work with the City on said project, and the responsibilities of the parties are set forth in the Statement of Work;

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. The Statement of Work attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by the Council;
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said document on behalf of the City of Miles City and to bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 26th DAY OF JULY, 2016.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Statement of Work

July 1, 2016

Miles City GPS/GIS Capacity Building Project

**Montana Land Information Act FY 2017
Grant
MLIA_2017_11**

An Agreement Between:

**City of Miles City
and
The Montana State Library**

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Statement of Work

Project Title

Miles City GPS/GIS Capacity Building Project

This Statement of Work (SOW) is made and entered by and between the Montana State Library (Agency) and the City of Miles City (Contractor). This SOW also incorporates by reference the City of Miles City's response to the FY 2017 MLIA Grant solicitation.

Project Manager – Contractor

The Contractor's Project Manager is:

Name: Allen Kelm

Address: 17 S. 8th Street, PO Box 910

City: Miles City

State & Zip: MT, 59301

Phone: (406) 234-3492 *3 KOC 7/15/16*

Email: akelm@milescity-mt.org

Project Manager – Agency

The Agency's Project Manager is:

Name: Evan Hammer

Address: 1515 E. Sixth Avenue

City: Helena

State & Zip: MT, 59620-1800

Phone: 406-444-5355

Email: ehammer@mt.gov

Project Summary

The City of Miles City's proposal to purchase and utilize hand-held GPS/CORS equipment and provide access to a certified Continuously Operating Reference Station (CORS) to serve the immediate area provides public benefit in the following ways:

- 1) The City's access to the MT State Library (MSL) GIS data layers enhances analysis capabilities*
- 2) Improved accuracy for the Cadastral layer (current margin of error is up to 40')*
- 3) Saving time & money for local survey and geolocation projects by reducing set-up time*
- 4) Improve data accuracy for all local surveying and geolocation projects*
- 5) Saving taxpayer dollars by reducing repair and replacement time*
- 6) City crews will have access to digital maintenance records in the field*
- 7) GPS data collected by City crews may lower costs for future surveying tasks by providing existing data.*
- 8) Improvement of location-based services*

- 9) *Contributes to stronger grant applications for planning and construction projects*
- 10) *Fills a large gap in the CORS network in Eastern Montana*

Scope of Work – Goals, Objectives and Tasks

Goal 1: Obtain equipment for City mapping efforts & CORS – City Staff/vested partners

Objective: Acquire GPS equipment by Sept 1, 2016

- 1.a - Identify equipment needs - Complete*
- 1.b - Purchase equipment –July 1, 2016**
- 1.c - Define maintenance plan for monitoring CORS equipment - ongoing*
- 1.d – Install CORS and go live – Aug 1, 2016*
- 1.e - Notify public users that CORS is operational – Sept 1, 2016*

Deliverable: Receive and install GPS equipment

**Date dependent on receipt of grant award*

Goal 2: Data Collection – City Staff

Objective: Begin data collection

Tasks – Complete database setup and configuration,

- 2.a – Train City Crews to use handheld equipment – complete Aug 15, 2016*
- 2.b - Set up ArcMap database file using ESRI's public works data model – Feb 15, 2016 - Sept 1, 2016*
- 2.c - Begin data collection – City Crews - Begin August 15, 2016*
- 2.d - Review process for accuracy and efficiency –ongoing*

*Deliverables: A fully operational COR station to serve the Miles City area.
Crews actively collecting data on City infrastructure
An operational database to store, map, and analyze GPS data*

Goal 3: Publish Public Information Maps on website – City Staff

Objective: Informational maps available to public via City website

Tasks – Post certain mapped information to website

- 3.a - Determine what information should be published – Jan 2017*
- 3.b - Determine format of publication to suit website capabilities –Mar 2017*
- 3.c - Publish information on website – ongoing*

Deliverable: Publish informational maps on the City's website

Timeline and Period of Performance

Equipment purchases will begin on July 1, 2016 followed by data collection and deliverable preparation through June 30, 2017. Detailed dates for anticipated task completion are included in the Scope of Work above.

Quarterly Progress Reports

The Contractor shall provide the Agency's Project Manager quarterly progress reports due on October 10, 2016, January 10, 2017, April 10, 2017 and a final report due by September 30, 2017. The reports shall include a section on each deliverable including any deviations from the timeline and/or budget and any problems encountered. If the project is completed early a final report will be required 3 months from project close-out and interim quarterly reports will be waived.

Budget, Compensation and Payment

The following budget submitted in the Contractor's grant application will apply to this SOW:

Applicant budget summary

Category	MLIA Share	Applicant Share	Other Share	Total
a. Personnel				
a.1 Fringe Benefits				
b. Travel				
c. Equipment	13,700	13,567	18,700	45,967
d. Supplies		1,500		1,500
e. Contractual				
f. Other – Administration				
Totals	13,700	15,067	18,700	47,467

Project Partner budget summary:.

Category	Dowl	MDT	KLJ	Total	INTERSTATE ENGINEERING	FT. KEOGH
a. Personnel						
a.1 Fringe Benefits						
b. Travel						
c. Equipment		17,100		17,100		
d. Supplies						
e. Contractual						
f. Other – Cash	600		1,000	1,600	600	1,900
Totals	600	17,100	1,000	18,700	600	1,900
				21,200		

KDC
7/15/16

The total MLIA not to exceed amount for this grant is \$13,700. The contractor may submit monthly invoices to the Agency's Project Manager, to be reimbursed within 30 days of receipt. With each quarterly progress report the Contractor will submit a quarterly financial report. Deviations from the approved budget will be noted in the quarterly progress report. Upon approval of the most recent quarterly report and quarterly financial report, the Contractor may continue to monthly invoices.

Contractor Staff, Roles and Responsibilities

The City of Miles City's Public Utilities Director Allen Kelm and Public Works Director Scott Gray will manage this project.

Mr. Kelm has served the City of Miles City for 30 years in the Public Utilities Department. He has worked in all areas of the Water and Wastewater Department, taking over as Director in 2009. Al is a Certified Operator who has won multiple awards for his work and leadership in the field. Mr. Kelm has managed numerous projects to upgrade the treatment facilities and construction of water/wastewater infrastructure. He managed Phase I of the \$2.2MM Wastewater Treatment Plant upgrade project and is currently guiding Phase II, a \$6.6MM project. Al also served as the interim Director for the Public Works Department from 2011 through 2013. Although the City is just beginning implementation of GIS services, Al understands how this project will enhance the City's current operations and benefits for future planning efforts, and fully supports the proposed project.

Scott Gray has served the City of Miles City for 21 years in the Public Works Department. He began as a temporary employee in the Streets Department and worked his way up to Shop Supervisor. He took over the position of Public Works Director in 2013. Scott is very knowledgeable in all areas of services provided by the City, including repair, maintenance and construction of infrastructure. Since becoming Director, Scott has supervised street and sidewalk construction projects, parks/trails improvements, flood levee upgrades, storm sewer management and pavement preservation projects. Scott also understands the benefit and fully supports the proposed project.

Robert Hutchings, Heavy Equipment Operator – Public Utilities Dept., is the mastermind behind this proposal. He has been employed by the City for 5 years and is a self-proclaimed computer geek. Robert has been researching this project for the last year and understands the system well. He will be in charge of training City crews in the proper use and maintenance of the equipment, and implementing the standards and data collection efforts by City crews.

Dawn Colton has been the City Planner and Grants Administrator since 2013. In 2012, she began using ArcGIS for analysis and mapping of city planning projects and making relevant maps for related grant applications. Dawn has an A.A.S. Degree in automated drafting and has experience with many technical applications. Dawn will be in charge of mapping and analyzing the data collected by the City crews. She will also produce and post relevant public information maps to the city website.

Agencies Staff, Roles and Responsibilities

Evan Hammer will be the overall Agency Project Manager responsible for contract and compensation issues.

Additional Terms and Conditions Specific to this SOW

All data created under this SOW must be registered at the Montana GIS Data List http://apps.msl.mt.gov/Geographic_Information/Data/DataList/ . If data is modified under this SOW, and already registered at the Data List, the Data List metadata record shall be modified appropriately. All Data List metadata records shall be completed before closing out this SOW. For PLSS enhancement projects the data may be submitted into the Multi-State Control Point Database (MCPD) rather than the GIS Data List. ([MCPD Data Submission Spreadsheet](#))

Execution/Signature Block

In Witness Whereof, the parties hereto, having read this MLIA 2017 11 in its entirety, do agree thereto in each and every particular.

Approved

Approved

Montana State Library

City of Miles City

Signature

Signature

Jennie Stapp

Print or Type Name

Print or Type Name

Montana State Librarian

Title

Title

Date

Date

RESOLUTION NO. 3953

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2015-2016 TO APPROPRIATE UNANTICIPATED EXPENSES TO LIGHTING DISTRICT NO. 165 FUND 2400 FOR ELECTRICAL UTILITIES EXPENSES

WHEREAS, the City of Miles City has accumulated unanticipated expenses in Lighting District No. 165 Fund No. 2400 in the sum of \$8,900.00,

AND WHEREAS, as permitted by §7-6-4006 MCA, the City of Miles City desires to amend its final budget for Fiscal Year 2015-2016 to appropriate the total amount of such unanticipated expenses in the sum of \$8,900.00 to Lighting District No. 165 Fund No. 2400 for electrical utility charges;

AND WHEREAS, such amendment of the Final Budget for Fiscal Year 2015-2016 will result in an overall increase in appropriation authority in Lighting District No. 165 Fund No. 2400,

AND WHEREAS the provisions of §7-6-4006 MCA require public hearing upon any budget amendment resulting in an overall increase in appropriation authority,

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

The appropriations for the Final Budget for Fiscal Year 2015-2016 for Lighting District No. 165 Fund No. 2400 shall be increased in the following amount:

Fund No. 2400-046-430263-533 (Lighting District No. 165 Fund No. 2400, Electrical Utilities), in the sum of \$8,900.00.

Such increased appropriation shall be made from the following Lighting District No. 165, Fund No. 2400 account:

Account No. 2400-363010 (Lighting District No. 165 Fund No. 2400 Assessments) in the amount of \$8,900.00.

