

# CITY OF BILLINGS

## CITY OF BILLINGS VISION STATEMENT:

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

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### AGENDA

**COUNCIL CHAMBERS**

**February 27, 2017**

**6:30 P.M.**

**CALL TO ORDER:** Mayor Hanel

**PLEDGE OF ALLEGIANCE:** Mayor Hanel

**INVOCATION:** Councilmember Cimmino

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

**MINUTES:** February 13, 2017 - *NOT Fully-Prepared for Approval.*

**COURTESIES:** Yellowstone County Lodging Association

**PROCLAMATIONS:** Red Cross Month

### **ADMINISTRATOR REPORTS - TINA VOLEK**

**PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1, 2, 4b and 7 ONLY.**  
**Speaker sign-in required.** (Comments offered here are limited to one (1) minute for one item, or three (3) minutes for multiple items. Please sign in at the cart located at the back of the council chambers or at the podium. Comment on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For Items not on this agenda, public comment will be taken at the end of the agenda.)

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

A. **Bid Awards:**

1. **W.O. 17-03, Contract #1 City Chip Seal.** (Opened 2/14/17) Schedule 1 with Additive Alternate A: Recommend Knife River; \$884,713.67. Schedule 2: Recommend Hardrives Construction, Inc.; \$117,649.
2. **W.O. 17-03, Contract #2 City Overlay.** (Opened 2/14/17) Recommend Knife River; \$1,232,661.77.
3. **W.O. 15-18, Clearwell No. 2 Interior Re-coat.** (Opened 2/14/17) Recommend Coblaco Services, Inc.; \$549,410.50.
4. **2017 Trailer with CCTV Inspection Equipment.** (Opened 2/14/17) Recommend Titan Machinery; \$171,781.

B. **Audit Services Contract** with JCCS for 3 years (FY17-19), and authorizing the Mayor to execute a second 3-year term contract (FY20-22) if the terms and conditions are acceptable to all parties, \$174,470.

C. **Professional Services Contract** for engineering design for W.O. 17-09 Leavens Reservoir Liner; HDR Engineering, Inc.; not to exceed \$159,400.

D. **Professional Services Contract** for the design and construction administration of W.O. 17-14, Grand Avenue Water and Sanitary Sewer Extension Project to Territorial Landworks, Inc.; \$129,072.

E. **Bus/Bench Advertising Concessionaire Agreement** with Blair Unlimited, Inc.; minimum \$50,000/yr. for 5 years.

F. **Resolution of Intent** to assess Hope Church for its portion of construction costs for W.O.16-09, Grand Avenue improvements from 52nd Street West to 58th Street West and setting a public hearing of 03/27/2017.

G. **Bills and Payroll:**

1. January 30, 2017
2. February 6, 2017

## **REGULAR AGENDA:**

2. **APPROVAL** of Revised Use Agreement with Amend Park Development Council (APDC); one (1) year, renewable for a like term, for each year up to five (5) years. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
3. **PUBLIC HEARING AND RESOLUTION** assessing the cost of cutting and/or exterminating weeds. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
4. **HOBBYIST BEEKEEPING:**
  - a. **PUBLIC HEARING AND FIRST READING ORDINANCE** allowing hobbyist beekeeping in the City limits. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
  - b. **RESOLUTION** amending Resolution No. 12-19226, establishing an annual hobbyist beekeeper permit fee, assessed by Animal Control Division. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
5. **PUBLIC HEARING AND FIRST READING ORDINANCE** repealing Section 7-602 of the Billings, Montana City Code (BMCC) regarding allowing a City official access to hotel guest registries. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
6. **PUBLIC HEARING AND APPROVAL** of the FY2017-2018 Master Work Plan.
7. **RESOLUTION** creating an ad-hoc Council advisory committee for the City Administrator selection process and selecting its committee members.

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

## **COUNCIL INITIATIVES:**

**ADJOURN:**

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

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

**Regular City Council Meeting**

**Meeting Date:** 02/27/2017

**TITLE:** Bid Award: W.O. 17-03 Contract #1 City Chip Seal

**PRESENTED BY:** David Mumford, Public Works Director

**Department:** Public Works

**PROBLEM/ISSUE STATEMENT**

This project is part of the ongoing Street Preventative Maintenance Program supported by the City Council since 1985. Annually, staff identifies streets proposed for preventative maintenance which typically includes chip seal resurfacing, overlay resurfacing, and crack sealing. Chip sealing is an economical surface treatment designed to protect and prolong the life of the pavement. The bulk of the project which is Schedule 1 will provide a chip seal on approximately 12.3 miles of streets throughout the City. It includes an Additive Alternate A to fog seal the chip seal in one area and also includes a Schedule 2 which will provide a new paved surface on three non-maintainable city streets. The attached maps show the locations of the proposed work. Staff opened bids on February 14, 2017, for the Work Order 17-03, Contract #1 City Chip Seal. The contract was advertised on January 26, February 2 and 9 in *The Billings Times* and on the City's website. Knife River submitted the lowest responsible bid for Schedule 1 which is the chip seal and Hardrives Construction, Inc submitted the lowest responsible bid for Schedule 2 which is paving a new surface on the non-maintainable streets.

**ALTERNATIVES ANALYZED**

The Council may:

- Award W.O. 17-03, Contract #1 City Chip Seal Schedule 1 with Add Alternative A to Knife River in the amount of \$884,713.67 and Schedule 2 to Hardrives Construction, Inc. in the amount of \$117,649.00; or
- Do not award a contract and reject all bids. If this project is not awarded, the deferred maintenance of City streets will increase.

**FINANCIAL IMPACT**

The following bids were received and evaluated:

Contractor	Schedule1	Schedule 2	Additive Alternate A
Knife River	\$876,953.67	\$126,478.00	\$7,760.00
Hardrives Construction, Inc.	\$980,227.26	\$117,649.00	\$9,750.00
Wharton Asphalt	\$1,021,714.55	\$158,737.50	\$8,790.00
Riverside Contracting, Inc.	\$1,158,327.66	Did Not Bid	\$11,900.00

The funding for the project was budgeted in FY17 and the source is gas tax and arterial funds.

Project Budget	\$2,925,000
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Previously Encumbered	\$0.00
This Contract	\$1,002,362.67
W.O. 17-03 Contract #2 City Overlay	\$1,232,661.77
Budget Remaining	\$689,975.56

## RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 17-03, Contract #1 City Chip Seal Schedule 1 with Additive Alternate A to Knife River in the amount of \$884,713.67 and Schedule 2 to Hardrives Construction, Inc. in the amount of \$117,649.00.

## APPROVED BY CITY ADMINISTRATOR

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### Attachments

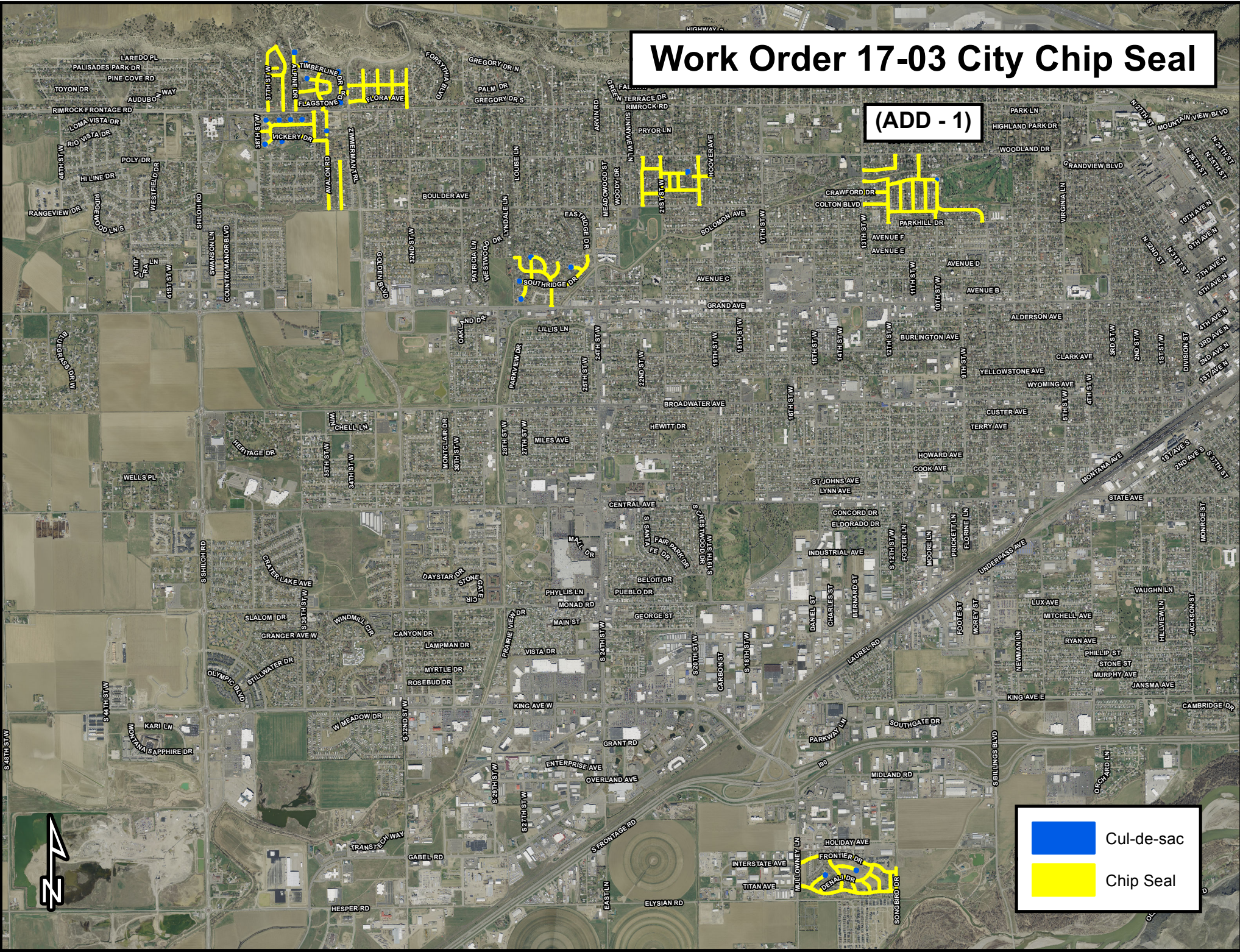
Chip Seal Map  
Non-Maintainables Map

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# Work Order 17-03 City Chip Seal

(ADD - 1)

A legend box in the bottom right corner of the map. It contains two entries: a blue square followed by the text "Cul-de-sac" and a yellow square followed by the text "Chip Seal".



# WO 17-03 City Chip Seal

## SCHEDULE 2



**Regular City Council Meeting**

**Meeting Date:** 02/27/2017

**TITLE:** Bid Award: W.O. 17-03 Contract #2 City Overlay

**PRESENTED BY:** David Mumford, Public Works Director

**Department:** Public Works

**PROBLEM/ISSUE STATEMENT**

Staff opened bids on February 14, 2017, for the 2017 Street Maintenance Program, City Overlay Contract. The contract was advertised on January 26th, February 2nd, and February 9th in *The Billings Times* and on the City's website. There were two bids and Knife River submitted the lowest responsible bid. This project is part of the ongoing Street Preventative Maintenance Program supported by the City Council since 1985. Annually, staff identifies streets proposed for preventative maintenance that includes chip seal resurfacing, overlay resurfacing, and crack sealing. This contract will provide an overlay on approximately 2.3 miles of Central Avenue. Three Additive Alternates were included with the bid. Alternate A is to extend the work from Santa Fe to N. 24th St W. Alternates B and C were additional cost to construct concrete collars around manholes and water valves. A work location map for this project is attached. Staff recommends that the project is awarded with all three alternatives .

**ALTERNATIVES ANALYZED**

The Council may:

- Award W.O. 17-03 Contract #2 City Overlay to Knife River in the amount of \$1,232,661.77; or
- Not award the contract to Knife River and reject all bids. If the contract is not awarded, the streets planned for maintenance will continue to degrade.

**FINANCIAL IMPACT**

The following bids were received and evaluated:

Contractor	Base Bid+Additive Alternates A, B, C
Knife River	\$1,232,661.77
Riverside Contracting	\$2,178,019.15

The funding for the project was budgeted in FY17 and the source is gas tax and arterial funds.

Project Budget	\$2,925,000.00
Previously Encumbered	\$0.00
This Contract	\$1,232,661.77
W.O. 17-03 Contract #1 City Chip Seal	\$1,002,362.67
Budget Remaining	\$689,975.56

**RECOMMENDATION**

Staff recommends the City Council award a contract for W.O. 17-03 Contract #2 City Overlay to Knife River in the amount of \$1,232,661.77.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

City Overlay Map

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# W.O. 17-03 CITY OVERLAY



**Regular City Council Meeting**

**Meeting Date:** 02/27/2017

**TITLE:** W.O. 15-18 Water Treatment Plant Clearwell No. 2 Interior Re-coat

**PRESENTED BY:** David Mumford, Public Works Director

**Department:** Public Works

**PROBLEM/ISSUE STATEMENT**

W.O. 15-18 will re-coat the interior of Clearwell No. 2 located at the Water Treatment Plant. Clearwell No. 2 was constructed in 1999. Typical design life of the interior coating system is around 15 years. Clearwell interiors are inspected yearly for corrosion. In 2013, it was noted that the coating system was beginning to fail and the clearwell re-coating was subsequently budgeted in the CIP. If the clearwell is not re-coated, critical structural components within the clearwell will begin to corrode and weaken.

The project was advertised on January 26, February 2 and 9 in *The Billings Times* and on the City's website. Bids were opened on February 14, 2017, and Coblaco Services, Inc. submitted the lowest responsible bid.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the construction contract with Coblaco Services, Inc. in the amount of \$549,410.50, or;
- Disapprove the construction contract with Coblaco Services, Inc. If the project is not approved then Clearwell No. 2 will continue to corrode.

**FINANCIAL IMPACT**

The following bids were received and evaluated:

Contractor	Bid Amount
Coblaco Services, Inc.	\$549,410.50
Maguire Iron, Inc.	\$590,550.00
TMI Coating	\$1,026,000.00
Great Basin Industrial	\$547,520.00*

\*Bid considered non-responsive due to not being a pre-qualified bidder and significant errors on the bid form.

Funding for this project will be from Water Funds.

Budget	\$735,000.00
Previously Encumbered	\$100,763.00
This Contract	\$549,410.50
Remaining Budget	\$84,826.50

**RECOMMENDATION**

Staff recommends that Council approve a contract with Coblaco Services, Inc. for W.O. 15-18, Clearwell No. 2 interior re-coat in the amount of \$549,410.50.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 02/27/2017

**TITLE:** Bid Award – One New Current Model 2017 Trailer with CCTV Inspection Equipment for the Public Works Department

**PRESENTED BY:** David Mumford, Public Works Director

**Department:** Public Works

**PROBLEM/ISSUE STATEMENT**

Bids were received on February 14, 2017 to purchase a 2017 trailer with CCTV inspection equipment for the Distribution and Collection Division of the Public Works Department. Staff advertised for sealed bids on February 2 and February 9, 2017. This purchase will replace unit 7990 that is included in the FY 2017 Equipment Replacement Plan (ERP) and the FY 2017 budget for the Distribution and Collection Division. Unit 7990 will be traded, so the trade-in value is reflected in the net price submitted by the bidders. The City received three bids and Titan Machinery was the only bidder to meet the minimum bid requirements.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve purchasing the 2017 trailer with CCTV inspection equipment from Titan Machinery or;
- Disapprove the purchase and reject all bids. If the new trailer with the CCTV inspection equipment is not purchased, the Public Works Department will be required to continue using the existing unit that is at or near the end of its useful life. Maintenance costs will increase and reliability will decrease.

**FINANCIAL IMPACT**

Three bids were received on February 14, 2017; however, two of the vendors did not meet the minimum bid requirements:

<b>Vendor</b>	<b>Schedule I – Trailer Including Trade</b>	<b>Schedule II – Large Robotic Tractor</b>	<b>Schedule III – Both Schedules I and II</b>
Titan Machinery	\$131,146.00	\$40,635.00	\$171,781.00

**RECOMMENDATION**

Staff recommends that Council award the contract for a 2017 trailer with CCTV inspection equipment to Titan Machinery in the amount of \$171,781.00. Unit 7990 will be traded, so the trade-in value is reflected in the net price submitted by the bidders.

**APPROVED BY CITY ADMINISTRATOR**



**Regular City Council Meeting**

**Meeting Date:** 02/27/2017

**TITLE:** Audit Services Contract

**PRESENTED BY:** Patrick M. Weber

**Department:** City Hall Administration

**PROBLEM/ISSUE STATEMENT**

The Finance Department recently prepared a RFP for annual audit services. The RFP was advertised in *The Billings Times* on December 22, and December 29, 2016, and three Billings firms and one Great Falls firm were sent copies. The RFP asked for a six (6) year commitment and fee schedule, but the State limits contracts to three (3) years. Staff is asking the City Council to approve the initial three-year contract for FY17-19, and authorize the Mayor to execute the second, three-year term contract (FY20-22) when allowed by the State (after 7-1-19) if the terms and conditions are acceptable to the parties at that time.

Proposals were received from four firms to provide audit services for the City’s regular audit, the state compliance audit, the state mandated audit of the Building Inspection Fund and federally required audit of the Airport Passenger Facilities charge. The four firms were EideBailly, Anderson ZurMuehlen, Wipfli, and Junkermier, Clark, Campanella and Stevens (JCCS).

The selection committee reviewed the proposals on Tuesday February 07, 2017. The committee was split between EideBailly and JCCS. The committee next opened the pricing proposals of JCCS and EideBailly. The JCCS pricing proposal was less than EideBailly’s by \$42,130 over the initial three-year contract term and \$84,860 less over the six-year period.

The two top firms and the fees quoted for each year are as follows:

Firm	FY17	FY18	FY19	FY20	FY21	FY22	Total
JCCS	\$57,490	57,490	59,490	59,490	61,490	61,490	\$356,940
EideBailly	\$71,500	71,500	73,600	73,600	75,800	75,800	\$441,800

JCCS has conducted audits for the Cities of Billings, Great Falls, and several smaller cities in Montana.

**ALTERNATIVES ANALYZED**

Council can approve the audit services contract with JCCS or not approve the contract. If Council does not approve the contract, staff requests that Council provide guidance on how to select an auditor to fulfill the state obligation.

**FINANCIAL IMPACT**

The FY16 cost for audit services was \$65,000. The proposed first year fee for JCCS is \$57,490 and over six years, the contract is \$84,860 less than the second place company proposal. The audit is a General Fund expense, but some of those costs are recaptured from other Funds through the Cost Allocation Plan.

## **RECOMMENDATION**

Staff recommends that the City Council award the auditing contract to JCCS based on their experience with similar sized cities and better pricing, authorize the Mayor to sign the three-year agreement that will be submitted to the State of Montana for approval and authorize the Mayor to execute a future three-year agreement after 7/1/19 if, at that time, the proposed terms and conditions are acceptable to JCCS and the City.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

State Audit Contract

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**DEPARTMENT OF ADMINISTRATION**  
**LOCAL GOVERNMENT SERVICES BUREAU**  
**STANDARD AUDIT CONTRACT**

THIS CONTRACT is made this xxx day of xxx, 2017, by and between

Junkermier Clark Campanella & Stevens, P.C.

**Certified or Licensed Public Accountant**  
**("Contractor"),**

City of Billings, Montana

**Governmental Entity**  
**("Entity"),**

and the **Montana Department of Administration, Local Government Services Bureau, ("State")**, PO Box 200547, Helena, MT 59620-0547 acting under the authority of Title 2, Chapter 7, Part 5, of the Montana Code Annotated.

1. **State Approval:** This contract is not effective with respect to any party until it is approved and signed by the State, as required by Section 2-7-506(3), MCA. The Contractor may not begin any audit work until the State gives this approval. If the Contractor begins work before the State has approved and signed the contract and the State subsequently does not approve and sign the contract, the Contractor is not entitled to receive any compensation for the work performed.

2. **Audit Period and Payment:** This contract covers the following audit period(s):  
July 1, 2016 to June 30, 2019.

A. The Entity shall pay the Contractor for the audit work on the basis of time and necessary out-of-pocket expenses, which will not exceed:

\$ 57,490 for initial (or sole) audit covering 07 /01 /16 to 06 /30 /2017.

\$ 57,490 for subsequent audit covering 07 / 01 / 17 to 06 /30 /2018.

\$ 59,490 for subsequent audit covering 07 /01 /18 to 06 /30 /2019.

The Entity shall pay the fees listed in Appendices A, B & C, as applicable, which are attached hereto and incorporated by reference.

B. If the cost of any subsequent audit is not agreed upon at the time this contract is executed, the Contractor and the Entity shall negotiate the cost at a later date. The results of this negotiation will be set forth in the Appendices and made a part of this contract. The Contractor shall provide the State and the Entity with a copy of the appropriate Appendices.

C. The contract payments do not include the cost of additional work that may be required if the Contractor discovers a defalcation or material irregularity. Any change in the scope of the audit services to be provided under this contract requires a contract amendment.

2. continued:
- D. The Contractor may submit interim bills to the Entity each month, based upon the estimated percentage of contract completion. The Entity may retain 10 percent of each of these estimates until the Contractor has delivered the final audit report, at which time the Entity shall release the amount retained.
3. **Audit Scope:** The Contractor shall conduct a financial statement audit of the Entity as follows:
- A. The Contractor shall conduct the audit in accordance with (i) generally accepted auditing standards adopted by the American Institute of Certified Public Accountants and (ii) the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. The objective of the audit is the expression of the Contractor's opinion on the Entity's financial statements. The Contractor shall obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Accordingly, a material misstatement may remain undetected. Also, the audit is not designed to detect error or fraud that is immaterial to the financial statements. If the Contractor's opinion on the Entity's financial statements is other than unqualified, the Contractor shall fully discuss the reasons with the Entity in advance of issuing a report. If, for any reason, the Contractor is unable to complete the audit or is unable to form or has not formed an opinion, the Contractor may decline to express an opinion or decline to issue a report as a result of the engagement.
- B. The Contractor shall include tests of internal control over financial reporting, but the audit is not designed to provide an opinion on internal control or to identify significant deficiencies. The Contractor, however, shall make the Entity aware, in writing, of any significant deficiencies that come to the Contractor's attention.
- C. The Contractor shall include the following tests of compliance and other matters as required by Government Auditing Standards. These tests, however, will not be designed to provide an opinion on such compliance. The Contractor shall determine whether:
- (1) the Entity has complied with all appropriate statutes and regulations, as required by Section 2-7-502, MCA;
  - (2) the Entity has complied with the provisions of each of its revenue bond ordinances and indenture agreements;
  - (3) if the audit is of a county, city or town, money is or has been retained in a local charge for services fund contrary to the requirements of Sections 17-2-301 through 17-2-303, MCA, as required by Section 17-2-302, MCA. **The Contractor shall report any findings of noncompliance with the provisions of these statutes, regardless of materiality;** and
  - (4) if the audit is of a county or consolidated city/county government, the Entity has complied with state laws relating to receipts and disbursements of agency funds maintained by the Entity, as required by Section 2-7-505, MCA.
- D. When applicable, the audit must meet all requirements of the Federal Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996 and OMB Circular A-133.
- E. The audit scope with regard to federal financial assistance for each fiscal year covered by this audit

contract must be as specified in Appendices A, B and C.

3. continued:

F. Except as provided below, for purposes of determining the scope of the audit, the Entity is considered the financial reporting entity as defined by the Governmental Accounting Standards Board. This provision does not preclude the Entity from engaging a different audit firm for the audit of a segment, fund or component unit of the Entity. However, both the Entity and Contractor shall notify the State whenever the Entity elects to engage a different audit firm for the audit of a segment, fund or governmental component unit. Such additional audit must be contracted for on the State's Standard Audit Contract, and the audit firm shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State.

If this contract is for an audit of a segment, fund, or governmental component unit of the primary government, the Entity is considered to be the segment, fund or component unit.

G. Any school district audit must also include auditing procedures sufficient to provide an opinion as to whether the following supplemental information is fairly stated in relation to the basic financial statements:

- (1) the school district's enrollment for the fiscal year or years being audited as reported to the Office of Public Instruction in the Fall and Spring enrollment reports; and
- (2) when applicable, the extracurricular funds for pupil functions.

H. If the Entity is a school district or associated cooperative, the Contractor shall contact the State Office of Public Instruction and the county superintendent of schools before or during the audit of the Entity. The Contractor shall determine whether those offices are aware of potential financial or legal compliance problems relating to the Entity that could affect the scope of the audit.

I. The Contractor shall immediately notify the Entity and the State in writing of any material irregularities it discovers. If the Entity is a school district or special education cooperative, the Contractor shall also immediately notify the State Office of Public Instruction in writing.

J. The Contractor shall provide the Entity with a copy of its most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the contract period.

K. The Contractor shall notify the Entity of all proposed audit adjustments and, if the Entity concurs, shall obtain written acceptance of these proposed adjustments. The State reserves the right to request documentation of these proposed and accepted audit adjustments.

4. **Entity's Responsibilities:** The Entity shall be responsible for:

- A. its basic financial statements, including note disclosures;
- B. all supplementary information required by GASB and by provisions of this contract;
- C. establishing and maintaining effective internal control over financial reporting, including internal controls related to the prevention and detection of fraud;

- D. ensuring that it complies with the laws and regulations applicable to its activities;
- 4. continued:
  - E. making all financial records and related information available to the Contractor;
  - F. the schedule of expenditures of federal awards required for audits conducted under OMB Circular A-133;
  - G. approving all proposed audit adjustments before posting, if the Entity concurs with the proposed adjustments;
  - H. adjusting the financial statements and accounting records to correct material misstatements and to agree with the audited financial statements; and
  - I. providing the Contractor, at the conclusion of the audit engagement, with a letter that confirms certain representations made during the audit, including an affirmation that the effects of any uncorrected misstatements aggregated by the auditor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
- 5. **Dates for Annual Financial Report or Trial Balance of Accounts:** The Entity shall prepare its annual financial report or a trial balance of accounts no later than the dates specified in Appendices A, B and C. If the Entity is unable to prepare its annual financial report or trial balance by the date specified in the Appendices, the Entity shall notify the Contractor and the State in writing prior to the specified dates.
- 6. **Beginning the Audit:** The Contractor shall begin the audit field work based on the schedule established in Appendices A, B and C. Under Section 2-7-503(3)(a), MCA, all audits must commence within nine months from the close of the last fiscal year of the audit period.
- 7. **Completion of Audit:** The Contractor shall deliver the audit report to the Entity and the State, based on the schedule established in Appendices A, B and C. If the Contractor cannot deliver the audit report to the Entity and the State on the date specified in the Appendices, the Contractor shall notify the Entity and the State in writing of that fact, and the reason(s) therefore. Under Section 2-7-503(3)(a), MCA, all audits must be completed and the reports issued within one year from the close of the last fiscal year covered by the audit. If the audit is conducted in accordance with the provisions of OMB Circular A-133, the Contractor shall also complete the audit and issue the audit report within the time period required by that Circular, unless a longer period has been agreed to in advance by the federal cognizant or oversight agency for audit. If the Entity has requested and received an extension of the A-133 due date from a federal agency, the Entity shall submit a copy of the approved extension to the State.
- 8. **Audit Presentation:** The final audit report must contain basic financial statements and required supplementary information consistent with financial reporting standards in effect for the year or years being audited, as established by the Governmental Accounting Standards Board. In addition, other supplementary information required by provisions within this contract and by OMB Circular A-133 must also be included, if applicable.
  - A. The final audit report must also contain any other financial statements and supporting schedules and information as agreed upon by the Entity and Contractor.
  - B. The financial statements presented must be in accordance with the financial reporting standards in effect for the year or years being audited, as described above. If the accounting records or other circumstances do not permit financial statements to comply with these requirements, the Contractor shall notify the

8. continued:

State of those conditions and describe the financial statements that will be presented. The applicable auditor's reports must also be modified as required to reflect a departure from generally accepted accounting principles.

- C. If the audit is of a school district with separate elementary and high school district general funds, the general funds must be combined as a single major fund. All other funds must be separately considered for major fund criteria.
- D. If the audit is a biennial audit covering two years, the Contractor shall present complete financial statements as specified above for each year covered by the audit. However, note disclosures for both fiscal years may be in one set of notes, with separate fiscal year disclosures as necessary. The two years must be presented under one audit report cover and opined upon in one Independent Auditor's Report.

9. **Auditor's Reports:** All audit reports must contain the following auditor's reports, which must comply with applicable professional standards in effect for the fiscal year or years being audited:

- A. an independent auditor's report on the financial statements of the Entity;
- B. a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards. If applicable, this report must include information about fraud, illegal acts, significant violations of provisions of contracts or grant agreements, and significant abuse, or indications of these acts.
- C. a report disclosing any lack of compliance with State statutes, rules, regulations, or ordinances that would not have a material effect on the financial statements, but of which the Contractor becomes aware during the course of the audit. This report must be referred to in the report required in 9.B. above. This report may be combined with other reports if appropriate, or the findings may be included in a management letter. If included in a management letter, that letter must be included as a part of, or accompanying, the audit report.
- D. a report on any supplemental schedules or information presented, if any such schedules or information are presented in the audit report. This report may be given in a supplemental information paragraph of the auditor's report on the financial statements (9.A. above), or in a separate report. For the following supplemental information, the Contractor shall report on whether the information is fairly stated, in all material respects, "in relation to" the financial statements as a whole, unless the condition of the financial records do not allow the auditor to render such an opinion:
  - Supplemental schedule of school district enrollment required in paragraph 11.A;
  - Supplemental schedule of school district extracurricular fund financial activities required in paragraph 11B; and
  - Supplemental schedule of expenditures of federal awards required by OMB circular A-133 and in paragraph 10.A.
- E. a report disclosing the action taken by the Entity to correct any deficiencies or implement any recommendations contained in the prior audit report. This report must be in a format that specifically identifies, by title or summary, each deficiency or recommendation contained in the prior audit report and the action taken by the Entity on each such deficiency or recommendation.
- F. If the Contractor includes audit findings in the reports referenced in 9.B. and 9.C. above or in a

9. continued:

management letter, the views of Entity officials and their planned corrective actions must also be included, as required by Government Auditing Standards, if they are available at the time the Contractor files copies of the audit report with the State. If the views and planned corrective actions are not available at that time, the Contractor shall so indicate in the reports.

10. **Single Audits:** All audit reports for single audits done in accordance with OMB Circular A-133 must also contain the following:

- A. a schedule of expenditures of federal awards. As required by OMB Circular A-133, the schedule must:
- (i) list individual federal programs by federal agency. For federal programs included in a cluster of programs, list individual federal programs within a cluster of programs;
  - (ii) for federal awards received as a subrecipient, include the name of the pass-through entity and identifying number assigned by the pass-through entity;
  - (iii) provide total federal awards expended for each individual federal program and the CFDA number or other identifying number when the CFDA information is not available;
  - (iv) include notes that describe the significant accounting policies used in preparing the schedule;
  - (v) to the extent practical, for pass-through entities identification in the schedule of the total amount provided to subrecipients from each federal program; and
  - (vi) in either the schedule or a note to the schedule, the value of the federal awards expended in the form of non-cash assistance, the amount of insurance in effect during the year, and loans or loan guarantees outstanding at year end. While not required, it is preferable to present this information in the schedule.
- B. a report on the schedule of expenditures of federal awards. This report may be combined with other reports as provided by OMB Circular A-133 and professional standards. This report must comply with applicable professional standards in effect for the fiscal year or years being audited.
- C. a report on compliance with requirements that could have a direct and material effect on each major program and on internal control over compliance in accordance with OMB Circular A-133. This report must refer to the separate schedule of findings and questioned costs described in paragraph 10.D. of the contract. This report must comply with applicable professional standards in effect for the fiscal year or years being audited.
- D. a schedule of findings and questioned costs which must include the information required by OMB Circular A-133.
- E. the corrective action plan required by OMB Circular A-133, if that plan is available at the time the Contractor files copies of the audit report with the State. This corrective action plan may be combined with the Entity's planned corrective actions related to findings reported in accordance with Government Auditing Standards, as provided in paragraph 9.F., above.

11. **School Districts:** School district audit reports must also include the following as supplemental information/schedules:
  - A. a schedule of the district's enrollment as reported to the Office of Public Instruction for the fiscal year or years being audited. The schedule must contain the enrollment both as reported in the Fall and Spring enrollment reports and as documented by the school district's enrollment records; and
  - B. a detailed schedule of extracurricular fund financial activities.
12. **Written Report to Entity:** The Contractor shall render a single, written report for the Entity audited. **The report must include, or be accompanied by, all written reports and letters discussing findings and recommendations from the Contractor to the Entity, including but not limited to the reports and schedules referred to in paragraphs 9 and 10 above as well as any management letters that include findings and recommendations.**
13. **Exit Interview:** Before submitting the final audit report, the Contractor shall hold an exit review conference in which the audit results are discussed with those charged with governance and appropriate Entity officials and employees. **The Contractor shall ensure that all members of the governing body and key members of management are notified of this exit conference.** The Contractor further agrees that before submitting the final report, it will not discuss the audit findings with anyone other than the Entity or the State. However, once the Contractor delivers the final audit report, the report is deemed to be a public record.
14. **Report Distribution:** The Contractor and Entity shall file copies of the audit report as specified below:
  - A. The Contractor shall provide the Entity with the number of copies of the audit report specified in Appendices A, B and C and the cost of those copies is included in the total price for the engagement as set out in paragraph 2.A., above, and in the Appendices. The Contractor shall submit one of these copies to the attorney for the Entity.
  - B. Upon request by the Entity, the Contractor shall provide additional copies of the audit report at a price per copy agreed upon by the Entity and Contractor.
  - C. The Contractor shall provide the State with four copies of each audit report at no charge. **These copies must be sent to the State at the same time the Contractor delivers the final audit report to the Entity and must include any management letters that include findings and recommendations.** A letter of transmittal must accompany the State's copies, advising the State of the date of the exit conference, the date the final report was delivered to the Entity, the date of the audit report, the actual number of hours spent by the Contractor in the conduct of the audit, the total audit fees billed the Entity, whether the audit was conducted in accordance with the provisions of OMB Circular A-133, and whether there were any findings or opinion qualifications in the audit report, and, if so, whether the entity's corrective action plan or response was included as part of or submitted with the audit report.
  - D. If the Entity is a school district or associated cooperative, the Contractor shall provide copies of the audit report to the Office of Public Instruction, the county superintendent of schools, and the county attorney.
  - E. If the Entity is a city or town fire department relief association disability and pension fund, the Contractor shall

provide one copy of the audit report to the city or town clerk.

- F. If the audit is a single audit conducted in accordance with the provisions of OMB Circular A-133, the
14. continued:  
Entity shall provide copies of the reporting package defined in OMB Circular A-133 and the data collection form to the federal clearinghouse designated by OMB. In addition, the Entity shall provide either a copy of the reporting package, or the alternative written notification as described by OMB Circular A-133 to all federal, state and other granting and pass-through agencies as required by Circular A-133.
15. **Entity Response:** If not included in the audit report as provided in paragraphs 9.F. and 10.E., within 30 days after receiving the audit report, the Entity shall notify the State in writing as to what action it plans to take to correct any deficiencies or implement any recommendations identified or contained in the audit report, as required by Section 2-7-515, MCA, and ARM 2.4.409. **This notification must also address any findings and recommendations contained in management letters, which are considered a part of the audit report as prescribed in paragraph 12.** If the audit is a single audit conducted in accordance with OMB Circular A-133, this corrective action plan must also meet the requirements of Circular A-133 and contain all information required by that Circular.
16. **Entity's Attorney:** If requested by the State, the attorney for the Entity shall report to the State on the actions taken or the proceedings instituted or to be instituted relating to violations of law and nonperformance of duty as required by Section 2-7-515(4), MCA. The attorney shall report to the State within 30 days after receiving the request.
17. **Certification of Auditor Independence:** The Contractor certifies that, as required by generally accepted government auditing standards, it and its principals and employees are independent in all matters with respect to this engagement. This contract shall not include non-audit services, and the Contractor shall neither arrange for nor accept non-auditing work with the Entity which could in any way impair the Contractor's independence in violation of professional standards. If required by the State, the Contractor shall document that independence has been maintained in both fact and appearance as required by professional auditing standards.
18. **Prime Contractor:** The Contractor is the prime contractor and is responsible, in total, for all work of any subcontractors. The Contractor shall obtain the **written approval of the Entity and the State before** engaging correspondent Contractors, consultants, or subcontractors to provide services in connection with this audit. **Any Contractors subcontracted to perform audit work must be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the Local Government Services Bureau.** The Contractor is responsible to the Entity and the State for the acts and omissions of all correspondent Contractors, consultants, subcontractors, or agents and of persons directly or indirectly employed by such correspondent Contractors, consultants, subcontractors or agents, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this contract creates any contractual relationship between any correspondent Contractor, consultant, or subcontractor and the State.
19. **Entrance and Exit Conferences:** The State may participate in all entrance and exit conferences between the Entity and Contractor, as well as all major conferences dealing with audit exceptions and recommendations regarding accounting or operating procedures, management policies, or internal control changes.
20. **Access to Records:** The Contractor shall give the State and, when required by law, the Montana Legislative Audit Division, access to the Contractor's audit programs, supporting working papers, time records, and all other documents relating to the audit. Access to these documents must be provided at the State's offices in Helena, Montana. Access

to working papers includes the right of the State to obtain copies of working papers, as is reasonable and necessary. The Contractor shall make the audit programs and supporting working papers

20. continued:

available to the State for use by the State or other public accounting firms as directed by the State in future audits of the Entity. The Contractor shall make the audit programs and supporting working papers available to the cognizant or oversight agency for audit or its designee, federal agencies providing direct or indirect funding, or the U.S. General Accounting Office, if requested. Access to working papers includes the right of federal agencies to obtain copies of working papers, as is reasonable and necessary. The Contractor shall retain the audit report, audit programs, and audit working papers for a minimum of five years from the date of the audit report, unless the State notifies the Contractor to extend the retention period. If professional standards or other applicable laws, rules, or regulations require a longer retention period, the Contractor shall retain the above materials for that specified period.

21. **State Review:** As provided by Section 2-7-522, MCA, the State may review the audit report submitted by the Contractor. If the State determines that reporting requirements have not been met, it will notify the Entity and the Contractor of the significant issues of noncompliance. The Contractor shall correct the identified deficiencies within 60 days of notification.