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2015-2016 on the 9th day of August, 2016, at 7:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4128 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 26TH DAY OF JULY, 2016.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED
QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA,
THIS 9TH DAY OF AUGUST, 2016.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Claims

07/18/16
14:52:12

CITY OF MILES CITY
Claim Details
For the Accounting Period: 6/16

Page: 1 of 22
Report ID: AP100

* ... Over spent expenditure

Claim	Vendor #/Name/		Document \$/	Disc \$					Cash
Line #	Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account	
127234	77541S	660 CUSTER COUNTY CLERK & RECORDER	30,414.06						
1	1	06/22/16 Reimbursment/ City Sanitaion	15,600.00		21437	2270 37 440140	350	101000	
2	2	06/22/16 Reimbursement / Flood Project	14,814.06		21121	1000 201 431200	350	101000	
127318	77542S	2560 REGAN PLUMBING & HEATING	427.50						
1	216-49747	06/20/16 R.S. Park Restroom	156.97*		21129	1000 13 460433	230	101000	
2	216-49747	06/20/16	75.00		21129	1000 13 460433	350	101000	
3	216-49748	06/20/16 R.S. Park Supplies	23.33*		21129	1000 13 460433	230	101000	
4	216-49800	06/27/16 Denton Park	48.13*		21129	1000 13 460433	230	101000	
5	216-49802	06/27/16 Art Center	4.05*		21129	1000 13 460433	230	101000	
6	216-49804	06/27/16 Denton	26.34*		21129	1000 13 460433	230	101000	
7	216-49803	06/27/16 City Hall Drinking Fountain	75.00		21129	1000 8 411230	360	101000	
8	216-49685	06/13/16 Adapter 516 S. Custer	18.68*		21786	5210 23 430550	235	102270	
127319	77490S	1970 MONTANA DAKOTA UTILITIES	23,781.45						
1		06/30/16 GAS/ELECTRIC	0.00			1000 7 420460	341	101000	
2		GAS/ELECTRIC	0.00			1000 7 420460	344	101000	
3		06/30/16 GAS/ELECTRIC	474.50			1000 8 411230	341	101000	
4		06/30/16 GAS/ELECTRIC	44.13			1000 8 411230	344	101000	
5		06/15/16 GAS/ELECTRIC	434.82*			1000 13 460433	341	101000	
6		06/15/16 GAS/ELECTRIC	20.40			1000 13 460433	344	101000	
7		06/15/16 GAS/ELECTRIC	286.37*			1000 14 460445	341	101000	
8		GAS/ELECTRIC	0.00			1000 21 440600	341	101000	
9		GAS/ELECTRIC	0.00			1000 21 440600	344	101000	
10		06/15/16 GAS/ ELECTRIC - LIBRARY	34.14*			2220 16 460100	341	101000	
11		06/15/16 GAS/ELECTRIC - LIBRARY	605.65			2220 16 460100	344	101000	
12		06/15/16 GAS/ELECTRIC	15,662.62*			2400 46 430263	341	101000	
13		GAS/ELECTRIC	0.00			2400 46 430263	533	101000	
14		06/15/16 GAS/ELECTRIC	2,639.74*			2420 48 430263	341	101000	
15		GAS/ELECTRIC	0.00*			2420 48 430263	533	101000	
16		06/15/16 GAS/ELECTRIC	139.44			2430 49 430263	341	101000	
17		06/15/16 GAS/ELECTRIC	1,246.74			2440 50 430263	341	101000	
18		06/15/16 GAS/ELECTRIC	604.92*			2470 72 430263	341	101000	
19		GAS/ELECTRIC	0.00			2470 72 430263	533	101000	
20		06/15/16 GAS/ELECTRIC	115.57			2480 47 430263	341	101000	
21		06/15/16 GAS/ELECTRIC	73.07*			2510 107 430220	341	101000	
22		06/15/16 GAS/ELECTRIC	54.85*			2510 107 430220	344	101000	
23		GAS/ELECTRIC	0.00			2520 108 430220	341	101000	
24		GAS/ELECTRIC	0.00			2520 108 430220	344	101000	
25		06/15/16 GAS/ELECTRIC	108.11			5210 22 430530	341	101000	
26		GAS/ELECTRIC	0.00			5210 22 430530	344	101000	
27		GAS/ELECTRIC	0.00*			5210 23 430550	341	101000	
28		GAS/ELECTRIC	0.00*			5210 23 430550	344	101000	
29		GAS/ELECTRIC	0.00			5310 31 430630	341	101000	
30		GAS/ELECTRIC	0.00*			5310 31 430630	344	101000	
31		06/15/16 GAS/ELECTRIC	188.52			5310 32 430690	341	101000	

07/18/16
14:52:12

CITY OF MILES CITY
Claim Details
For the Accounting Period: 6/16

Page: 2 of 22
Report ID: AP100

* ... Over spent expenditure

Claim	Vendor #/Name/		Document \$/	Disc \$				Cash
Line #	Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account
32	GAS/ELECTRIC		0.00*			5310 32 430690	344	101000
33	GAS/ELECTRIC		0.00			5310 33 430640	341	101000
34	GAS/ELECTRIC		0.00			5510 10 420730	341	101000
35	GAS/ELECTRIC		0.00			5510 10 420730	344	101000
36	06/15/16 GAS/ELECTRIC - AIRPORT		582.93			5610 87 430300	341	101000
37	06/15/16 GAS/ELECTRIC - AIRPORT		133.95			5610 87 430300	344	101000
38	06/15/16 GAS/ELECTRIC		306.42			6040 910 430220	341	101000
39	06/15/16 GAS/ELECTRIC		24.56			6040 910 430220	344	101000
127320	77370S	4019 WEX Bank	6,813.04					
1	45630074	06/30/16 FUEL	471.78		21112	1000 13 460433	231	101000
3	06/30/16 FUEL		1,601.68		21112	2510 107 430220	231	101000
4	06/30/16 FUEL		400.42		21112	2520 108 430220	231	101000
5	06/30/16 FUEL		47.73		21112	6040 910 430220	231	101000
6	06/30/16 FUEL		72.67		20991	5210 22 430530	231	101000
7	06/30/16 FUEL		72.67		20991	5210 80 430540	231	101000
8	06/30/16 FUEL		89.72		20991	5310 33 430640	231	101000
9	06/30/16 FUEL		139.75		20991	5310 32 430690	231	101000
10	06/30/16 FUEL		667.66		21584	1000 7 420460	231	101000
11	06/30/16 FUEL		658.20		21584	5510 10 420730	231	101000
12	06/30/16 FUEL		1,740.58		21857	1000 5 420140	231	101000
13	06/30/16 FUEL		58.84		21857	1000 21 440600	231	101000
14	06/30/16 FUEL		0.00*			1000 5 420160	231	101000
15	06/30/16 FUEL		349.65		21774	5210 23 430550	231	101000
16	06/30/16 FUEL		349.65		21774	5310 31 430630	231	101000
17	06/30/16 FUEL		92.04		479	5610 87 430300	231	101000
127321	77368S	1721 MID RIVERS TELEPHONE CORP	3,280.37					
1	06/30/16	TELEPHONE/INTERNET/CABLE/Judge	96.76		20053	1000 6 410300	345	101000
2	06/30/16	TELEPHONE/INTERNET/CABLE/Judge	118.10		20053	1000 6 410300	347	101000
3	06/30/16	TELEPHONE/INTERNET/CABLE/Libry	85.86		20572	2220 16 460100	345	101000
4	06/30/16	TELEPHONE/INTERNET/CABLE/Libry	100.42		20572	2220 16 460100	347	101000
5	06/30/16	TELEPHONE/INTERNET/CABLE/SmPol	0.00*			1000 14 460445	345	101000
6	06/30/16	TELEPHONE/INTERNET/CABLE/ 911	300.06*		21303	2850 105 420140	345	101000
8	06/30/16	TELEPHONE/INTERNET/CABLE/child	80.60*		21856	1000 5 420140	220	101000
9	06/30/16	TELEPHONE/INTERNET/CABLE/rsvp	134.29*		19995	2985 15 450330	345	101006
10	06/30/16	TELEPHONE/INTERNET/CABLE/Airpt	98.82		474	5610 87 430300	345	101000
11	06/30/16	TELEPHONE/INTERNET/CABLE/Airpt	61.60*		474	5610 87 430300	319	101000
12	06/30/16	TELEPHONE/INTERNET/CABLE/Airpt	27.60		474	5610 87 430300	347	101000
14	06/30/16	TELEPHONE/INTERNET/CABLE/mayor	33.90			1000 1 410200	345	101000
15	06/30/16	TELEPHONE/INTERNET/CABLE/fin	55.45			1000 3 410500	345	101000
16	06/30/16	TELEPHONE/INTERNET/CABLE/fin	19.50*			1000 3 410500	347	101000
17	06/30/16	TELEPHONE/INTERNET/CABLE/atny	7.56			1000 4 411100	345	101000
18	06/30/16	TELEPHONE/INTERNET/CABLE/pd	316.03			1000 5 420140	345	101000
19	06/30/16	TELEPHONE/INTERNET/CABLE/pd	65.69*			1000 5 420140	347	101000
20	06/30/16	TELEPHONE/INTERNET/CABLE/disp	314.13			1000 5 420160	345	101000
21	06/30/16	TELEPHONE/INTERNET/CABLE/fire	164.90*			1000 7 420460	345	101000

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Line #	Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account
22	06/30/16	TELEPHONE/INTERNET/CABLE/fire	135.60			1000 7 420460	347	101000
23	06/30/16	TELEPHONE/INTERNET/CABLE/tres	7.64*			1000 9 410540	345	101000
24	06/30/16	TELEPHONE/INTERNET/CABLE/park	43.72*			1000 13 460433	345	101000
25	06/30/16	TELEPHONE/INTERNET/CABLE/park	37.60*			1000 13 460433	347	101000
26	06/30/16	TELEPHONE/INTERNET/CABLE/ACtr	40.03*			1000 21 440600	345	101000
27	06/30/16	TELEPHONE/INTERNET/CABLE/plng	80.49*			1000 36 411020	345	101000
28	06/30/16	TELEPHONE/INTERNET/CABLE/bldg	26.36			2394 18 420531	345	101000
29	06/30/16	TELEPHONE/INTERNET/CABLE/md204	70.40			2510 107 430220	345	101000
30	06/30/16	TELEPHONE/INTERNET/CABLE/md205	35.72			2520 108 430220	345	101000
31	06/30/16	TELEPHONE/INTERNET/CABLE/wpnt	79.17			5210 22 430530	345	101000
32	06/30/16	TELEPHONE/INTERNET/CABLE/wpnt	80.25*			5210 22 430530	347	101000
33	06/30/16	TELEPHONE/INTERNET/CABLE/wtlms	39.88*			5210 23 430550	345	101000
34	06/30/16	TELEPHONE/INTERNET/CABLE/wtlms	11.40			5210 23 430550	347	101000
35	06/30/16	TELEPHONE/INTERNET/CABLE/wtadm	50.06*			5210 25 430510	345	101000
36	06/30/16	TELEPHONE/INTERNET/CABLE/wtadm	15.99			5210 25 430510	347	101000
37	06/30/16	TELEPHONE/INTERNET/CABLE/wwadm	50.04*			5310 29 430610	345	101000
38	06/30/16	TELEPHONE/INTERNET/CABLE/wwadm	19.51*			5310 29 430610	347	101000
39	06/30/16	TELEPHONE/INTERNET/CABLE/swlms	39.87*			5310 31 430630	345	101000
40	06/30/16	TELEPHONE/INTERNET/CABLE/swlms	11.40*			5310 31 430630	347	101000
41	06/30/16	TELEPHONE/INTERNET/CABLE/wwpln	37.91			5310 33 430640	345	101000
42	06/30/16	TELEPHONE/INTERNET/CABLE/wwpln	45.60*			5310 33 430640	347	101000
43	06/30/16	TELEPHONE/INTERNET/CABLE/amb	112.35*			5510 10 420730	345	101000
44	06/30/16	TELEPHONE/INTERNET/CABLE/amb	28.24*			5510 10 420730	347	101000
45	06/30/16	TELEPHONE/INTERNET/CABLE/shop	41.00*			6040 910 430220	345	101000
46	06/30/16	TELEPHONE/INTERNET/CABLE/shop	58.87*			6040 910 430220	347	101000
127323	77543S	316 DATA IMAGING SYSTEMS, INC	1,457.00					
1	06/30/16	MANAGED SERVICES;DATA BKP	291.40			1000 3 410500	360	101000
2	06/30/16	MANAGED SERVICES;DATA BKP	136.78*			5210 25 430510	360	101000
3	06/30/16	MANAGED SERVICES;DATA BKP	136.78*			5310 29 430610	360	101000
4	06/30/16	MANAGED SERVICES;DATA BKP	72.85*			1000 1 410200	360	101000
5	06/30/16	MANAGED SERVICES;DATA BKP	72.85			1000 36 411020	360	101000
6	06/30/16	MANAGED SERVICES;DATA BKP	144.24			5210 23 430550	360	101000
7	06/30/16	MANAGED SERVICES;DATA BKP	144.24*			5310 31 430630	360	101000
8	06/30/16	MANAGED SERVICES;DATA BKP	103.45			2510 107 430220	360	101000
9	06/30/16	MANAGED SERVICES;DATA BKP	55.37			2520 108 430220	360	101000
10	06/30/16	MANAGED SERVICES;DATA BKP	73.94*			1000 9 410540	360	101000
11	06/30/16	MANAGED SERVICES;DATA BKP	72.85*			1000 11 411840	360	101000
12	06/30/16	MANAGED SERVICES;DATA BKP	152.25*			2394 18 420531	360	101000
127324	77544S	1737 MC AREA SOLID WASTE DISTRICT	26.50					
8	222999 05/03/16	Animal Disposal	5.00		21871	1000 21 440600	220	101000
9	224639 05/06/16	Animal Disposal	5.00		21871	1000 21 440600	220	101000
10	223333 05/16/16	ANIMAL DISPOSAL	5.00		21871	1000 21 440600	220	101000
11	5301-A 04/18/16	Demo Water Plant	5.75		21785	5210 23 430550	369	101000
12	5301-A 04/18/16	Demo Water Plant	5.75		21785	5310 31 430630	369	101000

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Line #	Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account
127325	77483S	373 MASTERCARD	24,357.33					
3	06/20/16	SUPPLIES	37.52			1000 3 410500	220	101000
4	06/20/16		2.26			1000 3 410500	311	101000
6	06/20/16		167.89			1000 3 410500	370	101000
8	06/20/16		167.50*			1000 5 420140	210	101000
10	06/20/16		236.30			1000 5 420140	226	101000
11	06/20/16		1,385.75*			1000 5 420140	230	101000
12	06/20/16		143.41*			1000 5 420140	311	101000
13	06/20/16		116.56			1000 5 420140	370	101000
14	06/20/16		244.82			1000 5 420160	210	101000
19	06/20/16		76.08*			1000 7 420460	210	101000
21	06/20/16		8.99			1000 7 420460	214	101000
22	06/20/16		24.03			1000 7 420460	220	101000
23	06/20/16		17.74			1000 7 420460	226	101000
24	06/20/16		58.59			1000 7 420460	230	101000
25	06/20/16		502.46			1000 7 420460	231	101000
26	06/20/16		186.64*			1000 7 420460	345	101000
27	06/20/16		222.86*			1000 7 420460	370	101000
28	06/20/16		88.04			1000 7 420460	380	101000
29	06/20/16		256.54*			1000 7 420460	382	101000
30	06/20/16		82.88*			1000 7 420460	400	101000
31	06/20/16		294.75*			1000 8 411230	220	101000
32	06/20/16		22.28*			1000 13 460433	210	101000
33	06/20/16		344.61*			1000 13 460433	230	101000
37	06/20/16		849.14			1000 13 460433	363	101000
38	06/20/16		3.19*			1000 14 460445	230	101000
40	06/20/16		83.38*			1000 21 440600	210	101000
43	06/20/16		470.15*			1000 36 411020	210	101000
44	06/20/16		10.00			1000 201 431200	210	101000
45	06/20/16		19.41			1000 201 431200	214	101000
46	06/20/16		21.25*			1000 201 431200	220	101000
47	06/20/16		114.14			2220 16 460100	224	101000
48	06/20/16		73.27			2220 16 460100	311	101000
49	06/20/16		206.28			2220 16 460100	382	101000
52	06/20/16		10.00			2394 18 420531	210	101000
53	06/20/16		53.47			2394 18 420531	311	101000
55	06/20/16		630.24			2394 18 420531	382	101000
56	06/20/16		31.76			2510 107 430220	210	101000
57	06/20/16		640.00			2510 107 430220	214	101000
58	06/20/16		10.43			2510 107 430220	220	101000
59	06/20/16		17.00			2510 107 430220	226	101000
60	06/20/16		859.04			2510 107 430220	230	101000
61	06/20/16		1,062.58*			2510 107 430220	363	101000
62	06/20/16		7.93			2520 108 430220	210	101000
63	06/20/16		160.00			2520 108 430220	214	101000
64	06/20/16		6.86			2520 108 430220	220	101000

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Line #	Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund	Org Acct	Object Proj	Account
65	06/20/16		213.99			2520	108 430220	230	101000
66	06/20/16		265.64			2520	108 430220	363	101000
70	06/20/16		448.38			2985	15 450300	370	101000
71	06/20/16		1.88			2985	15 450340	311	101006
72	06/20/16		63.15			5210	22 430530	210	101000
73	06/20/16		140.39			5210	22 430530	220	101000
74	06/20/16		124.97			5210	22 430530	230	101000
75	06/20/16		118.63			5210	22 430530	370	101000
78	06/20/16		107.73			5210	23 430550	210	101000
79	06/20/16		799.99			5210	23 430550	214	101000
80	06/20/16		389.65			5210	23 430550	220	101000
81	06/20/16		290.46			5210	23 430550	226	101000
82	06/20/16		1,981.46*			5210	23 430550	230	101000
83	06/20/16		686.46*			5210	23 430550	234	101000
84	06/20/16		598.28*			5210	23 430550	235	102270
85	06/20/16		589.82*			5210	23 430550	363	101000
86	06/20/16		118.63			5210	23 430550	370	101000
87	06/20/16		37.52*			5210	25 430510	220	101000
88	06/20/16		2.27			5210	25 430510	311	101000
89	06/20/16		167.89			5210	25 430510	370	101000
91	06/20/16		127.40			5210	80 430540	220	101000
92	06/20/16		43.44			5210	80 430540	222	101000
93	06/20/16		138.40			5210	80 430540	230	101000
94	06/20/16		35.98			5210	80 430540	311	101000
95	06/20/16		642.00			5210	80 430540	352	101000
96	06/20/16		37.52*			5310	29 430610	220	101000
97	06/20/16		2.27			5310	29 430610	311	101000
98	06/20/16		167.89			5310	29 430610	370	101000
99	06/20/16		50.00*			5310	31 430630	210	101000
100	06/20/16		287.26			5310	31 430630	220	101000
101	06/20/16		290.45			5310	31 430630	226	101000
102	06/20/16		88.61			5310	31 430630	230	101000
103	06/20/16		39.99*			5310	31 430630	311	101000
104	06/20/16		589.82*			5310	31 430630	363	101000
105	06/20/16		118.63*			5310	31 430630	370	101000
108	06/20/16		63.15			5310	32 430690	214	101000
109	06/20/16		72.87			5310	32 430690	220	101000
110	06/20/16		159.87			5310	32 430690	230	101000
113	06/20/16		8.12			5310	33 430640	220	101000
114	06/20/16		178.23*			5310	33 430640	222	101000
115	06/20/16		79.29			5310	33 430640	230	101000
116	06/20/16		1.77			5310	33 430640	311	101000
117	06/20/16		162.00			5310	33 430640	334	101000
118	06/20/16		1,074.00			5310	33 430640	352	101000
119	06/20/16		118.63			5310	33 430640	370	101000
120	06/20/16		29.59			5510	10 420730	210	101000
121	06/20/16		188.39*			5510	10 420730	222	101000