22. **Independent Contractor:** The Entity and the State recognize that the Contractor is an independent contractor and neither its principals nor its employees are employees of the State or Entity for purposes of tax, retirement system, or social security (FICA) withholding.

23. **Workers' Compensation:** The Contractor certifies that it carries Workers' Compensation for its employees and that it has either elected Workers' Compensation or has an approved Independent Contractor's Exemption covering the Contractor while performing work under this contract. (Montana Code Annotated, Title 39, Chapter 71) Neither the Contractor nor its employees are State employees for the purposes of this paragraph.

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

If the Contractor is or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of the Entity's intentional or knowing misrepresentation or provision to the Contractor of inaccurate or incomplete information in connection with this engagement, and not any failure on the Contractor's part to comply with professional standards, the Entity shall indemnify, defend, and hold harmless the Contractor against such obligations.

25. **Insurance:** Contractor shall maintain for the duration of the contract, at its cost and expense, occurrence coverage insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, and/or its agents, employees, representatives, assigns, or subcontractors. The Contractor's insurance coverage shall be primary insurance for the Contractor's negligence as respects the State and Entity and their elected officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State and Entity, their officers, officials, employees or volunteers shall be excess of the Contractor's insurance

and shall not contribute with it

25. The Contractor shall purchase and maintain occurrence coverage to cover such claims as may be caused by any continued:

act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Note: If occurrence coverage is unavailable or cost-prohibitive, the state will accept 'claims made' coverage provided the following conditions are met: 1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years, and 2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

The State and Entity reserve the right to require complete copies of insurance policies at all times.

26. **Compliance with Laws:** The Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with Section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Contract.

27. **Work Accommodations:** The Entity shall provide the Contractor with reasonable space in which to conduct the audit and respond promptly to requests for information as well as for all necessary books and records. Support for clerical, equipment, and photocopying or reproduction services shall be agreed upon by the Entity and the Contractor as specified in Appendices A, B and C.

28. **Termination before Audit Has Commenced:** Before the commencement of the audit, either the Contractor or the Entity, with the State's consent, or the State, may cancel this contract by providing 20 days' written notice to the other parties. The contract may be canceled under this paragraph for cause. Cause includes, but is not limited to, failure of any party to comply with the terms of this contract or with any Administrative Rule adopted by the State under the authority of Title 2, Chapter 7, Part 5, of the Montana Code Annotated.

In addition, if both the Contractor and the Entity mutually agree to cancel this contract before the commencement of the audit, for convenience, the State shall consent to cancellation of the contract upon written notification by the Contractor and the Entity of their agreement to cancel this contract.

The State, however, will not consent to the cancellation of an audit contract for the sole purpose of allowing the Contractor and Entity to then enter into a new contract that extends the number of fiscal years to be audited by the Contractor. Unless there are extenuating circumstances, the existing audit contract must be completed first. This provision does not prohibit the cancellation of a contract for the purpose of replacing an annual audit with a biennial audit.

29. **Termination after the Audit Has Commenced:** After the audit has commenced, but before the audit report has been issued, either the Contractor or the Entity, with the State's consent, or the State, may cancel this contract for failure of any party to comply with the terms of this contract or with any Administrative Rule adopted by the State under the authority of Title 2, Chapter 7, Part 5, MCA, or for other cause. This right of cancellation may be exercised by providing the breaching party written notice of the default and, if applicable, provide 20 days from the date of the

notice to cure the default. If the Contractor is the breaching party and fails to remedy the breach, then the Contractor is not entitled to the audit fee set out in this contract. If the Entity is the breaching party, the Entity shall pay the Contractor a pro rata portion of the audit fee set out in this contract, based on the percentage of work completed at the time of cancellation. In addition, if both the

29. continued:

Contractor and the Entity mutually agree to cancel this contract for convenience; the State shall consent to cancellation of the contract upon written notification by the Contractor and the Entity of their agreement to cancel this contract.

30. **Professional Requirements:** By signing this contract, the Contractor certifies that it is in compliance with the continuing professional education requirements and the external quality control review requirements as set out in Government Auditing Standards, as established by the Comptroller General of the United States. The State may require the Contractor to provide evidence that it has met the above requirements.

31. **Single Audit Act Certification:** If the audit is required to meet the requirements of the Single Audit Act of 1984 as amended by the Single Audit Act Amendments of 1996 and OMB Circular A-133, the Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing audits by any Federal department or agency.

32. **Governing Law and Venue:** This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract in which the State is named as a party must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. The parties also agree that any litigation concerning this Contract in which the State is not named as a party must be brought in the Judicial District in and for the County in which the Entity is located, and each party shall pay its own costs and attorney fees.

33. **Notice:** All notices under this contract must be in writing and will be deemed given if delivered personally, by mail, certified, return receipt requested, or by e-mail. All notices will (a) if delivered personally, be deemed given upon delivery, (b) if delivered by mail, be deemed given upon receipt, or (c) if delivered by e-mail be deemed given upon receipt.

34. **Invalid Provision:** If any provision of this contract is held to be illegal or unenforceable and the parties' rights or obligations will not be materially and adversely affected, such provision will be (1) severed from the contract, (b) the contract will be interpreted as if such provision was never a part of the contract and (c) the remaining provisions will stay in effect.

35. **Authority:** Each party represents that the person signing this contract has the authority to bind that party.

36. **Entire Agreement and Amendment:** This contract and the attached Appendices contain the entire understanding and agreement of the parties. No modification or amendment of this contract is valid unless it is reduced to writing, signed by the parties, and made a part of this contract.

IN WITNESS WHEREOF, Contractor, Entity, and State have executed this Standard Audit Contract on the date first above written:

**Certified or Licensed Public Accountant**

Junkermier Clark Campanella & Stevens, P.C.  
Firm Name

By: \_\_\_\_\_  
Authorized Representative

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

**Governmental Entity**

City of Billings, Montana  
Entity Name

By: \_\_\_\_\_  
Authorized Representative

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

**Montana Department of Administration,  
Local Government Services Bureau**

By: \_\_\_\_\_  
Approved By

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

APPENDIX A

Initial or Sole Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): City of Billings, Montana

Telephone: 406-657-8209 Address: PO Box 1178 (Street Address or P.O. Box)

Billings, MT 59103 (City/Town) (Zip Code)

Contact Person(s): Patrick M. Weber

PUBLIC ACCOUNTANT/ACCOUNTING

FIRM (CONTRACTOR): Junkermier Clark Campanella & Stevens P.C.

Telephone: 406-761-2820 Address: 501 Park Drive South (Street Address or P.O. Box)

Great Falls, MT 59405 (City/Town) (Zip Code)

Contact Person(s): Tyler Bryant

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending June 30, 2017 (and ) (Month & Day) (Year) (Year)

B. Date to commence audit work: October 1, 2017

C. Date to submit final audit report to Entity and State: December 31, 2017

2. Time and Price for Engagement:

A. Estimated total hours - 575

B. Price for audit personnel \$ 57,490

Price for Travel

Price for typing, clerical and report preparation

Total price for this engagement \$ 57,490

3. The reporting entity contains the following discretely presented component units: N/A

4. Date Annual Financial Report or a trial balance will be available: September 15, 2017

5. Number of copies of audit report Contractor will provide to Entity: 1 Electronic Copy

6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:

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7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of OMB Circular A-133 because the Entity expended a total amount of federal awards **equal to or in excess of \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

**OR**

The audit will not be a single audit conducted in accordance with the provisions of OMB Circular A-133, and will not include audit coverage of any federal financial assistance in accordance with requirements of that Circular, because the Entity expended a total amount of federal awards of **less than \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

**Certified or Licensed Public Accountant**

Junkermier Clark Campanella & Stevens P.C. \_\_\_\_\_  
Firm Name

By: \_\_\_\_\_  
Authorized Representative

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

**Governmental Entity**

City of Billings, Montana \_\_\_\_\_  
Entity Name

By: \_\_\_\_\_  
Authorized Representative

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

**Montana Department of Administration,  
Local Government Services Bureau**

By: \_\_\_\_\_  
Approved By

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

APPENDIX B

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): City of Billings, Montana

Telephone: 406-657-8209 Address: PO Box 1178 (Street Address or P.O. Box)

Billings, MT 59103 (City/Town) (Zip Code)

Contact Person(s): Patrick M. Weber

PUBLIC ACCOUNTANT/ACCOUNTING

FIRM (CONTRACTOR): Junkermier Clark Campanella & Stevens P.C.

Telephone: 406-761-2820 Address: 501 Park Drive South (Street Address or P.O. Box)

Great Falls, MT 59405 (City/Town) (Zip Code)

Contact Person(s): Tyler Bryant

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending June 30, 2018 (and ) (Month & Day) (Year) (Year)

B. Date to commence audit work: October 1, 2018

C. Date to submit final audit report to Entity and State: December 31, 2018

2. Time and Price for Engagement:

A. Estimated total hours - 575

B. Price for audit personnel \$ 57,490 Price for Travel Price for typing, clerical and report preparation Total price for this engagement \$ 57,490

3. The reporting entity contains the following discretely presented component units: n/a

4. Date Annual Financial Report or a trial balance will be available: September 15, 2018

5. Number of copies of audit report Contractor will provide to Entity: 1 Electronic Copy

6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:

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7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of OMB Circular A-133 because the Entity expended a total amount of federal awards **equal to or in excess of \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

**OR**

The audit will not be a single audit conducted in accordance with the provisions of OMB Circular A-133, and will not include audit coverage of any federal financial assistance in accordance with requirements of that Circular, because the Entity expended a total amount of federal awards of **less than \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

**Certified or Licensed Public Accountant**

Junkermier Clark Campanella & Stevens P.C. \_\_\_\_\_  
Firm Name

By: \_\_\_\_\_  
Authorized Representative

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

**Governmental Entity**

City of Billings, Montana \_\_\_\_\_  
Entity Name

By: \_\_\_\_\_  
Authorized Representative

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

**Montana Department of Administration,  
Local Government Services Bureau**

By: \_\_\_\_\_  
Approved By

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

APPENDIX C

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): City of Billings, Montana \_\_\_\_\_

Telephone: 406-657-8209 \_\_\_\_\_ Address: PO Box 1178 \_\_\_\_\_ (Street Address or P.O. Box)

Billings \_\_\_\_\_, MT 59103 \_\_\_\_\_ (City/Town) (Zip Code)

Contact Person(s): Patrick M. Weber

PUBLIC ACCOUNTANT/ACCOUNTING FIRM (CONTRACTOR):

Junkermier Clark Campanella & Stevens P.C. \_

Address: 501 Park Drive South \_\_\_\_\_ (Street Address or P.O. Box)

Telephone: 406-761-2820 \_\_\_\_\_ Great Falls \_\_\_\_\_, MT 59405 \_\_\_\_\_ (City/Town) (Zip Code)

Contact Person(s): Tyler Bryant

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending June 30 \_\_\_\_\_, 2019 \_\_\_\_\_ (and \_\_\_\_\_). (Month & Day) (Year) (Year)

B. Date to commence audit work: October 1, 2019 \_\_\_\_\_

C. Date to submit final audit report to Entity and State: December 31, 2019 \_\_\_\_\_

2. Time and Price for Engagement:

A. Estimated total hours - 575 \_\_\_\_\_

B. Price for audit personnel \$ 59,490 \_\_\_\_\_ Price for Travel \_\_\_\_\_ Price for typing, clerical and report preparation \_\_\_\_\_ Total price for this engagement \$ 59,490 \_\_\_\_\_

3. The reporting entity contains the following discretely presented component units: n/a \_\_\_\_\_

4. Date Annual Financial Report or a trial balance will be available: September 15, 2019 \_\_\_\_\_

5. Number of copies of audit report Contractor will provide to Entity: 1 Electronic Copy

6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:

\_\_\_\_\_  
\_\_\_\_\_

7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of OMB Circular A-133 because the Entity expended a total amount of federal awards **equal to or in excess of \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

**OR**

The audit will not be a single audit conducted in accordance with the provisions of OMB Circular A-133, and will not include audit coverage of any federal financial assistance in accordance with requirements of that Circular, because the Entity expended a total amount of federal awards of **less than \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

**Certified or Licensed Public Accountant**

Junkermier Clark Campanella & Stevens P.C. \_\_\_\_\_  
Firm Name

By: \_\_\_\_\_  
Authorized Representative

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

**Governmental Entity**

City of Billings, Montana \_\_\_\_\_  
Entity Name

By: \_\_\_\_\_  
Authorized Representative

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

**Montana Department of Administration,  
Local Government Services Bureau**

By: \_\_\_\_\_  
Approved By

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

**Regular City Council Meeting**

**Meeting Date:** 02/27/2017

**TITLE:** Consultant Agreement: W.O. 17-09 Leavens Reservoir Liner

**PRESENTED BY:** David Mumford, Public Works Director

**Department:** Public Works

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**PROBLEM/ISSUE STATEMENT**

The Mayor and City Council are asked to consider authorizing and executing a Contract for Professional Services with HDR Engineering, Inc. to provide engineering design for W.O. 17-09 Leavens Reservoir Liner. The purpose of this project is to evaluate the existing tank structure located near Rimrock and N. 27th and design a liner to reduce or eliminate water leakage and extend the life of the tank. HDR Engineering, Inc. was selected for this work based on City staff review of project proposals submitted by pre-qualified firms. Other firms submitting proposals were KLJ and Interstate. The negotiated price will not exceed \$159,400.00.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the Contract for Professional Services with HDR Engineering, Inc.; or
- Do not approve the Contract for Professional Services with HDR Engineering, Inc. If the contract is not approved, the tank will continue to corrode and eventually become unusable.

**FINANCIAL IMPACT**

Funding for this project is from water revenues and is included in the FY17 budget.

Project Budget	\$950,000
Previously Encumbered	\$0.00
This Contract	\$159,400
Budget Remaining	\$790,600

**RECOMMENDATION**

Staff recommends that City Council authorize the Mayor to sign a contract for professional services with HDR Engineering, Inc., for W.O. 17-09 Leavens Reservoir Liner in an amount not to exceed \$159,400.00.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

WO 17-09 Leavens Consultant Contract

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# Contract for Professional Architectural and Engineering Services

Project W.O. 17-09 Leavens Reservoir Liner

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In consideration of the mutual promises herein, City of Billings and HDR Engineering, Inc. agree as follows. This Contract consists of:

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 5 pages (Basic Services of Contractor);

Appendix B consisting of 1 pages (Methods and Times of Payment);

Appendix C consisting of 1 pages (Additional Services of Contractor);

Appendix D consisting of 1 pages (Schedule of Professional Fees);

Appendix E consisting of 1 pages (Project Schedule);

Appendix F consisting of 2 pages (Certificate(s) of Insurance); and

## **PART I SPECIAL PROVISIONS**

### Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
- B. "Billings" means the City of Billings.
- C. "Contractor" means HDR Engineering, Inc..

### Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.

- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
- D. The Contractor shall provide as-built drawings as specified hereafter, as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings.

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2018.

Section 4. Compensation; Method of Payment.

- A. Subject to the Contractor's satisfactory performance, Billings shall pay the Contractor no more than One Hundred Fifty Nine Thousand Four Hundred and no/100 dollars (\$159,400.00) in accordance with this Section and Appendix B.
- B. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
- C. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- D. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

The Contractor's services under Section 2 of this Part may be terminated:

- A. By mutual consent of the parties.
- B. For the convenience of Billings, provided that Billings notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this Subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default within 30 days after receiving the notice.

Section 6. Duties Upon Termination

- A. If Billings terminates the Contractor's services for convenience, Billings shall pay the Contractor for its actual costs reasonably incurred in performing before termination and Billings shall pay for services rendered prior to termination. Payment under this Subsection shall never exceed the total compensation allowable under Section 4 of this Part. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Billings.
- B. If the Contractor's services are terminated for cause, Billings shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Contractor under this Contract shall become the property of Billings at its option.
- C. If the Contractor receives payments exceeding the amount to which it is entitled under Subsections A or B of this Section, he shall remit the excess to the Administrator within 30 days of receiving notice to do so.
- D. The Contractor shall not be entitled to any compensation under this Section until the Contractor has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
- E. If the Contractor's services are terminated for whatever reason the Contractor shall not claim any compensation under this Contract, other than that allowed under this Section.
- F. If a final audit has not been performed before the Contractor's services are terminated, Billings may recover any payments for costs disallowed as a result of the final audit.
- G. Except as provided in this Section, termination of the Contractor's services under Section 5 of this Part does not affect any other right or obligation of a party under this Contract.

Section 7. Insurance.

- A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Contractor shall provide the following insurance:
  - 1. Workers' compensation and employer's liability coverage as required by Montana law.
  - 2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
  - 3. Commercial automobile liability -- \$1,500,000 per accident.
  - 4. Professional liability in the amount of \$1,500,000 per claim.

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

Section 8. Assignments.

Unless otherwise allowed by this Contract or in writing by the Administrator, any assignment by the Contractor of its interest in any part of this Contract or any delegation of duties under this Contract shall be void, and an attempt by the Contractor to assign any part of its interest or delegate duties under this Contract shall give Billings the right immediately to terminate this Contract without any liability for Work performed.

Section 9. Ownership; Publication, Reproduction and Use of Material.

- A. Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this Contract shall be the property of Billings, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. Contractor shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Contractor shall have the right to include photographic or artistic representations of the design and construction of the Project among the Contractor's promotional and professional materials. The Contractor's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Contractor in writing of the specific information considered by Billings to be confidential and proprietary.
- B. Equipment purchased by the Contractor with Contract funds: See Appendix A, Section 3. Scope of Work.
- C. Should Billings elect to reuse Work products provided under this Contract for other than the original project and/or purpose, Billings will indemnify and hold harmless the Contractor from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original Contractor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

Any notice required pertaining to the subject matter of this Contract shall be either sent via facsimile (FAX) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Billings: City Engineer (Debi Meling, PE)  
City of Billings  
Public Works/Engineering  
2224 Montana Avenue  
Billings, Montana 59101 FAX: (406) 237-6291

Contractor: Craig Habben, PE  
HDR Engineering, Inc.  
970 S. 29<sup>th</sup> Street  
Billings, MT 59102-7444 FAX: (406) 652-2758

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or 5 days after proof of proper posting.

Section 11. Contract Budget.

In connection with its performance under this Contract, the Contractor shall not make expenditures other than as provided in line items in the Contract budget.

Section 12. Force Majeure.

- A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
- B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:
  - 1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
  - 2. Strikes or Work stoppages.
  - 3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
  - 4. Order of court, administrative agencies or governmental officers other than Billings.

Section 13. Financial Management System.

The Contractor shall establish and maintain a financial management system that:

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
- B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
- C. Effectively controls and accounts for all municipal funds and Contract property;

- D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- E. Allocates administrative costs to direct service delivery units;
- F. Minimizes the time between receipt of funds from Billings and their disbursement by the Contractor;
- G. Provides accounting records supported by source documentation; and
- H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

In the event that any funding source for this Contract should impose additional requirements upon Billings for the use of those funds, the Contractor agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Billings.

Section 15. Subcontracts.

The Contractor may enter into subcontracts for the purchase of goods and services necessary for the performance of this Contract, provided:

- A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefor.
- B. Every subcontract under which the Contractor delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Contractor.
- C. Every subcontract in an amount exceeding \$1,000 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.

**PART II**  
**GENERAL CONTRACT PROVISIONS**

Section 1. Relationship of Parties.

The Contractor shall perform its obligations hereunder as an independent Contractor of Billings. Billings may administer the Contract and monitor the Contractor's compliance with its obligations hereunder. Billings shall not supervise or direct the Contractor other than as provided in this Section.

Section 2. Nondiscrimination.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Contractor shall state, in all solicitations or advertisements for employees to Work on Contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
- C. The Contractor shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
- D. The Contractor shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this Contract.
- E. The Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
- F. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

Section 3. Permits, Laws, and Taxes.

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the

Contractor under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Contract.

Section 4. Nonwaiver.

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

Section 5. Amendment.

- A. This Contract shall only be amended, modified or changed by a writing, executed by authorized representatives of the parties, with the same formality as this Contract was executed.
- B. For the purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

Contractor: Area Manager  
(title of position)

Billings: City Council or Authorized Designee

- C. Any attempt to amend, modify, or change this Contract by either an unauthorized representative or unauthorized means shall be void.

Section 6. Jurisdiction; Choice of Law.

Any civil action rising from this Contract shall be brought in the District Court for the Thirteenth Judicial District of the State of Montana, Billings. The law of the State of Montana shall govern the rights and obligations of the parties under this Contract.

Section 7. Severability.

Any provision of this Contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Contract.

Section 8. Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Section 9. Liability.

The Contractor shall indemnify, defend, save, and hold Billings harmless from any and all claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the Contractor or any agent, employee or subcontractor as a result of the Contractor's or any subcontractor's performance pursuant to this Contract.

- A. The Contractor shall not indemnify, defend, save and hold Billings harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the Contract.
- B. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Contractor, the Contractor shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the Contractor's or any subcontractor's wrongful or negligent acts occurring as a result from the Contractor's performance pursuant to this Contract.

#### Section 10. Inspection and Retention of Records.

The Contractor shall, at any time during normal business hours and as often as Billings may deem necessary, make available to Billings, for examination, all of its records with respect to all matters covered by this Contract for a period ending three years after the date the Contractor is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this Contract, to Billings, in such form and at such times as Billings may reasonably require. The Contractor shall permit Billings to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. Billings may, at its option, permit the Contractor to submit its records to Billings in lieu of the retention requirements of this Section.

#### Section 11. Availability of Funds.

Payments under this Contract may require funds from future appropriations. If sufficient funds are not appropriated for payments required under this Contract, this Contract shall terminate without penalty to Billings; and Billings shall not be obligated to make payments under this Contract beyond those which have previously been appropriated.

IN WITNESS WHEREOF, the parties have executed this Contract on the date and at the place shown below.

City of Billings

Contractor

\_\_\_\_\_  
City Council or Designee

HDR Engineering, Inc. \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

ATTEST:

IRS Tax ID # 47-0680568

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

APPROVED AS TO FORM:

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

By \_\_\_\_\_

BRENT BROOKS, City Attorney

STATE OF MONTANA            )  
  :ss.  
COUNTY OF YELLOWSTONE )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of \_\_\_\_\_, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission Expires: \_\_\_\_\_

**Note: Final contract documents will require the Contractor's signature to be notarized.**

## Appendix A

### Basic Services of Engineer

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#### Section 1. Engineer's Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Engineer's portion of the project as defined in the scope of work and to prepare and deliver to Billings all plans, specifications, bid documents, and other material as designated herein.
- B. Ascertain such information as may have a bearing on the work from local units of government, utility companies, and private organizations and shall be authorized to procure information from other authorities besides Billings, but shall keep Billings advised as to the extent of these contacts and the results thereof.
- C. Prepare and present such information as may be pertinent and necessary in order for Billings to pass critical judgment on the features of the work. The Engineer shall make changes, amendments or revisions in the detail of the work as may be required by Billings. When alternates are being considered, Billings shall have the right of selection.
- D. Engineer's work shall be in accordance with the standards of sound engineering and present City, State, and National standards and policies currently in use.
- E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121 and 18-2-122, and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.
- F. The Engineer shall certify with the submission of final plans that the plans are in conformance with applicable sections of Title 69, Chapter 4, Part 5, of the Montana Code Annotated as pertaining to existing utilities.
- G. To perform professional services in connection with the project and will serve as Billings' representative in those phases of the project to which this agreement applies.
- H. Where Federal funds are involved, the necessary provisions to meet all requirements will be complied with and documents secured and placed in the bidding documents.
- I. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Engineer. Reports will be submitted in a timely manner to permit prompt resolution of problems.
- J. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the

Contractor. A signed Engineer's Payroll Check Sheet (included in the Standard Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.

- K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Craig Habben, PE working under the Principal-in-Charge, Jared Harris, PE.

## Section 2. Billings Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete Billings' portion of the project as designated in the scope of work.
- B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Ken Ard, PE.

## Section 3. Scope of Work.

The project consists of engineering services for the design, bidding and construction phases for the City of Billings WO 17-09: Leavens Reservoir Liner. The purpose of the project is to evaluate the Leavens Reservoir to provide an estimate of remaining useful life with and without a liner and to evaluate Zone 1 storage needs as it relates to the Leavens Site. The evaluation will provide recommendations for the existing Leavens Reservoir and for the Leavens Site. The scope is developed based on the assumption a liner will be installed. If a liner is not recommended, scope and fee will be amended if there is any further work.

The scope of work is summarized below.

- Evaluate the need of the project.
  - Review inspection reports and video from diving operations.
  - Review as-built drawings.
  - Review previous master plans for storage needs.
  - Review atlas maps and discuss with City limitations of pertinent distribution system.
- Evaluate the structural integrity of the Leavens Reservoir
  - Evaluate reservoir in a dewatered condition to determine any structural repair needed on interior and exterior.
  - Provide a 3D scan of the interior and exterior of the reservoir.
  - Evaluate any non-structural repairs required if a liner is installed.
  - A geotechnical evaluation is not included in scope. It can be added if necessary based on structural evaluation.
  - The scope does include repair or replacement of the baffle wall and inlet/outlet structures.
  - The scope does not include any major structural repairs beyond the baffle wall that would require a structural design or a geotechnical evaluation.
- Evaluate liner
  - Determine if and how a liner can be installed in the reservoir.

- Develop options for lining the reservoir.
- Evaluate any new lining systems that are available
- Evaluate advantages and disadvantages of each option including cost and schedule.
- Review options with City and provide recommendation.
- Leavens Evaluation
  - Establish future Zone 1 storage needs. (Based on existing master plans)
  - Provide recommendations for the Leavens Site in terms of Zone 1 storage needs.
  - Provide recommendations associated with repairing and lining the Leavens Reservoir.
  - Estimate remaining useful life of Leavens Reservoir with and without a liner.
  - Determine if Leavens Reservoir should be lined.
  - Provide recommendations for any piping and valving changes at the reservoir and in the distribution system.
- Willett Provisions
  - Include provisions in the design to allow for Willett to operate in the winter, if needed, when Leavens is out of service.
- Provide design, bidding and construction services for a reservoir liner project based on results of Evaluation.

**DETAIL SCOPE OF SERVICES**

The scope of services that will be utilized on the Staples Reservoir Liner project is presented in the summaries for Tasks 100 through 400. The scope of services is organized as follows:

<u>Task Series</u>	<u>Description</u>
100	Project Initiation, Coordination, Deliverables and Management
200	Evaluation and Design Phase
300	Bid Phase
400	Construction Phase

**TASK SERIES 100**

**101 – Project Initiation**

The purpose of this task will be to kicked-off the project internally.

**102 – Project Management**

Coordinate design team, monitor project status and prepare financial documents.

**TASK SERIES 200 – EVALUATION AND DESIGN PHASE**

An evaluation of the reservoir and reservoir site will be developed. Based on the recommendations drawings/specifications for review and final drawings/specifications will be prepared. Specific tasks will include the following:

### **201 – Reservoir Evaluation/Kick-Off Meeting**

Existing tapes, inspection reports and other information from diver operations will be reviewed. As-builts and atlas maps will be reviewed. The dewatered reservoir will be evaluated to determine any structural or superficial repairs required. The interior and exterior of the reservoir will be 3D scanned. The interior tank surfaces will be evaluated for adequacy as a substrate for liner installation. A kick-off meeting will be held in conjunction with the on-site reservoir evaluation.

Deliverable: Minutes summarizing kick-off meeting and preliminary findings from the reservoir evaluation.

### **202 – Evaluation**

The evaluation will include an estimate of remaining useful life of the Leavens Reservoir with and without a liner and include options for the Zone 1 storage needs, the Leavens Site, the Leavens Reservoir and piping/valving changes. The preliminary evaluation will be reviewed with the City and then a final recommendation provided.

Deliverable: Evaluation report including cost estimates and recommendation.

### **203 – Prepare Detailed Drawings**

Detailed drawings will be developed based on the recommendations from the Evaluation.

### **204 – Prepare Detailed Specifications**

Detailed specifications for all components of construction and facility improvements will be prepared. The detailed specifications will establish general acceptable standards for liner materials and installation.

### **205 – Perform In-House Review and City Review**

Senior technical personnel not directly involved with the project will review the 95% drawings and specifications and the cost estimate for completeness, accuracy, and constructability. The City will also review the 95% documents.

### **206 – Resolve City Comments and Review Comments**

Comments received from internal and City review will be addressed and incorporated in the final drawings, specifications.

### **207 – Construction Cost Estimate**

The estimated capital costs for the project will be developed in this task series. The estimate will include an initial preliminary estimate with the final estimate prepared prior to bidding.

### **208 – Montana Department of Environmental Quality (DEQ) Coordination**

The liner evaluation, recommendation and contract documents will be coordinated with DEQ for their approval.

## **TASK SERIES 300 – BID PHASE**

### **301 – Bidding Administrative Assistance**

Prepare bid documents and distribute to prospective bidders and plan rooms. Answer bidder questions and prepare addendum as needed. Conduct pre-bid meeting. Attend Bid.

### **302 – Post-Bid Administrative Assistance**

Receive, evaluate and tabulate bids. Assess completeness of bids. Make recommendations to the City on award of contract.

#### **TASK SERIES 400 – CONSTRUCTION PHASE**

Construction Phase scope of work is based on 12 week construction period, after which time only minor punch list items would need to be completed.

##### **401 – Construction Initiation Services**

The Consultant shall prepare construction contracts, conduct a preconstruction conference and prepare minutes summarizing the conference. The Consultant will provide the owner with three sets and the contractor one pdf of “Issue for Construction” plans and specifications.

##### **402 – Office Assistance and Administration**

During the construction phase of the project, the Consultant will provide office assistance to the City on the administration of the project. This effort will include review and preparation of change orders, shop drawing review, interpretation of drawings and specifications, monitoring of compliance with procedure requirements on the project, coordinating with the contractor, preparation of pay estimates, and conducting weekly construction meetings.

##### **403 – Field Services**

The Consultant will provide 7 weeks of full time on-site construction observation services by a NACE certified inspector and 40 hours of part-time observation services by a resident project representative. The NACE inspector and resident project representative will monitor the project for compliance with contract documents.

##### **404 – Construction Wrap-Up and Acceptance**

Upon completion of the construction of the improvements, the Consultant will schedule and hold a final project walk-through and assist the City in the final wrap-up of the project, including preparing record drawings, preparation of a punch list, start-up of facilities, information review and recommendation of final acceptance.

##### **405 – Post-Construction Warranty Services**

After final acceptance, the Consultant will provide warranty item consultation, assist in the eleven-month warranty inspection, and provide warranty follow-up.

## Appendix B

### Methods and Times of Payment

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#### Section 1. Payments for Basic Services.

Billings shall authorize payment to the Engineer for services performed under Appendix A of this Agreement. Partial payment shall be due the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer.

Partial payment shall be made to the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer. Billings shall deduct five percent (5%) from each monthly pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final documents by Billings, and determination that the scope of work has been satisfactorily completed.

A. For services rendered prior to construction, Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed the following amounts:

1. Project Initiation, Coordination and Management	\$3,900.00
2. Evaluation and Design	\$74,900.00
3. Bidding Services	\$ 5,200.00
4. Construction Services	\$75,400.00

B. Final payment shall be the above stated basic fee less all previous payments.

#### Section 2. Payments for Extra Services when Authorized by Billings.

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for based on a negotiated fee.

#### Section 3. Corrections.

Costs of Billings work that is required for corrections to the Engineer's work which requires redoing by Billings shall be deducted from any payments due the Engineer, if the Engineer fails to make the required corrections.

#### Section 4. Fee Increases

For contracts and services that are expected to require more than one (1) year to complete, the above stated basic services payments may be reviewed and adjusted annually by mutual agreement of the parties, based upon documented evidence that the Engineer's costs have increased for all comparable clients.

## **Appendix C**

### **Additional Services of Engineer**

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Extra Services of the Engineer will be paid only with written prior authorization by Billings.

- A. Field and laboratory testing of materials and reports.
- B. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.

## Appendix D

### Schedule of Professional Fees

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Not Used

## Appendix E

### Project Schedule

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Based on a notice to proceed by Billings date no later than February 27, 2017, the completion date for the Engineer's work through final design shall be:

- A. Reservoir Evaluation Complete – May 1, 2017
- B. Final Design Complete – July 3, 2017
- C. Bid – August 8, 2017
- D. Construction Start – October 2017
- E. Construction Complete – January 2018

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

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

**Appendix F**  
**Certificate of Insurance**

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Attached

**Regular City Council Meeting**

**Meeting Date:** 02/27/2017

**TITLE:** W.O. 17-14, Grand Avenue Water & Sanitary Sewer Extension Project

**PRESENTED BY:** David Mumford, Public Works Director

**Department:** Public Works

**PROBLEM/ISSUE STATEMENT**

City Council will consider awarding a professional engineering services contract to Territorial Landworks, Inc. in the amount of \$129,072.00 for design, bidding and construction administration services on W.O. 17-14, Grand Avenue Water and Sanitary Sewer Extension Project. The project consists of extending approximately 900 feet of sanitary sewer main and 850 feet of water main in Grand Avenue from Wilderness Drive to 60<sup>th</sup> Street West.

Territorial Landworks was selected based on City staff review of project proposals submitted by prequalified firms. Other firms considered for the work were Bartlett & West, Great West Engineering and Performance Engineering & Consulting.

**ALTERNATIVES ANALYZED**

City Council may:

- Award the professional engineering services contract to Territorial Landworks, Inc. or;
- Disapprove award of the construction contract to Territorial Landworks, Inc. If the project is not completed, the water main in Grand Avenue serving Billings west end in this area will not be extended and looped to keep pace with development and to establish system reliability. Sanitary sewer construction enables this utility to keep pace with current development.

**FINANCIAL IMPACT**

Funding for this project has been approved by City Council in the Capital Improvement Program (CIP) and the FY17 budget for the Public Works Department. Funding is sufficient for the engineering design and construction administration portion of the project which is now under consideration, as well as for the project construction. It is estimated that the level of effort on this \$129,072.00 engineering contract will be evenly split between water and sanitary sewer; therefore, \$64,536.00 has been allocated to each utility in the table below. The project will use water and sanitary sewer budget.

	Water Infill	Sanitary Sewer Infill
Project Budget	\$500,000	\$500,000
Previously Encumbered	\$0	\$0
This Contract	\$64,536	\$64,536
Budget Remaining	\$435,464	\$435,464

**RECOMMENDATION**

Staff recommends that City Council award a professional engineering services contract for the design and construction administration of W.O. 17-14, Grand Avenue Water and Sanitary Sewer Extension Project to Territorial Landworks, Inc. in the amount of \$129,072.00.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

WO 17-14 FINAL PES Contract

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**Contract for Professional Engineering Services**  
**City of Billings W.O. 17-14**  
**Grand Avenue Water and Sanitary Sewer Extension Project**

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In consideration of the mutual promises herein, City of Billings and Territorial Landworks, Inc. agree as follows. This Contract consists of:

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 6 pages (Basic Services of Engineer);
- Appendix B consisting of 2 pages (Methods and Times of Payment);
- Appendix C consisting of 1 page (Additional Services of Engineer);
- Appendix D consisting of 2 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 page (Project Schedule);
- Appendix F consisting of 14 pages (Certificate(s) of Insurance)

**PART I**  
**SPECIAL PROVISIONS**

**Section 1. Definitions.**

In this Contract:

- A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or the designee.
- B. "Billings" means the City of Billings.
- C. "Engineer" means Territorial Landworks, Inc.
- D. "Contractor" means the third party responsible for the physical construction of the project.

**Section 2. Scope of Services.**

- A. The Engineer shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Engineer in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.
- C. Billings shall not allow any claim for services other than those described in this Section. However, the Engineer may provide, at its own expense, any other services that are consistent with this Contract.

- D. The Engineer shall provide as-built drawings as specified hereafter, as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings.
- ~~E. The Engineer shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.~~

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Engineer shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2018.

Section 4. Compensation; Method of Payment.

- A. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Engineer shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Engineer's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Engineer of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Engineer within 30 days of receiving an acceptable invoice.
- B. The Engineer is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- C. As a condition of payment, the Engineer shall have paid all City taxes currently due and owing by the Engineer.

Section 5. Termination of the Engineer's Services.

The Engineer's services under Section 2 of this Part may be terminated:

- A. By mutual consent of the parties.
- B. For the convenience of Billings, provided that Billings notifies the Engineer in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this Subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default within 30 days after receiving the notice.

Section 6. Duties Upon Termination

- A. If Billings terminates the Engineer's services for convenience, Billings shall pay the Engineer for its actual costs reasonably incurred in performing before termination

and Billings shall pay for services rendered prior to termination. Payment under this Subsection shall never exceed the total compensation allowable under Section 4 of this Part. All finished and unfinished documents and materials prepared by the Engineer shall become the property of Billings.

- B. If the Engineer's services are terminated for cause, Billings shall pay the Engineer the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Engineer's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Engineer under this Contract shall become the property of Billings at its option.
- C. If the Engineer receives payments exceeding the amount to which it is entitled under Subsections A or B of this Section, he shall remit the excess to the Administrator within 30 days of receiving notice to do so.
- D. The Engineer shall not be entitled to any compensation under this Section until the Engineer has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
- E. If the Engineer's services are terminated for whatever reason the Engineer shall not claim any compensation under this Contract, other than that allowed under this Section.
- F. If a final audit has not been performed before the Engineer's services are terminated, Billings may recover any payments for costs disallowed as a result of the final audit.
- G. Except as provided in this Section, termination of the Engineer's services under Section 5 of this Part does not affect any other right or obligation of a party under this Contract.

#### Section 7. Insurance.

- A. The Engineer shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Engineer shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Engineer shall provide the following insurance:
  - 1. Workers' compensation and employer's liability coverage as required by Montana law.
  - 2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
  - 3. Commercial automobile liability -- \$1,500,000 per accident.
  - 4. Professional liability in the amount of \$1,500,000 per occurrence.
- C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
- D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

Unless otherwise allowed by this Contract or in writing by the Administrator, any assignment by the Engineer of its interest in any part of this Contract or any delegation of duties under this Contract shall be void, and an attempt by the Engineer to assign any part of its interest or delegate duties under this Contract shall give Billings the right immediately to terminate this Contract without any liability for Work performed.

Section 9. Ownership; Publication, Reproduction and Use of Material.