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122	06/20/16		7.98			5510	10	420730	230		101000
123	06/20/16		532.00			5510	10	420730	241		101000
124	06/20/16		72.59*			5510	10	420730	345		101000
125	06/20/16		36.74			5510	10	420730	360		101000
126	06/20/16		205.08			5510	10	420730	364		101000
127	06/20/16		19.60			5510	10	420730	400		101000
128	05/22/16		278.35		472	5610	87	430300	210		101000
130	05/22/16		565.05*		472	5610	87	430300	220		101000
131	05/22/16		150.21*		472	5610	87	430300	230		101000
132	05/22/16		150.56		472	5610	87	430300	231		101000
133	05/22/16		151.00*		472	5610	87	430300	334		101000
135	05/22/16		109.31		472	5610	87	430300	345		101000
136	06/20/16		108.08*			6040	910	430220	214		101000
127327	77545S	671 CUSTER COUNTY TREASURER	1,615.00								
1	LEAS127327	06/30/16 Law Academy Surcharge	1,615.00		127327	7467		212200			101000
127336	77546S	1535 LUCAS & TONN PC	100.00								
1	LAT052016	05/24/16 Legal Services	100.00		LAT616	1000	4	411100	350		101000
127348	77485S	498 CENTURY LINK	1,965.87								
1	CL21304	05/21/16 911 Phone System	1,965.87*		21304	2850	105	420140	345		101000
127362	77369S	1921 Montana Municipal Interlocal	4,505.36								
		June Retiree Health Premiums									
1	375872	06/01/16 June Retiree Health Premiums	4,505.36			1000		362022			101000
127375	77547S	869 EAST MONT COMMUNICATIONS	677.50								
1	27578	06/01/16 APCO Fees PD and Dispatch	520.00		21865	1000	5	420160	350		101000
2	27578	06/01/16	90.00		21865	1000	5	420160	350		101000
3	27574	05/25/16 Radio Remote Repair	48.60		21596	1000	7	420460	220		101000
4	27574	05/25/16	18.90		21596	5510	10	420730	220		101000
127376	77484S	1970 MONTANA DAKOTA UTILITIES	6,201.12								
3	06/15/16	GAS/ELECTRIC	82.87			1000	8	411230	341		101000
5	06/15/16	GAS/ELECTRIC	217.77*			1000	13	460433	341		101000
8	06/15/16	GAS/ELECTRIC	48.68			1000	21	440600	341		101000
9	06/15/16	GAS/ELECTRIC	29.32			1000	21	440600	344		101000
17	06/15/16	GAS/ELECTRIC	12.84			2440	50	430263	341		101000
25	06/15/16	GAS/ELECTRIC	375.34			5210	22	430530	341		101000
31	06/15/16	GAS/ELECTRIC	818.24			5310	32	430690	341		101000
32	06/15/16	GAS/ELECTRIC	60.63*			5310	32	430690	344		101000
33	06/15/16	GAS/ELECTRIC	4,186.51			5310	33	430640	341		101000
34	06/15/16	GAS/ELECTRIC	92.71			5510	10	420730	341		101000
35	06/15/16	GAS/ELECTRIC	27.22			5510	10	420730	344		101000
36	06/15/16	GAS/ELECTRIC	238.40			1000	7	420460	341		101000
37	06/15/16	GAS/ELECTRIC	10.59			1000	7	420460	341		101000

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127378	77548S 2151 MORRISON & MAIERLE INC	906.88							
1	23700 06/08/16 Custer/Garfield 911 Service	865.00		21308	2850 105 420140	350		101000	
2	23806 06/16/16 Custer/ Garfield Maint Servic	41.88		21313	2850 105 420140	350		101000	
127379	77549S 1637 RONNING ENTERPRISES dba MARTIN	2,298.90							
1	367 06/13/16 Bal on Security Gates	2,298.90		21115	1000 13 460433	350		101000	
127380	77493S 1407 KADRMAS LEE & JACKSON INC	4,973.32							
1	10068995 05/11/16 Construction Obersevation	4,290.38*		480	5610 87 430300	939		101000	
2	10068996 05/11/16 Construction Surveys Project	82.94*		480	5610 87 430300	939		101000	
3	10068994 05/11/16 FAA Project Closeout Report	600.00*		480	5610 87 430300	939		101000	
127381	7755QS 999999 ALBERT HOMME	11.46							
1	16-125 06/02/16 Ambulance Refund	11.46			5510 122000			101000	
127382	77551S 872 EASTERN MONTANA IND	325.00							
1	006503 05/31/16 Cleaning Contract	325.00		20580	2220 16 460100	360		101000	
127383	77523S 999999 SONYA WOODS	548.00							
1	TEV20579 06/01/15 Travel Expences to Helena	548.00		20579	2880 41 460100	370		101030	
127384	77552S 397 AUTOBODY SOLUTIONS	150.00							
1	2538 06/14/16 PD Tow Green BMW	150.00*		21866	1000 5 420140	220		101000	
127385	77486S 999999 MARK REDDICK	52.00							
1	ATRV21867 06/16/16 Missouls MPPA Training	52.00		21867	1000 5 420140	370		101000	
127386	77487S 999999 DOUG COLOMBIK	52.00							
1	ATRV21868 06/16/16 Missouls MPPA Training	52.00		21868	1000 5 420140	370		101000	
127387	77553S 999999 CITY OF MISSOULA - POLICE	18.85							
1	43447 06/06/16 Homicide Evidence - Price	18.85*		21864	1000 5 420140	311		101000	
127388	77495S 572 VERIZON WIRELESS	263.58							
1	9766622976 06/07/16 MDT Fees - ICAC Phone	263.58*		21869	1000 5 420140	220		101000	
127390	77554S 2871 THATCHER CHEMICAL CO	5,279.55							
1	342650 06/15/16 Aluminum Sulphate	5,279.55		20990	5210 80 430540	222		101000	
127391	77509S 4028 MISSOULA PUBLIC LIBRARY	1,394.00							
1	HQAP20578 05/24/16 Heritage Quest/Ancestry Ann	1,394.00		20578	2220 16 460100	382		101000	

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127392	77494S	489 CENTURY COMPANIES	186,604.88					
1	12892	05/16/16 Construction's Application for	186,604.88*		481	5610 87 430300	939	101000
127393	77488S	4140 Stoltz Construction	4,585.00					
1	547809	06/13/16 ADA - Curb 701 N. Prairie	1,435.00*		21114	2510 107 430235	230	101000
2	547809	06/13/16	3,150.00*		21114	2510 107 430234	350	101000
127394	77510S	771 DEPT OF REVENUE	1,884.89					
1	CGR-2	REV 06/20/16 CGR-2 REV01-10	1,884.89*		482	5610 87 430300	939	101000
127395	77555S	1361 INTERSTATE ENGINEERING	17,695.70					
1	27423	06/10/16 Transportation Plan	9,450.00		15994	1000 36 411020	350	101000
2	27838	06/14/16 Transportaion Plan	8,245.70		15997	1000 36 411020	350	101000
127396	77556S	237 CPI COLLECTION PROFESSIONALS INC	10.28					
1	CPI127396	06/15/16 WATER/SEWER COLLECTIONS	3.76*			5210 25 430510	350	101000
2	CPI127396	06/15/16 WATER/SEWER COLLECTIONS	3.77			5310 29 430610	350	101000
3	CPI127396	06/15/16 AMBULANCE COLLECTIONS	2.75			5510 10 420730	350	101000
127397	77557S	4031 ED CURNAN	75.00					
1	ED06152016	06/30/16 Quarterly Payment	75.00*		127397	1000 5 420140	350	101000
127398	77558S	4033 MARK HILDERBRAND	75.00					
1	MH06302016	06/30/16 Quarterly Payment	75.00*		127398	1000 5 420140	350	101000
127399	77559S	4034 STEVE RICE	75.00					
1	SR03630016	06/30/16 Quarterly Payment	75.00*		127399	1000 5 420140	350	101000
127400	77489S	523 CITY SERVICE, INC.	27,198.48					
1	0128625	06/10/16 7000 Gallons Jet Fuel	27,182.48		127400	5610 87 430300	237	101000
2	W040083	05/27/16 Terminal Maint Fee	16.00*		127400	5610 87 490500	220	101000
127401	77560S	4149 Gordon Repair, LLC	884.41					
1	793	05/27/16 Tractor Repair & Fuel Seal	884.41		484	5610 87 430300	363	101000
127402	77561S	4042 BLOEDORN LUMBER-MILES CITY	17.73					
1	3027805	06/11/16 Lumber for Demo Hanger	17.73*		486	5610 87 430300	230	101000
127403	77562S	4112 FARMERS BROTHERS COFFEE	239.40					
1	63616547	06/15/16 2 Cases of Coffee	119.70*		487	5610 87 430300	220	101000
2	64130674	06/29/16 2 Cases of Coffee	119.70*		496	5610 87 430300	220	101000

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127404	77511S	4080 INGRAHAM ENVIRONMENTAL INC.	2,095.00						
1	12164	06/16/16 Hanger Demo Abatement	595.00*		488	5310	87 430300	230	101000
2	06/30/16	Pest Control Water Tower	750.00*		21787	5210	23 430550	350	101000
3	06/30/16		750.00*		21787	1000	2 410100	350	101000
127405	77524S	999999 MATT SPIESS	480.92						
1	TEV127405	04/01/16 Code Conference	480.92*		21590	1000	7 420460	370	101000
127406	77525S	999999 SCOTT DENSON	92.00						
1	TEV21592	06/01/16 FF Consortium Testing	92.00*		21592	1000	7 420460	370	101000
127407	77526S	999999 CASEY MILLER	133.00						
1	TEV21591	06/01/16 ARFF Fire Training	133.00*		21591	1000	7 420460	370	101000
127408	77563S	52 ABC GLASS & SIGNS, INC.	300.00						
1	W0013219	06/08/16 A-20 Striping	300.00		21589	5510	10 420730	360	101000
127409	77512S	268 MILES CITY SANITATION INC.	363.00						
1	2002723	06/01/16 Library Annual Membership	240.00		20575	2220	16 460100	346	101000
2	66100155	06/01/16 Airport Sanitation	60.00*		476	5610	87 430300	220	101000
3	66100258	06/01/16 2100 Daly Ave	63.00*		20980	5310	32 430690	346	101000
127410	77564S	336 MONTANA STATE UNIVERSITY FSTS	185.00						
1	207-27	06/10/16 Annual Membership	185.00		21588	1000	7 420460	334	101000
127411	77565S	4013 SOLESTONE REIMB SERVICES	1,786.13						
1	7871	06/08/16 Ambulance Billing	1,786.13		21587	5510	10 420730	350	101000
127412	77566S	4128 Helena Regional Airport	1,200.00						
1	28934	06/03/16 ARFF Fire Training	1,200.00		21586	1000	7 420460	380	101000
127413	77567S	999999 IRENE HARRIS	50.00						
1	1134262785	05/24/16 Ambulance Refund	50.00			1000	122000		101000
127414	77568S	4029 SCL REVENUE SERVICE CENTER	1,611.26						
1	500162886	05/09/16 DUI - Blood Draw M. Anderso	230.18*		21872	1000	5 420140	350	101000
2	500162886	05/15/16 DUI - Blood Draw H. Davis	230.18*		21872	1000	5 420140	350	101000
3	500162886	05/21/16 DUI - Blood Draw W. Hinman	230.18*		21872	1000	5 420140	350	101000
4	500162886	05/22/16 DUI - Blood Draw C. Kolka	230.18*		21872	1000	5 420140	350	101000
5	500162886	05/04/16 DUI - Blood Draw Joyce Leis	230.18*		21872	1000	5 420140	350	101000
6	500162886	05/21/16 DUI - Blood Draw Martinez,	230.18*		21872	1000	5 420140	350	101000
7	500162886	05/08/16 Dui - Blood Draw H. Trucano	230.18*		21872	1000	5 420140	350	101000

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127415	77527S	999999 MICHELLE CUNNINGHAM	146.40					
1	TEV20582	06/01/16 Training in Billings	146.40		20582	2220 16 460100	370	101000
127416	77491S	999999 PRIM	291.58					
1	pending	06/21/16 4th of July Parade Insurance	145.79*		21436	1000 2 410100	220	101000
2	pending	06/21/16	145.79*		21436	1000 1 410200	220	101000
127417	77492S	762 DEPT OF NAT RESOURCES & CONS	50.00					
1	DNRC21782	05/10/16 Application Fee Waterline T	50.00*		21782	5210 23 430550	350	101000
127418	77528S	999999 JOHN B. JOHNSON	23.60					
1	149210568	04/30/16 Cell Phone Reimbursement	5.90*		21781	5210 23 430550	345	101000
2	149210568	04/30/16 Cell Phone Reimbursement	5.90*		21781	5310 31 430630	345	101000
3	1501201757	05/30/16	5.90*		21781	5210 23 430550	345	101000
4	1501201757	05/30/16	5.90*		21781	5310 31 430630	345	101000
127419	77529S	999999 ROBERT HUTCHINGS	50.50					
1	14N073973	05/30/16 CDL Rembursement	25.25*		21780	5210 23 430550	350	101000
2	14N073973	05/30/16	25.25		21780	5310 31 430630	350	101000
127420	77569S	999999 TRENE PLUHAR	10.00					
1	68483	06/15/16 Wibaux Park Refund	10.00		PARKS1	1000 346020		101000
127421	77496S	999999 MJC & MCCA	70.00					
1	MJCM062016	06/23/16 Clerks Association - Sandr	35.00*		20056	1000 6 410300	334	101000
2	MJCM062016	06/23/16 Gail Krezlak	35.00*		20056	1000 6 410300	334	101000
127422	77530S	999999 SARAH LEWIN	96.00					
1	TEV21594	06/01/16 FF - Consortium W/ testing	96.00*		21594	1000 7 420460	370	101000
127423	77570S	1330 HOLY ROSARY HEALTH CENTER	382.07					
1	IN515	05/01/16 Medical Supplies	382.07*		21593	5510 10 420730	222	101000
127424	77497S	2570 REGAL AVIATION INSURANCE	4,615.00					
1	TRO25116	06/23/16 2nd Annual Premium 16'-17'	4,615.00		489	5610 87 430300	513	101000
127425	77571S	979 FIREMANS COMPANY	85.50					
1	7003	06/22/16 Annual Service Fire Ext.	85.50		20583	2220 16 460100	360	101000
127426	77572S	999999 AMANDA MILLER	5.78					
1	127426	06/29/16 Water Deposit Refund	5.78		127426	5210 214010		101000

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127427	77498S	1825 MILES COMMUNITY COLLEGE	245,000.00						
1	0006726788	06/24/16 Armory Grant Received	245,000.00		21438	1000 362020		101000	
127428	77573S	999999 LEVI LORENZ	10.00						
1	PARKS2	06/28/16 Park Refund	10.00		PARKS	1000 346020		101000	
127429	77499S	2450 POSTMASTER (UTILITIES)	754.39						
1	USPS127429	06/29/16 Water Billing	377.20		127429	5210 25 430510	311	101000	
2	USPS127429	06/29/16	377.19		127429	5310 29 430610	311	101000	
127430	77513S	1343 HORIZON IMPLEMENT	893.91						
1	2089086	06/21/16 Unit 33 AC Parts	715.13*		21614	2510 107 430220	363	101000	
2	2089086	06/21/16	178.78		21614	2520 108 430220	363	101000	
127431	77574S	999999 SHAWN MCCARTHY	25.84						
1	127431	06/29/16 Water Deposit Refund	25.84		127431	5210 214010		101000	
127432	77575S	999999 MICHAEL HYNES	92.18						
1	63273	06/29/16 Water Deposit Refund	92.18		127432	5210 214010		101000	
127433	77576S	999999 TOM OR MELLISSA FISHER	84.20						
1	63274	06/29/16 Water Refund Deposit	84.20			5210 214010		101000	
127434	77577S	999999 BILLIE DINGFELDER	84.94						
1	63274	06/29/16 Water Refund Deposit	84.94		127434	5210 214010		101000	
127435	77578S	4142 HD Supply Waterworks, LTD	6,712.00						
1	F746277	06/29/16 Manhole Covers Magnetic Lifts	1,717.00		21788	5310 31 430630	214	101000	
2	F746277	06/29/16 Hydrant Adapter, Valve	4,995.00		21788	5210 23 430550	214	101000	
127436	77500S	2471 POSTMASTER	215.00						
1	UP05152016	05/15/16 Standard Mail Fee	107.50		20683	5210 25 430510	311	101000	
2	UP05152016	05/16/16	107.50		20683	5310 29 430610	311	101000	
127439	77579S	2914 TOURISM BUSINESS IMPROVEMENT	4,934.00						
1	TBID127439	06/30/16 TBID - June	4,934.00		127439	7370 212500		101000	
127440	77580S	790 DPC INDUSTRIES	1,978.21						
1	727000167-	06/20/16 Chlorine	1,503.80		20997	5210 80 430540	222	101000	
2	727000167-	06/20/16	474.41*		20997	5310 33 430640	222	101000	

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127441	77581S	999999 MYRON CORP.	184.57						
1	97799134	06/22/16 Teamwork Peak Atlas	184.57		22005	5310 32 430690	220	101000	
127442	77514S	4148 NEUTRALOX INC.	800.23						
1	RE1600014	05/20/16 Delivery Charges	800.23		20981	5310 33 430640	230	101000	
127443	77503S	1921 Montana Municipal Interlocal	4,787.60						
1	376759	07/01/16 Retired Employees Health Insur	4,787.60		127443	1000 362022		101000	
127444	77531S	999999 ANDREW MERICAL	250.00						
1	2 12/04/15	Gym Membership Reimbursment	250.00		127444	1000 5 420140	334	101000	
127445	77515S	2910 TONGUE RIVER ELECTRIC	446.85						
1	TRECO07051	06/27/16 Southgate Lighting	401.84			2450 51 430263	341	101000	
2	PTRECO0705	06/27/16 Light Tower	45.01		21310	2850 105 420140	341	101000	
127446	77582S	4022 MARILYNN FORMAN	600.00						
1		06/30/16 Clean City Shop	250.00*		21124	6040 910 430220	350	101000	
2		06/30/16 Clean Police Department	350.00*		21311	1000 5 420140	350	101000	
127447	77507S	4073 JOHN DEERE FINANCIAL	476.23						
1	1708934	06/19/16 Sweeper Lease Payment	422.14		490	5610 87 490500	645	101000	
2	1708934	06/19/16 Sweeper Lease Interest	54.09*		490	5610 87 490500	646	101000	
127449	77505S	267 HAYNES ENTERPRISES	8,762.82						
1	2200	06/13/16 Palmer & Stacy	1,216.25*		21117	2510 107 430234	350	101000	
2	2200	06/13/16	2,341.25*		21117	2510 107 430235	230	101000	
3	2207	06/17/16 Merriam & Stower	1,120.53*		21117	2510 107 430234	350	101000	
4	2207	06/17/16	3,774.79*		21117	2510 107 430235	230	101000	
5	2219	06/29/16 S. Merriam	310.00*		2117	2510 107 430234	350	101000	
127450	77506S	55 A-1 CONCRETE	19,060.00						
1	A1061316	06/13/16 Washington - ProBuild	4,900.00*		21116	2510 107 430235	230	101000	
2	A1061316	06/13/16 Curb - 9th Street Washington	7,920.00*		21116	2510 107 430234	350	101000	
3	A1061316	06/30/16 Palmer - Curb	6,240.00*		21116	2510 107 430234	350	101000	
127451	77583S	2847 STEADMANS ACE HARDWARE	94.10						
1	218659	06/16/16 Paint for Parking Lot	86.53*		494	5610 87 430300	230	101000	
2	221236	06/30/16 Airline Repair Parts	7.57*		22052	1000 7 420460	400	101000	
127452	77584S	999999 AIRSIDE SOLUTIONS	5,828.66						
1	25187D	06/30/16 Edge Light Lens	2,848.02*		493	5610 87 430300	939	101000	
2	25187D-01	07/05/16 Sign Panels	2,980.64*		503	5610 87 430300	939	101000	