- A. Except as otherwise provided herein, all data, documents and materials produced by the Engineer under this Contract shall be the property of Billings, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. The engineer shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Engineer shall have the right to include photographic or artistic representations of the design and construction of the Project among the Engineer's promotional and professional materials. The Engineer's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Engineer in writing of the specific information considered by Billings to be confidential and proprietary.
- B. Equipment purchased by the Engineer with Contract funds: See Appendix A, Section 3. Scope of Work.
- C. Should Billings elect to reuse Work products provided under this Contract for other than the original project and/or purpose, Billings will indemnify and hold harmless the Engineer from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract. Additionally, any reuse of work product provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original Engineer's or subcontractor's signature, professional seals and dates removed. Such reuse of work product, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

Any notice required pertaining to the subject matter of this Contract shall be either sent via facsimile (FAX) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Billings: City Engineer (Debi Meling, PE)  
City of Billings  
Public Works Department  
2224 Montana Avenue  
Billings, Montana 59101 FAX: (406) 237-6291 / PHONE : (406) 657-3097

Engineer: Territorial Landworks, Inc.  
Mark Bellon, PE, President, COO  
3333 2<sup>nd</sup> Avenue North, Suite 100  
Billings, Montana 59101 FAX: (406) 721-5224 / PHONE: (406) 248-9000

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or 5 days after proof of proper posting.

Section 11. Contract Budget.

In connection with its performance under this Contract, the Engineer shall not make expenditures other than as provided in line items in the Contract budget.

Section 12. Force Majeure.

- A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
- B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:
  - 1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
  - 2. Strikes or Work stoppages.
  - 3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
  - 4. Order of court, administrative agencies or governmental officers other than Billings.

Section 13. Financial Management System.

The Engineer shall establish and maintain a financial management system that:

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
- B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Engineer's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
- C. Effectively controls and accounts for all municipal funds and Contract property;
- D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- E. Allocates administrative costs to direct service delivery units;
- F. Minimizes the time between receipt of funds from Billings and their disbursement by the Engineer;
- G. Provides accounting records supported by source documentation; and

- H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

In the event that any funding source for this Contract should impose additional requirements upon Billings for the use of those funds, the Engineer agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Billings.

Section 15. Subcontracts.

The Engineer may enter into subcontracts for the purchase of goods and services necessary for the performance of this Contract, provided:

- A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefor.
- B. Every subcontract under which the Engineer delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Engineer.
- C. Every subcontract in an amount exceeding \$1,000 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.

**PART II**  
**GENERAL CONTRACT PROVISIONS**

Section 1. Relationship of Parties.

The Engineer shall perform its obligations hereunder as an independent Engineer of Billings. Billings may administer the Contract and monitor the Engineer's compliance with its obligations hereunder. Billings shall not supervise or direct the Engineer other than as provided in this Section.

Section 2. Nondiscrimination.

- A. The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Engineer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Engineer agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Engineer shall state, in all solicitations or advertisements for employees to Work on Contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
- C. The Engineer shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
- D. The Engineer shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Engineer under this Contract.
- E. The Engineer shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

Section 3. Permits, Laws, and Taxes.

The Engineer shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the Engineer under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Engineer shall pay all taxes pertaining to its performance under this Contract.

Section 4. Nonwaiver.

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

Section 5. Amendment.

- A. This Contract shall only be amended, modified or changed by a writing, executed by authorized representatives of the parties, with the same formality as this Contract was executed.
- B. For the purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

Engineer: Mark Bellon, PE, Principle in Charge  
(title of position)

Billings: City Council or Authorized Designee

- C. Any attempt to amend, modify, or change this Contract by either an unauthorized representative or unauthorized means shall be void.

Section 6. Jurisdiction; Choice of Law.

Any civil action rising from this Contract shall be brought in the District Court for the Thirteenth Judicial District of the State of Montana, Billings. The law of the State of Montana shall govern the rights and obligations of the parties under this Contract.

Section 7. Severability.

Any provision of this Contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Contract.

Section 8. Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Section 9. Liability.

The Engineer shall indemnify, defend, save, and hold Billings harmless from any and all claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the Engineer or any agent, employee or subcontractor as a result of the Engineer's or any subcontractor's performance pursuant to this Contract.

- A. The Engineer shall not indemnify, defend, save and hold Billings harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the Contract.
- B. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Engineer, the Engineer shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the Engineer's or any subcontractor's wrongful or negligent acts occurring as a result from the Engineer's performance pursuant to this Contract.

Billings shall indemnify, defend, save, and hold the Engineer harmless from any and all claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of Billings or any agent, employee or subcontractor as a result of Billings' or any subcontractor's performance pursuant to this Contract.

- A. Billings shall not indemnify, defend, save and hold the Engineer harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of the Engineer occurring during the course of or as a result of the performance of the Contract.
- B. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Engineer, Billings shall indemnify, defend, save, and hold the Engineer harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from Billings' or any subcontractor's wrongful or negligent acts occurring as a result from Billings' performance pursuant to this Contract.

#### Section 10. Inspection and Retention of Records.

The Engineer shall, at any time during normal business hours and as often as Billings may deem necessary, make available to Billings, for examination, all of its records with respect to all matters covered by this Contract for a period ending three years after the date the Engineer is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Engineer shall submit such other information and reports relating to its activities under this Contract, to Billings, in such form and at such times as Billings may reasonably require. The Engineer shall permit Billings to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. Billings may, at its option, permit the Engineer to submit its records to Billings in lieu of the retention requirements of this Section.

Section 11. Availability of Funds.

Payments under this Contract may require funds from future appropriations. If sufficient funds are not appropriated for payments required under this Contract, this Contract shall terminate without penalty to Billings; and Billings shall not be obligated to make payments under this Contract beyond those which have previously been appropriated.

IN WITNESS WHEREOF, the parties have executed this Contract on the date and at the place shown below.

City of Billings

Engineer

\_\_\_\_\_  
City Council or Designee

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

ATTEST:

IRS Tax ID # \_\_\_\_\_

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

APPROVED AS TO FORM:

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

By \_\_\_\_\_

BRENT BROOKS, City Attorney

STATE OF MONTANA            )  
  :ss.  
COUNTY OF YELLOWSTONE    )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of \_\_\_\_\_, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission Expires: \_\_\_\_\_

**Note:**       **Final contract documents will require the Engineer's signature to be notarized.**

## Appendix A

### Basic Services of Engineer City of Billings W.O. 17-14 Grand Avenue Water and Sanitary Sewer Extension Project

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#### Section 1. Engineer's Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Engineer's portion of the project as defined in the scope of work and to prepare and deliver to Billings all plans, specifications, bid documents, and other material as designated herein.
- B. Ascertain such information as may have a bearing on the work from local units of government, utility companies, and private organizations and shall be authorized to procure information from other authorities besides Billings, but shall keep Billings advised as to the extent of these contacts and the results thereof.
- C. Prepare and present such information as may be pertinent and necessary in order for Billings to pass critical judgment on the features of the work. The Engineer shall make changes, amendments or revisions in the detail of the work as may be required by Billings. When alternates are being considered, Billings shall have the right of selection.
- D. Engineer's work shall be in accordance with the standards of sound engineering and present City, State, and National standards and policies currently in use.
- E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121 and 18-2-122, and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.
- F. The Engineer shall certify with the submission of final plans that the plans are in conformance with applicable sections of Title 69, Chapter 4, Part 5, of the Montana Code Annotated as pertaining to existing utilities.
- G. To perform professional services in connection with the project and will serve as Billings' representative in those phases of the project to which this agreement applies.
- H. Where Federal funds are involved, the necessary provisions to meet all requirements will be complied with and documents secured and placed in the bidding documents.
- I. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Engineer. Reports will be submitted in a timely manner to permit prompt resolution of problems.

- J. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project, the Task Director designated for the Engineer is Kolten Knatterud, PE working under the Principal-in-Charge, Mark Bellon, PE.

Section 2. Billings Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete Billings' portion of the project as designated in the scope of work.
- B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Randy Straus, PE working under the City Engineer, Debi Meling, PE.

Section 3. Scope of Work.

**SCOPE OF WORK:**

The scope of work covered by this agreement is described hereafter:

**TERRITORIAL LANDWORKS, INC.**

<b>Consulting Scope of Services &amp; Cost Estimate</b>					
<b>PROJECT NAME:</b>		City of Billings - Grand Avenue Water & Sewer Main Extension	<b>DATE:</b> 11/2/2016		
Item No.	Description	Scope	TLI Services	Direct Expenses	Agency Review Fees
107	Pre-Design Meeting and Project Coordination	TLI design team members to meet with City Engineering to obtain as-built records and discuss project goals, schedule, and coordination.	\$ 100.00		
110	Property Information/Research	TLI will research and identify adjacent landowners, utility providers, irrigation agencies, and stakeholders impacted by the project. We will research development plans and entitlements for adjacent properties to determine if any accommodations are necessary for any known future extensions from the water/sewer trunk lines.	\$ 934.00		
116	Feasibility Analysis - Open Trench vs Directional Boring	TLI will prepare a preliminary engineers' estimate of quantities and construction costs for the project for two construction scenarios 1) Open Trench Construction 2) Directional Drilling construction, for the sewer and water main. We will look at the logistics of each scenario and combinations of each and make recommendation to the City on construction method for this project.	\$ 1,111.00		
199	Series 100 Exceptions	Unless a service is listed in the Scope of Services (Scope), it should be assumed that the service is not included at this time. If additional services which are not listed in the Scope are identified or desired, an amendment to the Scope will be necessary and can be provided along with the appropriate financial adjustment.	\$ -		
<b>Series 100 Total</b>			<b>\$ 2,145.00</b>	<b>\$ -</b>	<b>\$ -</b>
<b>200 Series - Field Work &amp; Surveying</b>					
Item No.	Description	Scope	TLI Services	Direct Expenses	Agency Review Fees
200	Project Management	TLI project meetings, schedule, and project coordination associated with the 200 Series portion of work.	\$ 946.00		
205	Geotechnical Investigation	TLI will direct SK Geotechnical to complete subsurface boring investigations to determine existing soil and groundwater conditions. TLI will monitor boring results while mobilized to verify soil consistency and adequacy of testing frequency. TLI will work with SK and City Engineering to evaluate ground-water conditions, trenching construction, bedding and backfill requirements, street typical gravel/paving sections, including geotechnical enhancements i.e. grid or fabric recommendations and subsurface utility design considerations. We will report findings and design recommendations to City Engineering. Per discussion with the City Project Manager, we recommend installing additional groundwater monitoring wells so groundwater levels can be assessed by the Contractor for their required dewatering design/plan.	\$ 1,018.00	\$ 17,673.00	
215	R/W - Survey Research	PLS/Survey Department to perform necessary research to determine the R/W width and location within the project area. Initial review will determine whether additional easements or R/W that may be needed. Initial research indicates a 60' R/W width, with additional R/W dedications being made by the adjacent subdivisions.	\$ 760.00		
226	Control & R/W Survey	Primary and tertiary control points will be placed at inter-visible locations along the project corridor. Control will be observed using a combination of GPS and robotic total station observations, with the resultant control referenced to the Montana State Plane Coordinate System (at ground) and NAVD88 vertical datum. This control will also be utilized for the topographic mapping and construction staking phases. Survey measurements will also be made to existing surveys along the route to enable the determination of the R/W limits.	\$ 1,240.00	\$ 100.00	
229	Utility Coordination, Research, and Pre-Survey Utility Locate	Existing utilities will be located utilizing a local utility locate service. We will identify utility owners, review utility records, and survey existing utility locations based on locates.	\$ 1,018.00		
232	Right-of-Way Street Corridor Mapping	TLI survey crews will visit the site and ties structures, improvements, site features and ground elevations sufficient to create an accurate map of the site. Contours will be generated at one-foot intervals based upon the collected data, creating a surface suitable for design. Site features include, but are not limited to: mail boxes, utility lines, fences, power poles, wells, pathways, driveways and signs. Mapping will be completed and referenced to the previously established control on the Montana State Plane Coordinate System and the vertical datum will be referenced to NAVD88.	\$ 2,218.00	\$ 200.00	
238	R/W Reduction	PLS will reduce survey data from the field in conjunction with previously obtained exhibits, deeds, easements, plats and R/W plans to establish project right-of-way boundaries. Retraced boundaries will be superimposed onto project drawings.	\$ 880.00		
241	Mapping Reduction	Time included for TLI draftsman to reduce survey data, topography, and utility mapping into AutoCAD digital format for use in engineering designs. Resultant mapping and surface data will be shown and referenced to the existing R/W. Digital line work and surface data will be reviewed for quality and completeness prior to onset of civil design.	\$ 1,110.00		

299	Series 200 Exceptions	Unless a service is listed in the Scope of Services (Scope), it should be assumed that the service is not included at this time. If additional services which are not listed in the Scope are identified or desired, an amendment to the Scope will be necessary and can be provided along with the appropriate financial adjustment.			
			Series 200 Total	\$ 9,190.00	\$ 17,973.00
<b>500 Series - MDEQ: Applications, Deviation Requests</b>					
Item No.	Description	Scope	TLI Services	Direct Expenses	Agency Review Fees
500	Project Management	TLI project meetings, schedule, and project coordination associated with this portion of work.	\$ 400.00		
555	DEQ 2 Sewer System, Report	Prepare a Sewer Main Certified Checklist for the sewer main extension. This checklist requires a thorough review of the plans against MDEQ's Circular DEQ-2. In addition, we will need to prepare a simple design report in accordance with Circular DEQ-2. This includes getting certification from the City that they will retain a PE to certify the improvements and review by the governing body's Engineering staff for the main extension plans. Assumes there will be no Deviation requests.	\$ 1,399.00		
558	DEQ 2 Sewer System, Construction Plans	Complete Construction Plans will be prepared depicting plan and profile for approximately 900 lineal feet of sewer, with manholes, City of Billings details and specifications for site specific conditions.	\$ 4,247.00		
577	DEQ 1 Water System, Report	Given this is a simple water main extension, the MDEQ Certified Checklist for water mains will be used. This checklist requires a thorough review of the plans against MDEQ's Circular DEQ-1 for compliance. In addition, a simple design report will be prepared in accordance with Circular DEQ-1. This includes getting certification from the City that they will retain a PE to certify the improvements and review by the governing body's Engineering staff for the main extension plans. Assumes there will be no Deviation requests.	\$ 1,399.00		
580	DEQ 1 Water System, Construction Plans	Complete Construction Plans will be prepared depicting plan and profile for approximately 900 lineal feet of water with valves, bends, and appurtenances. Typical City of Billings details and specifications will be included.	\$ 4,603.00		
591	MDEQ Submittal	Finalize DEQ-1 and DEQ-2 packets, copy, and send in. Estimate of review fees included as reimbursable expense. Note that review fees have been calculated on preliminary layouts and actual fees may vary pending final designs and lot layout. Fees will be reimbursed by the Client at cost.	\$ 478.00		\$ 950.00
599	Series 500 Exceptions	Unless a service is listed in the Scope of Services (Scope), it should be assumed that the service is not included at this time. If additional services which are not listed in the Scope are identified or desired, an amendment to the Scope will be necessary and can be provided along with the appropriate financial adjustment.	\$ -		
			Series 500 Total	\$ 12,526.00	\$ -
<b>600 Series - Final Design Development and Agency Coordination</b>					
Item No.	Description	Scope	TLI Services	Direct Expenses	Agency Review Fees
600	Project Management	TLI project meetings, schedule, and project coordination associated with the 600 Series portion of work.	\$ 400.00		
618	Existing Roadway - Section Replacement	It is assumed the replacement roadway section will be designed by SK to match the existing roadway section and will be called out in a typical asphalt restoration detail. No additional roadway plans or design will be provided.	\$ 456.00		
606	Design Development - 30% Construction Set (Horizontal Layout)	TLI will meet with the City of Billings to review the plan set and go over the site specific items identified to be addressed as part of the design. Time included to coordinate the meeting, attend the meeting, and follow up in writing with issues identified.	\$ 509.00		
610	Design Development - 70% Construction Set	70% plans sets will include plan/profile and details and address site specific conditions. Plans will include all 30% elements which will be supplemented with vertical design elements. Vertical design will be finalized including design profiles, pertinent spot elevations, and finished grade contours.	\$ 509.00		
612	Design Development - 90% Construction Set	90% plans sets will include specific call outs and final specifications. Plans will include all 70% elements which will be supplemented with notes, specifications, callouts, and non-typical detailing. Note that costs for development of the Sewer and Water Main Extension plans is included in Item No. 558 and 580.	\$ 509.00		
612	Design Development - 100% Construction Set	100% will incorporate and design specifications and be submitted to City for Construction.	\$ 351.00		
618	Utility Coordination - Plan Circulation and Review	Upon development of 30%-70% construction plans utility companies will be contacted and provided with cursory set of plans for review and comment. Assumes 1 meeting will be scheduled to discuss utility issues.	\$ 1,018.00		
646	Irrigation Ditch Coordination - Plan Circulation and Review	Upon development of 30%-70% construction plans irrigation companies will be contacted and provided with cursory set of plans for review and comment. Assumes 1 meeting will be scheduled to discuss irrigation facility impacts.	\$ 698.00		
654	Neighborhood Notification and Public Meeting	A notification letter will be sent to residents and property owners including school officials after designs are complete in order to inform affected citizens of the impacts expected from the upcoming project. Time also included to advertise and host on e public meeting after designs are complete to answer questions and solicit feedback regarding the construction schedule.	\$ 2,124.00		
662	Traffic Control Plan	Due to school traffic TLI will develop mandates incorporated into the project special provisions directing the contractor to mitigate impacts to traffic with their traffic control plan. The Contractor will be responsible for all Traffic Control Plans and implementation processes.	\$ 1,574.00		

699	Series 600 Exceptions	Unless a service is listed in the Scope of Services (Scope), it should be assumed that the service is not included at this time. If additional services which are not listed in the Scope are identified or desired, an amendment to the Scope will be necessary and can be provided along with the appropriate financial adjustment.			
			Series 600 Total	\$ 8,148.00	\$ -
<b>800 Series - Construction Administration, Inspections, and Staking</b>					
Item No.	Description	Scope	TLI Services	Direct Expenses	Agency Review Fees
800	Project Management	TLI project meetings, schedule, and project coordination associated with the 800 Series portion of work.	\$ 2,432.00		
801	Contract Documents and Special Provisions	TLI will prepare a Project Manual with Project Drawings, Specifications, and City Contract Documents formatted per City of Billings Standard MODS and Contract Documents. The Contract will include an itemized bid schedule and will integrate the City of Billings Project Special Conditions and applicable contract forms prepared for City Council Approval. The Contract Documents will include the following sections: Invitation to Bid, Instructions to Bidders, Acknowledgment of Receipt of Addendum, Bid Form and Unit Price Schedule, Bid Bond, Notice of Award, Agreement, Payment and Performance Bonds, Notice to Proceed, Change Order Form, Application for Payment Form, Certificate of Completion Form, General Conditions, Supplementary Conditions, Wage Rates, EEO Requirement Provisions, City of Missoula Special Provisions, and TLI Special Provisions. The contract documents will also include the Final Construction Drawings. Assumes no Federal Funds will be used.	\$ 2,735.00		
803	Quantity Estimates	Based on Final Construction Drawings, TLI will compute final quantities of Site work items for the bid schedule and Engineer's Cost Estimate.	\$ 1,168.00		
805	Engineer's Cost Estimate	A detailed engineer's estimate for the project will be provided to City Engineering for project cost verification and bid comparison reference. TLI will use historical bid date to finalize the Engineer's Cost Estimate.	\$ 812.00		
807	City of Review Contract Documents, Plans, and Specifications	TLI will provide Final Plans, contract documents, and specifications in the form of a project manual to City of Billings for review and final approval. Assumes City Engineering will coordinate with the City Attorney for cursory review of contract documents.	\$ 622.00		
811	Bidding Assistance	TLI will coordinate bid advertisement and bid solicitation with City of Billings. Answer bidder's questions and attend pre-bid meeting to present project to interested contractors. Assist with bid opening, review of bids and bid bond for compliance with specifications, prepare bid tabulation for review, and provide recommendation to City for award. Upon approval for award by the City, TLI will issue the Notice of Award.	\$ 1,234.00		
813	Neighborhood Notification - Public Relations	Our team will work with the Contractor and the City to implement public relation measures necessary to inform the public of upcoming project schedules and identify a medium to provide weekly updates to stakeholders. Assumes one notification letter will be sent to stakeholders and weekly updates provided to the City to be posted on their website.	\$ 700.00		
815	Contract Administration	TLI will coordinate and attend a pre-construction meeting with City Engineering and the selected Contractor. TLI will review Contractor submittals including schedule, shop drawings, payment, and performance bonds. TLI will issue a Notice to Proceed, review payment applications, setup and attend weekly meetings with the City and Contractor to process any field orders, work change directives, change orders, and delegation of miscellaneous bid items. TLI will administer the construction contract in conjunction with construction inspections and closely track quantities and strictly adhere to and utilize contract provisions. Weekly updates will be provided to City Engineering and they will be immediately notified of any issues encountered with construction. Public Notification Prior to Construction: TLI will assist with the notification of local residents and property owners to inform them of the Contractor's Project Schedule and Traffic Control Plan.	\$ 5,691.00		
819	Control Survey and Remonumentation Survey	Perform preconstruction control verification survey. Verify all control monuments are in place and tied to construction survey tolerances. Time included to develop control diagram and table for distribution to contractor. Re-set centerline monuments after construction where applicable and file appropriate corner	\$ 2,390.00	\$ 300.00	
821	Sewer Main and Appurtenance Construction Staking	Survey Crew will provide stakes for the sewer manholes, sewer main alignment/profile and appurtenances per the approved construction plans. TLI will provide one set of offset stakes to top back of inlet or center of manhole and at 25 foot intervals for each pipe as needed to layout and construct sewer improvements. Additional staking and re-staking required by contractor will be completed at contractor's expense in accordance with the contract documents. Cut sheets will be provided to contractor.	\$ 1,752.00	\$ 100.00	
823	Water Main and Appurtenances Construction Surveying	Survey crew will provide stakes for the water main alignment and appurtenances per the approved design plans. Assumes stakes will be needed at 50 foot intervals along station, and at beginning and end of pipe, connections, horizontal or vertical bend, valves, tees, blow offs, air reliefs, hydrants, and the location of the water service connection at the main. Stakes will be provided at set offsets as outlined by the contractor and assumes that work can be completed in 1 visit. Crew will collect "as-staked" information for verification of stake accuracy.	\$ 1,752.00	\$ 100.00	

827	Design Exception Staking Misc. Staking	Time included for 1 day of mapping for value engineering, grade checks, restaking per City and other exceptions encountered with design upgrade directives.	\$ 1,469.00	\$ 100.00	
837	Construction Staking - Grade Control for Roadway Reconstruction	Survey crew will provide offset stakes to centerline, finished grade. Assumes stakes will be needed every 50 feet along station and at grade brakes.	\$ 1,813.00	\$ 75.00	
871	Construction Inspection	TLI will provide full-time construction oversight to ensure Contractor is completing project in substantial compliance with the Plans and Specifications. Inspections will be documented and included in final close-out documents for project. Assumes a (45) day construction schedule and includes weekly on-site meeting with TLI, City Engineering, and Contractor. Services will include complete project documentation including daily diaries and photographs in conformance with City of Billings and industry standards; coordinate with testing technicians and third party stakeholders; Ensure materials are documented and meet project specifications; Identify non-compliant work in timely manner for correction; Document and track project quantities; Verify quality and content of work complies with contract documents; Ensure project documents are accurate and current; Document and report field conditions to City and design team; Coordinate daily with design team and City Engineering; Establish progress report schedule.	\$ 29,778.00		
873	Material Testing	Time for coordination with material testing sub-contractor.	\$ 1,068.00	\$ 18,166.00	
875	Final Walkthrough after Certificate of Substantial Completion	TLI will process Substantial Completion form at the request of the contractor. TLI will participate in the preliminary walkthrough with Contractor and City of Billings. Upon completion of any punch list items TLI will participate in final walkthrough with the City of Billings, and Contractor prior to final project acceptance. All deficiencies/corrections will be noted and documentation will be provided to the	\$ 356.00		
899	Series 800 Exceptions	Unless a service is listed in the Scope of Services (Scope), it should be assumed that the service is not included at this time. If additional services which are not listed in the Scope are identified or desired, an amendment to the Scope will be necessary and can be provided along with the appropriate financial adjustment.	\$ -		
<b>Series 800 Total</b>			<b>\$ 55,772.00</b>	<b>\$ 19,541.00</b>	<b>\$ -</b>
<b>900 Series - Final Project Documentation</b>					
Item No.	Description	Scope	TLI Services	Direct Expenses	Agency Review Fees
900	Project Management	TLI project meetings, schedule, and project coordination associated with the 900 Series portion of work.	\$ 323.00		
902	Final Inspection	Final inspection with contractor and City Engineering	\$ 356.00		
911	Construction As-Builts - Water	TLI will utilize field notes and inspection records to develop as-built plans for the water main extension.	\$ 345.00		
914	Construction Certifications - Water	TLI will prepare the required attachments as-built plans, materials testing results, photographs, final AutoCAD drawings, inspection reports, etc. to certify the water main extension to the City of Billings.	\$ 501.00		
917	Construction As-Builts - Sewer	TLI will utilize field notes and inspection records to develop as-built plans for the sewer main extension.	\$ 345.00		
920	Construction Certifications - Sewer	TLI will prepare the required attachments as-built plans, materials testing results, photographs, final AutoCAD drawings, inspection reports, etc. to certify the sewer main extension to the City of Billings.	\$ 501.00		
962	Warranty Inspection	12 months after certificate of completion has been issued, TLI will schedule warranty inspections with the contractor, City Engineering - any warranty items will be discussed and resolved.	\$ 456.00		
999	Series 900 Exceptions	Unless a service is listed in the Scope of Services (Scope), it should be assumed that the service is not included at this time. If additional services which are not listed in the Scope are identified or desired, an amendment to the Scope will be necessary and can be provided along with the appropriate financial adjustment.	\$ -		
<b>Series 900 Total</b>			<b>\$ 2,827.00</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Summary</b>		TLI Services	Direct Expenses	Agency Review Fees
Item No.	Description			
100 Series	Preliminary Project Assessment and Planning	\$ 2,145.00	\$ -	\$ -
200 Series	Field Work & Surveying	\$ 9,190.00	\$ 17,973.00	\$ -
500 Series	MDEQ: Applications, Deviation Requests	\$ 12,526.00	\$ -	\$ 950.00
600 Series	Final Design Development and Agency Coordination	\$ 8,148.00	\$ -	\$ -
800 Series	Construction Administration, Inspections, and Staking	\$ 55,772.00	\$ 19,541.00	\$ -
900 Series	Final Project Documentation	\$ 2,827.00	\$ -	\$ -
Total Consulting and Reimbursable		<b>\$ 90,608.00</b>	<b>\$ 37,514.00</b>	<b>\$ 950.00</b>
Total Estimate including Reimbursable		<b>\$129,072.00</b>		

## Appendix B

### Methods and Times of Payment City of Billings W.O. 17-14 Grand Avenue Water and Sanitary Sewer Extension Project

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#### Section 1. Payments for Basic Services.

Billings shall authorize payment to the Engineer for services performed under Appendix A of this Agreement. Partial payment shall be due the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer.

Billings shall deduct five percent (5%) from each monthly pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final documents by Billings, and determination that the scope of work has been satisfactorily completed.

- A. For services rendered prior to construction, Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed \$129,072.00 (One Hundred Twenty Nine Thousand Seventy Two and 00/100 dollars) based on the following tasks:

100 Series – Preliminary Project Assessment and Planning	\$2,145
200 Series – Field Work & Surveying	\$27,163
500 Series – MDEQ: Applications, Deviation Requests	\$13,476
600 Series – Final Design Development and Agency Coordination	\$8,148
800 Series – Construction Administration, Inspections and Staking	\$75,313
900 Series – Final Project Documentation	\$2,827

- B. Final payment shall be the above stated basic fee less all previous payments.

#### Section 2. Payments for Extra Services when Authorized by Billings.

Work requests made or conditions identified by interested groups at the agency or public meetings which are beyond the scope and intent of this project shall be paid for on an hourly basis at the applicable fees in Appendix D or by an addendum to the agreement.

#### Section 3. Corrections.

Costs of Billings' work that is required for the purpose of correcting the Engineer's work shall be deducted from any payments due the Engineer if the Engineer fails to make the required corrections.

#### Section 4. Fee Increases

For contracts and services that are expected to require more than one (1) year to complete, the above stated basic services payments may be reviewed and adjusted annually by mutual agreement of the parties, based upon documented evidence that the Engineer's costs and hourly rates as shown in Appendix D have increased for all comparable clients.

## **Appendix C**

### **Additional Services of Engineer City of Billings W.O. 17-14 Grand Avenue Water and Sanitary Sewer Extension Project**

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Extra Services of the Engineer will be paid only with written prior authorization by Billings.

- A. Requests made or conditions identified which are beyond the scope and intent of the services identified under Appendix A.

## **Appendix D**

### **Schedule of Professional Fees City of Billings W.O. 17-14 Grand Avenue Water and Sanitary Sewer Extension Project**

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Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustments. Hourly rates for services effective on the date of this Agreement are included below.

The itemized schedule provided below includes direct labor costs, normal payroll and overhead costs, transportation, furnishing equipment and materials normally required for performance of the work and reasonable profit. Direct project costs not itemized herein shall be paid for at actual cost.

Rate changes may be made to the fee schedule by the Engineer to reflect increased salaries and other business costs. Engineer shall submit a revised rate schedule at the time of the change if requested by the Owner. Rate schedule changes made by the Engineer during the term of this Contract shall not alter the maximum project professional fee set forth in the Contract. Changes that alter the maximum project professional fee are covered in Appendix B.

The cost of Professional Liability Insurance coverage is included in the hourly rates of personnel.



**STANDARD BILLING RATES**  
**Missoula and Billings Offices**  
**Rates Effective through February 28, 2017**

**Professional Services:**

Principal Project Manager.....	\$131 / hour
Senior Project Manager.....	\$115 / hour
Project Manager.....	\$100 / hour
Land Survey Technician.....	\$95 / hour
Production Staff.....	\$89 / hour
Technician.....	\$78 / hour

*Principal Project Managers, Senior Project Managers, Project Managers, Production Staff, and Technicians include engineers (professional and intern), surveyors (professional and intern), registered sanitarians, scientists, land use planners and water/waste Water operators.*

**Draftsperson**

Lead Draftsperson.....	\$89 / hour
Design Draftsperson.....	\$84 / hour
Technical Draftsperson.....	\$78 / hour

**Support Staff**

Project Assistant.....	\$61 / hour
Marketing Specialist.....	\$53 / hour
Clerical & Administrative.....	\$48 / hour

**Survey Crews**

1-Person Crew.....	\$100 / hour
2-Person Crew.....	\$145 / hour
Survey Assistant (extra if needed).....	\$60 / hour

*The number of survey crew members necessary to safely and efficiently complete survey field work will be determined on a case by case basis specific to each project.*

**Equipment Rates**

Company Vehicle.....	\$0.54 / mile
GPS/Robotics.....	\$75 / day
ATV.....	\$50 / day
Well sounder.....	\$25 / day
Submersible Pump.....	\$20 / day

**Reimbursable Expenses**

Approved per diem.....	\$35 / day
Copier Reproduction.....	\$0.05 / page
Prints (plotting).....	\$0.10 / square foot
Sub-consultants.....	Cost + 10%
Agency Review Fees.....	Cost
Direct Project Expenses.....	Cost

## Appendix E

### Project Schedule City of Billings W.O. 17-14 Grand Avenue Water and Sanitary Sewer Project

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Based on a notice to proceed by Billings date no later than February 27, 2017, the completion date for the Engineer's work through final design shall be:

1. Preliminary Engineering Services (30% Design): May 1, 2017
2. Preliminary Engineering Services (70% Design): May 22, 2017
3. Preliminary Engineering Services (90% Design): June 5, 2017
4. Final Engineering Services (100% Design): June 19, 2017
5. Construction Services to be based on Contractor Schedule.

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

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

**Appendix F**

**Certificate(s) of Insurance  
City of Billings W.O. 17-14  
Grand Avenue Water and Sanitary Sewer Extension Project**

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Attach Certificate(s) of Insurance





TERRINC-04

KMUZZANA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/25/2017

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

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


<b>PRODUCER</b> License # 0696868 <b>HUB International Mountain States Limited</b> 2703 Connery Way Missoula, MT 59808	<b>CONTACT NAME:</b> Kaye Muzzana <b>PHONE (A/C, No, Ext):</b> (406) 532-3896 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> kaye.muzzana@hubinternational.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Casualty &amp; Surety Company of America</td> <td>31194</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Casualty & Surety Company of America	31194	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b>  Territorial-Landworks, Inc. P O Box 3851 Missoula, MT 59806														

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			105386881	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0
	<input checked="" type="checkbox"/> Errors and Omissions						MED EXP (Any one person) \$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 0
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 0
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED    RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE    OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N    N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
re: W.O. 17-14 Grand Avenue Water and Sanitary Sewer Extension Project.

<b>CERTIFICATE HOLDER</b>  City of Billings 2224 Montana Avenue Billings, MT 59101	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ARCHITECTS, ENGINEERS AND SURVEYORS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** Provisions A. – T. and V. of this endorsement broaden coverage. Provisions U. and W. of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>A. Broadened Named Insured</li> <li>B. Incidental Medical Malpractice</li> <li>C. Reasonable Force – Bodily Injury Or Property Damage</li> <li>D. Non-Owned Watercraft – Increased To Up To 75 feet</li> <li>E. Aircraft Chartered With Crew</li> <li>F. Extension Of Coverage – Damage To Premises Rented To You</li> <li>G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion</li> <li>H. Medical Payments Limit</li> <li>I. Increased Supplementary Payments</li> <li>J. Additional Insured – Owner, Manager Or Lessor Of Premises</li> <li>K. Additional Insured – Lessor Of Leased Equipment</li> <li>L. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises</li> <li>M. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations</li> </ul> | <ul style="list-style-type: none"> <li>N. Additional Insured – Architect, Engineer Or Surveyor</li> <li>O. Who Is An Insured – Newly Acquired Or Formed Organizations</li> <li>P. Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess</li> <li>Q. Per Project General Aggregate Limit</li> <li>R. Knowledge And Notice Of Occurrence Or Offense</li> <li>S. Unintentional Omission</li> <li>T. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement</li> <li>U. Amended Bodily Injury Definition</li> <li>V. Amended Insured Contract Definition – Railroad Easement</li> <li>W. Amended Property Damage Definition – Tangible Property</li> <li>X. Additional Definition – Contract or Agreement Requiring Insurance</li> </ul> |
|---|--|

### PROVISIONS

#### A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

The person or organization named in Item 1. of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However,

coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. This Provision A. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

#### B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to Paragraph 1. Insuring Agreement of **COVERAGE A BODILY**

**INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

2. As used in this Provision B:
  - a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;
  - b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph 2.a.(1)(d) of **WHO IS AN INSURED (Section II)** does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

4. The following exclusion is added to Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

**Sale of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The insurance provided by this Provision B. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

**C. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE**

The **Expected Or Intended Injury** Exclusion in Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

**Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

**D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET**

1. The exception contained in Subparagraph (2) of the **Aircraft, Auto Or Watercraft** Exclusion in 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 75 feet long; and

(b) Not being used to carry persons or property for a charge;

2. Only as respects the insurance provided by this Provision D., **WHO IS AN INSURED (Section II)** is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.

3. The insurance provided by this Provision D. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

**E. AIRCRAFT CHARTERED WITH CREW**

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft** Exclusion in Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

Aircraft chartered with crew, including a pilot, to any insured.

2. This Provision E. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision E. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

**F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU**

1. The last paragraph of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**.

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
  - a. Rupture, bursting, or operation of pressure relief devices;
  - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
  - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Paragraph 6. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to

any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$1,000,000; or
  - b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.
4. Paragraph a. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:
    - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";
  5. This Provision F. does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is excluded by another endorsement to this Coverage Part.

**G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION**

The following is added to the **Knowing Violation Of Rights Of Another Exclusion** in 2. **Exclusions of COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY** of the **WEB XTEND LIABILITY Endorsement**:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

COMMERCIAL GENERAL LIABILITY

**H. MEDICAL PAYMENTS LIMIT**

The Medical Expense Limit shown in the Declarations for this Coverage Part is increased to \$10,000.

**I. INCREASED SUPPLEMENTARY PAYMENTS**

Paragraphs 1.b. and 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** in **COVERAGES (Section I)** are amended as follows:

1. In Paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

**J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES**

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
  - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.
2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
    - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
    - b. The insurance afforded to such additional insured does not apply to:
      - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

- (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT**

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
  - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.
2. The insurance provided to such additional insured under this Provision K. is subject to the following provisions:
    - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
    - b. The insurance afforded to such additional insured does not apply:
      - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

(2) If the equipment is leased with an operator.

3. This Provision K. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES**

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

**M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS**

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

**N. ADDITIONAL INSURED – ARCHITECT, ENGINEER OR SURVEYOR**

1. The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any architect, engineer or surveyor engaged by or for you that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or "your work".

2. This Provision N. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**O. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

1. Paragraph 4.a. of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

2. This Provision O. does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

**P. WHO IS AN INSURED – UNNAMED PARTNERSHIP OR JOINT VENTURE – EXCESS**

1. The last paragraph of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Common Policy Declarations.

## COMMERCIAL GENERAL LIABILITY

However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Common Policy Declarations, and
  - b. In which you are a member or partner where each and every one of your co-ventures in that joint venture is an architectural, engineering, or surveying firm.
2. This Provision P. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.
  3. The insurance provided by this Provision P. shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

### Q. PER PROJECT GENERAL AGGREGATE LIMIT

1. Paragraph 2. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage B; and
  - b. Damages from "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which cannot be attributed only to operations at a single "project".
2. The following is added to **LIMITS OF INSURANCE (Section III)**:

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage A for damages and under Coverage C for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

- a. Any other Per Project General Aggregate Limit for any other "project";
- b. The General Aggregate Limit; or
- c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision Q.:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

### R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

**S. UNINTENTIONAL OMISSION**

1. The following is added to Paragraph 6. **Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision S. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT**

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or

4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

**U. AMENDED BODILY INJURY DEFINITION**

The definition of "bodily injury" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person;
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease; or
- c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

**V. AMENDED INSURED CONTRACT DEFINITION - RAILROAD EASEMENT**

1. Subparagraph c. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

- c. Any easement or license agreement;

2. Subparagraph f.(1) of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted.

**W. AMENDED PROPERTY DAMAGE DEFINITION - TANGIBLE PROPERTY**

The definition of "property damage" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.