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127453	77585S	636 CRIDCO, LLC	152.00						
1	057497	04/05/16 Water	152.00*		495	5610	87	430300	220 101000
127454	77586S	999999 JESSE DITTUS	102.36						
1	63276	06/29/16 Water Deposit Refund	102.36		127454	5210		214010	101000
127455	77587S	1780 MILES CITY MOTOR SUPPLY	248.08						
1	571147	06/08/16 Harware	2.08*		497	5610	87	430300	230 101000
2	571504	06/10/16 Nozzle, Truck Tank	119.47		497	5610	87	430300	363 101000
3	572264	06/14/16 o Ring	1.74*		497	5610	87	430300	230 101000
4	572264	06/16/16 Tune Up Parts for Jeep	65.84		497	5610	87	430300	363 101000
5	572819	06/17/16 Tune Up Parts for Jeep	4.19		497	5610	87	430300	363 101000
6	572918	06/17/16 Spray Cleaner / Shop	13.78*		497	5610	87	430300	230 101000
7	573563	06/17/16 Carb Parts / Jeep	10.99		497	5610	87	430300	363 101000
8	573837	06/23/16 Carb OH Kit / Jeep	29.99		497	5610	87	430300	363 101000
127456	77588S	800 DOEDEN CONSTRUCTION	1,586.56						
1	74548	06/08/16 Top Surf	164.91		21130	2520	108	430233	350 101000
2	74549	06/08/16	178.14		21130	2520	108	430233	350 101000
3	74661	06/16/16	182.62		21130	2520	108	430233	350 101000
4	74662	06/16/16	168.82		21130	2520	108	430233	350 101000
5	74664	06/16/16 Crushed Rock	169.71*		21130	2510	107	430234	350 101000
6	74665	06/16/16	166.52*		21130	2510	107	430234	350 101000
7	74680	06/16/16	141.84*		21130	2510	107	430234	350 101000
8	51693	06/24/16 Concrete	147.50		22003	5210	22	430530	230 101000
9	51693	06/24/16	147.50		22003	5210	80	430540	230 101000
10	51640	06/16/16 Curb Stop Texas Club	119.00*		21783	5210	23	430550	235 102270
127459	77516S	4008 PITNEY BOWES	267.12						
1	222222	06/04/16 Quarterly Rental Invoice	89.04		127459	1000	3	410500	220 101000
2	222222	06/04/16	89.04*		127459	5210	25	430510	220 101000
3	222222	06/04/16	89.04*		127459	5310	29	430610	220 101000
127461	77589S	999999 CHASE TAILLEUR	49.45						
1	63277	06/29/16 Water Deposit Refund	49.45		127461	5210		214010	101000
127462	77590S	999999 HEATHER GAVETTE	102.74						
1	63278	06/29/16 Water Deposit Refund	102.74		127462	5210		214010	101000
127463	77591S	999999 TERRY BROWN	16.53						
1	63279	06/29/16 Water Deposit Refund	16.53		127463	5210		214010	101000

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127464	77592S	999999 BRILEE HINZ	102.74						
1	63280	06/29/16 Water Deposit Refund	102.74		127464	5210 214010		101000	
127465	77593S	716 DANA KEPNER CO	644.50						
1	4038242-00	06/20/16 Meters	332.50		21784	5210 23 430550	220	101000	
2	4038242-01	06/28/16 Meters	312.00		21784	5210 23 430550	220	101000	
127466	77594S	2240 NOLLEYS WELDING & MACHINE INC	385.00						
1	29660	06/28/16 Shelkf for E-8	385.00		21597	1000 7 420460	360	101000	
127467	77595S	1571 MACS FRONTIERLAND	2,078.82						
1	157992	06/08/16 A-20 Front Steering Repair	2,078.82		21598	5510 10 420730	364	101000	
127468	77596S	284 AQUA PURE	2,557.50						
1	MCWMT1601	06/17/16 55 Gallon of polymer 465lb	2,557.50		22004	5210 80 430540	222	101000	
127469	77597S	902 ENERGY LABORATORIES INC	1,110.00						
1	4939	06/09/16 Water Testing	112.00		22001	5210 80 430540	352	101000	
2	8720	06/24/16 WWTP Effluent	177.00		22001	5310 33 430640	352	101000	
3	6389	06/16/16 2214 Edgewood	612.00		22001	5210 80 430540	352	101000	
4	6720	06/17/16 Yellowstone River	97.00		22001	5210 80 430540	352	101000	
5	8720	06/24/16 Schools / C. Village	112.00		22001	5210 80 430540	352	101000	
127470	77598S	999999 2 M COMPANY	285.88						
1	1144636-00	06/06/16 Sprinkle System Repair	142.94		22002	5210 22 430530	230	101000	
2	1144636-00	06/06/16	142.94		22002	5210 80 430540	230	101000	
127471	77599S	4045 LAND SOLUTIONS, INC.	318.50						
1	LS15995	06/25/16 Consuling Service Planning/Zo	318.50		15995	1000 36 411020	350	101000	
127472	77600S	408 BRENNTAG PACIFIC, INC.	1,998.00						
1	BPI630702	06/06/16 WC 2099 - Polymer	1,998.00		20999	5210 80 430540	222	101000	
127473	77508S	1286 DENNIS HIRSCH	9,175.24						
1	DH21133	06/30/16 June Building Permits	8,596.00*		21133	2394 18 420531	350	101000	
2	DHTraining	06/30/16 BOA Training Workshop	579.24		21133	2394 18 420531	380	101000	
127474	77601S	999999 SWANSTAN EQUIPMENT CORP.	4,025.71						
1	P23754	07/01/16 Pump Viking - L3 F11002	3,220.57*		21611	2510 107 430220	363	101000	
2	P23754	07/01/16	805.14		21611	2520 108 430220	363	101000	

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127475	77602S	721 DALES CLEANING SERVICE	600.00						
1	DCS127475	06/28/16 Cleaning City Hall	600.00		127475	1000 8 411230	360	101000	
127476	77532S	999999 SAMANTHA MALENOSKY	351.00						
1	ADR21137	07/06/16 Travel to Helena - FloodPlai	351.00		21137	1000 201 431200	370	101000	
127477	77603S	390 JERRYS REFRIGERATION SERV INC	147.30						
1	99935	07/01/16 Repair AC City Hall	52.30		21134	1000 8 411230	230	101000	
2	99935	07/01/16	95.00		21134	1000 8 411230	360	101000	
127478	77533S	4046 BILL RONNING	60.50						
1	1506204129	07/16/16 Cell Reimb	48.40		127478	2510 107 430220	345	101000	
2	1506204129	07/16/16	12.10		127478	2520 108 430220	345	101000	
127479	77604S	523 CITY SERVICE, INC.	1,875.00						
1	WO41538	07/06/16 Truck Principle	1,694.40*		499	5610 87 490500	650	101000	
2	WO41538	07/06/16 Truck Interest	155.60*		499	5610 87 490500	651	101000	
3	WO35164	02/15/16 Training	50.00*		499	5610 87 430300	380	101000	
4	WO36268	04/15/16 Credit for Training	-25.00*		499	5610 87 430300	380	101000	
127480	77517S	999999 NATIONAL JUDGES ASSOCIATION	90.00						
1	972	06/01/16 Annual Dues	90.00*		20058	1000 6 410300	334	101000	
127481	77605S	999999 SYN-TECH SYSTEMS	44.55						
1	128703	06/16/16 Software Assist Fuel Master	44.55*		498	5610 87 430300	230	101000	
127482	77606S	4000 AG PARTNERS. LLC	3,628.74						
1	1A7655	06/14/16 MEC, AMINE D	125.00		21125	1000 13 460433	222	101000	
2	1A7656	06/14/16 Carbaryl 4L	490.00		21125	1000 13 460433	222	101000	
3	1A7755	06/29/16 Mad dog 5.4, MEC, AMINE D	320.00		21125	1000 13 460433	222	101000	
4	1A7506	05/31/16 Urea, Potash, MAP	1,641.02		21125	1000 13 460433	222	101000	
5	F/C	06/30/16 Finance Charge	28.72		21125	1000 13 460433	222	101000	
6	11192	06/29/16 Merit 75 WSP - ball fields	1,024.00		21131	1000 13 460433	222	101000	
127483	77607S	1120 GLADER ELECTRIC CO	2,220.93						
1	79434	06/30/16 Connor Stadium	1,580.00*		21138	1000 13 460433	360	101000	
2	79433	06/30/16 Parks Supplies	74.50*		21138	1000 13 460433	360	101000	
3	79446	06/14/16 Restrooms	79.00*		21138	1000 13 460433	360	101000	
4	79428	06/28/16 Riverside	42.50*		21138	1000 13 460433	360	101000	
5	79515	06/15/16 Texas Club	39.50		21138	2440 50 430263	360	101000	
6	79401	06/07/16 City Hall	38.43*		21138	1000 8 411230	220	101000	
7	79401	06/07/16	79.00		21138	1000 8 411230	360	101000	
8	79045	06/30/16 Balsam	129.00*		21138	2430 49 430263	360	101000	
9	79772	06/02/16 Battery Backup	159.00		22006	5310 33 430640	230	101000	

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127484	77534S 1193 SANDRA K. PEARCY	17.94							
1	02471 06/14/16 Water for City Court	17.94		20059	1000 6 410300	220		101000	
127485	77608S 4146 Car Quest - East-Mont Auto	1,970.88							
1	14441-1190 06/29/16 Special Order Tools	1,970.88*		21615	6040 910 430220	214		101000	
127486	77609S 2710 SELBYS	785.00							
1	9001789-00 06/22/16 Auto Desk Subscription	785.00		21120	1000 201 431200	214		101000	
127487	77610S 673 CUSTER NETWORK AGAINST DOMESTIC	2,597.00							
1	04/30/16 April	822.33			7471 212500			101000	
2	05/31/16 May	813.67			7471 212500			101000	
3	06/30/16 June	961.00			7471 212500			101000	
127489	77611S 1407 KADRMAS LEE & JACKSON INC	1,369.05							
1	10070718 06/17/16 GIS Data Mainenance	1,369.05		21314	2850 105 420140	350		101000	
127490	77612S 999999 BAKER RECRECTIONAL CENTER	940.00							
1	MILESCITY 06/04/16 Lifeguard Classes	940.00		21119	1000 14 460445	380		101000	
127491	77613S 910 EVERGREEN LANDSCAPING	3,013.85							
1	11661 06/14/16 Valve Boxes	3,013.85*		21127	1000 13 460433	230		101000	
127492	77614S 3101 WATCO INC	91.61							
1	20535 06/16/16 O-Ring	91.61*		21128	1000 13 460433	230		101000	
127493	77615S 1986 JACKS BODY SHOP	264.00							
1	5677 06/17/16 PD -Tow Chevy Malibu	132.00*		21312	1000 5 420140	220		101000	
2	5829 06/18/16 PD - Tow 97 Chevy P/U 1500	132.00*		21312	1000 5 420140	220		101000	
127494	77616S 870 EAST MAIN ANIMAL CLINIC	745.95							
1	EMAC062016 06/30/16 Vwt Fees for Cats & Dogs	745.95*		21875	1000 21 440600	350		101000	
127495	77617S 1050 FRANKS BODY SHOP	126.50							
1	44962 05/31/16 PD - Tow Chevy Express BEX-177	126.50*		21873	1000 5 420140	220		101000	
127497	77618S 999999 ELEANOR LAVIN	200.00							
1	MHCON 06/20/16 Metal Health Consult	200.00*		21877	1000 5 420140	350		101000	
127500	77619S 1321 HOLMLUND MOBILE LOCK & KEY	90.00							
1	30959 07/01/16 Back Door Lock	20.00*		21140	1000 8 411230	220		101000	
2	30959 07/01/16	70.00		21140	1000 8 411230	360		101000	

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127505	77620S	4147 Bestway Taxi, LLC	112.50						
1	BC062016	06/02/16 Volunteer Fare	112.50		21204	2985	15 450330	379	101004
127506	77518S	1721 MID RIVERS TELEPHONE CORP	3,896.32						
1	06/30/16	TELEPHONE/INTERNET/CABLE/Judge	105.24		20057	1000	6 410300	345	101000
2	06/30/16	TELEPHONE/INTERNET/CABLE/Judge	118.10		20057	1000	6 410300	347	101000
3	06/30/16	TELEPHONE/INTERNET/CABLE/Libry	136.00		20585	2220	16 460100	345	101000
4	06/30/16	TELEPHONE/INTERNET/CABLE/Libry	122.44		20585	2220	16 460100	347	101000
5	06/30/16	TELEPHONE/INTERNET/CABLE/SmPol	85.98*		21123	1000	14 460445	345	101000
6	06/30/16	TELEPHONE/INTERNET/CABLE/ 911	300.06*		21307	2850	105 420140	345	101000
8	06/30/16	TELEPHONE/INTERNET/CABLE/child	80.60*		21876	1000	5 420140	220	101000
9	06/30/16	TELEPHONE/INTERNET/CABLE/rsvp	122.13*		21201	2985	15 450330	345	101006
10	06/30/16	TELEPHONE/INTERNET/CABLE/Airpt	99.65		491	5610	87 430300	345	101000
11	06/30/16	TELEPHONE/INTERNET/CABLE/Airpt	61.60*		491	5610	87 430300	319	101000
12	06/30/16	TELEPHONE/INTERNET/CABLE/Airpt	27.20		491	5610	87 430300	347	101000
14	06/30/16	TELEPHONE/INTERNET/CABLE/mayor	31.89			1000	1 410200	345	101000
15	06/30/16	TELEPHONE/INTERNET/CABLE/fin	53.47			1000	3 410500	345	101000
16	06/30/16	TELEPHONE/INTERNET/CABLE/fin	19.50*			1000	3 410500	347	101000
17	06/30/16	TELEPHONE/INTERNET/CABLE/atny	5.58			1000	4 411100	345	101000
18	06/30/16	TELEPHONE/INTERNET/CABLE/pd	314.05			1000	5 420140	345	101000
19	06/30/16	TELEPHONE/INTERNET/CABLE/pd	65.69*			1000	5 420140	347	101000
20	06/30/16	TELEPHONE/INTERNET/CABLE/disp	312.15			1000	5 420160	345	101000
21	06/30/16	TELEPHONE/INTERNET/CABLE/fire	162.92*			1000	7 420460	345	101000
22	06/30/16	TELEPHONE/INTERNET/CABLE/fire	135.60			1000	7 420460	347	101000
23	06/30/16	TELEPHONE/INTERNET/CABLE/tres	5.66*			1000	9 410540	345	101000
24	06/30/16	TELEPHONE/INTERNET/CABLE/park	41.74*			1000	13 460433	345	101000
25	06/30/16	TELEPHONE/INTERNET/CABLE/park	37.60*			1000	13 460433	347	101000
26	06/30/16	TELEPHONE/INTERNET/CABLE/ACtr	40.03*			1000	21 440600	345	101000
27	06/30/16	TELEPHONE/INTERNET/CABLE/plng	78.51*			1000	36 411020	345	101000
28	06/30/16	TELEPHONE/INTERNET/CABLE/bldg	26.36			2394	18 420531	345	101000
29	06/30/16	TELEPHONE/INTERNET/CABLE/md204	68.42			2510	107 430220	345	101000
30	06/30/16	TELEPHONE/INTERNET/CABLE/md205	33.74			2520	108 430220	345	101000
31	06/30/16	TELEPHONE/INTERNET/CABLE/wp1nt	77.19			5210	22 430530	345	101000
32	06/30/16	TELEPHONE/INTERNET/CABLE/wp1nt	80.25*			5210	22 430530	347	101000
33	06/30/16	TELEPHONE/INTERNET/CABLE/wt1ns	37.90*			5210	23 430550	345	101000
34	06/30/16	TELEPHONE/INTERNET/CABLE/wt1ns	11.40			5210	23 430550	347	101000
35	06/30/16	TELEPHONE/INTERNET/CABLE/wtadm	48.08*			5210	25 430510	345	101000
36	06/30/16	TELEPHONE/INTERNET/CABLE/wtadm	14.00			5210	25 430510	347	101000
37	06/30/16	TELEPHONE/INTERNET/CABLE/wwadm	48.06*			5310	29 430610	345	101000
38	06/30/16	TELEPHONE/INTERNET/CABLE/wwadm	19.51*			5310	29 430610	347	101000
39	06/30/16	TELEPHONE/INTERNET/CABLE/sw1ns	37.89*			5310	31 430630	345	101000
40	06/30/16	TELEPHONE/INTERNET/CABLE/sw1ns	11.40*			5310	31 430630	347	101000
41	06/30/16	TELEPHONE/INTERNET/CABLE/wwpln	35.93			5310	33 430640	345	101000
42	06/30/16	TELEPHONE/INTERNET/CABLE/wwpln	45.60*			5310	33 430640	347	101000
43	06/30/16	TELEPHONE/INTERNET/CABLE/amb	110.37*			5510	10 420730	345	101000
44	06/30/16	TELEPHONE/INTERNET/CABLE/amb	28.24*			5510	10 420730	347	101000

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45	06/30/16	TELEPHONE/INTERNET/CABLE/shop	39.00*			6040 910 430220	345	101000
46	06/30/16	TELEPHONE/INTERNET/CABLE/shop	56.89*			6040 910 430220	347	101000
47	06/19/16	RSVP Phone Install	502.70		21200	2985 15 450340	345	101004
127508	77519S	2830 STAR PRINTING & SUPPLY	304.18					
11	241982	06/24/16 Library - Copy contract	34.02		20584	2220 16 460100	210	101270
14	242155	06/24/16	131.24		20584	2220 16 460100	210	101000
17	241930	06/24/16 FD - Service Contract	100.02*		21595	1000 7 420460	210	101000
19	241930	06/24/16	38.90		21595	5510 10 420730	210	101000
127509	77539S	2831 MILES CITY STAR ADVERTISING	2,262.36					
4	170463	06/25/16 Finance - Resolution 3923	99.00*		21443	1000 3 410500	330	101000
5	171670	06/24/16 Historical Press	462.00*		21146	1000 13 460435	210	101000
6	171532	06/23/16 Planning - Transco	48.00		21139	1000 36 411020	350	101000
7	170856	06/02/16 Flood	90.00		21139	1000 201 431200	331	101000
9	170912	06/06/16 Flood	90.00		21139	1000 201 431200	331	101000
10	169463	05/05/16 Flood	84.00		21144	1000 201 431200	331	101000
11	169925	06/14/16 Flood	84.00		21144	1000 201 431200	331	101000
12	169578	05/10/16 Flood	84.00		21144	1000 201 431200	331	101000
13	170466	05/27/16 Flood	84.00		21144	1000 201 431200	331	101000
14	170860	06/03/16 WWTP/ WTP Ad	29.80		22007	5210 80 430540	330	101000
15	171669	06/24/16 BLD Inspector	24.00*		21139	2394 18 420531	331	101000
16	169572	05/09/16	145.28*		21144	2394 18 420531	331	101000
17	169792	05/16/16	178.80*		21144	2394 18 420531	331	101000
18	169389	05/31/16	178.80*		21144	2394 18 420531	331	101000
19	169447	05/04/16	186.25*		21144	2394 18 420531	331	101000
20	170077	05/23/16	178.80*		21144	2394 18 420531	331	101000
21	171177	06/23/16	48.00		21144	1000 201 431200	331	101000
22	169447	05/03/16	167.63*		169447	2394 18 420531	331	101000
127510	77621S	700 CUSTER COUNTY WATER & SEWER	15,772.65					
1	06302016	06/30/16 Water and Sewer Collections	15,772.65		CC0616	7980 211020		101000
127512	77540S	394 BOSS INC	11,874.49					
1	99407-0	05/25/16 Finance	177.73		21445	1000 3 410500	220	101000
2	101942-0	06/10/16	141.82		21445	1000 3 410500	214	101000
3	100995-0	06/06/16 Finance	177.74*		21445	5310 29 430610	220	101000
4	99407-0	05/25/16	177.74*		21445	5210 25 430510	220	101000
5	102073-0	06/13/16	141.83		21445	5210 25 430510	214	101000
6	102774-0	06/23/16	141.83		21445	5310 29 430610	214	101000
20	102533-0	06/15/16 Jeff's - Computer Repair	42.50		18164	1000 4 411100	350	101000
21	101874-0	06/10/16 Jeff's - Fix Computer Crash	150.00		18164	1000 4 411100	350	101000
25	03/29/16	PD - Printer Cartridge	0.00*			1000 5 420140	210	101000
26	100902-0	06/03/16 RSVP Computer Repair	25.00*		19999	2985 15 450340	220	101006
27	97273-0	05/20/16 Copier	10,268.00*		21113	2394 18 420531	930	101000
28	101524-0	06/08/16 Copier - Setup	320.00*		21122	2394 18 420531	930	101000
29	101481-0	06/09/16 City Court - Supplies	110.30		20061	1000 6 410300	210	101000