COMMERCIAL GENERAL LIABILITY

X. The following definition is added to **SECTION V – DEFINITIONS**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury"

and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**INSURANCE (Section III)** for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**Regular City Council Meeting**

**Meeting Date:** 02/27/2017

**TITLE:** Approval of Aviation and Transit Department Bus and Bench Advertising Concession Agreement

**PRESENTED BY:** Kevin Ploehn, Director of Aviation and Transit

**Department:** Transit

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**PROBLEM/ISSUE STATEMENT**

A Request for Proposals (RFP) was recently advertised by MET Transit, seeking proposals from qualified concessionaires to operate the Bus and Bench Advertising Concession for the City. The advertising opportunities with MET Transit consist of 19 buses with various back and sign panels, as well as buses available for vinyl advertising wraps. The concession also includes 15 Paratransit vans, which can either be used for a vinyl back wrap or with the existing back advertising panels. Also, MET Transit has approximately 225 bus bench sites that display advertising at various locations throughout the City, and two 46" x 67" panels for advertising, one at each transfer center.

The RFP was advertised in *The Billings Times* on December 15 and 22, 2016, and January 12, 2017, and on MET Transit's Website. This resulted in 12 requests for the RFP to interested parties. Despite this activity, only one proposal was received. That proposal was from the current concessionaire, Blair Unlimited, Inc.

Staff evaluated the sole proposal from Blair Unlimited, Inc. to determine if the proposal met the specifications and various parameters as identified in the RFP. Subsequently, staff recommends selecting Blair Unlimited, Inc. as the concessionaire.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve staff's recommendation to accept the proposal from Blair Unlimited, Inc. and enter into a five-year concession agreement; or
- Disapprove staff's recommendation to accept the proposal from Blair Unlimited, Inc. and advise staff on how to proceed.

**FINANCIAL IMPACT**

The Bus and Bench Advertising Concessionaire Agreement calls for the City of Billings Aviation and Transit Department to receive 40% of the annual gross sales revenue or a minimum annual guarantee of \$50,000, whichever is greater. This is identical to the revenues offered in the existing Advertising Concession Agreement. In fiscal year 2016, the Transit Division received \$135,600 in advertising concession revenues and MET staff anticipates similar revenue numbers in the future.

**RECOMMENDATION**

Staff recommends that Council approve the MET advertising concession proposal from Blair Unlimited, Inc. and authorize the Mayor to sign the five year agreement.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 02/27/2017

**TITLE:** W.O. 16-09 Grand Avenue; 52nd to 58th Streets West - Resolution of Intent to Construct Improvements and set a Public Hearing

**PRESENTED BY:** David Mumford, Public Works Director

**Department:** Public Works

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**PROBLEM/ISSUE STATEMENT**

W.O. 16-09 will improve Grand Avenue from 52nd Street West to 58th Street West. Improvements will consist of installation of a multi-use path and other miscellaneous related items. All of the City properties within the project boundary have either paid for their portion of the improvements through a cash contribution or are obligated to pay for them through an agreement with the City, with the exception of Hope Church. These properties include Vintage Estates, Grand Peaks Subdivision, MK Subdivision, Daybreak Subdivision, Trails West Subdivision, and School District 2 for the Ben Steele Middle School. In order to assess the Church property for its share of path costs, Council must pass a Resolution of Intent to assess the property and hold a Public Hearing to allow for property owner comments and protests. The assessments for this section of Grand Avenue are for the same types of items as were agreed upon from other properties along this street.

**ALTERNATIVES ANALYZED**

The Council may:

- Pass this Resolution of Intent and set a Public Hearing for the March 27th Council meeting; or
- Do not pass this Resolution of Intent and do not set a Public Hearing date. Funding for the property owner improvements would need to be found in order to continue with this section of Grand Avenue.

**FINANCIAL IMPACT**

The proposed project is funded through multiple sources, including direct property assessments, for a total estimated project cost of \$4,025,000 as follows:

Assessed Costs	\$25,000
City Funds	\$2,200,000
Developer Contributions	\$1,000,000
School District 2	\$800,000

Funding for the proposed project is identified in the Capital Improvement Plan and in the Fiscal Year 2017 budget.

**RECOMMENDATION**

Staff recommends that Council approve this Resolution of Intent to assess property for W.O. 16-09 and setting a public hearing on March 27, 2017.

# APPROVED BY CITY ADMINISTRATOR

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## Attachments

Resolution of Intent

Exhibit A

Exhibit B

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RESOLUTION NO. 17-\_\_\_\_\_

A RESOLUTION RELATING TO W.O. 16-09, GRAND AVENUE – 52<sup>ND</sup> STREET WEST TO 58<sup>TH</sup> STREET WEST; DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO ORDER IN THE PROGRAM FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SIDEWALK IMPROVEMENT BONDS SECURED BY THE CITY’S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND.

WHEREAS, the City of Billings is granted the authority pursuant to Billings City Council Resolution No. 04-18137 (amending Resolution No. 99-17447) and § 7-14-4109, MCA, to order certain improvements without creation of a special improvement district including sections of curb, gutter, and sidewalks as a component of street improvement projects along all arterial streets in established neighborhoods and to order that these costs are to be assessed to fronting property owners with subsidies provided through various sources as available on a project by project basis; and

WHEREAS, the Billings City Council has affirmed that public infrastructure improvements should be completed in conjunction with the development process and in accordance with the City of Billings Site Development Ordinance, and

WHEREAS, streets within the City of Billings not previously constructed to a full maintainable standard, including installation of curb, gutter and sidewalk should be upgraded on an ongoing basis, and

WHEREAS, the safety of school children and other pedestrians and the convenience of the public require installation, construction, reconstruction, repair or replacement of curbs and gutters, sidewalks, multi-use paths, drive approaches, alley approaches, and/or appurtenant features or combinations thereof; and

WHEREAS, said improvements should be ordered as provided by law.

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

1. INTENTION TO ORDER IN. It is the intention of the Council to order the installation of certain sidewalks and appurtenant improvements in certain locations, which improvements and locations are more fully described in Exhibits “A” and “B” attached hereto.
2. AFFECTED PROPERTIES. All properties, which will be required to pay any portion of the costs of the improvements identified herein, are listed and the owners of those properties are identified on Exhibit “B” attached hereto.
3. ESTIMATED COSTS. The estimated assessed costs of the proposed improvements, including construction costs, project management costs, incidental expenses, engineering fees, legal

fees, administrative fees and bond issuance costs, but exclusive of interest charges, will be \$25,000.00 as described below:

Construction Costs	\$	17,287.00
Design and Construction Admin.	\$	2,963.00
Finance Fee	\$	1,000.00
Revolving Fund (5%)	\$	1,250.00
Bond Discount (2%)	\$	500.00
Issuance Costs	\$	2,000.00

Estimated unit costs for construction only, not including general construction costs, engineering, legal, administrative, and bond costs are as follows:

New Construction:

Concrete Sidewalk	\$	5.50/SF
Pipe Ditch	\$	100/LF
Miscellaneous landscaping items	\$	1,000.00/LS

The actual cost to be assessed against any benefited property will be determined by the actual amount of work done adjacent to the property, and upon bid prices received by the contractor.

4. ASSESSMENT OF COSTS. All costs of constructing the sidewalks including engineering, administrative and bond costs, will be assessed against the properties which are adjacent to the improvements installed. As shown on Exhibit "B", assessments will be levied against 1 separate lots, parcels, or tracts.

The costs for each property will vary depending upon the actual construction that is required adjacent to each property. The average total assessment, including engineering, administrative, and bond costs is estimated to be \$25,000.00.

5. PERIOD OF ASSESSMENT. The assessments for all improvements and costs shall be paid in not more than twelve (12) annual installments, plus interest, provided however, that payment of one-half of each annual installment, plus interest, may be deferred to May 31 of the year following the assessment.
6. PROPERTY OWNER OPTION TO CONSTRUCT IMPROVEMENTS. In the event that the City Council orders in the above-described improvements following the public hearing, then the owners of all properties to be assessed for the costs of said improvements will be notified of such action in writing. Said owners will have thirty (30) days from the date of said notice in which to install the required improvements at their own expense. In the event the owners do not install these improvements, the City will do so and will assess the costs against the benefited properties as described herein.

7. METHOD OF FINANCING; PLEDGE OF REVOLVING FUND; FINDINGS AND DETERMINATIONS.

The City will issue **Sidewalk Improvement Bonds** in an aggregate principal amount not to exceed \$25,000.00 in order to finance the costs of the Improvements. Principal of and interest on the Bonds will be paid from special assessments levied against the property in the Project. This Council further finds it is in the public interest, and in the best interest of the City and the Project, to secure payment of principal of and interest on the Bonds by the Revolving Fund and hereby authorizes the City to enter into the undertakings and agreements authorized in Section 7-12-4225 in respect to the Bonds.

In determining to authorize such undertakings and agreements, this Council has taken into consideration the following factors:

- (a) Estimated Market Value of Parcels. The estimated total market value of the lots, parcels, or tracts in the Project, as of the date of adoption of this resolution, as estimated by the County Assessor, is \$0. This is due to the fact that this property has a church which is tax exempt. Within the county records, the total assessed land value for the property is \$1,367,928.00. The special assessments to be levied against each lot, parcel, or tract are less than the increase in the estimated market value of the properties as a result of the construction of the improvements.
- (b) Diversity of Property Ownership. There is only one property owner being assessed in this project. It is unlikely that financial difficulties would arise that would require a loan to be made from the Revolving Fund.
- (c) Comparison of Special Assessments, Property Taxes and Market Value. Currently, zero (0) parcels have an SID levied against them.

As noted in Section 4, the estimated assessment levied by this project will be \$25,000.00. With a total assessed land value of \$1,367,928.00, and an average yearly principal payment of \$2,083.00 (monthly principal of \$173.58) assuming 6% interest rate, the amount of assessment versus the value of the property would appear acceptable. As such, no unusual need for loans from the Revolving Fund would be expected. Further information comparing the total cost (estimate) to the market value for each parcel is listed in Exhibit "B".

- (d) Delinquencies. For tax year 2016, Zero (0) parcels were delinquent. This rate is above the average city collection rate of 95%.

Therefore, given the delinquency history of this Project area, no unusual need for loans from the Revolving Fund would be expected.

- (e) The Public Benefit of the Improvements. Current City Subdivision and Site Development Ordinances, and under City Council policies, the cost of installation of new sidewalk is to be borne by the adjoining property owners.

Grand Avenue is scheduled to be improved as part of the City's overall transportation plan, and this street project will install missing improvements and bring any existing improvements into compliance. The subject improvements of sidewalk and other miscellaneous items are identified as missing. Installation of these improvements will provide a safe, accessible walking surface for school children and other pedestrians walking along Grand Avenue. The cost to install new improvements will be borne by the adjoining property owners per City policy.

The project improvement limits are scheduled to extend along Grand Avenue from 52<sup>nd</sup> Street West to 58<sup>th</sup> Street West.

## **8. REIMBURSEMENT EXPENDITURES.**

- (a) Regulations. The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.
- (b) Prior Expenditures. Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a "de minimus" amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Improvements have been paid by the City before the date 60 days before the date of adoption of this resolution.
- (c) Declaration of Intent. The City reasonably expects to reimburse the expenditures made for costs of the Improvements out of the proceeds of Bonds in an estimated maximum aggregate principal amount of \$25,000.00 after the date of payment of all or a portion of the costs of the Improvements. All



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Denise Bohlman

CITY CLERK

# W.O. 16-09 Grand Avenue EXHIBIT A



## Exhibit B

W.O. 16-09 Grand Avenue - 52nd Street West to 58th Street West

Parcel No.	Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 16-09 - Assessment (C)	A + B + C	Market Value
1	D00365A				\$ 25,000.00	\$ 25,000.00	\$ 1,367,928.00
Average					\$ 25,000.00		\$ 1,367,928.00
Median					\$ 25,000.00		\$ 1,367,928.00
Low					\$ 25,000.00		\$ 1,367,928.00
High					\$ 25,000.00		\$ 1,367,928.00

**Regular City Council Meeting**

**Meeting Date:** 02/27/2017

**TITLE:** Payment of Claims January 30, 2017

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

**Department:** City Hall Administration

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**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$1,013,779.83 have been audited and are presented for City Council payment approval. A complete listing of the claims dated January 30, 2017, is available in the Finance Department.

**ALTERNATIVES ANALYZED**

No other alternatives were analyzed.

**FINANCIAL IMPACT**

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

**RECOMMENDATION**

Staff recommends that Council approve the Payment of Claims.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

councilmemp\_1.30.2017

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Check Date	Check	Name	Amount	Account	Item Desc
01/30/2017	801438	Automated Office Inc	\$ 7.41	6050-15160-403690	C334- BUILDING
01/30/2017	801438	Automated Office Inc	\$ 76.30	6050-15160-403690	C347-COURT
01/30/2017	801438	Automated Office Inc	\$ 65.92	6050-15160-403690	C356- FINANCE
01/30/2017	801438	Automated Office Inc	\$ 90.99	6050-15160-403690	C358- ADMINISTRATION
01/30/2017	801438	Automated Office Inc	\$ 19.62	6050-15160-403690	C363- LEGAL
01/30/2017	801438	Automated Office Inc	\$ 2.38	2550-21420-403630	C367-HIDTA
01/30/2017	801438	Automated Office Inc	\$ 44.75	6050-15160-403690	C378- COURT
01/30/2017	801438	Automated Office Inc	\$ 9.18	6050-15160-403690	C379- LEGAL
01/30/2017	801438	Automated Office Inc	\$ 27.08	6050-15160-403690	C353- FLEET
01/30/2017	801438	Automated Office Inc	\$ 58.88	0100-51100-402190	Ink for copier.
01/30/2017	801438	Automated Office Inc	\$ 58.88	0100-51120-402190	Ink for copier.
01/30/2017	801438	Automated Office Inc	\$ 58.89	0100-51210-402190	Ink for copier.
01/30/2017	801438	Automated Office Inc	\$ 4,347.00	2600-55180-402925	INV45493- LIBRARY
01/30/2017	801438	Automated Office Inc	\$ 1,800.00	2600-55180-402925	INV45494- LIBRARY
01/30/2017	801438	Automated Office Inc	\$ 46.00	5410-31210-403210	Monthly copier charges
01/30/2017	801447	Bradford Roof Management, Inc.	\$ 6,885.00	5610-71100-403590	Invoice #2016 20. Airport & Met Transit Roof Survey
01/30/2017	801447	Bradford Roof Management, Inc.	\$ 4,553.00	5710-71410-403590	Invoice #2016 20. Airport & Met Transit Roof Survey
01/30/2017	801457	CDW Government Inc	\$ 165.00	6200-19110-405370	VNB BE SVR 1SVR OP LIC GOV 1Y
01/30/2017	801457	CDW Government Inc	\$ 165.00	6200-19110-405370	VNB BE SVR 1SVR OP LIC GOV 1Y
01/30/2017	801457	CDW Government Inc	\$ 495.00	6200-19110-405370	VNB BE SVR 1SVR OP LIC GOV 1Y
01/30/2017	801457	CDW Government Inc	\$ 330.00	6200-19110-405370	VNB BE SVR 1SVR OP LIC GOV 1Y
01/30/2017	801457	CDW Government Inc	\$ 200.00	6200-19110-405370	VNB BE SVR 1SVR OP LIC GOV 1Y
01/30/2017	801457	CDW Government Inc	\$ 600.00	6200-19110-405370	VNB BE SVR 1SVR OP LIC GOV 1Y
01/30/2017	801457	CDW Government Inc	\$ 500.00	6200-19110-405370	VNB BE SVR 1SVR OP LIC GOV 1Y
01/30/2017	801457	CDW Government Inc	\$ 700.00	6200-19110-405370	VNB BE SVR 1SVR OP LIC GOV 1Y
01/30/2017	801457	CDW Government Inc	\$ 245.00	6200-19110-405370	VNB BE SVR 1SVR OP LIC GOV 1Y
01/30/2017	801457	CDW Government Inc	\$ 1,590.00	6200-19110-405370	VNB BE SVR 1SVR OP LIC GOV 1Y
01/30/2017	801466	CTA Inc	\$ 2,993.00	4050-71250-409687	AIP-51 Concourse B Remodel - Design Federal
01/30/2017	801466	CTA Inc	\$ 332.56	4050-71250-409689	AIP-51 Concourse B Remodel - Design Local Share
01/30/2017	801472	DC Frost Associates Inc	\$ 3,230.41	5020-00000-141000	ELECTRICAL FOR WTP & WWTP PO NUM
01/30/2017	801481	Downtown Billings BID, Inc.	\$ 25,638.08	7800-15750-407680	Internal City owned properties, tax year 2016
01/30/2017	801485	Ebms	\$ 3,025.00	6270-17520-403511	February 2017 Fee Breakdown
01/30/2017	801485	Ebms	\$ 25,439.80	6270-17520-403512	February 2017 Fee Breakdown
01/30/2017	801485	Ebms	\$ 51,095.37	6270-17520-403515	February 2017 Fee Breakdown
01/30/2017	801485	Ebms	\$ 829.50	6270-17520-403517	February 2017 Fee Breakdown
01/30/2017	801485	Ebms	\$ 1,557.00	6270-17520-403519	February 2017 Fee Breakdown
01/30/2017	801485	Ebms	\$ 4,272.40	6270-17520-405161	February 2017 Fee Breakdown
01/30/2017	801489	Empire Garage Owner's Association	\$ 7,837.42	5210-15940-403660	City of Billings January Assessment.
01/30/2017	801493	General Contractors Construction Company Inc	\$ 60,721.65	4050-71250-409687	AIP 53 Concourse B Upgrades Restroom &
01/30/2017	801493	General Contractors Construction Company Inc	\$ 6,746.85	4050-71250-409689	AIP 53 Concourse B Upgrades Restroom &

Check Date	Check	Name	Amount	Account	Item Desc
01/30/2017	801494	General Safety Equipment, Llc	\$ 9,500.00	5610-71150-402320	Invoice #0000022609. Retrofit of Fire Truck Charlie
01/30/2017	801500	Hansers Automotive	\$ 2,615.20	5120-84000-402320	101994
01/30/2017	801502	Hardy Construction Co.	\$ 70,483.38	8730-51990-409370	Provide landscaping improvement for Yellowstone
01/30/2017	801507	HDR, Inc.	\$ 4,508.54	2010-15070-409310	WO 16-21 Exposition Drive Pedestrian Crossing
01/30/2017	801507	HDR, Inc.	\$ 10,827.30	8400-31840-403590	MS4 General Permit - Manual
01/30/2017	801510	High Point Networks LLC	\$ 13,649.02	6200-19110-409480	WSCA/NASPO Montana Contract WNN47AGS (1)
01/30/2017	801522	John's Home & Yard Service	\$ 5,400.00	5210-15910-402450	Removal of snow from city owned parking garage
01/30/2017	801522	John's Home & Yard Service	\$ 7,950.00	5210-15920-402450	Removal of snow from city owned parking garage
01/30/2017	801522	John's Home & Yard Service	\$ 4,800.00	5210-15930-402450	Removal of snow from city owned parking garage
01/30/2017	801524	Kadrmass Lee & Jackson	\$ 13,317.50	8400-31840-409310	WO 17-07 Hilltop Rd & Aronson Ave Storm Drain
01/30/2017	801528	Kois Brothers Equipment Co	\$ 1,630.20	2110-31320-402320	henke cutting edges/bolts/nuts
01/30/2017	801528	Kois Brothers Equipment Co	\$ 655.50	6010-00000-141000	108619 PO NUM 301637
01/30/2017	801528	Kois Brothers Equipment Co	\$ 1,010.00	5410-31220-402320	108491
01/30/2017	801528	Kois Brothers Equipment Co	\$ 121.52	5410-31220-402320	108491
01/30/2017	801528	Kois Brothers Equipment Co	\$ 933.50	5410-31220-402320	108541
01/30/2017	801528	Kois Brothers Equipment Co	\$ 296.37	5410-31220-402320	108580
01/30/2017	801528	Kois Brothers Equipment Co	\$ 1,185.48	5410-31220-402320	MT32854
01/30/2017	801528	Kois Brothers Equipment Co	\$ 5,242.00	5410-31220-402320	108564
01/30/2017	801528	Kois Brothers Equipment Co	\$ (4,824.00)	5410-31220-402320	8555
01/30/2017	801539	Midland West Manufacturing Co	\$ 3,640.50	5410-31230-402320	16386
01/30/2017	801539	Midland West Manufacturing Co	\$ 1,975.00	2110-31320-402320	16389
01/30/2017	801540	Montana Dakota Utilities Co	\$ 22.39	1500-21150-403410	062 907 9494 7
01/30/2017	801540	Montana Dakota Utilities Co	\$ 1,034.80	1500-21710-403440	169 233 1000 3
01/30/2017	801540	Montana Dakota Utilities Co	\$ 3,598.97	2600-55120-403440	219 924 4851 0
01/30/2017	801540	Montana Dakota Utilities Co	\$ 6,998.59	5120-84000-403440	293 780 1000 2
01/30/2017	801540	Montana Dakota Utilities Co	\$ 13,997.19	5120-84000-403440	293 780 1000 2
01/30/2017	801540	Montana Dakota Utilities Co	\$ 6,998.60	5120-84000-403440	293 780 1000 2
01/30/2017	801540	Montana Dakota Utilities Co	\$ 734.99	0100-51270-403440	437 780 1000 9
01/30/2017	801540	Montana Dakota Utilities Co	\$ 91.29	1500-21150-403410	514 117 0478 9
01/30/2017	801540	Montana Dakota Utilities Co	\$ 1,033.62	1500-22210-403440	533 653 1000 1
01/30/2017	801540	Montana Dakota Utilities Co	\$ 168.82	6600-31100-403440	595 373 1000 1
01/30/2017	801540	Montana Dakota Utilities Co	\$ 253.25	6700-31410-403440	595 373 1000 1
01/30/2017	801540	Montana Dakota Utilities Co	\$ 15.96	5210-15920-403440	717 353 1000 6
01/30/2017	801540	Montana Dakota Utilities Co	\$ 31.90	5120-85000-403440	735 453 1000 2
01/30/2017	801540	Montana Dakota Utilities Co	\$ 254.26	5210-15950-403440	799 152 1209 0
01/30/2017	801540	Montana Dakota Utilities Co	\$ 1,568.07	1500-22210-403440	885 880 1000 4
01/30/2017	801540	Montana Dakota Utilities Co	\$ 3,925.51	6500-15670-403440	929 780 1000 4
01/30/2017	801540	Montana Dakota Utilities Co	\$ 3,839.77	5710-71430-403440	962 880 1000 0
01/30/2017	801540	Montana Dakota Utilities Co	\$ 414.24	5610-71170-403440	283 116 0655 3. IP-12 Alpine. January 2017
01/30/2017	801540	Montana Dakota Utilities Co	\$ 220.71	5610-71170-403440	295 580 1000 4. Aero Interiors. January 2017

Check Date	Check	Name	Amount	Account	Item Desc
01/30/2017	801540	Montana Dakota Utilities Co	\$ 517.71	5610-71170-403440	185 580 1000 7. TSA Building. January 2017
01/30/2017	801540	Montana Dakota Utilities Co	\$ 2,017.07	5610-71190-403440	889 373 1000 6. Car Wash. January 2017
01/30/2017	801540	Montana Dakota Utilities Co	\$ 726.23	5610-71190-403440	129 573 100 1. Mud Wash. January 2017
01/30/2017	801540	Montana Dakota Utilities Co	\$ 294.54	5610-71190-403440	229 573 1000 0. Detail Bay 1 Hertz. January 2017
01/30/2017	801540	Montana Dakota Utilities Co	\$ 266.62	5610-71190-403440	629 573 1000 6. Detail Bay 2. National/Alamo.
01/30/2017	801540	Montana Dakota Utilities Co	\$ 169.55	5610-71190-403440	329 573 1000 9. Detail Bay 3 Enterprise. January
01/30/2017	801540	Montana Dakota Utilities Co	\$ 250.93	5610-71190-403440	429 573 1000 8. Detail Bay 4 Avis/Budget. January
01/30/2017	801540	Montana Dakota Utilities Co	\$ 126.56	5610-71190-403440	529 573 1000 7. Detail Bay 5 Thrifty/Dollar. January
01/30/2017	801540	Montana Dakota Utilities Co	\$ 351.02	5020-74000-403440	010 490 1000 0
01/30/2017	801540	Montana Dakota Utilities Co	\$ 28.93	0100-51260-403440	061 943 1000 6
01/30/2017	801540	Montana Dakota Utilities Co	\$ 66.65	5020-74000-403440	110 490 1000 9
01/30/2017	801540	Montana Dakota Utilities Co	\$ 531.60	6500-15660-403440	130 733 1000 8
01/30/2017	801540	Montana Dakota Utilities Co	\$ 554.44	5020-74000-403440	210 490 1000 8
01/30/2017	801540	Montana Dakota Utilities Co	\$ 666.35	5020-73140-403440	310 490 1000 7
01/30/2017	801540	Montana Dakota Utilities Co	\$ 222.12	5120-83140-403440	310 490 1000 7
01/30/2017	801540	Montana Dakota Utilities Co	\$ 121.76	0100-51120-403440	371 101 1000 6
01/30/2017	801540	Montana Dakota Utilities Co	\$ 1,880.00	5020-73140-403440	410 490 1000 6
01/30/2017	801540	Montana Dakota Utilities Co	\$ 626.67	5120-83140-403440	410 490 1000 6
01/30/2017	801540	Montana Dakota Utilities Co	\$ 601.18	1500-22210-403440	442 190 1000 4
01/30/2017	801540	Montana Dakota Utilities Co	\$ 3,882.14	5020-74000-403440	500 490 1000 7
01/30/2017	801540	Montana Dakota Utilities Co	\$ 139.98	5020-74000-403440	510 490 1000 5
01/30/2017	801540	Montana Dakota Utilities Co	\$ 88.31	5020-74000-403440	527 033 1000 4
01/30/2017	801540	Montana Dakota Utilities Co	\$ 171.59	5020-74000-403440	566 923 1000 8
01/30/2017	801540	Montana Dakota Utilities Co	\$ 85.21	5020-74000-403440	600 490 1000 6
01/30/2017	801540	Montana Dakota Utilities Co	\$ 85.21	5020-74000-403440	600 490 1000 6
01/30/2017	801540	Montana Dakota Utilities Co	\$ 105.94	5020-74000-403440	610 490 1000 4
01/30/2017	801540	Montana Dakota Utilities Co	\$ 122.91	5020-74000-403440	666 923 1000 7
01/30/2017	801540	Montana Dakota Utilities Co	\$ 579.66	5020-74000-403440	700 490 1000 5
01/30/2017	801540	Montana Dakota Utilities Co	\$ 4,402.21	6500-15660-403440	757 633 1000 2
01/30/2017	801540	Montana Dakota Utilities Co	\$ 1,636.18	5410-31230-403440	770 390 1000 2
01/30/2017	801540	Montana Dakota Utilities Co	\$ 28.93	5020-74000-403440	800 490 1000 4
01/30/2017	801540	Montana Dakota Utilities Co	\$ 150.49	5020-74000-403440	832 001 1000 1
01/30/2017	801540	Montana Dakota Utilities Co	\$ 78.79	5120-85000-403440	868 563 1000 7
01/30/2017	801540	Montana Dakota Utilities Co	\$ 1,125.32	5020-74000-403440	900 490 1000 3
01/30/2017	801540	Montana Dakota Utilities Co	\$ 169.83	0100-51410-403440	927 890 1000 3
01/30/2017	801540	Montana Dakota Utilities Co	\$ 6,555.82	6500-15660-403440	989 733 1000 0
01/30/2017	801540	Montana Dakota Utilities Co	\$ 1,413.20	6500-15660-403440	993 733 1000 4
01/30/2017	801540	Montana Dakota Utilities Co	\$ 527.48	0100-51410-403440	571 295 3342 8
01/30/2017	801546	MT Waterworks	\$ 593.83	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 302229
01/30/2017	801546	MT Waterworks	\$ 1,000.68	5020-00000-141000	SYSTEMS PO NUM 302229

Check Date	Check	Name	Amount	Account	Item Desc
01/30/2017	801546	MT Waterworks	\$ 2,571.60	5020-00000-141000	SYSTEMS PO NUM 302233
01/30/2017	801549	NorthWestern Energy	\$ 3,815.45	5020-74000-403410	3116 17TH ST W
01/30/2017	801549	NorthWestern Energy	\$ 2,851.45	5020-73140-403410	2251 BELKNAP
01/30/2017	801549	NorthWestern Energy	\$ 72,236.82	5020-74000-403410	2251 BELKNAP
01/30/2017	801549	NorthWestern Energy	\$ 950.48	5120-83140-403410	2251 BELKNAP
01/30/2017	801549	NorthWestern Energy	\$ 64,729.71	5120-84000-403410	725 US HWY 87 E
01/30/2017	801549	NorthWestern Energy	\$ 295.74	5120-85000-403410	822 SHILOH CROSSING LIFT
01/30/2017	801549	NorthWestern Energy	\$ 176.97	5610-71190-403410	2001867-7. Detail Bay 5 Thrifty/Dollar. January 2017
01/30/2017	801549	NorthWestern Energy	\$ 36,141.40	5610-71120-403410	0100482-9. Vault Main Account. January 2017
01/30/2017	801549	NorthWestern Energy	\$ 63.74	5610-71130-403410	0719616-5. ARFF Facility Lights. January 2017
01/30/2017	801549	NorthWestern Energy	\$ 326.18	5610-71170-403410	0712792-1. IP-7. January 2017
01/30/2017	801549	NorthWestern Energy	\$ 45.75	5610-71130-403410	0712799-6. IP-8. January 2017
01/30/2017	801549	NorthWestern Energy	\$ 1,557.53	5610-71170-403410	0712800-2. IP-9. January 2017
01/30/2017	801549	NorthWestern Energy	\$ 878.44	5610-71170-403410	0712809-3. IP-12 Alpine. January 2017
01/30/2017	801549	NorthWestern Energy	\$ 238.30	5610-71170-403410	0712817-6. IP-House. January 2017
01/30/2017	801549	NorthWestern Energy	\$ 2,762.05	1500-22210-403410	0100476-1: FIRE STATION #1 / MONTHLY
01/30/2017	801549	NorthWestern Energy	\$ 6,314.36	6500-15670-403410	0100507-3
01/30/2017	801549	NorthWestern Energy	\$ 1,158.19	5210-15950-403410	0720829-1
01/30/2017	801549	NorthWestern Energy	\$ 3,977.03	5210-15920-403410	0720834-1
01/30/2017	801549	NorthWestern Energy	\$ 172.48	6070-22350-403410	0721580-9
01/30/2017	801549	NorthWestern Energy	\$ 10.76	0100-51120-403410	0722237-5
01/30/2017	801549	NorthWestern Energy	\$ 7.55	0100-51120-403410	0722247-4
01/30/2017	801549	NorthWestern Energy	\$ 97.81	0100-51120-403410	0722255-7
01/30/2017	801549	NorthWestern Energy	\$ 38.17	0100-51120-403410	0722257-3
01/30/2017	801549	NorthWestern Energy	\$ 105.40	0100-51120-403410	0722266-4
01/30/2017	801549	NorthWestern Energy	\$ 10.06	0100-51120-403410	0722269-8
01/30/2017	801549	NorthWestern Energy	\$ 12.61	0100-51120-403410	0722292-0
01/30/2017	801549	NorthWestern Energy	\$ 22.42	0100-51120-403410	0722293-8
01/30/2017	801549	NorthWestern Energy	\$ 8.39	0100-51120-403410	0722905-7
01/30/2017	801549	NorthWestern Energy	\$ 96.67	0100-51120-403410	0722933-9
01/30/2017	801549	NorthWestern Energy	\$ 110.06	0100-51120-403410	0723035-2
01/30/2017	801549	NorthWestern Energy	\$ 8.98	0100-51120-403410	0723036-0
01/30/2017	801549	NorthWestern Energy	\$ 194.31	0100-51120-403410	0723037-8
01/30/2017	801549	NorthWestern Energy	\$ 63.46	0100-51120-403410	0723042-8
01/30/2017	801549	NorthWestern Energy	\$ 13.99	0100-51120-403410	0723055-0
01/30/2017	801549	NorthWestern Energy	\$ 54.15	0100-51120-403410	0723056-8
01/30/2017	801549	NorthWestern Energy	\$ 9.71	0100-51120-403410	0723057-6
01/30/2017	801549	NorthWestern Energy	\$ 24.46	0100-51120-403410	0723058-4
01/30/2017	801549	NorthWestern Energy	\$ 8.84	0100-51120-403410	0723090-7
01/30/2017	801549	NorthWestern Energy	\$ 7.55	0100-51120-403410	0723162-4

Check Date	Check	Name	Amount	Account	Item Desc
01/30/2017	801549	NorthWestern Energy	\$ 7.67	0100-51120-403410	0723644-1
01/30/2017	801549	NorthWestern Energy	\$ 7.55	0100-51120-403410	0723645-8
01/30/2017	801549	NorthWestern Energy	\$ 37.58	0100-51120-403410	0789437-1
01/30/2017	801549	NorthWestern Energy	\$ 729.38	6500-15660-403410	0975808-7
01/30/2017	801549	NorthWestern Energy	\$ 267.23	8720-51980-403410	1059093-3
01/30/2017	801549	NorthWestern Energy	\$ 1,041.56	6500-15660-403410	1160802-3
01/30/2017	801549	NorthWestern Energy	\$ 2,592.41	6500-15660-403410	1160804-9
01/30/2017	801549	NorthWestern Energy	\$ 3,935.50	6500-15660-403410	1269391-7
01/30/2017	801549	NorthWestern Energy	\$ 1,431.88	5210-15920-403410	1594282-4
01/30/2017	801549	NorthWestern Energy	\$ 345.96	6600-31100-403410	1741314-7
01/30/2017	801549	NorthWestern Energy	\$ 518.95	6700-31410-403410	1741314-7
01/30/2017	801549	NorthWestern Energy	\$ 468.01	5710-71480-403410	1784756-7
01/30/2017	801549	NorthWestern Energy	\$ 411.66	1500-21150-403410	1984150-1
01/30/2017	801549	NorthWestern Energy	\$ 456.60	1500-21150-403410	1984155-0
01/30/2017	801549	NorthWestern Energy	\$ 2,736.06	5210-15940-403410	3067416-2
01/30/2017	801549	NorthWestern Energy	\$ 3,027.17	5410-31230-403410	3252194-0
01/30/2017	801549	NorthWestern Energy	\$ -	0100-51120-403410	0722254-0
01/30/2017	801549	NorthWestern Energy	\$ -	0100-51120-403410	0722260-7
01/30/2017	801549	NorthWestern Energy	\$ -	0100-51120-403410	0722261-5
01/30/2017	801549	NorthWestern Energy	\$ -	0100-51120-403410	0722262-3
01/30/2017	801549	NorthWestern Energy	\$ -	0100-51120-403410	0722263-1
01/30/2017	801549	NorthWestern Energy	\$ -	0100-51120-403410	0722265-6
01/30/2017	801549	NorthWestern Energy	\$ -	0100-51120-403410	0722268-0
01/30/2017	801549	NorthWestern Energy	\$ -	0100-51120-403410	0722285-4
01/30/2017	801549	NorthWestern Energy	\$ -	0100-51120-403410	0723027-9
01/30/2017	801549	NorthWestern Energy	\$ -	0100-51120-403410	0723038-6
01/30/2017	801549	NorthWestern Energy	\$ -	0100-51120-403410	0723041-0
01/30/2017	801549	NorthWestern Energy	\$ -	0100-51120-403410	0723044-4
01/30/2017	801549	NorthWestern Energy	\$ -	0100-51120-403410	0723048-5
01/30/2017	801549	NorthWestern Energy	\$ -	0100-51120-403410	0723050-1
01/30/2017	801549	NorthWestern Energy	\$ -	0100-51120-403410	0723051-9
01/30/2017	801549	NorthWestern Energy	\$ -	0100-51120-403410	0723052-7
01/30/2017	801549	NorthWestern Energy	\$ -	0100-51120-403410	0723054-3
01/30/2017	801549	NorthWestern Energy	\$ -	0100-51120-403410	0723170-7
01/30/2017	801549	NorthWestern Energy	\$ 623.55	5020-74000-403410	AIRPORT RD WALDO
01/30/2017	801549	NorthWestern Energy	\$ 1,453.61	0100-51270-403410	Monthly electrical charges for the office building.
01/30/2017	801550	Old Chamber Development Co LLC	\$ 2,970.00	7170-21660-403963	Jan-June 17 parking
01/30/2017	801552	PeopleReady Inc	\$ 453.87	5410-31230-403581	Paper Pickers for the Landfill
01/30/2017	801552	PeopleReady Inc	\$ 1,665.18	5410-31230-403581	Paper Pickers for the Landfill
01/30/2017	801552	PeopleReady Inc	\$ 883.05	5410-31230-403581	Paper Pickers for the Landfill

Check Date	Check	Name	Amount	Account	Item Desc
01/30/2017	801554	Petty Cash CCSIU	\$ 2,622.15	7180-21600-407910	Reimbursement of buy money. Receipts on file at
01/30/2017	801564	Sanderson Stewart	\$ 1,468.21	8730-51990-409370	Consultant fees for Yellowstone Kelly Interpretative
01/30/2017	801564	Sanderson Stewart	\$ 61,635.63	5030-75910-409340	WO 16-07 I-90 Water System Loop
01/30/2017	801564	Sanderson Stewart	\$ 19,660.28	5030-75910-409340	2017 Water & Sewer Project - Sch 3
01/30/2017	801564	Sanderson Stewart	\$ 20,643.70	5130-85910-409340	2017 Water & Sewer Project - Sch 3
01/30/2017	801565	Securitas Security Services USA, Inc	\$ 1,088.33	5210-15910-403970	Security Patrol in City owned Parking Garages I, II,
01/30/2017	801565	Securitas Security Services USA, Inc	\$ 1,088.34	5210-15920-403970	Security Patrol in City owned Parking Garages I, II,
01/30/2017	801565	Securitas Security Services USA, Inc	\$ 1,088.33	5210-15930-403970	Security Patrol in City owned Parking Garages I, II,
01/30/2017	801569	St Vincent Occupational Health	\$ 50.00	0100-12530-403575	Drug Testing/On-Site Nursing/Influenza Vaccines
01/30/2017	801569	St Vincent Occupational Health	\$ 1,885.00	0100-17500-403572	Drug Testing/On-Site Nursing/Influenza Vaccines
01/30/2017	801569	St Vincent Occupational Health	\$ 755.00	1500-21110-403510	Drug Testing/On-Site Nursing/Influenza Vaccines
01/30/2017	801569	St Vincent Occupational Health	\$ 50.00	1500-22240-403510	Drug Testing/On-Site Nursing/Influenza Vaccines
01/30/2017	801569	St Vincent Occupational Health	\$ 621.96	1500-22290-403510	Drug Testing/On-Site Nursing/Influenza Vaccines
01/30/2017	801569	St Vincent Occupational Health	\$ 95.00	2110-31320-403510	Drug Testing/On-Site Nursing/Influenza Vaccines
01/30/2017	801569	St Vincent Occupational Health	\$ 117.50	5020-74000-403510	Drug Testing/On-Site Nursing/Influenza Vaccines
01/30/2017	801569	St Vincent Occupational Health	\$ 228.00	5020-75000-403510	Drug Testing/On-Site Nursing/Influenza Vaccines
01/30/2017	801569	St Vincent Occupational Health	\$ 22.50	5120-84000-403510	Drug Testing/On-Site Nursing/Influenza Vaccines
01/30/2017	801569	St Vincent Occupational Health	\$ 152.00	5120-85000-403510	Drug Testing/On-Site Nursing/Influenza Vaccines
01/30/2017	801569	St Vincent Occupational Health	\$ 190.00	5410-31220-403510	Drug Testing/On-Site Nursing/Influenza Vaccines
01/30/2017	801569	St Vincent Occupational Health	\$ 280.00	5710-71420-403510	Drug Testing/On-Site Nursing/Influenza Vaccines
01/30/2017	801569	St Vincent Occupational Health	\$ 95.00	5710-71470-403510	Drug Testing/On-Site Nursing/Influenza Vaccines
01/30/2017	801569	St Vincent Occupational Health	\$ 95.00	6010-15530-403510	Drug Testing/On-Site Nursing/Influenza Vaccines
01/30/2017	801569	St Vincent Occupational Health	\$ 6,160.00	6270-17520-403590	Drug Testing/On-Site Nursing/Influenza Vaccines
01/30/2017	801569	St Vincent Occupational Health	\$ 720.00	6270-17520-405160	Drug Testing/On-Site Nursing/Influenza Vaccines
01/30/2017	801580	Town & Country Supply Association	\$ 16,424.80	5610-71180-402313	Invoice #242554. QTA Car Rental Fuel
01/30/2017	801580	Town & Country Supply Association	\$ 3,738.20	5710-00000-141000	BUS MET PO NUM 302276
01/30/2017	801580	Town & Country Supply Association	\$ 11,414.12	6010-00000-141000	242553 PO NUM 302280
01/30/2017	801580	Town & Country Supply Association	\$ 5,612.91	6010-00000-141000	242696 PO NUM 302280
01/30/2017	801580	Town & Country Supply Association	\$ 428.40	5410-31230-403440	Propane for the Landfill
01/30/2017	801580	Town & Country Supply Association	\$ 562.60	1500-22260-402310	242633: FIRE 5 - UNLEADED (10% ETH)
01/30/2017	801580	Town & Country Supply Association	\$ 423.34	1500-22260-402310	242633: FIRE 5 - DIESEL/DYED #2 WA IV
01/30/2017	801581	Two Rivers Terminal LLC	\$ 17,337.60	5610-71130-403650	4000 Gallons FAA Approved Liquid Runway Deicing
01/30/2017	801583	Vaisala Inc	\$ 4,200.00	5610-71130-403660	Invoice #301068205. 2017 Annual Fee For Surface
01/30/2017	801591	Yellowstone Electric Co	\$ 27,937.80	4060-71190-409310	Car Rental Parking Lot Lighting Upgrade
01/30/2017	801592	Yellowstone Valley Animal Shelter	\$ 22,855.58	1500-21700-403990	contract 12-22-16/1-21-17
01/30/2017	801592	Yellowstone Valley Animal Shelter	\$ 2,160.00	1500-21710-403582	software fees
01/30/2017	801593	Yochum Contracting Inc	\$ 66,943.80	2250-22320-409220	911 Center Site Demolition

**Regular City Council Meeting**

**Meeting Date:** 02/27/2017

**TITLE:** Payment of Claims February 6, 2017

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

**Department:** City Hall Administration

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**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$976,447.70 have been audited and are presented for City Council payment approval. A complete listing of the claims dated February 6, 2017, is available in the Finance Department.