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127514	77536S	373 MASTERCARD	22,229.27					
8	06/20/16		38.70*			1000 5 420140	210	101000
10	06/20/16		74.14*			1000 5 420140	220	101000
11	06/20/16		373.48*			1000 5 420140	230	101000
12	06/20/16		71.01*			1000 5 420140	311	101000
13	06/20/16		1,166.00			1000 5 420140	366	101000
19	06/20/16		13.89*			1000 7 420460	210	101000
24	06/20/16		128.32			1000 7 420460	230	101000
27	06/20/16		415.72*			1000 7 420460	370	101000
28	06/20/16		120.00			1000 7 420460	380	101000
29	06/20/16		52.48*			1000 7 420460	382	101000
31	06/20/16		53.88*			1000 8 411230	220	101000
33	06/20/16		101.89			1000 13 460433	220	101000
37	06/20/16		39.96			1000 13 460433	222	101000
38	06/20/16		525.97*			1000 13 460433	230	101000
39	06/20/16		114.99			1000 13 460433	226	101000
41	06/20/16		997.32			1000 13 460433	930	101000
42	06/20/16		787.40			1000 13 460433	940	101000
43	06/20/16		155.29			1000 14 460445	220	101000
45	06/20/16		382.78*			1000 14 460445	230	101000
46	06/20/16		236.52			1000 14 460445	222	101000
47	06/20/16		27.69			1000 21 440600	220	101000
51	06/20/16		44.83*			1000 36 411020	210	101000
52	06/20/16		295.00			1000 36 411020	380	101000
53	06/20/16		84.11			1000 36 411020	311	101000
58	06/20/16		187.66			2220 16 460100	311	101000
59	06/20/16		912.74			2220 16 460100	382	101000
60	06/20/16		26.71			2220 16 460100	360	101000
63	06/20/16		129.99			2394 18 420531	210	101000
68	06/20/16		79.99			2510 107 430220	214	101000
69	06/20/16		18.38			2510 107 430220	220	101000
71	06/20/16		1,144.31			2510 107 430220	230	101000
72	06/20/16		567.75*			2510 107 430220	363	101000
74	06/20/16		19.99			2520 108 430220	214	101000
75	06/20/16		4.60			2520 108 430220	226	101000
76	06/20/16		286.07			2520 108 430220	230	101000
78	06/15/16		29.36			2850 105 420140	210	101000
79	06/15/16		67.90			2850 105 420140	214	101000
80	06/15/16		19.47			2850 105 420140	220	101000
81	06/20/16		141.93			2520 108 430220	363	101000
85	06/20/16		14.85*			2985 15 450330	220	101004
87	06/20/16		23.88			5210 22 430530	210	101000
88	06/20/16		171.05			5210 22 430530	214	101000
89	06/20/16		69.80			5210 22 430530	220	101000
90	06/20/16		198.88			5210 22 430530	370	101000
91	06/20/16		76.98			5210 22 430530	230	101000

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95	06/20/16		299.00			5210	23 430550	214	101000
96	06/20/16		31.48			5210	23 430550	220	101000
97	06/20/16		75.00			5210	23 430550	226	101000
98	06/20/16		655.88*			5210	23 430550	230	101000
99	06/20/16		2,486.86*			5210	23 430550	234	101000
100	06/20/16		1,468.18*			5210	23 430550	235	102270
101	06/20/16		781.41*			5210	23 430550	363	101000
102	06/20/16		202.01			5210	23 430550	400	101000
107	06/20/16		69.80*			5210	80 430540	210	101000
108	06/20/16		449.59			5210	80 430540	222	101000
109	06/20/16		76.98			5210	80 430540	230	101000
110	06/20/16		1.98			5210	80 430540	311	101000
116	06/20/16		18.49			5310	31 430630	220	101000
117	06/20/16		74.99			5310	31 430630	226	101000
118	06/20/16		12.38			5310	31 430630	230	101000
119	06/20/16		16.72*			5310	31 430630	311	101000
120	06/20/16		781.41*			5310	31 430630	363	101000
121	06/20/16		202.01			5310	31 430630	400	101000
126	06/20/16		66.27			5310	32 430690	230	101000
129	06/20/16		38.00			5310	33 430640	220	101000
130	06/20/16		425.44*			5310	33 430640	222	101000
131	06/20/16		58.41			5310	33 430640	230	101000
132	06/20/16		2.66			5310	33 430640	311	101000
135	06/20/16		198.88			5310	33 430640	370	101000
136	06/20/16		190.37			5510	10 420730	210	101000
137	06/20/16		55.00			5510	10 420730	214	101000
138	06/20/16		941.86*			5510	10 420730	222	101000
139	06/20/16		20.90			5510	10 420730	241	101000
140	06/20/16		59.00*			5510	10 420730	347	101000
141	06/20/16		161.66*			5510	10 420730	370	101000
142	06/20/16		555.00*			5510	10 420730	380	101000
143	06/20/16		66.45			5510	10 420730	400	101000
147	06/15/16		171.15*			5610	87 430300	230	101000
148	06/15/16		109.31			5610	87 430300	345	101000
149	06/15/16		194.90			5610	87 430300	363	101000
152	06/15/16		716.18*			6040	910 430220	210	101000
127515	77520S	353 BIG SKY ELEVATOR SERVICE LLC	16,275.00						
1	2330	06/30/16 Elevator Update	16,275.00		21143	4000	501 410100	940	101000
127516	77522S	4089 INTERSTATE POWER SYSTEMS-NW7244	20,711.23						
1	R00703574:	06/14/16 Engine 8 - Insurance Repai	20,711.23*		22058	1000	7 420460	364	101000

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Claim	Vendor #/Name/		Document \$/	Disc \$					Cash
Line #	Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account	
127517	77622S	361 BILLS TRUCK SERVICE	95.25						
1	008075	06/07/16 Engine 8 - Repair A/C	95.25		22053	1000 7 420460	230	101000	
127518	77623S	2510 QUAD K SUPPLY	60.00						
1	44318	06/30/16 Disinfectant Spray	43.20		22056	1000 7 420460	220	101000	
2	44318	06/30/16	16.80		22056	5510 10 420730	220	101000	
127519	77624S	2856 DXP ENTERPRISES INC.	114.95						
1	48027651	07/07/16 SCBA Air Testing	114.95		22061	1000 7 420460	220	101000	
127520	77625S	291 ECOLAB PEST ELIMINATION DIVISION	100.00						
1	8027306	07/11/16 Pest Control - Mouse Bait	72.00		22062	1000 7 420460	220	101000	
2	8027306	07/11/16	28.00		22062	5510 10 420730	220	101000	
127521	77535S	999999 DAWN COLTON	238.26						
1		06/03/16 Credit Card Reimbursement	237.26*		15996	1000 36 411020	370	101000	
2		05/27/16 Travel Expence Voucher Diff.	1.00*		15993	1000 36 411020	370	101000	
127530	77626S	1825 MILES COMMUNITY COLLEGE	50.00						
1	MCCC7116	07/01/16 MCC Membership - Farrington	50.00		21878	1000 5 420140	334	101000	
127531	77627S	999999 AMBIO BIOFILTRATION LTD	456.00						
1	4259	07/06/16 Fuses and new fan	456.00		21000	5310 33 430640	230	101000	
127532	77537S	4019 WEX Bank	8,575.77						
1	46002748	06/30/16 FUEL	723.92		21136	1000 13 460433	231	101000	
3		06/30/16 FUEL	1,829.53		21136	2510 107 430220	231	101000	
4		06/30/16 FUEL	457.38		21136	2520 108 430220	231	101000	
5		06/30/16 FUEL	95.58		21136	6040 910 430220	231	101000	
6		06/30/16 FUEL	82.50		22008	5210 22 430530	231	101000	
7		06/30/16 FUEL	82.50		22008	5210 80 430540	231	101000	
8		06/30/16 FUEL	101.87		22008	5310 33 430640	231	101000	
9		06/30/16 FUEL	158.66		22008	5310 32 430690	231	101000	
10		06/30/16 FUEL	617.16		22059	1000 7 420460	231	101000	
11		06/30/16 FUEL	599.76		22059	5510 10 420730	231	101000	
12		06/30/16 FUEL	1,514.35		21879	1000 5 420140	231	101000	
13		06/30/16 FUEL	81.47		21879	1000 21 440600	231	101000	
15		06/30/16 FUEL	923.14		21789	5210 23 430550	231	101000	
16		06/30/16 FUEL	923.13		21789	5310 31 430630	231	101000	
17		06/30/16 FUEL	384.82		502	5610 87 430300	231	101000	

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
127533	77628S	4001 CRITELLI COURIERS, INC.	224.00					
1	7390B	06/01/16 Book Crate Delivery	224.00		20587	2880 39 460100	311	101000
127534	77629S	485 CENTURY COMPANIES, INC.	358,255.56					
1	12958	06/30/16 Paving #204	189,681.44		21141	2510 107 430233	350	101000
2	12958	06/30/16 Paving #205	110,810.66		21141	2520 108 430233	350	101000
3	12958	06/30/16 204 Cub	38,967.40*		21141	2510 107 430234	350	101000
4	12958	06/30/16 Cold Mix 100 Ton	9,000.00*		21141	5210 23 430550	230	101000
5	12958	06/30/16 Dickinson Street Mix	13,414.80		21141	5210 23 430550	940	101000
6		06/30/16 Dept of Revenue	-2,894.99		21142	2510 107 430233	350	101000
7		06/30/16	-723.75		21142	2520 108 430233	350	101000
127536	77630S	771 DEPT OF REVENUE	3,618.74					
6		06/30/16 Dept of Revenue	2,894.99		21142	2510 107 430233	350	101000
7		06/30/16	723.75		21142	2520 108 430233	350	101000
127537	77631S	2171 MUGGLI WELDING	3,164.88					
1	0367	06/30/16 Fabrication and Welding Wibaux	3,164.88*		21145	1000 13 460435	350	101000
127538	77632S	356 BILLINGS GAZETTE	614.10					
1	20748614	07/06/16 Legal Ad - Wibaux Park	614.10*		21147	1000 13 460435	210	101000
127539	77633S	652 CUSTER COUNTY SHERIFF	500.00					
1	I000456	06/22/16 Dale Tredway - Jail Time	500.00		20062	1000 6 410300	220	101000
127540	77634S	999999 POLLARD WATER #3325	2.28					
1		Service 06/30/16 Sevice Charge	2.28*		21791	5210 23 430550	230	101000
127541	77635S	3039 UTILITIES UNDERGROUND LOCATION	185.64					
1	6065087	06/30/16 Locates	92.82*		21790	5210 23 430550	350	101000
2	6065087	06/30/16	92.82		21790	5310 31 430630	350	101000
127544	77636S	999999 EMERGENCY APPARATUS MAINTENANCE	662.06					
1	87021	05/04/16 Valve Kits - Headlight Bezel	662.06		22054	1000 7 420460	230	101000
# of Claims 152			Total: 1194,231.90					