**ALTERNATIVES ANALYZED**

No other alternatives were analyzed.

**FINANCIAL IMPACT**

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

**RECOMMENDATION**

Staff recommends that Council approve the Payment of Claims.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

councilmemo\_2.6.2017

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Check Date	Check	Name	Amount	Account	Item Desc
02/06/2017	55	U.S. Bank PCards	\$ 1,597.00	6200-19110-405370	Bomgar Corporation - PCard
02/06/2017	55	U.S. Bank PCards	\$ 80.00	2600-55120-403581	Peopleready - PCard
02/06/2017	55	U.S. Bank PCards	\$ 80.00	2600-55120-403581	Peopleready - PCard
02/06/2017	55	U.S. Bank PCards	\$ 80.00	2600-55120-403581	Peopleready - PCard
02/06/2017	55	U.S. Bank PCards	\$ 80.00	2600-55120-403581	Peopleready - PCard
02/06/2017	55	U.S. Bank PCards	\$ 80.00	2600-55120-403581	Peopleready - PCard
02/06/2017	55	U.S. Bank PCards	\$ 180.10	1500-21120-402260	Galls - PCard
02/06/2017	55	U.S. Bank PCards	\$ 324.82	1500-21120-402260	Galls - PCard
02/06/2017	55	U.S. Bank PCards	\$ 261.96	1500-21120-402261	Galls - PCard
02/06/2017	55	U.S. Bank PCards	\$ 230.63	1500-21120-402260	Galls - PCard
02/06/2017	55	U.S. Bank PCards	\$ 547.00	1500-21720-402260	Galls - PCard
02/06/2017	55	U.S. Bank PCards	\$ 833.58	1500-21120-402260	Galls - PCard
02/06/2017	55	U.S. Bank PCards	\$ 189.90	1500-21120-402261	Galls - PCard
02/06/2017	55	U.S. Bank PCards	\$ 50.74	5610-71130-402310	Galles Filter & Exhaust - PCard
02/06/2017	55	U.S. Bank PCards	\$ 476.40	1500-21120-402260	Galls - PCard
02/06/2017	55	U.S. Bank PCards	\$ 62.06	5120-84000-402290	Galls - PCard
02/06/2017	55	U.S. Bank PCards	\$ 62.06	5020-74000-402290	Galls - PCard
02/06/2017	55	U.S. Bank PCards	\$ 59.48	1500-21120-402261	Galls - PCard
02/06/2017	55	U.S. Bank PCards	\$ 753.67	1500-21120-402260	Galls - PCard
02/06/2017	55	U.S. Bank PCards	\$ 425.00	1500-21150-402285	Executive Cleaning Co I - PCard
02/06/2017	55	U.S. Bank PCards	\$ 136.89	1500-21400-403822	Fairmont Hot Springs Reso - PCard
02/06/2017	55	U.S. Bank PCards	\$ 120.84	0100-51140-403823	Fairmont Hot Springs Reso - PCard
02/06/2017	55	U.S. Bank PCards	\$ 120.84	0100-51140-403823	Fairmont Hot Springs Reso - PCard
02/06/2017	55	U.S. Bank PCards	\$ 33.31	5020-74000-402450	Flowmark High Tech Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ 46.52	5020-74000-402450	Flowmark High Tech Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ 7.32	5120-83110-402190	Econo Print - PCard
02/06/2017	55	U.S. Bank PCards	\$ 11.86	5020-75000-402190	Econo Print - PCard
02/06/2017	55	U.S. Bank PCards	\$ 7.92	5120-85000-402190	Econo Print - PCard
02/06/2017	55	U.S. Bank PCards	\$ 47.44	2090-44510-403210	Econo Print - PCard
02/06/2017	55	U.S. Bank PCards	\$ 47.44	2090-44510-403210	Econo Print - PCard
02/06/2017	55	U.S. Bank PCards	\$ 47.50	5610-71150-402481	Entre Technology Service - PCard
02/06/2017	55	U.S. Bank PCards	\$ 88.56	5610-71130-403653	Crescent Electric 054 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 500.00	6500-15660-402450	Dale & Jax Door & Glas - PCard
02/06/2017	55	U.S. Bank PCards	\$ 594.07	5610-71130-402320	Dyna - PCard
02/06/2017	55	U.S. Bank PCards	\$ 72.00	5410-31210-403210	Eagle Printing - PCard
02/06/2017	55	U.S. Bank PCards	\$ 102.00	5410-31210-403210	Eagle Printing - PCard
02/06/2017	55	U.S. Bank PCards	\$ 10.98	5020-73110-402190	Econo Print - PCard
02/06/2017	55	U.S. Bank PCards	\$ 12.00	5610-71130-402260	Creative Monograms Smb - PCard
02/06/2017	55	U.S. Bank PCards	\$ 151.00	1500-21120-402260	Creative Monograms Smb - PCard
02/06/2017	55	U.S. Bank PCards	\$ 124.00	1500-21120-402260	Creative Monograms Smb - PCard

Check Date	Check	Name	Amount	Account	Item Desc
02/06/2017	55	U.S. Bank PCards	\$ 1,032.00	1500-21500-402120	Creative Monograms Smb - PCard
02/06/2017	55	U.S. Bank PCards	\$ 465.51	5610-71130-403653	Crescent Electric 054 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 32.32	5610-71120-402450	Crescent Electric 054 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 206.16	5120-84000-402360	Border States Electric - PCard
02/06/2017	55	U.S. Bank PCards	\$ 43.70	1500-21400-403822	Chalet Market Corporate O - PCard
02/06/2017	55	U.S. Bank PCards	\$ 100.00	1500-21110-403170	City Towing - PCard
02/06/2017	55	U.S. Bank PCards	\$ 100.00	1500-21110-403170	City Towing - PCard
02/06/2017	55	U.S. Bank PCards	\$ 108.00	0100-43210-402190	Creative Monograms Smb - PCard
02/06/2017	55	U.S. Bank PCards	\$ 238.00	5610-71130-402260	Creative Monograms Smb - PCard
02/06/2017	55	U.S. Bank PCards	\$ 113.79	5020-74000-402410	Border States Electric - PCard
02/06/2017	55	U.S. Bank PCards	\$ 14.40	5120-84000-402410	Border States Electric - PCard
02/06/2017	55	U.S. Bank PCards	\$ 14.39	5020-74000-402410	Border States Electric - PCard
02/06/2017	55	U.S. Bank PCards	\$ 808.42	5120-84000-402360	Border States Electric - PCard
02/06/2017	55	U.S. Bank PCards	\$ 223.78	5020-74000-402360	Border States Electric - PCard
02/06/2017	55	U.S. Bank PCards	\$ 225.43	5120-84000-402360	Border States Electric - PCard
02/06/2017	55	U.S. Bank PCards	\$ 56.49	5120-84000-402360	Border States Electric - PCard
02/06/2017	55	U.S. Bank PCards	\$ 28.44	5120-84000-402360	Border States Electric - PCard
02/06/2017	55	U.S. Bank PCards	\$ 58.03	5120-84000-402360	Border States Electric - PCard
02/06/2017	55	U.S. Bank PCards	\$ 14.58	5120-84000-402360	Border States Electric - PCard
02/06/2017	55	U.S. Bank PCards	\$ 151.44	5120-84000-402360	Border States Electric - PCard
02/06/2017	55	U.S. Bank PCards	\$ 113.80	5120-84000-402410	Border States Electric - PCard
02/06/2017	55	U.S. Bank PCards	\$ 54.15	5120-84000-402360	Border States Electric - PCard
02/06/2017	55	U.S. Bank PCards	\$ 310.00	5120-84000-402360	Border States Electric - PCard
02/06/2017	55	U.S. Bank PCards	\$ 474.86	5120-84000-402360	Border States Electric - PCard
02/06/2017	55	U.S. Bank PCards	\$ 314.95	5020-74000-402360	Border States Electric - PCard
02/06/2017	55	U.S. Bank PCards	\$ 838.34	5120-84000-402360	Border States Electric - PCard
02/06/2017	55	U.S. Bank PCards	\$ 373.95	5120-84000-402360	Border States Electric - PCard
02/06/2017	55	U.S. Bank PCards	\$ 693.37	8730-51990-409370	Bloedorn Lumber Billings - PCard
02/06/2017	55	U.S. Bank PCards	\$ 39.92	8730-51990-409370	Bloedorn Lumber Billings - PCard
02/06/2017	55	U.S. Bank PCards	\$ 70.98	8730-51990-403990	Bloedorn Lumber Billings - PCard
02/06/2017	55	U.S. Bank PCards	\$ 154.61	1500-22240-402450	Bloedorn Lumber Billings - PCard
02/06/2017	55	U.S. Bank PCards	\$ 428.96	5120-84000-402360	Border States Electric - PCard
02/06/2017	55	U.S. Bank PCards	\$ 75.24	0100-51120-402290	Border States Electric - PCard
02/06/2017	55	U.S. Bank PCards	\$ 135.00	2600-55120-402260	Big Sky Linen & Uniform - PCard
02/06/2017	55	U.S. Bank PCards	\$ 104.95	1500-21120-402261	Billings Army Navy Surplu - PCard
02/06/2017	55	U.S. Bank PCards	\$ 59.90	1500-21120-402261	Billings Army Navy Surplu - PCard
02/06/2017	55	U.S. Bank PCards	\$ 382.00	5410-31230-405333	Billings Const. Supply - PCard
02/06/2017	55	U.S. Bank PCards	\$ 70.00	5610-71130-403660	Billings Const. Supply - PCard
02/06/2017	55	U.S. Bank PCards	\$ 217.00	1500-22240-402450	Billings Const. Supply - PCard
02/06/2017	55	U.S. Bank PCards	\$ 66.24	0100-51270-402250	Big Sky Linen & Uniform - PCard

Check Date	Check	Name	Amount	Account	Item Desc
02/06/2017	55	U.S. Bank PCards	\$ 7.15	0100-51270-402450	Big Sky Linen & Uniform - PCard
02/06/2017	55	U.S. Bank PCards	\$ 334.21	6010-15530-402260	Big Sky Linen & Uniform - PCard
02/06/2017	55	U.S. Bank PCards	\$ 778.75	6500-15670-403690	Big Sky Linen & Uniform - PCard
02/06/2017	55	U.S. Bank PCards	\$ 481.00	6500-15660-402450	Big Sky Linen & Uniform - PCard
02/06/2017	55	U.S. Bank PCards	\$ 21.50	1500-21120-402450	Big Sky Linen & Uniform - PCard
02/06/2017	55	U.S. Bank PCards	\$ 689.65	5410-31230-402260	Big Sky Linen & Uniform - PCard
02/06/2017	55	U.S. Bank PCards	\$ 173.47	5610-71120-402240	Big Sky Linen & Uniform - PCard
02/06/2017	55	U.S. Bank PCards	\$ 511.10	5610-71120-402260	Big Sky Linen & Uniform - PCard
02/06/2017	55	U.S. Bank PCards	\$ 283.40	5610-71130-402260	Big Sky Linen & Uniform - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,057.55	2110-31320-402260	Big Sky Linen & Uniform - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,117.30	2110-31320-402260	Big Sky Linen & Uniform - PCard
02/06/2017	55	U.S. Bank PCards	\$ 176.22	2110-31320-402320	Applied Ind Tech 2422 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 179.48	5610-71120-402450	Applied Ind Tech 2422 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 53.19	8730-51990-402260	Big Bear Sports Center - PCard
02/06/2017	55	U.S. Bank PCards	\$ 84.53	6500-15660-402450	Big Sky Linen & Uniform - PCard
02/06/2017	55	U.S. Bank PCards	\$ 40.30	0100-51270-402450	Big Sky Linen & Uniform - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,331.55	5410-31220-402260	Big Sky Linen & Uniform - PCard
02/06/2017	55	U.S. Bank PCards	\$ 58.45	2110-31320-403630	Automated Office Systems - PCard
02/06/2017	55	U.S. Bank PCards	\$ 4.58	5020-74000-403660	Automated Office Systems - PCard
02/06/2017	55	U.S. Bank PCards	\$ 39.86	5710-71410-403630	Automated Office Systems - PCard
02/06/2017	55	U.S. Bank PCards	\$ 6.11	6600-31100-403660	Automated Office Systems - PCard
02/06/2017	55	U.S. Bank PCards	\$ 6.03	6700-31410-403660	Automated Office Systems - PCard
02/06/2017	55	U.S. Bank PCards	\$ 349.58	2920-65010-403240	Automated Office Systems - PCard
02/06/2017	55	U.S. Bank PCards	\$ 87.44	6500-15650-403450	At&T Smd6 15578 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 65.19	5410-31230-403450	At&T*Bill Payment - PCard
02/06/2017	55	U.S. Bank PCards	\$ 28.41	5610-71100-403630	Automated Office Systems - PCard
02/06/2017	55	U.S. Bank PCards	\$ 125.70	2110-31320-403630	Automated Office Systems - PCard
02/06/2017	55	U.S. Bank PCards	\$ (125.70)	2110-31320-403630	Automated Office Systems - PCard
02/06/2017	55	U.S. Bank PCards	\$ 125.70	2110-31320-403630	Automated Office Systems - PCard
02/06/2017	55	U.S. Bank PCards	\$ 715.00	5610-71100-403824	Aaae - PCard
02/06/2017	55	U.S. Bank PCards	\$ 167.00	2600-55110-403350	Amer Lib Assoc-Imis - PCard
02/06/2017	55	U.S. Bank PCards	\$ 53.30	2600-55150-402280	American Library Assn - PCard
02/06/2017	55	U.S. Bank PCards	\$ 20.00	5610-71130-402390	Lp Anderson Point - PCard
02/06/2017	55	U.S. Bank PCards	\$ 69.95	5610-71130-402320	Lp Anderson Point - PCard
02/06/2017	55	U.S. Bank PCards	\$ 310.00	2600-55110-403290	Artcraft Printer Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 450.00	6500-15670-403690	Air Controls-Billings - PCard
02/06/2017	55	U.S. Bank PCards	\$ 90.00	1500-21710-402450	Air Controls-Billings - PCard
02/06/2017	55	U.S. Bank PCards	\$ 130.00	5610-71150-402260	Als Bootery And Repair Sh - PCard
02/06/2017	55	U.S. Bank PCards	\$ 180.00	6500-15660-402450	Alpine Plumbing Heating I - PCard
02/06/2017	55	U.S. Bank PCards	\$ 120.00	6500-15670-403690	Alpine Plumbing Heating I - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 265.00	6500-15670-403690	Alpine Plumbing Heating I - PCard
02/06/2017	55	U.S. Bank PCards	\$ 333.02	6500-15670-403690	Ace Electric, Inc. - PCard
02/06/2017	55	U.S. Bank PCards	\$ 399.06	6500-15660-402450	Ace Electric, Inc. - PCard
02/06/2017	55	U.S. Bank PCards	\$ 450.00	6500-15670-403690	Air Controls-Billings - PCard
02/06/2017	55	U.S. Bank PCards	\$ 180.00	6500-15660-402450	Air Controls-Billings - PCard
02/06/2017	55	U.S. Bank PCards	\$ 900.00	6500-15670-403690	Air Controls-Billings - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,092.64	6500-15670-403690	Air Controls-Billings - PCard
02/06/2017	55	U.S. Bank PCards	\$ 49.60	1500-21720-402260	Galls - PCard
02/06/2017	55	U.S. Bank PCards	\$ 318.37	1500-21120-402260	Galls - PCard
02/06/2017	55	U.S. Bank PCards	\$ 101.33	5020-74000-402450	Ah Turf Specialties Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 56.00	1500-21500-403210	Accent Print Shop, Inc. - PCard
02/06/2017	55	U.S. Bank PCards	\$ 28.00	1500-21500-403210	Accent Print Shop, Inc. - PCard
02/06/2017	55	U.S. Bank PCards	\$ 895.89	6500-15670-403690	Ace Electric, Inc. - PCard
02/06/2017	55	U.S. Bank PCards	\$ 69.60	5610-71130-402320	Hcl Truck Equipment - PCard
02/06/2017	55	U.S. Bank PCards	\$ 47.14	6060-19310-402122	Graybar Electric - PCard
02/06/2017	55	U.S. Bank PCards	\$ 3.13	0100-51270-402450	Graybar Electric - PCard
02/06/2017	55	U.S. Bank PCards	\$ 178.50	5610-71130-402320	Generator & Starter Shop - PCard
02/06/2017	55	U.S. Bank PCards	\$ 343.70	5610-71130-402320	Generator & Starter Shop - PCard
02/06/2017	55	U.S. Bank PCards	\$ 350.00	5610-71130-402320	Generator & Starter Shop - PCard
02/06/2017	55	U.S. Bank PCards	\$ 229.97	1500-22260-402240	Hanson Chemical - PCard
02/06/2017	55	U.S. Bank PCards	\$ 445.06	1500-22260-402240	Hanson Chemical - PCard
02/06/2017	55	U.S. Bank PCards	\$ 39.10	1500-22260-402240	Hanson Chemical - PCard
02/06/2017	55	U.S. Bank PCards	\$ 95.00	1500-21110-403170	Hansers Wrecker Company - PCard
02/06/2017	55	U.S. Bank PCards	\$ 95.00	1500-21110-403170	Hansers Wrecker & Salvage - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,055.39	5120-84000-402360	Hach Company - PCard
02/06/2017	55	U.S. Bank PCards	\$ 2.10	5210-15210-402190	West End Lock And Secur - PCard
02/06/2017	55	U.S. Bank PCards	\$ 13.25	1500-21120-402290	West End Lock And Secur - PCard
02/06/2017	55	U.S. Bank PCards	\$ 465.90	1500-21200-402260	Gunarama Wholesale I - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,420.00	2600-55130-402150	Rainbow Printing & Ultra - PCard
02/06/2017	55	U.S. Bank PCards	\$ 293.55	6500-15660-402240	Hanson Chemical - PCard
02/06/2017	55	U.S. Bank PCards	\$ 274.68	1500-22260-402240	Hanson Chemical - PCard
02/06/2017	55	U.S. Bank PCards	\$ 106.93	2090-44510-403824	Radisson Colonial Hotel H - PCard
02/06/2017	55	U.S. Bank PCards	\$ 106.93	1500-22230-403824	Radisson Colonial Hotel H - PCard
02/06/2017	55	U.S. Bank PCards	\$ 19.80	0100-51420-402290	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 107.98	5410-31220-402290	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 13.50	5020-74000-402450	West End Lock And Secur - PCard
02/06/2017	55	U.S. Bank PCards	\$ 8.75	2110-31320-402290	West End Lock And Secur - PCard
02/06/2017	55	U.S. Bank PCards	\$ 149.00	2600-55110-403822	Fredpryor Careertrack - PCard
02/06/2017	55	U.S. Bank PCards	\$ 298.00	0100-15120-403824	Fredpryor Careertrack - PCard
02/06/2017	55	U.S. Bank PCards	\$ 745.35	6270-17520-403516	Albertsons Sto00012278 - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 5.07	5610-71120-402240	Albertsons Sto00012278 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 320.00	2600-55120-403660	Snow Crest Chemicals - PCard
02/06/2017	55	U.S. Bank PCards	\$ 521.81	5020-74000-402190	Gih*Globalindustrialeq - PCard
02/06/2017	55	U.S. Bank PCards	\$ 337.20	0100-12200-403210	Alphagraphics #387 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 75.00	5710-71470-403823	Community Transportati - PCard
02/06/2017	55	U.S. Bank PCards	\$ 157.50	1500-21150-402285	Olive Garden 00014126 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 2,335.00	5020-74000-402450	S&S Machine Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 72.00	5020-75000-402410	S&S Machine Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 239.00	1500-22230-403824	Fredpryor Careertrack - PCard
02/06/2017	55	U.S. Bank PCards	\$ 464.80	2490-21960-403822	United 0167936643272 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,240.00	5210-15910-409490	Idu*Insight Public Sec - PCard
02/06/2017	55	U.S. Bank PCards	\$ 82.00	0100-16110-402925	Idu*Insight Public Sec - PCard
02/06/2017	55	U.S. Bank PCards	\$ 295.00	6200-19130-402190	Idu*Insight Public Sec - PCard
02/06/2017	55	U.S. Bank PCards	\$ (270.00)	5020-74000-402450	Hawkins Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 92.33	5410-31210-403310	Alphagraphics #387 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 7.97	2600-55120-402690	Billings Hardware & Ga - PCard
02/06/2017	55	U.S. Bank PCards	\$ 15.77	2600-55120-402690	Billings Hardware & Se - PCard
02/06/2017	55	U.S. Bank PCards	\$ 59.98	0100-51120-402410	Billings Hardware & Se - PCard
02/06/2017	55	U.S. Bank PCards	\$ 201.54	0100-51140-402330	Billings Hardware & Se - PCard
02/06/2017	55	U.S. Bank PCards	\$ 885.00	5610-71150-402220	Ln Curtis - PCard
02/06/2017	55	U.S. Bank PCards	\$ 464.80	2490-21960-403822	United 0167936643271 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 299.00	0100-17500-403330	Progressive Busin - PCard
02/06/2017	55	U.S. Bank PCards	\$ 296.00	1500-21200-403822	Gsi Online - 3750 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 363.27	1500-21500-403210	Positive Promotions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 50.00	1500-21120-402120	Pizza Hut #1717 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 6.00	1500-21120-402120	Pizza Hut #1717 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 399.00	2520-21490-403822	Lawenforcementlearning - PCard
02/06/2017	55	U.S. Bank PCards	\$ 120.00	1500-22230-403350	laai - PCard
02/06/2017	55	U.S. Bank PCards	\$ 130.52	2090-44510-403590	Sign Pro Billings - PCard
02/06/2017	55	U.S. Bank PCards	\$ 134.47	2400-43010-403210	Sign Pro Billings - PCard
02/06/2017	55	U.S. Bank PCards	\$ 130.51	0100-43210-403240	Sign Pro Billings - PCard
02/06/2017	55	U.S. Bank PCards	\$ 299.95	1500-22250-402450	Costco Whse #0069 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 228.00	5610-71150-402440	Industrial Communication - PCard
02/06/2017	55	U.S. Bank PCards	\$ 533.10	1500-21200-403822	Delta Air 0062367226744 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 245.30	2490-21960-403822	Delta Air 0067936628398 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 245.30	2490-21960-403822	Delta Air 0067936628399 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 724.43	5610-71130-403590	Usda Aphis Act Hldr - PCard
02/06/2017	55	U.S. Bank PCards	\$ 40.50	7380-12660-402290	Billings Family Ymca - PCard
02/06/2017	55	U.S. Bank PCards	\$ 265.98	5020-74000-402220	Cpi International - PCard
02/06/2017	55	U.S. Bank PCards	\$ 85.00	5610-71100-403390	Nwaaae - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 150.00	1500-21110-403350	Iacp - PCard
02/06/2017	55	U.S. Bank PCards	\$ 119.98	0100-51250-402250	Scheels Billings - PCard
02/06/2017	55	U.S. Bank PCards	\$ 130.00	5610-71120-402260	Scheels Billings - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,056.52	5710-71430-402450	Safety Kleen Systems Bran - PCard
02/06/2017	55	U.S. Bank PCards	\$ 47.00	6500-15670-403690	Kone Inc. - PCard
02/06/2017	55	U.S. Bank PCards	\$ 490.62	2600-55140-402280	Upstart/Edupress - PCard
02/06/2017	55	U.S. Bank PCards	\$ 642.52	2600-55140-402280	Upstart/Edupress - PCard
02/06/2017	55	U.S. Bank PCards	\$ 945.28	0100-51120-402330	Kois Brothers Equipment - PCard
02/06/2017	55	U.S. Bank PCards	\$ 24.00	0100-51120-402310	Kois Brothers Equipment - PCard
02/06/2017	55	U.S. Bank PCards	\$ 181.73	0100-51120-402330	Kois Brothers Equipment - PCard
02/06/2017	55	U.S. Bank PCards	\$ 85.00	5610-71100-403390	Nwaaae - PCard
02/06/2017	55	U.S. Bank PCards	\$ 164.50	0100-17500-403330	Blr/Hcpro - PCard
02/06/2017	55	U.S. Bank PCards	\$ 246.85	5610-71120-402240	House Of Clean, Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ (2.37)	8730-51990-409370	Harbor Freight Tools 207 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 34.35	8730-51990-409370	Harbor Freight Tools 207 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 115.98	8730-51990-409370	Harbor Freight Tools 207 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 2,311.85	2600-55150-402280	Upstart/Edupress - PCard
02/06/2017	55	U.S. Bank PCards	\$ 240.24	5610-71120-402450	Tw Enterprises - PCard
02/06/2017	55	U.S. Bank PCards	\$ 121.33	5020-75000-402410	Rocky Mountain Air & Lubr - PCard
02/06/2017	55	U.S. Bank PCards	\$ 188.04	0100-51120-403823	Bozeman Holiday Inn - PCard
02/06/2017	55	U.S. Bank PCards	\$ 129.00	0100-51120-402260	Bighorn Boots - PCard
02/06/2017	55	U.S. Bank PCards	\$ 15.00	0100-51140-402290	Arbor Day Foundation N - PCard
02/06/2017	55	U.S. Bank PCards	\$ 164.50	0100-16110-403220	Blr/Hcpro - PCard
02/06/2017	55	U.S. Bank PCards	\$ 190.07	5120-85000-403410	Yellowstone Valley Elect - PCard
02/06/2017	55	U.S. Bank PCards	\$ 19.00	5120-85000-403410	Yellowstone Valley Elect - PCard
02/06/2017	55	U.S. Bank PCards	\$ 31.02	5020-74000-403410	Yellowstone Valley Elect - PCard
02/06/2017	55	U.S. Bank PCards	\$ 177.00	0100-51100-403360	Ghb - Billings - PCard
02/06/2017	55	U.S. Bank PCards	\$ 180.00	1500-21120-402220	Firemaster - PCard
02/06/2017	55	U.S. Bank PCards	\$ 122.00	1500-21120-402220	Firemaster - PCard
02/06/2017	55	U.S. Bank PCards	\$ 198.00	8720-51980-403410	Yellowstone Valley Elect - PCard
02/06/2017	55	U.S. Bank PCards	\$ 20.12	8720-51980-403410	Yellowstone Valley Elect - PCard
02/06/2017	55	U.S. Bank PCards	\$ 226.48	5120-85000-403410	Yellowstone Valley Elect - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,727.93	5020-74000-403410	Yellowstone Valley Elect - PCard
02/06/2017	55	U.S. Bank PCards	\$ 193.65	5120-85000-403410	Yellowstone Valley Elect - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,231.29	5120-84000-403410	Yellowstone Valley Elect - PCard
02/06/2017	55	U.S. Bank PCards	\$ 79.71	2110-31320-403410	Yellowstone Valley Elect - PCard
02/06/2017	55	U.S. Bank PCards	\$ 19.00	0100-51120-403410	Yellowstone Valley Elect - PCard
02/06/2017	55	U.S. Bank PCards	\$ 70.77	8720-51980-403410	Yellowstone Valley Elect - PCard
02/06/2017	55	U.S. Bank PCards	\$ 19.45	8720-51980-403410	Yellowstone Valley Elect - PCard
02/06/2017	55	U.S. Bank PCards	\$ 40.13	8720-51980-403410	Yellowstone Valley Elect - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 261.31	8720-51980-403410	Yellowstone Valley Elect - PCard
02/06/2017	55	U.S. Bank PCards	\$ 61.80	5410-31220-402320	Yellowstone County Treas - PCard
02/06/2017	55	U.S. Bank PCards	\$ 300.00	5610-71130-403660	Yellowstone Electric Comp - PCard
02/06/2017	55	U.S. Bank PCards	\$ 281.03	5610-71120-403660	Yellowstone Electric Comp - PCard
02/06/2017	55	U.S. Bank PCards	\$ 13.00	5210-15230-402320	Yellowstone County Implem - PCard
02/06/2017	55	U.S. Bank PCards	\$ 19.00	1500-21400-402270	Yellowstone Valley Elec - PCard
02/06/2017	55	U.S. Bank PCards	\$ 729.59	5410-31230-403410	Yellowstone Valley Elect - PCard
02/06/2017	55	U.S. Bank PCards	\$ 293.94	5020-73110-402190	Western Office Equipment - PCard
02/06/2017	55	U.S. Bank PCards	\$ 195.96	5120-83110-402190	Western Office Equipment - PCard
02/06/2017	55	U.S. Bank PCards	\$ 51.50	5610-71130-402320	Yellowstone County Treas - PCard
02/06/2017	55	U.S. Bank PCards	\$ 51.50	5410-31220-402320	Yellowstone County Treas - PCard
02/06/2017	55	U.S. Bank PCards	\$ 25.75	2110-31320-402320	Yellowstone County Treas - PCard
02/06/2017	55	U.S. Bank PCards	\$ 25.75	0100-51120-402320	Yellowstone County Treas - PCard
02/06/2017	55	U.S. Bank PCards	\$ 27.34	0100-51120-402330	Carquest 3104 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 27.58	0100-51120-402320	Carquest 3104 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 9.78	0100-51120-402320	Carquest 3104 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 27.50	2920-65010-402120	Western Awards & Engravin - PCard
02/06/2017	55	U.S. Bank PCards	\$ 185.16	5020-73110-402190	Western Office Equipment - PCard
02/06/2017	55	U.S. Bank PCards	\$ 123.42	5120-83110-402190	Western Office Equipment - PCard
02/06/2017	55	U.S. Bank PCards	\$ 108.00	1500-21120-402260	Universal Awards - PCard
02/06/2017	55	U.S. Bank PCards	\$ 160.00	1500-21110-401170	Universal Awards - PCard
02/06/2017	55	U.S. Bank PCards	\$ 12.95	5210-15230-402290	Carquest 3103 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 29.98	0100-51210-402320	Carquest 3103 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 11.03	5210-15230-402310	Carquest 3103 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 42.77	5020-74000-402410	Carquest 3103 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,000.00	5610-71130-403660	Tractor & Equipment - PCard
02/06/2017	55	U.S. Bank PCards	\$ 160.52	5610-71130-402320	Tractor & Equipment - PCard
02/06/2017	55	U.S. Bank PCards	\$ 247.66	0100-51120-402330	Tractor & Equipment - PCard
02/06/2017	55	U.S. Bank PCards	\$ 109.01	5410-31220-402290	Tractor-Supply-Co #0303 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 4.96	5610-71130-402320	Tnt Springs - PCard
02/06/2017	55	U.S. Bank PCards	\$ 50.85	1500-22290-402260	Universal Awards - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,004.73	5610-71120-402240	State Chemic*State Che - PCard
02/06/2017	55	U.S. Bank PCards	\$ 868.70	6500-15660-402450	State Chemic*State Che - PCard
02/06/2017	55	U.S. Bank PCards	\$ 105.93	5610-71120-402450	State Chemic*State Che - PCard
02/06/2017	55	U.S. Bank PCards	\$ 2,164.90	5610-71100-403581	Sundown Security - PCard
02/06/2017	55	U.S. Bank PCards	\$ 2,118.39	5610-71100-403581	Sundown Security - PCard
02/06/2017	55	U.S. Bank PCards	\$ 2,110.65	5610-71100-403581	Sundown Security - PCard
02/06/2017	55	U.S. Bank PCards	\$ 61.35	2110-31320-402320	Six Robblees No 6 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 332.82	5410-31220-402290	Six Robblees No 6 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 443.66	5410-31220-402290	Six Robblees No 6 - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 269.65	5410-31220-402290	Six Robblees No 6 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 34.24	1500-22260-402390	Six Robblees No 6 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,499.07	5610-71120-402450	State Chemic*State Che - PCard
02/06/2017	55	U.S. Bank PCards	\$ 24.99	0100-51120-402410	Shipton'S Big R-West - PCard
02/06/2017	55	U.S. Bank PCards	\$ 119.95	0100-51120-402410	Shipton'S Big R-West - PCard
02/06/2017	55	U.S. Bank PCards	\$ 39.95	5410-31220-402290	Shipton'S Big R-West - PCard
02/06/2017	55	U.S. Bank PCards	\$ 79.90	5410-31220-402290	Shipton'S Big R-West - PCard
02/06/2017	55	U.S. Bank PCards	\$ 17.98	2110-31320-402310	Shipton'S Big R-West - PCard
02/06/2017	55	U.S. Bank PCards	\$ 521.23	5410-31220-402290	Six Robblees No 6 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 35.96	0100-51270-402450	Shipton'S Big R-East - PCard
02/06/2017	55	U.S. Bank PCards	\$ 599.94	1500-22240-402450	Shipton'S Big R-East - PCard
02/06/2017	55	U.S. Bank PCards	\$ 49.98	1500-22240-402450	Shipton'S Big R-East - PCard
02/06/2017	55	U.S. Bank PCards	\$ 84.98	0100-51420-402260	Shipton'S Big R-West - PCard
02/06/2017	55	U.S. Bank PCards	\$ 99.99	5410-31220-402320	Shipton'S Big R-West - PCard
02/06/2017	55	U.S. Bank PCards	\$ 249.99	5410-31220-402320	Shipton'S Big R-West - PCard
02/06/2017	55	U.S. Bank PCards	\$ 149.90	2090-44520-402290	Shipton'S Big R-East - PCard
02/06/2017	55	U.S. Bank PCards	\$ 16.99	0100-51120-402290	Shipton'S Big R-East - PCard
02/06/2017	55	U.S. Bank PCards	\$ 34.99	5410-31220-402410	Shipton'S Big R-East - PCard
02/06/2017	55	U.S. Bank PCards	\$ 33.49	5020-75000-402310	Shipton'S Big R-East - PCard
02/06/2017	55	U.S. Bank PCards	\$ 19.99	5210-15230-402260	Shipton'S Big R-East - PCard
02/06/2017	55	U.S. Bank PCards	\$ 24.99	5210-15230-402260	Shipton'S Big R-East - PCard
02/06/2017	55	U.S. Bank PCards	\$ 5.37	5020-73120-402410	Shipton'S Big R-East - PCard
02/06/2017	55	U.S. Bank PCards	\$ 99.99	5410-31220-402320	Shipton'S Big R-East - PCard
02/06/2017	55	U.S. Bank PCards	\$ (174.05)	5020-74000-402450	Shipton'S Big R-East - PCard
02/06/2017	55	U.S. Bank PCards	\$ 179.99	5020-74000-402450	Shipton'S Big R-East - PCard
02/06/2017	55	U.S. Bank PCards	\$ 21.97	0100-51270-402290	Shipton'S Big R-East - PCard
02/06/2017	55	U.S. Bank PCards	\$ 51.97	0100-51120-402290	Shipton'S Big R-East - PCard
02/06/2017	55	U.S. Bank PCards	\$ 283.75	1500-21710-403582	S&P Brake Supply Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 110.59	8730-51990-409370	Sherwin Williams 703203 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 17.98	2110-31320-402310	Shiptons Big R Heights - PCard
02/06/2017	55	U.S. Bank PCards	\$ 258.88	1500-21120-402120	Shiptons Big R Heights - PCard
02/06/2017	55	U.S. Bank PCards	\$ 22.56	0100-51420-402290	Shipton'S Big R-East - PCard
02/06/2017	55	U.S. Bank PCards	\$ 63.68	5410-31220-402290	Shipton'S Big R-East - PCard
02/06/2017	55	U.S. Bank PCards	\$ 22.80	6600-31100-402190	The Rubber Stamp Shop, In - PCard
02/06/2017	55	U.S. Bank PCards	\$ 41.17	2400-43010-402190	The Rubber Stamp Shop, In - PCard
02/06/2017	55	U.S. Bank PCards	\$ 10.50	2400-43010-402190	The Rubber Stamp Shop, In - PCard
02/06/2017	55	U.S. Bank PCards	\$ 53.00	2400-43010-402190	The Rubber Stamp Shop, In - PCard
02/06/2017	55	U.S. Bank PCards	\$ 27.85	0100-16110-402190	The Rubber Stamp Shop, In - PCard
02/06/2017	55	U.S. Bank PCards	\$ 49.50	0100-12200-402190	The Rubber Stamp Shop, In - PCard
02/06/2017	55	U.S. Bank PCards	\$ 11.58	2110-31320-402430	Radioshack Dea00030676 - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 17.99	5020-74000-402360	Radioshack Dea00030676 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 74.95	5120-84000-402360	Radio Shack - Mt - PCard
02/06/2017	55	U.S. Bank PCards	\$ 614.00	0100-51120-402330	Ratco Trailer And Hitch - PCard
02/06/2017	55	U.S. Bank PCards	\$ 16.00	0100-51120-402330	Ratco Trailer And Hitch - PCard
02/06/2017	55	U.S. Bank PCards	\$ 130.00	5710-71430-402260	Red Wing Shoe Store 2 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 25.63	5120-85000-402380	Pacific Steel #02 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 49.17	5410-31220-402290	Pacific Steel #02 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 45.00	0100-51270-402290	Pepsi-Cola Bottling Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ 168.00	8730-51990-402290	Permaletter Sign Company - PCard
02/06/2017	55	U.S. Bank PCards	\$ (168.00)	0100-51120-402290	Permaletter Sign Company - PCard
02/06/2017	55	U.S. Bank PCards	\$ 97.00	5610-71170-402450	Agp*Propane Services - PCard
02/06/2017	55	U.S. Bank PCards	\$ 54.25	5120-84000-402223	Northwest Scientific Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 12.69	0100-51120-402330	Pacific Steel #02 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 131.61	0100-51120-402330	Pacific Steel #02 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 81.03	5120-84000-402360	Pacific Steel #02 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 286.50	5020-74000-402360	Pacific Steel #02 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 38.44	5020-75000-402380	Pacific Steel #02 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 26.32	5020-75000-402410	Northwest Industrial Supp - PCard
02/06/2017	55	U.S. Bank PCards	\$ 52.36	6500-15660-402450	Northwest Pipe Fitting - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,865.10	5020-74000-402220	Northwest Scientific Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 261.47	5120-84000-402223	Northwest Scientific Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 2,020.67	5120-84000-402223	Northwest Scientific Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 418.69	5020-74000-402220	Northwest Scientific Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 681.16	5610-71130-402320	Normont Equipment Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ 303.76	5610-71130-402410	Northwest Industrial Supp - PCard
02/06/2017	55	U.S. Bank PCards	\$ 70.55	5120-85000-402410	Northwest Industrial Supp - PCard
02/06/2017	55	U.S. Bank PCards	\$ 99.24	2110-31320-402320	Northwest Industrial Supp - PCard
02/06/2017	55	U.S. Bank PCards	\$ 73.35	5020-75000-402410	Northwest Industrial Supp - PCard
02/06/2017	55	U.S. Bank PCards	\$ 59.11	5020-75000-402410	Northwest Industrial Supp - PCard
02/06/2017	55	U.S. Bank PCards	\$ 4.56	0100-51120-402320	Napa Store 3547001 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 8.60	0100-51120-402320	Napa Store 3547001 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 179.16	0100-51120-402410	Napa Store 3547001 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 21.68	0100-51120-402410	Napa Store 3547001 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 260.00	0100-51210-403822	National Recreation & - PCard
02/06/2017	55	U.S. Bank PCards	\$ 200.00	0100-51210-403822	National Recreation & - PCard
02/06/2017	55	U.S. Bank PCards	\$ 21.60	5120-85000-402410	Napa Store 3547001 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 14.94	0100-51120-402290	Napa Store 3547001 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 42.14	5020-74000-402410	Napa Store 3547001 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 11.99	0100-51140-402290	Napa Store 3547001 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 5.64	0100-51120-402320	Napa Store 3547001 - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 8.99	0100-51120-402320	Napa Store 3547001 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 178.00	1500-21150-402975	Moore Lane Veterinary Hos - PCard
02/06/2017	55	U.S. Bank PCards	\$ 184.02	1500-21710-403512	Moore Lane Veterinary Hos - PCard
02/06/2017	55	U.S. Bank PCards	\$ 11.99	0100-51120-402290	Napa Store 3547001 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 97.08	5610-71130-402320	Napa Store 3547001 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 19.28	0100-51120-402410	Napa Store 3547001 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 21.60	5020-75000-402410	Napa Store 3547001 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 629.68	0100-51120-402330	Midland Implement Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ 2,000.00	0100-51120-402330	Midland Implement Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ 645.03	0100-51120-402330	Midland Implement Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ (1,927.86)	0100-51120-402330	Midland Implement Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ 488.06	0100-51120-402330	Midland Implement Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ 114.35	1500-21150-402975	Moore Lane Veterinary Hos - PCard
02/06/2017	55	U.S. Bank PCards	\$ 357.75	5710-71430-402450	Overhead Door Co Of South - PCard
02/06/2017	55	U.S. Bank PCards	\$ 176.74	5610-71190-403660	Marketing Specialtites - PCard
02/06/2017	55	U.S. Bank PCards	\$ 479.99	5710-71430-402925	Midland Implement Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ 48.50	5710-71430-402450	Midland Implement Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ 17.30	0100-51120-402290	Midland Implement Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ 160.93	0100-51120-402330	Midland Implement Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ 27.60	6700-31410-403660	Kenco Security And Tec - PCard
02/06/2017	55	U.S. Bank PCards	\$ 26.00	2510-21860-403822	Kenco Security And Tec - PCard
02/06/2017	55	U.S. Bank PCards	\$ 67.00	1500-21110-403574	Kenco Security And Tec - PCard
02/06/2017	55	U.S. Bank PCards	\$ 80.00	2600-55120-403670	Kenco Security And Tec - PCard
02/06/2017	55	U.S. Bank PCards	\$ 424.00	2600-55120-403690	Kenco Security And Tec - PCard
02/06/2017	55	U.S. Bank PCards	\$ 73.00	2600-55120-403660	Kenco Security And Tec - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,080.00	6500-15660-402450	Kenco Security And Tec - PCard
02/06/2017	55	U.S. Bank PCards	\$ 446.25	6500-15660-403990	Kenco Security And Tec - PCard
02/06/2017	55	U.S. Bank PCards	\$ 341.25	6500-15660-403660	Kenco Security And Tec - PCard
02/06/2017	55	U.S. Bank PCards	\$ 67.00	6500-15660-402450	Kenco Security And Tec - PCard
02/06/2017	55	U.S. Bank PCards	\$ 46.00	6500-15670-403690	Kenco Security And Tec - PCard
02/06/2017	55	U.S. Bank PCards	\$ 18.40	6600-31100-403660	Kenco Security And Tec - PCard
02/06/2017	55	U.S. Bank PCards	\$ 6.28	5020-73140-403660	Kenco Security And Tec - PCard
02/06/2017	55	U.S. Bank PCards	\$ 3.71	5120-83140-403660	Kenco Security And Tec - PCard
02/06/2017	55	U.S. Bank PCards	\$ 19.50	5020-74000-403660	Kenco Security And Tec - PCard
02/06/2017	55	U.S. Bank PCards	\$ 4.88	5020-73120-403660	Kenco Security And Tec - PCard
02/06/2017	55	U.S. Bank PCards	\$ 33.50	5410-31230-403660	Kenco Security And Tec - PCard
02/06/2017	55	U.S. Bank PCards	\$ 210.00	6500-15660-402450	Kenco Security And Tec - PCard
02/06/2017	55	U.S. Bank PCards	\$ 36.00	5710-71430-402450	Kb Commercial Products - PCard
02/06/2017	55	U.S. Bank PCards	\$ 161.36	2600-55120-402240	Kb Commercial Products - PCard
02/06/2017	55	U.S. Bank PCards	\$ 326.00	2600-55120-402240	Kb Commercial Products - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 394.30	2600-55120-402240	Kb Commercial Products - PCard
02/06/2017	55	U.S. Bank PCards	\$ 15.08	5020-75000-403660	Kenco Security And Tec - PCard
02/06/2017	55	U.S. Bank PCards	\$ 10.05	5120-85000-403660	Kenco Security And Tec - PCard
02/06/2017	55	U.S. Bank PCards	\$ 134.85	5610-71130-402320	Inland Truck Parts # - PCard
02/06/2017	55	U.S. Bank PCards	\$ 120.00	8730-51990-403823	Intl Soc Arboriculture - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,265.00	8730-51990-402330	Jares Fence Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ 190.87	5020-74000-402360	Johnstone Supply Billings - PCard
02/06/2017	55	U.S. Bank PCards	\$ 193.10	1500-22250-402450	Kb Commercial Products - PCard
02/06/2017	55	U.S. Bank PCards	\$ 499.92	5610-71120-402240	Kb Commercial Products - PCard
02/06/2017	55	U.S. Bank PCards	\$ 43.91	5610-71130-402320	Hose & Rubber Supply Blg - PCard
02/06/2017	55	U.S. Bank PCards	\$ 24.14	5020-75000-402290	Hose & Rubber Supply Blg - PCard
02/06/2017	55	U.S. Bank PCards	\$ 16.09	5120-85000-402290	Hose & Rubber Supply Blg - PCard
02/06/2017	55	U.S. Bank PCards	\$ 233.67	5020-74000-402450	Hose & Rubber Supply Blg - PCard
02/06/2017	55	U.S. Bank PCards	\$ 49.28	5120-85000-402410	Hose & Rubber Supply Blg - PCard
02/06/2017	55	U.S. Bank PCards	\$ 395.90	2600-55190-403380	Helena Independent Record - PCard
02/06/2017	55	U.S. Bank PCards	\$ 238.75	5610-71130-402320	Hose & Rubber Supply Blg - PCard
02/06/2017	55	U.S. Bank PCards	\$ 96.90	5610-71130-402320	Hose & Rubber Supply Blg - PCard
02/06/2017	55	U.S. Bank PCards	\$ 18.90	5610-71130-402320	Hose & Rubber Supply Blg - PCard
02/06/2017	55	U.S. Bank PCards	\$ 171.68	5610-71130-402320	Hose & Rubber Supply Blg - PCard
02/06/2017	55	U.S. Bank PCards	\$ 88.45	5610-71130-402320	Hose & Rubber Supply Blg - PCard
02/06/2017	55	U.S. Bank PCards	\$ 15.45	5610-71130-402320	Hose & Rubber Supply Blg - PCard
02/06/2017	55	U.S. Bank PCards	\$ 93.96	6500-15660-402240	Hanson Chemical - PCard
02/06/2017	55	U.S. Bank PCards	\$ 357.14	2600-55120-402240	Hanson Chemical - PCard
02/06/2017	55	U.S. Bank PCards	\$ 18.98	6600-31100-403660	Hanson Chemical - PCard
02/06/2017	55	U.S. Bank PCards	\$ 28.48	6700-31410-403660	Hanson Chemical - PCard
02/06/2017	55	U.S. Bank PCards	\$ 305.37	0100-51120-402290	Hanson Chemical - PCard
02/06/2017	55	U.S. Bank PCards	\$ 238.75	5610-71130-402320	Hose & Rubber Supply Blg - PCard
02/06/2017	55	U.S. Bank PCards	\$ 10.00	2450-12570-403560	City Of Billings Finance - PCard
02/06/2017	55	U.S. Bank PCards	\$ 155.00	0100-51120-402260	Billings Parks Company - PCard
02/06/2017	55	U.S. Bank PCards	\$ 49.99	1500-22240-402450	Target 00013334 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 13.67	2600-55160-402290	Target 00013334 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 63.96	2600-55190-403336	Target 00013334 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 225.68	6500-15660-402240	Hanson Chemical - PCard
02/06/2017	55	U.S. Bank PCards	\$ 49.06	1500-22210-403110	Fedex 785171222070 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 38.33	5020-74000-402360	Fedex 785115858218 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 104.11	5020-74000-402220	Fedex 22910223 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 124.89	5120-85000-403420	City Of Billings Pud - PCard
02/06/2017	55	U.S. Bank PCards	\$ 129.43	2110-31320-403420	City Of Billings Pud - PCard
02/06/2017	55	U.S. Bank PCards	\$ 10.00	2450-12570-403560	City Of Billings Finance - PCard
02/06/2017	55	U.S. Bank PCards	\$ 20.44	5020-74000-402360	Tacoma Screw Products B - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 41.64	5210-15210-403110	Fedex 92612816 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 27.23	5020-74000-403660	Fedex 785203216394 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 27.23	5120-84000-403660	Fedex 785203216394 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 21.98	5020-74000-403660	Fedex 785203164810 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 21.98	5120-84000-403660	Fedex 785203164810 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 30.77	5410-31220-402290	Tacoma Screw Products B - PCard
02/06/2017	55	U.S. Bank PCards	\$ 50.53	0100-51120-402410	Tacoma Screw Products B - PCard
02/06/2017	55	U.S. Bank PCards	\$ 5.25	5610-71130-402320	Tacoma Screw Products B - PCard
02/06/2017	55	U.S. Bank PCards	\$ 19.21	5610-71130-402370	Tacoma Screw Products B - PCard
02/06/2017	55	U.S. Bank PCards	\$ 42.75	5610-71130-402320	Tacoma Screw Products B - PCard
02/06/2017	55	U.S. Bank PCards	\$ 82.01	5610-71130-402370	Tacoma Screw Products B - PCard
02/06/2017	55	U.S. Bank PCards	\$ 375.00	0100-51120-403690	Powder Coating Plus North - PCard
02/06/2017	55	U.S. Bank PCards	\$ 120.00	1500-21700-402120	Billings Ink And Toner - PCard
02/06/2017	55	U.S. Bank PCards	\$ 383.00	0100-12130-402290	Billings Ink And Toner - PCard
02/06/2017	55	U.S. Bank PCards	\$ 300.00	0100-15120-403823	Natl/Padget 8006825061 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 125.00	2600-55110-403360	P.A.M.-Nwfc Administr - PCard
02/06/2017	55	U.S. Bank PCards	\$ 2.95	5610-71130-402320	Tacoma Screw Products B - PCard
02/06/2017	55	U.S. Bank PCards	\$ 2,354.43	5610-71120-402450	Itw Gse - PCard
02/06/2017	55	U.S. Bank PCards	\$ 859.32	1500-21710-402220	Mwi Veterinary Supply Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ 471.40	6200-19110-405370	Conduvis Technologies - PCard
02/06/2017	55	U.S. Bank PCards	\$ 26.88	2600-55110-403824	Conoco - High Country Tra - PCard
02/06/2017	55	U.S. Bank PCards	\$ 25.87	1500-22230-403824	Conoco - High Country Tra - PCard
02/06/2017	55	U.S. Bank PCards	\$ 100.00	1500-21110-403170	Kc Towing & Repair Svc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 861.00	5120-84000-402360	Anixter/Clark/Tri-Ed - PCard
02/06/2017	55	U.S. Bank PCards	\$ 329.46	5610-71130-403655	Ideal Manufacturing Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 149.95	5710-71470-402925	Vzwrlls*X4740-01 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 81.00	8730-51990-403360	Volgistics Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 348.00	1500-21120-402260	Silver Threads - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,630.10	5610-71140-402290	The Iris Companies - PCard
02/06/2017	55	U.S. Bank PCards	\$ 69.99	0100-51270-402290	Charter Comm - PCard
02/06/2017	55	U.S. Bank PCards	\$ 324.46	5120-84000-402360	Anixter/Clark/Tri-Ed - PCard
02/06/2017	55	U.S. Bank PCards	\$ 154.69	5120-84000-402360	Anixter/Clark/Tri-Ed - PCard
02/06/2017	55	U.S. Bank PCards	\$ 734.89	5120-84000-402360	Anixter/Clark/Tri-Ed - PCard
02/06/2017	55	U.S. Bank PCards	\$ 510.74	5120-84000-402360	Anixter/Clark/Tri-Ed - PCard
02/06/2017	55	U.S. Bank PCards	\$ 836.00	5120-84000-402360	Anixter/Clark/Tri-Ed - PCard
02/06/2017	55	U.S. Bank PCards	\$ 55.00	6500-15670-403690	Sq *Skyline Services, Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 50.00	2600-55150-402280	Sq *This House Of B - PCard
02/06/2017	55	U.S. Bank PCards	\$ 215.00	5610-71190-403660	Sq *Tom Pointer - PCard
02/06/2017	55	U.S. Bank PCards	\$ 195.00	5710-71430-402450	Sq *Tom Pointer - PCard
02/06/2017	55	U.S. Bank PCards	\$ 92.00	2600-55110-403360	Sq *Yellowstone Cou - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 97.70	1500-22260-402310	U-Haul Moving & Storage A - PCard
02/06/2017	55	U.S. Bank PCards	\$ 64.55	5610-71190-402450	Sq *Hotsy Wy-Mont G - PCard
02/06/2017	55	U.S. Bank PCards	\$ 456.00	2110-31320-402320	Sq *Hotsy Wy-Mont G - PCard
02/06/2017	55	U.S. Bank PCards	\$ 323.00	5610-71190-403660	Sq *Roger Connor - PCard
02/06/2017	55	U.S. Bank PCards	\$ 89.00	6500-15660-402450	Sq *Rolling Right Door Se - PCard
02/06/2017	55	U.S. Bank PCards	\$ 955.00	6500-15660-402450	Sq *Rolling Right Door Se - PCard
02/06/2017	55	U.S. Bank PCards	\$ 860.50	6500-15660-402450	Sq *Rolling Right Door Se - PCard
02/06/2017	55	U.S. Bank PCards	\$ 297.54	5120-84000-402360	Dwyer Instruments Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 250.00	1500-21110-403170	Sq *Agave Towing - PCard
02/06/2017	55	U.S. Bank PCards	\$ 15.00	6200-19130-402120	Sq *Billings Office Syste - PCard
02/06/2017	55	U.S. Bank PCards	\$ 9.00	5020-75000-403660	Sq *Billings Office Syste - PCard
02/06/2017	55	U.S. Bank PCards	\$ 6.00	5120-85000-403660	Sq *Billings Office Syste - PCard
02/06/2017	55	U.S. Bank PCards	\$ 153.90	2110-31320-402320	Sq *Hotsy Wy-Mont G - PCard
02/06/2017	55	U.S. Bank PCards	\$ 259.31	0100-12200-402230	Cafe Rio Billings - PCard
02/06/2017	55	U.S. Bank PCards	\$ 159.99	2450-12570-402190	Cbi*Nitro Pdf - PCard
02/06/2017	55	U.S. Bank PCards	\$ 35.00	0100-51120-402390	Rimrock Tire - PCard
02/06/2017	55	U.S. Bank PCards	\$ 94.00	2510-21860-402190	Tlo Transunion - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,304.00	5120-84000-402290	Lou'S Gloves Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 226.60	1500-21200-407910	Yahoo *Media - PCard
02/06/2017	55	U.S. Bank PCards	\$ 25.00	2600-55180-403690	In *High Point Networks, - PCard
02/06/2017	55	U.S. Bank PCards	\$ 80.00	2600-55110-403590	In *Southeastern Security - PCard
02/06/2017	55	U.S. Bank PCards	\$ 637.00	5020-74000-403330	Uei Water Program - PCard
02/06/2017	55	U.S. Bank PCards	\$ 100.00	1500-21110-403170	Western Skies Towing & R - PCard
02/06/2017	55	U.S. Bank PCards	\$ 6.00	0100-51210-403665	Zeecreative - PCard
02/06/2017	55	U.S. Bank PCards	\$ 34.98	0100-51120-402320	Autozone #3772 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 135.00	5610-71120-402450	In *Automatic Doors Of Mo - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,440.00	5610-71120-403660	In *Automatic Doors Of Mo - PCard
02/06/2017	55	U.S. Bank PCards	\$ 205.00	1500-21710-402450	In *Billings Extinguishin - PCard
02/06/2017	55	U.S. Bank PCards	\$ 383.69	5610-71130-402320	In *Critelli Glass Inc. - PCard
02/06/2017	55	U.S. Bank PCards	\$ 111.75	2600-55180-403690	In *Elm Usa Inc. - PCard
02/06/2017	55	U.S. Bank PCards	\$ 300.00	2510-21860-403450	In *Gibson Advertising, M - PCard
02/06/2017	55	U.S. Bank PCards	\$ 37.35	1500-21120-402290	Voodoo Tactical - PCard
02/06/2017	55	U.S. Bank PCards	\$ 430.00	1500-21400-403822	Eb Wshna 2017-Annual - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,349.92	8730-51990-409370	In *Architectural Doors & - PCard
02/06/2017	55	U.S. Bank PCards	\$ 240.00	5610-71130-402260	In *Arff Working Group In - PCard
02/06/2017	55	U.S. Bank PCards	\$ 745.00	5610-71120-403660	In *Automatic Doors Of Mo - PCard
02/06/2017	55	U.S. Bank PCards	\$ 560.00	5610-71120-403660	In *Automatic Doors Of Mo - PCard
02/06/2017	55	U.S. Bank PCards	\$ 94.40	0100-51420-402290	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 40.97	0100-51120-402410	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 7.99	0100-51120-402290	Kings Ace Hdwe - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 51.96	0100-51250-402250	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 169.36	5710-71430-402450	Heartland Paper Company - PCard
02/06/2017	55	U.S. Bank PCards	\$ 95.00	1500-21110-403170	Excel Services - PCard
02/06/2017	55	U.S. Bank PCards	\$ 11.69	5210-15930-402450	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 16.98	1500-22260-402120	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 15.29	1500-22260-402320	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 76.12	0100-51420-402290	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 7.18	8730-51990-409370	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 599.00	6500-15670-402920	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 188.59	5410-31230-402290	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 6.99	5210-15930-402190	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 5.99	5210-15230-402290	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 27.96	5210-15230-402290	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 6.29	5210-15930-402190	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 9.99	5210-15930-402190	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 64.95	0100-51250-402250	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 13.49	2110-31320-402410	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 14.95	5410-31230-402290	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 9.99	5020-75000-402410	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 7.51	5020-75000-402410	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 5.01	5120-85000-402410	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 34.91	0100-51210-402190	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 9.98	5020-74000-402450	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 71.98	5410-31220-402410	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 13.45	5410-31220-402290	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 51.11	5020-74000-402450	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 17.97	5020-74000-402450	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 100.93	5020-73140-402450	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 19.99	0100-51120-402290	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 5.98	6500-15660-402450	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 90.00	2400-43010-401170	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 17.96	0100-43210-402190	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 6.00	5020-74000-402450	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 9.50	6500-15660-402450	West End Lock And Secur - PCard
02/06/2017	55	U.S. Bank PCards	\$ 15.98	2110-31320-402430	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 8.98	1500-22260-402450	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 33.34	1500-22260-402340	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 15.42	1500-22260-402320	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 22.49	1500-22260-402240	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 14.99	1500-22210-403590	Adobe *Acropro Subs - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 14.99	5120-87000-402190	Adobe *Acropro Subs - PCard
02/06/2017	55	U.S. Bank PCards	\$ 55.95	5020-73110-402190	Transact Technologies - PCard
02/06/2017	55	U.S. Bank PCards	\$ 37.30	5120-83110-402190	Transact Technologies - PCard
02/06/2017	55	U.S. Bank PCards	\$ 682.00	1500-21710-403512	Best Friends Animal Hosp - PCard
02/06/2017	55	U.S. Bank PCards	\$ 75.00	0100-43210-403350	American Association Of C - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,100.00	5610-71160-403370	Billingsgazettethriftynck - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,139.00	5710-71460-403370	Billingsgazettethriftynck - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,953.88	5410-31220-402290	Impact Plastics - PCard
02/06/2017	55	U.S. Bank PCards	\$ 149.99	1500-21500-405333	Dmi* Dell Bus Online - PCard
02/06/2017	55	U.S. Bank PCards	\$ 39.98	1500-21500-405333	Dmi* Dell Bus Online - PCard
02/06/2017	55	U.S. Bank PCards	\$ 25.00	0100-51120-403350	Montana Nursery & Landsca - PCard
02/06/2017	55	U.S. Bank PCards	\$ 97.23	1500-21400-403822	Comfort Suites - PCard
02/06/2017	55	U.S. Bank PCards	\$ 388.92	1500-21400-403822	Comfort Suites - PCard
02/06/2017	55	U.S. Bank PCards	\$ 203.19	5710-71440-402450	Kimball Midwest - PCard
02/06/2017	55	U.S. Bank PCards	\$ 158.95	2090-44510-402520	Nfpa Natl Fire Protect - PCard
02/06/2017	55	U.S. Bank PCards	\$ 226.83	2090-44510-402520	Nfpa Natl Fire Protect - PCard
02/06/2017	55	U.S. Bank PCards	\$ 102.65	5020-74000-403823	Fairfield Inn & Suites - PCard
02/06/2017	55	U.S. Bank PCards	\$ 60.96	1500-21400-403822	Wm Supercenter #2923 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 125.81	5610-71120-402450	Wm Supercenter #2923 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 59.91	0100-51120-402260	Wm Supercenter #4412 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 17.38	0100-51270-402450	Graybar Electric Company - PCard
02/06/2017	55	U.S. Bank PCards	\$ 519.17	5020-74000-402450	Belzona Rocky Mountain In - PCard
02/06/2017	55	U.S. Bank PCards	\$ 665.09	5610-71120-402450	Belzona Rocky Mountain In - PCard
02/06/2017	55	U.S. Bank PCards	\$ 53.80	5710-71430-402450	Wal-Mart #1956 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 111.87	0100-51270-402290	Wal-Mart #2923 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 4.74	0100-51100-403360	Wal-Mart #2923 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 15.93	0100-51120-402290	Wal-Mart #2923 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 19.88	0100-51250-402250	Wal-Mart #2923 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 125.00	7380-12660-402190	Wal-Mart #2923 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 62.00	2600-55190-403380	Carbon County News - PCard
02/06/2017	55	U.S. Bank PCards	\$ 2,380.59	5610-71130-402320	Glacier Products And Serv - PCard
02/06/2017	55	U.S. Bank PCards	\$ 33.13	5710-71430-402450	Wal-Mart #1956 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 10.41	0100-51120-402310	Wal-Mart #1956 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 48.84	0100-51120-402290	Wal-Mart #1956 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 4.85	5710-71410-402190	Wal-Mart #1956 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 14.41	0100-51120-402320	Lowes #00319* - PCard
02/06/2017	55	U.S. Bank PCards	\$ 183.34	5610-71170-402450	Lowes #00319* - PCard
02/06/2017	55	U.S. Bank PCards	\$ 85.00	5710-71480-402450	All Lock - PCard
02/06/2017	55	U.S. Bank PCards	\$ 6.99	5610-71100-403390	Albertsons Sto00040410 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 187.00	0100-51120-403660	Denny Menholt Chevrolet - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 31.61	0100-51420-402320	Denny Menholt Chevrolet - PCard
02/06/2017	55	U.S. Bank PCards	\$ 37.96	0100-51120-402410	Lowe's #00319* - PCard
02/06/2017	55	U.S. Bank PCards	\$ 358.00	5410-31220-402320	Lowe's #00319* - PCard
02/06/2017	55	U.S. Bank PCards	\$ 407.17	5610-71120-402410	Lowe's #00319* - PCard
02/06/2017	55	U.S. Bank PCards	\$ 73.07	2110-31320-402290	Lowe's #00319* - PCard
02/06/2017	55	U.S. Bank PCards	\$ 18.20	5710-71430-402450	Lowe's #00319* - PCard
02/06/2017	55	U.S. Bank PCards	\$ 35.98	5410-31230-402290	Lowe's #00319* - PCard
02/06/2017	55	U.S. Bank PCards	\$ 19.98	5610-71150-402290	Batteries Plus #25 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 71.96	5610-71150-402290	Batteries Plus #25 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 35.98	5610-71150-402290	Batteries Plus #25 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 7.18	5610-71130-402410	Batteries Plus #25 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 57.54	5020-74000-402190	Batteries Plus #25 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 53.85	1500-21120-402290	Batteries Plus #25 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 44.99	2510-21860-402190	Best Buy 00005926 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 10.35	0100-51120-403110	Usps Po 2907800103 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 6.70	7380-12660-402190	Usps Po 2907800103 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 14.10	8730-51990-403290	Usps Po 2907800103 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 170.00	1500-21110-403110	Usps Po Boxes Online - PCard
02/06/2017	55	U.S. Bank PCards	\$ 340.15	2110-31320-402430	Batteries Plus #25 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1.99	2600-55110-402190	Amazon Services-Kindle 86 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 180.00	6700-31410-403660	Selby'S - PCard
02/06/2017	55	U.S. Bank PCards	\$ 58.50	5610-71130-403660	Usa Communications - PCard
02/06/2017	55	U.S. Bank PCards	\$ 102.96	5610-71120-403660	Usa Communications - PCard
02/06/2017	55	U.S. Bank PCards	\$ 591.25	1500-21400-403822	Holiday Inn Express/Sts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 679.60	5610-71150-402260	Pf Pettibone And Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ 17.10	2600-55110-402190	Amazon.Com Amzn.Com/Bill - PCard
02/06/2017	55	U.S. Bank PCards	\$ 133.46	2600-55180-402290	Amazon.Com Amzn.Com/Bill - PCard
02/06/2017	55	U.S. Bank PCards	\$ 106.51	2600-55180-402290	Amazon.Com Amzn.Com/Bill - PCard
02/06/2017	55	U.S. Bank PCards	\$ 46.11	5610-71120-402450	Amazon.Com Amzn.Com/Bill - PCard
02/06/2017	55	U.S. Bank PCards	\$ 10.99	5610-71130-403660	Amazonprime Membership - PCard
02/06/2017	55	U.S. Bank PCards	\$ 10.00	2600-55140-402290	Amazon Digital Svcs - PCard
02/06/2017	55	U.S. Bank PCards	\$ 31.92	2600-55190-403336	Amazon.Com - PCard
02/06/2017	55	U.S. Bank PCards	\$ 17.95	2600-55190-403227	Amazon.Com - PCard
02/06/2017	55	U.S. Bank PCards	\$ 19.99	0100-51250-402250	Amazon.Com - PCard
02/06/2017	55	U.S. Bank PCards	\$ 299.92	5610-71130-402320	Amazon.Com Amzn.Com/Bill - PCard
02/06/2017	55	U.S. Bank PCards	\$ 11.56	2600-55140-402190	Amazon.Com Amzn.Com/Bill - PCard
02/06/2017	55	U.S. Bank PCards	\$ 46.36	2600-55110-402190	Amazon.Com Amzn.Com/Bill - PCard
02/06/2017	55	U.S. Bank PCards	\$ 142.23	2400-43010-407214	Amazon.Com - PCard
02/06/2017	55	U.S. Bank PCards	\$ 105.98	0100-51270-402450	Amazon.Com - PCard
02/06/2017	55	U.S. Bank PCards	\$ (52.99)	0100-51270-402450	Amazon.Com - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 60.16	0100-51270-402190	Amazon.Com - PCard
02/06/2017	55	U.S. Bank PCards	\$ 8.49	2600-55190-403225	Amazon.Com - PCard
02/06/2017	55	U.S. Bank PCards	\$ 15.96	2600-55190-403243	Amazon.Com - PCard
02/06/2017	55	U.S. Bank PCards	\$ 21.74	2650-67720-402290	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 21.01	2650-67720-402290	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 90.07	2650-67720-402290	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 42.49	1500-22210-402190	Amazon.Com - PCard
02/06/2017	55	U.S. Bank PCards	\$ 24.26	1500-22260-402450	Amazon.Com - PCard
02/06/2017	55	U.S. Bank PCards	\$ (52.99)	0100-51270-402450	Amazon.Com - PCard
02/06/2017	55	U.S. Bank PCards	\$ 22.99	2650-67720-402290	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 16.55	2650-67720-402290	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 47.27	2650-67720-402290	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ (31.00)	2920-65010-402190	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 24.39	2920-65010-402190	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 22.86	2650-67720-402290	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 19.69	2600-55190-403225	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 9.67	2600-55190-403243	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 136.84	2600-55180-402290	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 122.51	2600-55190-403225	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 29.97	2600-55190-403336	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 86.03	2600-55120-402690	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 47.14	2600-55190-403225	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 22.92	2600-55190-403226	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 20.49	2600-55190-403226	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 29.54	2600-55190-403225	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 32.29	2600-55190-403226	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 6.99	2600-55190-403333	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 7.97	2600-55190-403333	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 7.38	2600-55190-403255	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 173.41	2600-55190-403225	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 17.95	2600-55190-403333	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 9.99	2600-55190-403336	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 6.22	2600-55190-403255	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 15.07	2600-55190-403226	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 21.99	2600-55190-403227	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 28.94	2600-55190-403255	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 6.89	2600-55190-403255	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 5.99	2600-55190-403255	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 24.84	2600-55190-403225	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 68.26	0100-14110-403325	Amazon Mktplace Pmts - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 101.85	2400-43010-403920	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 12.02	2400-43010-402190	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 57.92	2600-55140-407210	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 359.96	2600-55140-407210	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 405.65	2600-55140-407210	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 92.00	5710-71470-402190	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 69.95	2090-44510-402190	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 187.83	2090-44520-402290	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 204.77	2400-43010-402120	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 68.25	2090-44510-402120	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 68.26	0100-43210-402190	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 159.96	5610-71130-402320	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 199.45	2400-43010-407214	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 18.36	0100-13140-402190	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 21.99	0100-13140-402190	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 9.29	0100-13140-402190	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 31.93	0100-13140-402190	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 33.32	2600-55190-403226	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ (24.95)	2600-55190-403255	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 44.08	5120-84000-403450	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 44.07	5020-74000-403450	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 88.65	5120-84000-402190	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 88.64	5020-74000-402190	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 31.98	2600-55140-407210	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 40.52	2600-55190-403226	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 15.49	2600-55190-403226	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 16.98	2600-55190-403226	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 12.81	2600-55190-403226	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 6.98	2600-55190-403226	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 410.00	1500-21120-402320	Aces - PCard
02/06/2017	55	U.S. Bank PCards	\$ 10.00	1500-21120-402320	Aces - PCard
02/06/2017	55	U.S. Bank PCards	\$ 10.00	1500-21120-402120	Aces - PCard
02/06/2017	55	U.S. Bank PCards	\$ 10.00	1500-21120-402320	Aces - PCard
02/06/2017	55	U.S. Bank PCards	\$ 99.95	2090-44510-402190	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 31.98	2600-55140-407210	Amazon Mktplace Pmts - PCard
02/06/2017	55	U.S. Bank PCards	\$ 377.18	5120-84000-402290	Dxp Enterprises - PCard
02/06/2017	55	U.S. Bank PCards	\$ 377.17	5020-74000-402290	Dxp Enterprises - PCard
02/06/2017	55	U.S. Bank PCards	\$ (85.00)	5610-71100-402190	Dxp Enterprises - PCard
02/06/2017	55	U.S. Bank PCards	\$ 85.00	5610-71100-402190	Dxp Enterprises - PCard
02/06/2017	55	U.S. Bank PCards	\$ 138.85	0100-51120-402290	Dxp Enterprises - PCard

Check Date	Check	Name	Amount	Account	Item Desc
02/06/2017	55	U.S. Bank PCards	\$ 221.10	2600-55190-403382	Center Point Large Print - PCard
02/06/2017	55	U.S. Bank PCards	\$ 65.67	2090-44510-403822	Skillpath National - PCard
02/06/2017	55	U.S. Bank PCards	\$ 67.66	0100-43210-403822	Skillpath National - PCard
02/06/2017	55	U.S. Bank PCards	\$ 199.00	2400-43010-403720	Skillpath National - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,536.82	5020-74000-402450	Mcmaster-Carr - PCard
02/06/2017	55	U.S. Bank PCards	\$ 617.90	5120-84000-402360	Mcmaster-Carr - PCard
02/06/2017	55	U.S. Bank PCards	\$ 750.00	5120-84000-402360	Dxp Enterprises - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1.78	5210-15230-402290	Albertsons Sto00040253 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 59.91	2650-67720-402290	Albertsons Sto00040253 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 29.23	0100-12200-402230	Albertsons Sto00040253 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 139.00	0100-51120-403824	Skillpath National - PCard
02/06/2017	55	U.S. Bank PCards	\$ 199.00	0100-43210-403822	Skillpath National - PCard
02/06/2017	55	U.S. Bank PCards	\$ 65.67	2400-43010-403720	Skillpath National - PCard
02/06/2017	55	U.S. Bank PCards	\$ 67.31	5610-71150-402260	Big Sky Fire Equipment - PCard
02/06/2017	55	U.S. Bank PCards	\$ 125.80	2600-55130-402190	Big Sky Fire Equipment - PCard
02/06/2017	55	U.S. Bank PCards	\$ 76.70	0100-51120-402290	Big Sky Fire Equipment - PCard
02/06/2017	55	U.S. Bank PCards	\$ 2,755.00	6200-19130-405315	Esri - PCard
02/06/2017	55	U.S. Bank PCards	\$ 91.15	5410-31230-402290	Industrial Sales And S - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,238.84	1500-21200-402610	B&H Photo, 800-606-6969 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,531.00	5610-71120-402240	Montana Broom Brush Comp - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,405.88	5610-71120-402240	Montana Broom Brush Comp - PCard
02/06/2017	55	U.S. Bank PCards	\$ 18.71	5610-71120-402240	Montana Broom Brush Comp - PCard
02/06/2017	55	U.S. Bank PCards	\$ 449.50	5610-71150-402220	Emergency Medical Produc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 117.79	5410-31220-402290	Big Sky Fire Equipment - PCard
02/06/2017	55	U.S. Bank PCards	\$ 76.80	5410-31230-402290	Big Sky Fire Equipment - PCard
02/06/2017	55	U.S. Bank PCards	\$ 47.98	0100-51140-402410	Heights Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 500.00	2400-43010-403350	Assoc Of Pedestrian & Bic - PCard
02/06/2017	55	U.S. Bank PCards	\$ 336.10	5610-71130-402450	Superior Water Solutions - PCard
02/06/2017	55	U.S. Bank PCards	\$ 179.76	5610-71130-402450	Superior Water Solutions - PCard
02/06/2017	55	U.S. Bank PCards	\$ 257.00	5410-31210-403350	Solid Waste Associa - PCard
02/06/2017	55	U.S. Bank PCards	\$ 636.45	5610-71120-402240	Montana Broom Brush Comp - PCard
02/06/2017	55	U.S. Bank PCards	\$ 7.38	2600-55120-402690	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 44.98	0100-51120-402410	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 52.95	0100-51250-402250	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 17.98	2600-55120-402290	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 85.00	1500-21110-403350	Fbi National Academy Asso - PCard
02/06/2017	55	U.S. Bank PCards	\$ 85.00	1500-21110-403350	Fbi National Academy Asso - PCard
02/06/2017	55	U.S. Bank PCards	\$ 21.99	5120-84000-402410	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 21.99	5020-74000-402410	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 2.69	1500-22260-402360	Kings Ace Hdwe - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 23.37	1500-22260-402450	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 36.66	1500-22260-402320	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 34.99	0100-51210-402320	Kings Ace Hdwe - PCard
02/06/2017	55	U.S. Bank PCards	\$ 34.06	2920-65010-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 41.39	2920-65010-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 62.24	2920-65010-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 66.66	0100-12200-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 116.70	0100-12200-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 100.00	0100-12200-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 53.96	0100-17500-402110	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 5.69	2600-55130-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 79.12	2600-55160-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 205.80	2600-55120-402450	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 50.00	2600-55120-402450	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 44.99	2650-67720-402290	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 6.79	1500-21200-402290	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 112.71	1500-21500-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 41.88	1500-21710-402120	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 53.46	1500-21700-402120	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 194.68	2090-44510-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 28.93	0100-14110-403950	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,452.82	1500-21500-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 237.48	2510-21860-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 415.40	1500-21500-402271	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 67.25	1500-21200-402290	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 199.47	1500-21150-402279	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 36.45	1500-21500-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 26.99	5710-71410-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 109.16	5120-87000-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 52.70	6600-31100-403823	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 23.45	5120-87000-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 429.07	1500-21500-402271	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 118.82	1500-21150-402285	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 137.69	0100-15120-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 34.90	6050-15160-402160	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 59.52	5710-71410-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 38.88	5710-71410-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 8.52	5710-71410-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 19.99	5710-71410-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 221.40	6050-15160-402160	360 Office Solutions Inc - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 34.90	6050-15160-402160	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 139.60	6050-15160-402160	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 18.49	0100-15120-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 186.50	6050-15160-402160	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 30.24	0100-15120-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 129.05	2550-21440-402290	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 48.58	0100-16110-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 58.14	0100-16110-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 135.71	0100-16110-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 119.46	6700-31410-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 66.29	0100-15120-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 18.48	0100-51100-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 23.38	0100-51210-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 103.19	0100-43210-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 27.98	0100-43210-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 233.05	2400-43010-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 418.37	7180-21600-402290	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 2.97	0100-51210-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 2.97	0100-51120-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 11.63	0100-51120-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 11.63	0100-51210-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 43.69	0100-51100-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 13.49	0100-51120-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 75.54	5020-73120-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 95.74	5020-75000-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 63.82	5120-85000-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 107.83	2110-31320-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 191.39	2110-31320-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 27.44	0100-51100-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 122.00	5020-73110-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 81.34	5120-83110-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ (88.71)	5410-31210-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 239.38	5410-31210-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 214.23	6010-15500-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 111.17	5610-71100-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 26.14	0100-17500-402110	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 45.30	0100-17500-402110	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 64.67	5020-73110-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 43.11	5120-83110-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 21.56	5020-73110-402190	360 Office Solutions Inc - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 14.37	5120-83110-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 113.40	5020-73110-402120	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 75.60	5120-83110-402120	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 174.50	6050-15160-402160	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 71.98	0100-15120-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 124.98	1500-21500-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 67.63	0100-17500-402110	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 87.26	0100-51210-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 82.49	0100-51100-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 70.41	0100-51120-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 54.98	0100-51210-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 188.80	5020-73110-403630	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 125.87	5120-83110-403630	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 180.00	2110-31320-402310	Holiday Stnstore 0385 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 254.77	2600-55140-402120	Janway Company - PCard
02/06/2017	55	U.S. Bank PCards	\$ 95.00	1500-21110-403170	Mountainside Auto & Recov - PCard
02/06/2017	55	U.S. Bank PCards	\$ (27.99)	6700-31410-402190	360 Office Solutions - PCard
02/06/2017	55	U.S. Bank PCards	\$ (249.95)	6700-31410-402190	360 Office Solutions - PCard
02/06/2017	55	U.S. Bank PCards	\$ 81.96	5410-31210-402190	360 Office Solutions Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 386.13	5610-71130-403660	Ecolab, Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 92.60	1500-21500-402190	The Gallery Collection - PCard
02/06/2017	55	U.S. Bank PCards	\$ 124.12	1500-21500-402190	The Gallery Collection - PCard
02/06/2017	55	U.S. Bank PCards	\$ 90.14	2110-31320-402310	Holiday Stnstore 0385 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 67.04	2110-31320-402310	Holiday Stnstore 0385 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 34.06	2110-31320-402310	Holiday Stnstore 0385 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 141.15	6500-15660-402450	Ecolab, Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 174.07	6500-15670-403690	Ecolab, Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 146.09	6500-15660-402450	Ecolab, Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 156.16	6500-15660-402450	Ecolab, Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 125.00	5710-71430-402450	Ecolab, Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 125.00	5710-71430-402450	Ecolab, Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 83.84	5610-71170-403660	Ecolab Pest Elimination - PCard
02/06/2017	55	U.S. Bank PCards	\$ 93.15	5610-71170-403660	Ecolab Pest Elimination - PCard
02/06/2017	55	U.S. Bank PCards	\$ 98.33	5610-71190-403660	Ecolab Pest Elimination - PCard
02/06/2017	55	U.S. Bank PCards	\$ 101.77	5610-71190-403660	Ecolab Pest Elimination - PCard
02/06/2017	55	U.S. Bank PCards	\$ 153.72	5610-71120-403660	Ecolab Pest Elimination - PCard
02/06/2017	55	U.S. Bank PCards	\$ 86.77	5610-71170-403660	Ecolab Pest Elimination - PCard
02/06/2017	55	U.S. Bank PCards	\$ 73.88	5710-71430-402260	Alsco Inc. - PCard
02/06/2017	55	U.S. Bank PCards	\$ 441.92	5710-71430-402450	Alsco Inc. - PCard
02/06/2017	55	U.S. Bank PCards	\$ 268.56	5710-71440-402260	Alsco Inc. - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 58.56	5710-71430-403660	AlSCO Inc. - PCard
02/06/2017	55	U.S. Bank PCards	\$ 50.20	5710-71480-402450	AlSCO Inc. - PCard
02/06/2017	55	U.S. Bank PCards	\$ 148.52	5610-71120-403660	Ecolab Pest Elimination - PCard
02/06/2017	55	U.S. Bank PCards	\$ 98.27	2650-67720-402290	Albertsons Sto00000380 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 29.99	2650-67720-402290	Albertsons Sto00000380 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 29.84	1500-21150-402285	Albertsons Sto00000380 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 23.71	1500-21120-402120	Albertsons Sto00000380 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 71.90	2650-67720-402290	Albertsons Sto00000380 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 2.00	6500-15660-402450	Albertsons Sto00000471 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 153.21	0100-51220-402450	The Home Depot #3101 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 12.12	5210-15930-402190	The Home Depot #3101 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 33.03	5210-15930-402190	The Home Depot #3101 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 108.30	1500-21400-402270	The Home Depot #3101 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 95.00	6600-31100-403350	Msu Northern - Tuition - PCard
02/06/2017	55	U.S. Bank PCards	\$ 10.00	8730-51990-403360	Albertsons Sto00000380 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 30.08	0100-51120-402290	The Home Depot #3101 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 4.47	5710-71430-402450	The Home Depot #3101 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 6.47	5710-71480-402450	The Home Depot #3101 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 142.55	2110-31320-402290	The Home Depot #3101 - PCard
02/06/2017	55	U.S. Bank PCards	\$ (22.78)	2090-44510-402190	The Home Depot #3101 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 22.78	2090-44510-402190	The Home Depot #3101 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 118.25	1500-21120-402120	Tarantinos Pizza - PCard
02/06/2017	55	U.S. Bank PCards	\$ 35.05	5120-84000-402360	Monoprice, Inc. - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,000.00	5610-71140-403990	Transportation Security - PCard
02/06/2017	55	U.S. Bank PCards	\$ 290.00	5710-71430-402450	D&R Equipment Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 68.00	0100-51100-403360	Jimmy Johns - 1646 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 189.00	0100-51250-402250	Arc*Services/Training - PCard
02/06/2017	55	U.S. Bank PCards	\$ 79.86	5410-31220-402290	Norco Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 17.84	5410-31220-402290	Norco Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 249.66	5410-31220-402290	Norco Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 59.00	5410-31220-402260	Norco Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 65.33	5610-71150-402290	Norco Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 90.68	5410-31230-402290	Norco Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 36.48	5410-31230-402290	Norco Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 117.36	5020-73120-402410	Norco Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 84.44	5410-31220-402290	Norco Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 121.30	5610-71130-402370	Norco Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 36.48	0100-51120-403660	Norco Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 59.00	5410-31220-402260	Norco Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 135.00	2110-31320-403310	Mt Conf Reg - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 135.00	5710-71410-403590	Mt Conf Reg - PCard
02/06/2017	55	U.S. Bank PCards	\$ 570.00	5610-71120-402450	Qualified Hardware - PCard
02/06/2017	55	U.S. Bank PCards	\$ 99.00	0100-43210-403822	Code 4 Public Safety Edu - PCard
02/06/2017	55	U.S. Bank PCards	\$ 149.75	5710-71420-403510	Aaim Solutions - PCard
02/06/2017	55	U.S. Bank PCards	\$ 32.50	5020-74000-403590	Aaim Solutions - PCard
02/06/2017	55	U.S. Bank PCards	\$ 25.00	5020-74000-402360	Industrial Coating Soluti - PCard
02/06/2017	55	U.S. Bank PCards	\$ 25.00	5120-84000-402360	Industrial Coating Soluti - PCard
02/06/2017	55	U.S. Bank PCards	\$ 295.00	0100-51250-403990	Townsq Media Billings - PCard
02/06/2017	55	U.S. Bank PCards	\$ 543.30	6200-19110-402290	Metro Forms Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 29.90	0100-13130-403360	The Burger Dive - PCard
02/06/2017	55	U.S. Bank PCards	\$ 30.25	0100-13130-403360	The Burger Dive - PCard
02/06/2017	55	U.S. Bank PCards	\$ 2.99	0100-51250-403990	Facebk Pb6W5Bjuu2 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 44.43	0100-51250-403990	Facebk X48K5Bwtf2 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 22.13	0100-51250-403990	Facebk Y3Szfbarf2 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 3.35	0100-51250-403990	Facebk Z3Szfbarf2 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 895.00	1500-21150-403822	Safariland - PCard
02/06/2017	55	U.S. Bank PCards	\$ 30.00	5120-84000-403660	Industrial Coating Soluti - PCard
02/06/2017	55	U.S. Bank PCards	\$ 53.35	2110-31320-402420	American Weldi - PCard
02/06/2017	55	U.S. Bank PCards	\$ 15.57	0100-51250-403990	Facebk 358K5Bwtf2 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 87.99	0100-51100-403360	Facebk 5N6M4Bwjf2 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 2.00	0100-51120-403360	Facebk 7N6M4Bwjf2 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 25.00	0100-51100-403360	Facebk Gz325B6Rv2 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 37.35	2650-67720-402290	Facebk Hxnkkaexa2 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 69.93	2110-31320-402310	Cenex Zip Trip07082688 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 21.50	0100-51120-402290	Cenex Zip Trip07082704 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,402.38	5610-71120-402450	Battery Systems Billings - PCard
02/06/2017	55	U.S. Bank PCards	\$ 39.98	0100-51120-402260	Snappy Duds - PCard
02/06/2017	55	U.S. Bank PCards	\$ 235.32	0100-51120-402260	Snappy Duds - PCard
02/06/2017	55	U.S. Bank PCards	\$ 84.90	7380-12660-402290	Sober Camel - PCard
02/06/2017	55	U.S. Bank PCards	\$ 107.00	2110-31320-402310	Cenex Zip Trip07082696 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 143.00	2110-31320-402310	Cenex Zip Trip07082696 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 60.00	5020-75000-402310	Cenex Zip Trip07082696 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 33.63	2110-31320-402310	Cenex Zip Trip07082670 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 150.00	2110-31320-402310	Cenex Zip Trip07082688 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 87.05	2110-31320-402310	Cenex Zip Trip07082688 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 45.20	2110-31320-402310	Cenex Zip Trip07082696 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 68.13	2110-31320-402310	Cenex Zip Trip07082696 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 69.19	2110-31320-402310	Cenex Zip Trip07082696 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 150.00	2110-31320-402310	Cenex Zip Trip07082696 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 10.06	2110-31320-402310	Cenex Zip Trip07082696 - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 111.11	2110-31320-402310	Cenex Zip Trip07082696 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 62.15	1500-22240-402260	Legend Data Systems - PCard
02/06/2017	55	U.S. Bank PCards	\$ 107.27	5710-71410-403990	Garda CI - PCard
02/06/2017	55	U.S. Bank PCards	\$ 89.12	2110-31320-402310	Cenex Zip Trip07082696 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 150.00	2110-31320-402310	Cenex Zip Trip07082696 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 27.25	2110-31320-402310	Cenex Zip Trip07082696 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 62.83	2110-31320-402310	Cenex Zip Trip07082696 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 301.86	1500-21500-402925	Pcm Tigerdirect - PCard
02/06/2017	55	U.S. Bank PCards	\$ 565.85	1500-21500-402925	Pcm Tigerdirect - PCard
02/06/2017	55	U.S. Bank PCards	\$ 15.00	0100-51210-403665	Plug N Pay Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 297.00	5020-75000-403350	Benjamin Media - PCard
02/06/2017	55	U.S. Bank PCards	\$ 198.00	5120-85000-403350	Benjamin Media - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,789.12	1500-21120-402120	Tactical Medical - PCard
02/06/2017	55	U.S. Bank PCards	\$ 561.26	5610-71130-403653	Paypal *Light Bulbs - PCard
02/06/2017	55	U.S. Bank PCards	\$ 65.00	2400-43010-403350	Paypal *Map - PCard
02/06/2017	55	U.S. Bank PCards	\$ 219.99	6010-15500-402190	Paypal *Officedepot - PCard
02/06/2017	55	U.S. Bank PCards	\$ 50.00	0100-17500-403820	Paypal *Yvc Shrm - PCard
02/06/2017	55	U.S. Bank PCards	\$ 50.00	0100-17500-403820	Paypal *Yvc Shrm - PCard
02/06/2017	55	U.S. Bank PCards	\$ 35.00	6300-17530-403820	Paypal *Yvc Shrm - PCard
02/06/2017	55	U.S. Bank PCards	\$ 137.80	5020-74000-402310	Cityservicevalcon Llc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 223.00	2650-67720-402290	Get Air Billings, Llc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 361.72	6600-31100-402190	Govgroup - PCard
02/06/2017	55	U.S. Bank PCards	\$ 400.00	0100-13130-403350	Paypal *3Cma - PCard
02/06/2017	55	U.S. Bank PCards	\$ 400.00	0100-51140-403350	Paypal *Amtopp - PCard
02/06/2017	55	U.S. Bank PCards	\$ 50.00	1500-21110-403350	Paypal *Iape - PCard
02/06/2017	55	U.S. Bank PCards	\$ 21.06	2110-31320-402310	Conoco - Conomart 10 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 29.37	2110-31320-402310	Conoco - Conomart 10 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 50.96	2110-31320-402310	Conoco - Conomart 10 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 62.48	2110-31320-402310	Conoco - Conomart 10 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 53.85	2110-31320-402310	Conoco - Conomart 10 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 95.70	2110-31320-402310	Conoco - Conomart 10 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 156.89	6010-15500-402190	Hp *Hp Home Store - PCard
02/06/2017	55	U.S. Bank PCards	\$ 207.95	0100-51120-402190	Hp *Hp Home Store - PCard
02/06/2017	55	U.S. Bank PCards	\$ 207.95	0100-51100-402190	Hp *Hp Home Store - PCard
02/06/2017	55	U.S. Bank PCards	\$ 207.96	0100-51210-402190	Hp *Hp Home Store - PCard
02/06/2017	55	U.S. Bank PCards	\$ 349.99	0100-15120-402925	Hp *Hp Home Store - PCard
02/06/2017	55	U.S. Bank PCards	\$ 62.89	2110-31320-402310	Conoco - Conomart 10 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 8.00	1500-21400-403822	Travelocity*7236064915 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 11.95	6500-15650-402310	Conoco - Dons Car Wash 4 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 52.21	5020-75000-402310	Conoco - Poly Conoco Inc - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 34.80	5120-85000-402310	Conoco - Poly Conoco Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 12.99	2110-31320-402310	Conoco - Town Pump Billin - PCard
02/06/2017	55	U.S. Bank PCards	\$ 162.32	2600-55120-402240	Ferguson Ent #3027 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,380.00	2490-21960-403822	Conf Crime Agnst Women - PCard
02/06/2017	55	U.S. Bank PCards	\$ 26.00	2600-55180-403690	Surveymonkey.Com - PCard
02/06/2017	55	U.S. Bank PCards	\$ 26.00	8730-51990-403360	Surveymonkey.Com - PCard
02/06/2017	55	U.S. Bank PCards	\$ 24.38	0100-13130-403360	Walgreens #12155 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 100.00	5610-71120-402450	J W Synthetic Grass - PCard
02/06/2017	55	U.S. Bank PCards	\$ 143.31	1500-21120-402261	Midwayusa Com - PCard
02/06/2017	55	U.S. Bank PCards	\$ 264.70	5410-31230-402320	Escosupply - PCard
02/06/2017	55	U.S. Bank PCards	\$ 220.86	5610-71120-402450	Partwarehouse.Com - PCard
02/06/2017	55	U.S. Bank PCards	\$ 52.55	5610-71130-403650	Edge Construction Supp - PCard
02/06/2017	55	U.S. Bank PCards	\$ 142.95	5610-71190-403660	Northwest Fuel Systems-B - PCard
02/06/2017	55	U.S. Bank PCards	\$ 38.00	5610-71190-403660	Northwest Fuel Systems-B - PCard
02/06/2017	55	U.S. Bank PCards	\$ 90.95	5610-71190-403660	Northwest Fuel Systems-B - PCard
02/06/2017	55	U.S. Bank PCards	\$ 110.00	0100-51120-403350	Sports Turf Managers Asso - PCard
02/06/2017	55	U.S. Bank PCards	\$ 45.00	0100-15120-403823	Wilmington Fra - PCard
02/06/2017	55	U.S. Bank PCards	\$ 134.74	5210-15220-402320	Bobcat Of Big Sky - PCard
02/06/2017	55	U.S. Bank PCards	\$ 117.98	1500-21120-402260	La Police Gear - PCard
02/06/2017	55	U.S. Bank PCards	\$ 624.00	1500-21120-402261	La Police Gear - PCard
02/06/2017	55	U.S. Bank PCards	\$ 203.00	2400-43010-403350	Aashto *Pubs - PCard
02/06/2017	55	U.S. Bank PCards	\$ 25.31	0100-17500-403370	Indeed - PCard
02/06/2017	55	U.S. Bank PCards	\$ 157.95	0100-13130-403820	Internation - PCard
02/06/2017	55	U.S. Bank PCards	\$ 468.00	5610-71120-402450	Jbt Aerotech - PCard
02/06/2017	55	U.S. Bank PCards	\$ 965.16	2190-22500-402280	Light Theatrics Llc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 15.00	0100-51210-403822	Parchment - Univ Docs - PCard
02/06/2017	55	U.S. Bank PCards	\$ 500.00	5710-71440-402450	Soi*Sbs Rochester Hill - PCard
02/06/2017	55	U.S. Bank PCards	\$ 719.95	7090-21910-402120	Officer Survival Solutio - PCard
02/06/2017	55	U.S. Bank PCards	\$ 47.80	2400-43010-402190	Order#457 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 160.05	2090-44510-402520	Order#459 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 72.43	2090-44510-402520	Asse International - PCard
02/06/2017	55	U.S. Bank PCards	\$ 171.62	0100-51250-402250	Fieldtex Products, Inc. - PCard
02/06/2017	55	U.S. Bank PCards	\$ 42.50	1500-21120-402261	Harris Bi Pods - PCard
02/06/2017	55	U.S. Bank PCards	\$ 102.52	5610-71150-402320	General Safety Equipment - PCard
02/06/2017	55	U.S. Bank PCards	\$ 40.00	1500-21500-403210	Cna Insurance Companies - PCard
02/06/2017	55	U.S. Bank PCards	\$ 90.75	5410-31230-403420	American Water & Technolo - PCard
02/06/2017	55	U.S. Bank PCards	\$ 14.00	2600-55160-402290	Dollar Tree - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,046.36	0100-16110-403220	Thomson West*Tcd - PCard
02/06/2017	55	U.S. Bank PCards	\$ 550.02	0100-12120-403390	Thomson West*Tcd - PCard
02/06/2017	55	U.S. Bank PCards	\$ 13.58	2110-31320-402310	Exxonmobil 45960374 - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 500.00	6200-19110-403870	Azteca Systems Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 900.00	6200-19110-403870	Azteca Systems Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 79.20	2510-21860-402190	Dri*Sqliteexpert - PCard
02/06/2017	55	U.S. Bank PCards	\$ 258.88	2550-21440-403822	Expedia7235996277129 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 42.91	2550-21440-403822	Expedia7235996277129 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 200.28	5020-74000-402450	Fedex Freight Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 29.57	2600-55150-402280	Fedex Freight Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 52.99	1500-21500-402925	Www.Newegg.Com - PCard
02/06/2017	55	U.S. Bank PCards	\$ 36.44	2250-22320-402925	Www.Newegg.Com - PCard
02/06/2017	55	U.S. Bank PCards	\$ 26.94	2600-55110-403824	Exxonmobil 45376688 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 22.18	5410-31230-403824	Exxonmobil 45945292 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 31.00	5610-71170-402450	Mt Gov Online Trns - PCard
02/06/2017	55	U.S. Bank PCards	\$ 31.00	5610-71170-402450	Mt Gov Online Trns - PCard
02/06/2017	55	U.S. Bank PCards	\$ 31.00	5610-71170-402450	Mt Gov Online Trns - PCard
02/06/2017	55	U.S. Bank PCards	\$ 155.00	5610-71120-402450	Mt Gov Online Trns - PCard
02/06/2017	55	U.S. Bank PCards	\$ 45.11	0100-51120-403823	Mt Mvd Credit Card - PCard
02/06/2017	55	U.S. Bank PCards	\$ 52.76	0100-51120-403823	Mt Mvd Credit Card - PCard
02/06/2017	55	U.S. Bank PCards	\$ 64.00	5120-85000-403350	Mt Gov Online Trns - PCard
02/06/2017	55	U.S. Bank PCards	\$ 400.00	0100-13140-403220	Mt Gov Online Trns - PCard
02/06/2017	55	U.S. Bank PCards	\$ 125.00	0100-15120-403821	Mt Gov Online Trns - PCard
02/06/2017	55	U.S. Bank PCards	\$ 324.00	5710-71430-402450	Mt Gov Online Trns - PCard
02/06/2017	55	U.S. Bank PCards	\$ 150.00	0100-14110-403950	Mt Gov Online Trns - PCard
02/06/2017	55	U.S. Bank PCards	\$ 5.00	5610-71150-402290	Mt Gov Online Trns - PCard
02/06/2017	55	U.S. Bank PCards	\$ 470.18	5410-31230-408199	Ww Grainger - PCard
02/06/2017	55	U.S. Bank PCards	\$ 102.34	6500-15660-402360	Ww Grainger - PCard
02/06/2017	55	U.S. Bank PCards	\$ 48.80	5020-74000-402450	Ww Grainger - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,431.44	5020-74000-402360	Ww Grainger - PCard
02/06/2017	55	U.S. Bank PCards	\$ 324.00	5410-31230-407635	Mt Gov Online Trns - PCard
02/06/2017	55	U.S. Bank PCards	\$ 96.00	5020-75000-403350	Mt Gov Online Trns - PCard
02/06/2017	55	U.S. Bank PCards	\$ 400.00	6500-15670-403690	Stanley Steemer/Bllngs - PCard
02/06/2017	55	U.S. Bank PCards	\$ 695.00	6500-15660-403660	Stanley Steemer/Bllngs - PCard
02/06/2017	55	U.S. Bank PCards	\$ 75.04	0100-51270-402450	Sherwin Williams 703429 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 537.33	0100-17500-403820	The Seminar Group - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,074.82	0100-16110-403821	The Seminar Group - PCard
02/06/2017	55	U.S. Bank PCards	\$ 1,021.29	1500-21700-402120	National Band & Tag - PCard
02/06/2017	55	U.S. Bank PCards	\$ 102.78	5610-71130-402320	Oreilly Auto 00015511 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 29.97	1500-21710-402120	Oreilly Auto 00015511 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 306.99	1500-22210-402260	Wpsg. Inc 800-852-6088 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 306.98	1500-22230-402260	Wpsg. Inc 800-852-6088 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 595.56	1500-22290-402490	Wpsg. Inc 800-852-6088 - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 233.35	1500-22290-402280	Wpsg. Inc 800-852-6088 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 10.60	5210-15230-402320	Oreilly Auto 00015487 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 49.30	5610-71120-402450	Oreilly Auto 00015495 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 4.49	2110-31320-402320	Oreilly Auto 00015511 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 43.96	0100-51420-402290	Oreilly Auto 00015511 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 81.57	0100-51420-402290	Oreilly Auto 00015511 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 47.92	5610-71150-402320	Oreilly Auto 00015511 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 446.98	6200-19130-402925	Dmi* Dell K-12/Govt - PCard
02/06/2017	55	U.S. Bank PCards	\$ 246.87	5610-71130-403653	Genesis Lamp Corp - PCard
02/06/2017	55	U.S. Bank PCards	\$ 228.50	1500-21200-407910	Lexisnexis Risk Dat - PCard
02/06/2017	55	U.S. Bank PCards	\$ 55.34	1500-21700-403110	The Ups Store 2594 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 27.60	2110-31320-403110	Ups (800) 811-1648 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 19.98	5210-15220-402320	Oreilly Auto 00015487 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 13.99	1500-22240-402280	Office Depot #2135 - PCard
02/06/2017	55	U.S. Bank PCards	\$ (99.98)	6010-15500-402190	Office Depot #450 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 149.97	6010-15500-402190	Office Depot #450 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 16.99	5210-15930-402190	Office Depot #450 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 165.80	5610-71130-402320	Interstate Pwr Sys 7 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 30.61	0100-12130-403911	Good Earth Market - Nc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 60.10	2110-31320-403210	Fedexoffice 00022665 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 17.99	0100-51140-403360	Office Depot #1080 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 34.98	1500-21500-402190	Office Depot #1080 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 229.96	1500-21500-402190	Office Depot #1080 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 299.93	1500-22240-402280	Office Depot #2135 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 133.87	1500-22240-402280	Office Depot #2135 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 57.28	5120-85000-402410	Rdo Equipment Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ (206.08)	5610-71100-408199	Rdo Equipment Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ 206.08	5610-71100-408199	Rdo Equipment Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ 224.00	5410-31230-402320	Rdo Equipment Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ 29.60	5410-31230-402310	Rdo Equipment Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ 148.57	5410-31230-402320	Rdo Equipment Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ 49.84	2110-31320-402320	I-State Truck Center 251 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 129.03	2400-43010-403920	Cafe Courier - PCard
02/06/2017	55	U.S. Bank PCards	\$ 296.72	0100-14110-403325	Allegra - PCard
02/06/2017	55	U.S. Bank PCards	\$ 79.14	5020-74000-402450	Backflow Prevention Su - PCard
02/06/2017	55	U.S. Bank PCards	\$ 356.40	5610-71130-402310	Rdo Equipment Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ 85.93	5020-75000-402410	Rdo Equipment Co - PCard
02/06/2017	55	U.S. Bank PCards	\$ 196.73	5410-31220-402290	Fastenal Company01 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 9.79	5210-15230-402320	Fastenal Company01 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 4.66	5120-84000-402360	Fastenal Company01 - PCard

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02/06/2017	55	U.S. Bank PCards	\$ 80.00	1500-22230-403350	Int'L Code Council Inc - PCard
02/06/2017	55	U.S. Bank PCards	\$ 92.42	1500-21700-402190	Filingsupplies.Com, Inc. - PCard
02/06/2017	55	U.S. Bank PCards	\$ 48.02	0100-13130-403360	Montana Brewing Company - PCard
02/06/2017	55	U.S. Bank PCards	\$ 62.35	5610-71130-403650	Fastenal Company01 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 97.00	2110-31320-402290	Fastenal Company01 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 89.98	5410-31220-402630	Fastenal Company01 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 15.81	5020-75000-402380	Fastenal Company01 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 10.54	5120-85000-402380	Fastenal Company01 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 50.50	2110-31320-402320	Fastenal Company01 - PCard
02/06/2017	55	U.S. Bank PCards	\$ 50.81	2110-31320-402320	Tacoma Screw Products B - PCard
02/06/2017	55	U.S. Bank PCards	\$ 24.58	2110-31320-402320	Tacoma Screw Products B - PCard
02/06/2017	55	U.S. Bank PCards	\$ 11.63	2110-31320-402320	Tacoma Screw Products B - PCard
02/06/2017	55	U.S. Bank PCards	\$ 52.24	5020-74000-402450	Tacoma Screw Products B - PCard
02/06/2017	55	U.S. Bank PCards	\$ 184.00	5020-74000-402220	Agilenttechnologies - PCard
02/06/2017	55	U.S. Bank PCards	\$ 2,465.89	5610-71130-403650	Brenntag Pacific - PCard
02/06/2017	55	U.S. Bank PCards	\$ 80.00	2600-55120-403581	Peopleready - PCard
02/06/2017	55	U.S. Bank PCards	\$ 100.00	2600-55120-403581	Peopleready - PCard
02/06/2017	55	U.S. Bank PCards	\$ 214.95	0100-51120-402410	Tacoma Screw Products B - PCard
02/06/2017	55	U.S. Bank PCards	\$ 19.90	0100-51120-402290	Tacoma Screw Products B - PCard
02/06/2017	55	U.S. Bank PCards	\$ 25.33	2110-31320-402320	Tacoma Screw Products B - PCard
02/06/2017	55	U.S. Bank PCards	\$ 136.88	5410-31220-402290	Tacoma Screw Products B - PCard
02/06/2017	801596	A & E Architects, PC	\$ 2,137.50	5020-72110-403540	WO 17-13 Belknap Extension
02/06/2017	801596	A & E Architects, PC	\$ 1,425.00	5120-82110-403540	WO 17-13 Belknap Extension
02/06/2017	801602	Alpine Plumbing, Heating & Cooling	\$ 6,815.75	5620-71200-409290	Invoice #74230. Emergency repairs related
02/06/2017	801602	Alpine Plumbing, Heating & Cooling	\$ 525.00	5620-71200-409290	Invoice #74224. Emergency repairs related
02/06/2017	801602	Alpine Plumbing, Heating & Cooling	\$ 1,158.00	5620-71200-409290	Invoice #74239. Emergency repairs related
02/06/2017	801609	Big Sky Linen & Uniform	\$ 346.11	5020-73120-402260	Uniforms
02/06/2017	801609	Big Sky Linen & Uniform	\$ 54.21	5020-73140-402260	Uniforms
02/06/2017	801609	Big Sky Linen & Uniform	\$ 868.38	5020-74000-402260	Uniforms
02/06/2017	801609	Big Sky Linen & Uniform	\$ 358.20	5020-75000-402260	Uniforms
02/06/2017	801609	Big Sky Linen & Uniform	\$ 16.68	5120-83140-402260	Uniforms
02/06/2017	801609	Big Sky Linen & Uniform	\$ 357.60	5120-84000-402260	Uniforms
02/06/2017	801609	Big Sky Linen & Uniform	\$ 416.38	5120-84000-402260	Uniforms
02/06/2017	801609	Big Sky Linen & Uniform	\$ 238.80	5120-85000-402260	Uniforms
02/06/2017	801615	Bozeman Police Department	\$ 47.82	2510-21270-403560	Overtime.
02/06/2017	801615	Bozeman Police Department	\$ 4,088.89	2510-21270-403560	Software.
02/06/2017	801615	Bozeman Police Department	\$ 2,857.99	2510-21270-403822	Travel.
02/06/2017	801617	Bright & Beautiful	\$ 5,000.00	5410-31210-407390	Annual Bright and Beautiful contribution
02/06/2017	801617	Bright & Beautiful	\$ 5,000.00	8020-31810-407390	Annual Bright and Beautiful contribution
02/06/2017	801620	Business Tax Section	\$ 231.11	4050-71250-409687	AIP 52 Pond D Storm Water Detention

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02/06/2017	801620	Business Tax Section	\$ 25.68	4050-71250-409689	AIP 52 Pond D Storm Water Detention
02/06/2017	801620	Business Tax Section	\$ 917.16	4070-71280-409397	PFC Pond D Storm Water Detention
02/06/2017	801620	Business Tax Section	\$ 2,122.15	5030-75910-409340	WO 16-07 Interstate 90 Water Main Crossing
02/06/2017	801620	Business Tax Section	\$ 148.00	1500-22260-402450	BUSINESS TAX: PADDOCK HEATING
02/06/2017	801622	CDW Government Inc	\$ 3,204.50	5120-84000-402360	Ethernet 4000 series switch
02/06/2017	801623	Central Sheet Metal	\$ 3,509.25	5020-73140-402450	Down blask exhaust ventilator
02/06/2017	801623	Central Sheet Metal	\$ 1,169.75	5120-83140-402450	Down blask exhaust ventilator
02/06/2017	801626	Chicago Title of Montana LLC	\$ 15,000.00	2850-65810-407277	FTHB Gina Roullier 817 Joyce Circle 59105
02/06/2017	801627	Cop Construction Co	\$ 22,879.69	4050-71250-409687	AIP 52 Pond D Storm Water Detention
02/06/2017	801627	Cop Construction Co	\$ 2,542.19	4050-71250-409689	AIP 52 Pond D Storm Water Detention
02/06/2017	801627	Cop Construction Co	\$ 90,798.84	4070-71280-409397	PFC - Pond D Storm Water Detention
02/06/2017	801631	Crowley Fleck Pplp	\$ 5,224.00	0100-16110-403560	Advice on MPERA and 125 Plan
02/06/2017	801633	DC Frost Associates Inc	\$ 3,485.48	5120-84000-402450	Lamps
02/06/2017	801648	Flathead County Sheriff's Office	\$ 119.99	2510-21270-403560	Supplies.
02/06/2017	801648	Flathead County Sheriff's Office	\$ 20,523.07	2520-21490-407860	Wages and benefits for Van Gundy JR.
02/06/2017	801648	Flathead County Sheriff's Office	\$ 589.00	2520-21490-402690	Computer equipment.
02/06/2017	801648	Flathead County Sheriff's Office	\$ 1,309.16	2510-21270-403560	2015 ICAC Grant Reimbursement. Qtr End
02/06/2017	801660	HDR, Inc.	\$ 10,726.94	5030-74910-409390	WO 16-98 2016 Integrated Water Plan (IWP)
02/06/2017	801665	Iaff	\$ 4,640.90	9000-00000-209920	Payroll Summary
02/06/2017	801668	Inland Truck Parts Co	\$ 7,481.84	5610-71130-402320	Emergency repairs to A-21 Dumptruck
02/06/2017	801671	Kaminsky, Sullenberger & Associates Inc	\$ 8,655.00	1500-21400-403822	35 students for Field Training Officer Seminar
02/06/2017	801674	Kinkaid Civil Construction LLC	\$ 210,092.38	5030-75910-409340	WO 16-07 Interstate 90 Water Main Crossing
02/06/2017	801675	Knife River (JTL Group Inc.)	\$ 2,500.00	2110-31320-403660	snow dumping fee
02/06/2017	801675	Knife River (JTL Group Inc.)	\$ 7,248.05	2110-31320-404520	sand salt material
02/06/2017	801675	Knife River (JTL Group Inc.)	\$ 7,980.13	2110-31320-404520	sand salt material
02/06/2017	801675	Knife River (JTL Group Inc.)	\$ 8,570.93	2110-31320-404520	winter sand/salt material
02/06/2017	801676	Kruse & Co LLC	\$ 2,620.00	5020-75000-403680	1934 Bench Blvd missed locate
02/06/2017	801677	L N Curtis & Sons	\$ 400.00	1500-22290-402640	5280GM SHELBY MEDIUM GLOVE
02/06/2017	801677	L N Curtis & Sons	\$ 2,880.00	1500-22290-402640	5280GL SHELBY LARGE & XL FIRE GLOVE
02/06/2017	801677	L N Curtis & Sons	\$ 400.00	1500-22290-402640	5280GJ SHELBY JUMBO FIRE GLOVE
02/06/2017	801677	L N Curtis & Sons	\$ 144.00	1500-22290-402640	EST. SHIPPING
02/06/2017	801677	L N Curtis & Sons	\$ 372.00	1500-22260-402320	75262
02/06/2017	801677	L N Curtis & Sons	\$ 116.12	1500-22260-402320	75262
02/06/2017	801677	L N Curtis & Sons	\$ 1,485.00	1500-22260-402320	76367
02/06/2017	801690	Missoula Police Dept	\$ 25,337.89	2520-21490-407860	Peterson Fringe and Wage
02/06/2017	801693	Montana CSED	\$ 3,875.49	9000-00000-209926	Payroll Summary
02/06/2017	801695	Montana Dakota Utilities CNG	\$ 8,575.53	6010-00000-141000	021317 PO NUM 302331
02/06/2017	801696	Montana Department Of Environmental Quality	\$ 29,530.70	5410-31230-407635	Landfill quarterly license fee
02/06/2017	801701	Montana State Fireman's Assoc	\$ 3,776.49	9000-00000-209924	Payroll Summary
02/06/2017	801702	Morrison Maierle Inc	\$ 4,894.00	4050-71250-409687	AIP-50 Extend East Taxi Lane 400' - CA- Federal

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02/06/2017	801702	Morrison Maierle Inc	\$ 543.79	4050-71250-409689	AIP-50 Extend East Taxi Lane 400' - CA - Local
02/06/2017	801702	Morrison Maierle Inc	\$ 3,067.73	4050-71250-409687	48" Micro Tunnel Under RW 10L/28R CA - Federal
02/06/2017	801702	Morrison Maierle Inc	\$ 340.86	4050-71250-409689	48" Micro Tunnel Under RW 10L/28R CA - Local
02/06/2017	801702	Morrison Maierle Inc	\$ 5,295.69	4050-71250-409687	AIP-50 Pond D Storm Water System - Design
02/06/2017	801702	Morrison Maierle Inc	\$ 588.41	4050-71250-409689	AIP-50 Pond D Storm Water System
02/06/2017	801702	Morrison Maierle Inc	\$ 14,385.55	4050-71250-409687	AIP 52 Pond D Storm Water System -
02/06/2017	801702	Morrison Maierle Inc	\$ 1,598.39	4050-71250-409689	AIP 52 Pond D Storm Water System
02/06/2017	801706	MPPA Montana Police Protective Association	\$ 2,633.76	9000-00000-209923	Payroll Summary
02/06/2017	801710	Net Transcripts Inc	\$ 2,853.66	1500-21500-403210	Invoice 0011441-IN, Case transcription
02/06/2017	801714	NorthWestern Energy	\$ 467.19	1500-22210-403410	0100477-9: FIRE 6 (HEIGHTS) STATION
02/06/2017	801714	NorthWestern Energy	\$ 6,238.40	2600-55120-403410	Electric usage
02/06/2017	801714	NorthWestern Energy	\$ 1,672.53	5120-85000-403410	2750 Bitterroot Dr
02/06/2017	801714	NorthWestern Energy	\$ 578.65	1500-22210-403410	0712537-0
02/06/2017	801714	NorthWestern Energy	\$ 174.01	0100-51410-403410	0712539-6
02/06/2017	801714	NorthWestern Energy	\$ 101.52	0100-51220-403410	0712683-2
02/06/2017	801714	NorthWestern Energy	\$ 24.73	5710-71480-403410	0712764-0
02/06/2017	801714	NorthWestern Energy	\$ 447.82	1500-22210-403410	0720840-8
02/06/2017	801714	NorthWestern Energy	\$ 288.80	5020-74000-403410	0722252-4
02/06/2017	801714	NorthWestern Energy	\$ 896.49	5210-15950-403410	3279035-4
02/06/2017	801714	NorthWestern Energy	\$ 163.50	5020-74000-403410	0723043-6
02/06/2017	801714	NorthWestern Energy	\$ 6.40	0100-51120-403410	0831702-6
02/06/2017	801714	NorthWestern Energy	\$ 7.29	0100-51120-403410	0920801-8
02/06/2017	801714	NorthWestern Energy	\$ 1,942.16	5210-15910-403410	1569636-2
02/06/2017	801714	NorthWestern Energy	\$ 24.52	0100-51410-403410	1635289-0
02/06/2017	801714	NorthWestern Energy	\$ 76.61	0100-51120-403410	3020837-5
02/06/2017	801717	Paddock Heating & Cooling	\$ 14,652.00	1500-22260-402450	DESIGN, BUILD, INSTALL NEW VEHICLE
02/06/2017	801724	Public Utilities	\$ 91.73	0100-51120-403420	137793
02/06/2017	801724	Public Utilities	\$ 9.67	8720-51980-403420	136098
02/06/2017	801724	Public Utilities	\$ 6,459.66	5610-71100-403420	136516
02/06/2017	801724	Public Utilities	\$ 318.48	6500-15660-403420	158260
02/06/2017	801724	Public Utilities	\$ 9.67	5120-85000-403420	180645
02/06/2017	801725	Qwest	\$ 49.01	1500-22250-403450	Qwest 406-655-0728 Fire Maintenance Shop
02/06/2017	801725	Qwest	\$ 36.47	0100-51120-403450	Qwest 406-657-3014 Parks 3890 Stillwater
02/06/2017	801725	Qwest	\$ 2,693.09	6060-19310-403450	Qwest 406-657-8377 Main System Centrex
02/06/2017	801725	Qwest	\$ 114.60	6060-19310-403450	Qwest 406-657-3009 PUD Measured Lines
02/06/2017	801725	Qwest	\$ 36.49	5210-15920-403450	Qwest 406-657-3054 Park 1 Elevator Phone
02/06/2017	801725	Qwest	\$ 98.02	5610-71120-403450	Qwest 406-252-9412 Airport 5610-71120-403450
02/06/2017	801725	Qwest	\$ 50.40	5710-71410-403450	Qwest 406-254-7038 MET Transit
02/06/2017	801725	Qwest	\$ 7,306.63	2250-22320-403450	west 406-255-9700 E911 2250-22320-403450

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02/06/2017	801725	Qwest	\$ 0.25	2250-22320-403450	Qwest 406-255-9702 E911 Backup Line 4 Call
02/06/2017	801725	Qwest	\$ 78.13	6060-19310-403450	Qwest 406-252-3774 BOC Measured Lines
02/06/2017	801726	RDO Equipment Co.	\$ 3,559.99	5410-31230-405333	Rental Loader for the Landfill
02/06/2017	801726	RDO Equipment Co.	\$ 33.08	5020-75000-402320	P16044
02/06/2017	801726	RDO Equipment Co.	\$ 5,808.52	2110-31320-402320	W16485
02/06/2017	801726	RDO Equipment Co.	\$ 3,452.10	5020-75000-402320	W16523
02/06/2017	801730	Rimrock Tire Inc	\$ (370.26)	1500-22260-402320	1-XX415
02/06/2017	801730	Rimrock Tire Inc	\$ (17.76)	1500-22310-402320	1-XX415
02/06/2017	801730	Rimrock Tire Inc	\$ (238.90)	2110-31320-402320	1-XX415
02/06/2017	801730	Rimrock Tire Inc	\$ (14.16)	2200-22330-402320	1-XX415
02/06/2017	801730	Rimrock Tire Inc	\$ (126.64)	5410-31220-402320	1-XX415
02/06/2017	801730	Rimrock Tire Inc	\$ 1,478.60	1500-22260-402320	5-GS102328
02/06/2017	801730	Rimrock Tire Inc	\$ 1,362.50	1500-22260-402320	5-GS102329
02/06/2017	801730	Rimrock Tire Inc	\$ 2,204.80	1500-21120-402320	5-GS102379
02/06/2017	801730	Rimrock Tire Inc	\$ 114.80	1500-22260-402320	5-102317
02/06/2017	801730	Rimrock Tire Inc	\$ 1,120.00	2110-31320-402320	5-102337
02/06/2017	801730	Rimrock Tire Inc	\$ 76.23	2110-31320-402320	5-102348
02/06/2017	801730	Rimrock Tire Inc	\$ 152.46	2110-31320-402320	5-102349
02/06/2017	801730	Rimrock Tire Inc	\$ 30.82	2110-31320-402320	5-102417
02/06/2017	801730	Rimrock Tire Inc	\$ 814.95	2110-31320-402320	5-102484
02/06/2017	801730	Rimrock Tire Inc	\$ 45.00	2110-31320-402320	5-102511
02/06/2017	801730	Rimrock Tire Inc	\$ 47.95	1500-22260-402320	5-102523
02/06/2017	801740	Sunset Excavation	\$ 4,500.00	5050-75150-403671	738 Tepee Trail
02/06/2017	801741	The Appraisal Group Ltd	\$ 2,750.00	8450-31860-409310	WO 16-09 Grand Ave (48th St W to 58th St W)
02/06/2017	801743	Town & Country Supply Association	\$ 7,127.68	6010-00000-141000	242656 PO NUM 302332
02/06/2017	801743	Town & Country Supply Association	\$ 14,262.78	6010-00000-141000	242933 PO NUM 302333
02/06/2017	801743	Town & Country Supply Association	\$ 370.47	1500-22260-402310	242982: FIRE5 DIESEL / BLENDED DELIVERED
02/06/2017	801743	Town & Country Supply Association	\$ 555.71	1500-22260-402310	242983: FIRE 3 BLENDED DIESEL DELIVERED
02/06/2017	801743	Town & Country Supply Association	\$ 1,296.65	1500-22260-402320	242984: FIRE 2 BLENDED DIESEL DELIVERED
02/06/2017	801743	Town & Country Supply Association	\$ 370.47	1500-22260-402310	242985: FIRE 6 BLENDED DIESEL DELIVERED
02/06/2017	801743	Town & Country Supply Association	\$ 798.44	1500-22260-402310	242781: FIRE1 UNLEADED DELIVERED 1/31/2017
02/06/2017	801743	Town & Country Supply Association	\$ 286.62	1500-22260-402310	242781: FIRE 1 - BLENDED DIESEL #2 DYED
02/06/2017	801743	Town & Country Supply Association	\$ 342.47	1500-22260-402310	242781: FIRE 1 - BLENDED DIESEL #1 DYED
02/06/2017	801745	Twin Eagle Consulting LLC	\$ 3,648.51	5020-74000-402360	Radio upgrades kits for SCADA link
02/06/2017	801754	Yellowstone County Sheriffs Office	\$ 692.51	2550-21440-401220	Overtime Korb.
02/06/2017	801754	Yellowstone County Sheriffs Office	\$ 197.36	2550-21440-401220	Overtime Moffet.
02/06/2017	801754	Yellowstone County Sheriffs Office	\$ 1,270.23	2550-21440-401220	Overtime Benjamin.
02/06/2017	801754	Yellowstone County Sheriffs Office	\$ 11,290.50	2550-21440-407910	Reimbursement of PE/PI expenses.

**Regular City Council Meeting**

**Meeting Date:** 02/27/2017

**TITLE:** Amend Park Development Council Revised Agreement

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

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

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**PROBLEM/ISSUE STATEMENT**

At the February 16, 2016 Work Session, City Council directed staff to work with the Amend Park Development Council (APDC) to revise the Amend Park Agreement. The revised Agreement requires APDC to submit an annual budget to the City Council for approval, setting forth the anticipated expenditures, special event fees, user fees and charges for the operation of Amend Park. The term of the revised Agreement will be for one calendar year commencing upon the date of its execution (Anniversary Date) by the parties. This new Agreement will renew automatically for a like term, for each year up to five years, upon the Anniversary Date unless terminated by one of the parties. The Parks, Recreation and Cemetery Board reviewed the revised agreement at their January, 2017 meeting.

**ALTERNATIVES ANALYZED**

City Council may:

- Authorize the Mayor to execute the proposed agreement (Recommended)
- Request specific changes in the agreement.
- Determine alternative means of managing Amend Park.

**FINANCIAL IMPACT**

There will not be an additional fiscal impact to the City. APDC will pay for all additional turf care that is needed for athletic fields that is over and above what is standard for parks.

**RECOMMENDATION**

Staff recommends that the City Council approve the Amend Park Development Revised Agreement and authorize the Mayor to sign it on behalf of the City.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

- Current Amend Park Agreement
  - 2016 Amend Park Statement of Activities
  - 2016 Amend Park Statement of Net Assets
  - Revised Amend Park Agreement
  - Amend Park Development Council 2017 Budget
-

**USE AGREEMENT FOR AMEND PARK**

THIS USE AGREEMENT, made and entered into this 24 day of June, 2002, by and between the following:

THE CITY OF BILLINGS, a Montana Municipal Corporation, Billings, Montana, hereinafter designated as City,

and

THE BILLINGS AMEND PARK DEVELOPMENT COUNCIL, a non-profit corporation, hereinafter designated as the APDC;

WITNESSETH;

**WHEREAS**, the City owns a certain premises known as Amend Park, portions of which are suitable for playing soccer games; and other activities and events compatible with wide-open space;

**WHEREAS**, the APDC was established in approximately 1992 with its mission to promote, develop, and maintain Amend Park which will complement community and neighborhood needs for multi-use park facilities through the open space concept of park development with a focus on soccer;

**WHEREAS**, the conception, construction, and some maintenance of Amend Park has been funded almost entirely through private donations, the majority of which have come from the soccer community of players, parents, and supporters;

**WHEREAS**, the APDC cooperates with and is supported by the Billings Parks and Recreation Department of the City of Billings, the School District #2 Activities Office, the Yellowstone Soccer Association, the Magic City Soccer Association, and the Billings Soccer Association collectively sponsor youth and adult recreational and competitive soccer programs for more than 3,000 players annually;

**WHEREAS**, from its beginning, Amend Park has served as the "home" of soccer in Yellowstone County, including the site for YSA's spring and fall seasons of recreational play, BSA's site for adult recreational play, the site for Magic City Soccer Club's competitive youth soccer play, and the location for practice and competition of both JV and varsity men's and women's teams from all four high schools in Billings;

**WHEREAS**, the City believes that it is in the best interests of the community to continue to support APDC's efforts to secure funding to develop Amend Park and desire to manage and maintain Amend Park, as provided herein, consistent with the Park's historical development and use as a multi-use soccer complex.

**FINAL**

**NOW THEREFORE**, the Parties agree as follows:

1. **SCOPE:** This agreement shall relate to the scheduling, maintenance, and development of a portion of Amend Park as further identified herein and hereafter referred to as the Premises. Amend Park, including that portion identified as the Premises, shall at all times remain a public park available for public use consistent with this agreement and City policies and regulations. All development and operation of the Park will comply with all applicable provisions of the Land and Water Conservation Funds as set forth in **Exhibit "A"** attached hereto and incorporated by this reference and City regulations, including any future amendments thereto.
2. **TERM:** The term of this Agreement shall be for one calendar year commencing upon the date of its execution (Anniversary Date) by the parties. This Agreement shall renew automatically for a like term upon the Anniversary Date unless terminated by one of the parties as specified herein.
3. **PREMISES:** The Premises covered by this Agreement shall include the Amend Park Soccer Complex as shown in **Exhibit "B"** attached hereto and incorporated herein by this reference. The Premises is a portion of Amend Park, which is located north of King Avenue East between South Billings Boulevard and the Streeter Brothers Subdivision, approximately, in Billings, Montana.
4. **TERMINATION:** Either party may terminate this agreement by providing the other notice of their intent to terminate at least ninety (90) days in advance of the Anniversary Date. Said notice shall be in writing and delivered to the other party in accordance with the notice provision hereof. Upon termination, APDC shall have a duty to leave the Premises in a condition similar to that of the Premises upon the execution of this agreement; improvements installed in accordance herewith, ordinary and reasonable wear and tear, damage by the elements, and damages for which the City has been compensated excepted.
5. **APDC'S RIGHTS & DUTIES:** In addition to the other provisions of this agreement, the APDC shall have the following rights and duties:
  - 5.1. **Schedule:** During the term of this agreement, the APDC shall have the exclusive right to schedule the soccer fields and pavilion located on the Premises utilizing the Use and Operations Committee process described herein, and to exclude all use inconsistent with scheduled uses.
  - 5.2. **Maintenance Responsibilities:** The APDC will at a minimum:
    - 5.2.1. Maintain the pavilion buildings, soccer goals and Park signage; provide playing field layout and marking;
    - 5.2.2. Provide for playing field turf maintenance and cultural practices including the fertilization of the playing fields on the Premises and the application of turf grass weed control and turf maintenance cultural treatments thereon as

necessary to maintain a health turf; and make repairs incidental to the playing of soccer;

- 5.2.3. Provide for the mowing of the soccer playing fields, not otherwise provided for herein, as needed to maintain an acceptable playing height during scheduled soccer use;
- 5.2.4. Clean up the premises, to include playing fields, parking lots, and surrounding areas contiguous to the playing fields on a regular basis and deposit all litter into appropriate litter collection receptacles provide by the City;
- 5.2.5. Clean the pavilion restrooms as often as needed to provide clean, sanitary restrooms for public use as weather permits during usual Park operation hours.

**Provided, however, that:**

- 5.2.6. The APDC may contract with the City or a private contractor to perform any of their maintenance responsibilities or such additional maintenance activities that they should elect to undertake.
  - 5.2.7. The APDC shall utilize professional maintenance personnel with appropriate skills and equipment to perform necessary field maintenance work. Volunteers may be used to perform functions that do not require specialized equipment, knowledge, or skill.
- 5.3. **Utilities:** The APDC shall be responsible for all utility costs associated with the Premises with the exception of water service and electrical service related to irrigation of Amend Park.
  - 5.4. **Restroom Facilities:** Until permanent facilities are available or when permanent facilities are inoperable, the APDC shall be responsible for the furnishing and placement of adequate portable toilet units in the park for the period of this agreement. APDC shall not be responsible for placement of portable toilet units during periods in which no organized activities or events are scheduled. Restrooms will be available to the general public as weather permits during usual Park operation hours.
  - 5.5. **Fees and Charges:** The APDC may establish and charge:
    - 5.5.1. A special event fee for all approved special uses including sport camps and schools, special sporting events, and other special events;
    - 5.5.2. A fee for each individual and/or each organization for each approved Use Permit applied for based on registration records for the most recent program period of that organization. Any such fee shall be equitably applied, charged, and collected from all users, groups, organizations, or entities, public or private;
    - 5.5.3. Reasonable fees for furnishing toilets, providing field layout, line painting, goals, nets, maintenance and repair and related services and supplies for the organizations using the fields or, in the alternative, require the organization using the field to supply such at the cost of the organization;
    - 5.5.4. The forgoing notwithstanding, events scheduled by the City shall not be subject to any fee established by the APDC in accordance with this agreement.
  - 5.6. **Improvements:** The APDC shall have the right to improve the Premises in accordance with the Amend Park master plan as currently adopted or amended.

- 5.6.1. Improvements not contained in the Amend Park master plan must either be added to the master plan through a plan amendment process or separately authorized by the City Council;
  - 5.6.2. In all cases, the APDC agrees to notify the City of new development proposals sufficiently in advance to allow a reasonable time period for the City to perform an administrative review and approval of the preliminary development plans and for the City to coordinate said proposal with City planned development and maintenance activities. The Oversight Committee shall perform this function;
  - 5.6.3. The APDC must also secure all applicable permits and authorizations applicable under City, state, and federal law;
  - 5.6.4. All improvements made to the Premises in accordance herewith will become the property of the City upon completion.
- 5.7. **Concessions:** The APDC shall be responsible for operation of any and all concessions in the Premises during all scheduled uses and events. Concessions shall include all food and beverage items as well as any other products or goods to be sold or served on the Premises. The APDC shall have the right to:
- 5.7.1. Assign its right to operate any and all concessions to other groups, organizations or entities;
  - 5.7.2. Enter into long term agreements, up to ten (10) years, with vendors for concessions;
  - 5.7.3. Contract in whole or in part any concession services on the Premises or to operate concessions through its own employees or members;
- Provided, however, that:**
- 5.7.4. Contracts or agreements entered into by APDC for concessions are awarded through a Request For Proposal (RFP) process that:
    - 5.7.4.1. Includes an advertised notice soliciting RFP's from interested vendors appearing at least one full week in the local paper with the highest circulation and at least once in an appropriate trade publication;
    - 5.7.4.2. Is designed to solicit responses from multiple potential vendors;
    - 5.7.4.3. Includes the review of submissions by the Oversight Committee;
    - 5.7.4.4. Is free from specifications, qualifications, or requirements that bias the process toward a specific vendor.
  - 5.7.5. All agreements and contracts are first reviewed and approved as to form by the City Attorney;
  - 5.7.6. All concessions shall meet all applicable City Health, Fire, and Building Codes, including any signage associated therewith;
  - 5.7.7. All concessions comply with all existing and/or future policies adopted by the City relating to the operation of concessions.
- 5.8. **Naming:** The APDC shall have the authority to establish naming and memorial contribution opportunities and to name and designate field spaces, buildings and other structures and amenities on the Premises in recognition of charitable contributions. Provided, however, that:

- 5.8.1. The APDC shall not name any feature after a corporation, organization, or product detrimental to the health and welfare of children including, but not limited to, alcohol or tobacco products or producers, gaming organizations, or purveyors of pornography;
  - 5.8.2. The APDC shall be responsible for recognizing and maintaining those names and designations during the operation of this agreement;
  - 5.8.3. The APDC shall utilize the gift schedule attached as Exhibit C.
- 5.9. **Reports:** The APDC shall submit an annual report and financial statement to the City on or about March 15, 2003 and subsequent years throughout this Agreement and any renewals thereof, and shall submit a proposed operating budget showing anticipated revenues and expenditures for review by the City Council by April 1, 2003 and subsequent years throughout this Agreement and any renewals thereof.
6. **CITY'S RIGHTS & DUTIES:** In addition to the other provisions of this agreement and those provided by law, the City shall have the following rights and duties:
- 6.1. **Maintenance Responsibilities:** The City will:
    - 6.1.1. Irrigate the playing fields and adjacent park areas as necessary to maintain healthy turf;
    - 6.1.2. Mow all grasses and weed areas in the Park fields during the growing season as needed consistent with historical maintenance practices;
    - 6.1.3. Control weed growth on fences, along curb lines and walkways;
    - 6.1.4. Maintain all City sewer lines, City water lines, and all underground electrical lines, electrical services, and asphalt entrances and adjacent streets.
    - 6.1.5. Empty the dumpsters serving the complex as needed;
    - 6.1.6. Turn on water lines and plumbing in the spring as early as weather permits and drain and disconnect the same in the fall as appropriate to protect plumbing systems from damage that may be caused by freezing.
  - 6.2. **Temporary Restroom Facilities:** The City shall be responsible for the furnishing and placement of adequate portable toilet units in the park during the period of any league play, event or activity organized by the City, until such time as the permanent restrooms have been constructed and made operational.
  - 6.3. **Utilities:** The City shall be responsible for water service costs and electrical service costs associated with the irrigation of Amend Park.
  - 6.4. **Cost Reimbursement:** Any expenses incurred by the APDC as a result of an event scheduled by the City shall be reimbursed to the APDC as approved by the Operations Committee.
  - 6.5. **Concessions:** The City shall honor all contracts or agreements entered into by the APDC in relation to concessions in existence at the time notice of termination is provided in accordance herewith. The City is under no obligation to honor any changes to such agreements after the notice of termination.
  - 6.6. **Right Of Entry/Inspection:** Nothing herein shall interfere with the City's right to enter the Premises in order to inspect it for APDC's compliance with this agreement,

- perform maintenance activities, or other purposes consistent with the operation of a public park and fulfilling its obligations hereunder.
- 6.7. **Naming:** At the conclusion of this agreement, the City shall be responsible for recognizing and maintaining the names and designations of physical features in Amend Park made by the APDC in accordance with this agreement, including those made by the APDC in advance of this agreement as identified by Exhibit D, for as long as the named or designated features remain in the Park. Provided that the City Council will review and approve all names and designations made subsequent to the execution of this agreement.
- 6.7.1. City staff shall be responsible for preparing all naming and designation proposals for City Council review;
- 6.7.2. The City Council review shall be completed within 60 days of the receipt of a request for approval by APDC or the request shall be deemed approved; and
- 6.7.3. The only appropriate basis for the City Council to disapprove of a requested park feature naming or designation shall be that it violates Section 5.8.1 hereof.
7. **OVERSIGHT COMMITTEE:** A facility Oversight Committee shall coordinate the further development of the Amend Park soccer complex. Said Committee shall consist of two (2) members of the APDC Board of Directors, two (2) representatives of the City, who shall be named by the City Administrator, and one (1) member of the Park, Recreation, and Cemetery Board, who shall be named by that Board. Meetings shall be no less often than once each year. This Committee shall approve and coordinate all proposed development, capital improvement, and/or maintenance projects.
8. **OPERATIONS COMMITTEE:** The APDC shall, upon execution of this agreement, form an Operations Committee.
- 8.1. **Composition:** This Committee shall initially consist of one individual designated by each of the following groups or entities:
- 8.1.1. APDC;
- 8.1.2. Magic City Soccer Club;
- 8.1.3. Yellowstone Soccer Association;
- 8.1.4. Billings Soccer Association;
- 8.1.5. School District 2 Soccer representative;
- 8.1.6. Billings Central High School Soccer representative;
- 8.1.7. The City of Billings Parks and Recreation Department.
- The APDC can add individuals designated by other entities or groups that emerge as significant users of the Premises to the Committee as necessary and appropriate.
- 8.2. **Duties:** This Committee shall have the following duties:
- 8.2.1. Implement the Amend Park Use Priority Policy attached hereto as **Exhibit "E"** in scheduling park activities, leagues and events;

- 8.2.2. Periodically review the Amend Park Use Priority Policy and update such as necessary to implement the overall mission of Amend Park while insuring continued priority of historical park uses;
    - 8.2.3. Develop, adopt and implement a Use Request Review process for approval or rejection of Use Requests consistent with the requirements set forth in this Agreement;
    - 8.2.4. Develop, adopt, implement and periodically review APDC policy regarding assessment of fees established by the APDC in accordance with this Agreement;
    - 8.2.5. Plan, coordinate, organize and layout fields to accommodate approved Premises uses;
    - 8.2.6. Advise the APDC regarding desired improvements and changes to Premises maintenance in accordance with this Agreement.
  - 8.3. This Committee may if necessary organize itself in such sub-committees as are necessary for the efficient conduct of business. This Committee shall report annually to the APDC.
9. **USE REQUESTS:** All requests for use by any person or organization shall be submitted to the Operations Committee in writing for approval at least fourteen (14) days prior to the proposed event. Approval or disapproval of all proposed uses shall be the responsibility of the Operations Committee.
10. **PROCEEDS.** The parties agree that the Net Proceeds (defined as gross proceeds less expenses and less amounts returned to sponsoring organizations for fund raising, such amounts to be negotiated between APDC and the organization and ordinarily not to exceed 12% of gross proceeds) from the APDC's operation shall be applied according to the following priorities:
- 10.1. First, to APDC's administrative expenses of operation (not to exceed 20% of net proceeds);
  - 10.2. Second, to APDC's costs to fulfill its maintenance responsibilities under 5.2;
  - 10.3. Third, to the City's costs to fulfill its maintenance responsibilities under 6.1;
  - 10.4. Fourth, to cover the costs of any additional services or maintenance the APDC may request that the City provide;
  - 10.5. Finally, any remainder shall be provided to the City for future operation and maintenance costs of Amend Park. Funds provided to the City under this paragraph will be separately accounted for and tracked to ensure that they are expended in accordance herewith.
11. **PUBLIC INPUT:** The APDC agrees to hold, at least on an annual basis, a public meeting to inform the public of the status of Amend Park and to obtain public input regarding Park use, operation and maintenance. This meeting shall be held within close proximity of Amend Park.
12. **NOTICE:** The APDC shall at all times maintain a mailing address, phone number, and designated agent accessible to the public and the City for resolution of issues relating to

- this agreement and to receive notices associated therewith. The APDC shall notice the City with any changes in contact information prior to the effective date of that change.
13. **ASSIGNMENT:** This AGREEMENT is not assignable by the APDC in whole or in part without the prior written approval of the City Administrator for the City of Billings.
  14. **NON-DISCRIMINATION:** The undersigned, either as an individual or on behalf of a group or organization, hereby agrees that this facility shall not be used in any manner that would discriminate against any person or persons on the basis of sex, marital status, age, physical or mental handicap, race, creed, religion, color, or national origin.
  15. **BREACH:** Should this Agreement be violated, a notice thereof in writing shall be issued; and if said breach is not corrected within thirty (30) days of said notice, or such other reasonable period of time as the parties may agree; then this Agreement may be terminated at the option of the Party wronged through a written notice of such provided at the end of the cure period. In the event of a dispute regarding any asserted breach, the parties agree to meet in a timely fashion to attempt resolution of the asserted breach. If the parties are not able to resolve said breach or reach agreement regarding such, the parties agree to mediate the dispute prior to initiating any proceeding to terminate this Agreement based upon the alleged breach. Each party will be responsible for the payment of one-half of the mediator's costs. This paragraph shall not prevent the issuance of any other remedy at law or in equity.
  16. **ATTORNEY'S FEES AND COSTS:** In the event it becomes necessary for either Party to this Agreement to retain an attorney to enforce any of the terms or conditions of the Agreement, then the prevailing Party shall be entitled to a reasonable attorney's fee and costs, including in-house counsel.
  17. **INDEMNIFICATION/INSURANCE:** The APDC shall indemnify and hold harmless the City against all claims, damages, losses and expenses arising out of or resulting from their negligent acts or omissions or those of any sub contractor, agent, or anyone directly or indirectly volunteering for or employed by them.
    - 17.1. The APDC shall also require that all organizations that they schedule to use the Premises shall indemnify the APDC and the CITY and hold them harmless from, and against all claims, damages, losses and expenses arising out of or resulting from their negligent acts or omissions or those of any sub-contractor, agent, or anyone directly or indirectly volunteering for or employed by them;
    - 17.2. The APDC shall require that each organization using the Premises carry minimum liability insurance in the amount of seven hundred and fifty thousand and no/100 Dollars (\$750,000) for each accident or one million five hundred thousand and no/100 Dollars (\$ 1,500,000) aggregate (MCA Section 2-9-108(1) (1997)). Each organization shall provide APDC a Certificate of Insurance made out to the APDC and the City of Billings, and naming APDC and the City of Billings as additional parties insured. APDC shall routinely provide a copy of said certificates to the City.

18. **AMENDMENTS AND MODIFICATION:** The parties shall also have the right to mutually renegotiate the terms and conditions herein on an annual basis upon either party's request. The Parties hereby agree that any amendments or modifications to this Agreement or any provisions herein shall be made in writing and executed in the same manner as the original document and shall, after execution, become a part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 24 day of June, 2002.

CITY: CITY OF BILLINGS, a Montana Municipal Corporation

By: Charles F. Tooley  
Charles F. Tooley, Mayor

ATTEST:

By: Marita Herold  
City Clerk

APDC: THE BILLINGS AMEND PARK DEVELOPMENT COUNCIL, A Montana Corporation

By: Angie Gustaf  
President APDC


~~APPROVED AS TO FORM AND CONTENT:~~

~~\_\_\_\_\_~~  
Magic City Soccer Club

~~\_\_\_\_\_~~  
Yellowstone Soccer Association

~~\_\_\_\_\_~~  
School District No. 2

~~\_\_\_\_\_~~  
Billings Soccer Association



NEWS LINKS SEARCH CONTACTS FAQ PUBLIC NOTICE

Land & Water Conservation Fund

**PROGRAM REQUIREMENTS**

**IMPORTANT! REVIEW THESE REQUIREMENTS BEFORE PROCEEDING WITH YOUR APPLICATION.**

When local sponsors sign an agreement accepting LWCF program funds, they assume responsibility of complying with several program requirements. These requirements are in several areas. The first is the grant agreement itself. The agreement is in fact a contract. Program requirements are legally identified in the general provisions included in the grant agreement.

Program requirements may also be contained in the existing state and federal laws that govern the program. The following is a brief discussion of the program requirements, which are contained in these state and federal laws with which the local sponsor must comply.

**1. CONTRACTS AND BIDDING.** Local sponsors receiving grants through the LWCF program must comply with applicable state and federal requirements regarding contracts and bidding.

**2. MAINTENANCE.** All areas acquired or developed with LWCF must receive adequate maintenance to ensure continuing public use in a safe and sanitary manner.

**3. OPERATION AND USE.** All areas acquired or developed with LWCF funds must be open to all people during reasonable hours of operation. Hours of operation should be determined according to the type of area or facility being operated and in relation to the needs of the year.

**4. FEES.** Reasonable user fees may be charged by the sponsor to offset operation and maintenance costs. A different fee may be charged to residents or non-residents as long as the non-resident fee does not preclude use by non-residents.

**5. CONVERSION OF PROPERTY.** Any lands acquired or developed with LWCF funds cannot be converted to any other use without the permission of Montana Fish Wildlife & Parks (FWP) and the National Parks Service (NPS). Any sale, lease, or easement of any portion or all of the property assisted with these funds cannot be given until FWP has approved the proposed transaction.

**6. OVERHEAD POWERLINES.** All electrical or communication lines must be installed underground. Existing lines must be buried, removed or relocated as necessary. All lines must be underground. The sponsor may be required to provide cost data to evaluate the disposition of proposed or existing electrical or communication lines.

**7. RETENTION OF RECORDS.** All documents used to substantiate your financial claims through the program must be retained for 3 years from the time of the project completion. This could include invoices, cancelled checks, contracts and bid specifications.

**8. ACCESSIBILITY--COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA).** It is necessary for all projects to comply with ADA as well as other civil rights regulations. This act requires that all aspects of each project be accessible (and usable by) disabled citizens. The intent is to enable disabled citizens to participate in outdoor recreation activities in a way that parallels as closely as possible participation by able-bodied citizens.

**Passport**  
Your ticket to adventure in Big Sky Country!  
Learn More

disabled citizens.

9. **FINANCIAL REIMBURSEMENT.** All payments and contracts must be processed through the local (unit of government) financial system.

10. **NATURAL AND CULTURAL RESOURCES.** All projects must satisfy the National Environmental Policy Act (NEPA) and the Montana Environmental Policy Act (MEPA). Sponsors must complete a MEPA-NEPA Environmental Analysis checklist. All projects with potential impacts to the environment (stream sedimentation, noxious weeds, wildlife displacement, etc.). In addition, projects are obliged to comply with historic preservation requirements--the State Historic Preservation Officer must review all LWCF projects.

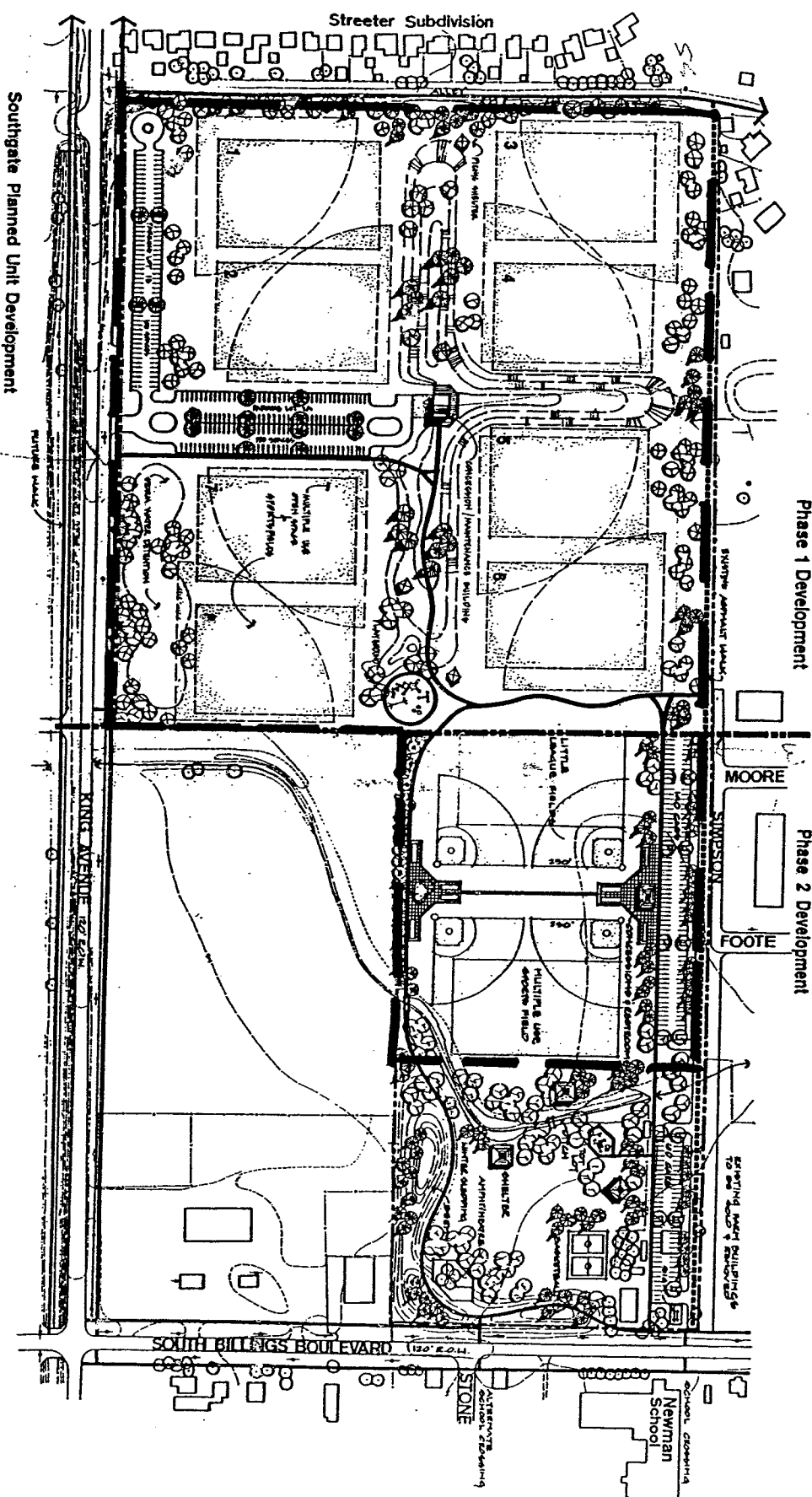
11. **PROJECT START UP.** No project construction may begin or any land acquisition agreement has been executed between FWP and the local sponsor.

12. **INSPECTIONS.** The purpose of inspections is to monitor the compliance with requirements, which rests with the sponsor. The sponsor, after completing a questionnaire, will perform inspections. FWP and NPS reserve the right to conduct inspections. You will be contacted in person or by letter if a problem is noted.

**Please feel free to call the Helena Headquarters of Montana State Parks for any questions or concerns at (406) 444-3750.**

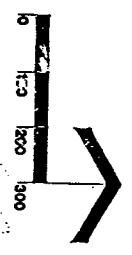
# REVISIONS COVERED

EXHIBIT "B"



# Master Plan AMMEND PARK

Prepared for:  
THE CITY OF BILLINGS  
Prepared by:  
FISCHER AND ASSOCIATES  
Landscape Architecture • Land Planning



## EXHIBIT C

### Amend Park

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#### "Naming Opportunities and Giving Levels"

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##### Major Gifts – 'Naming'

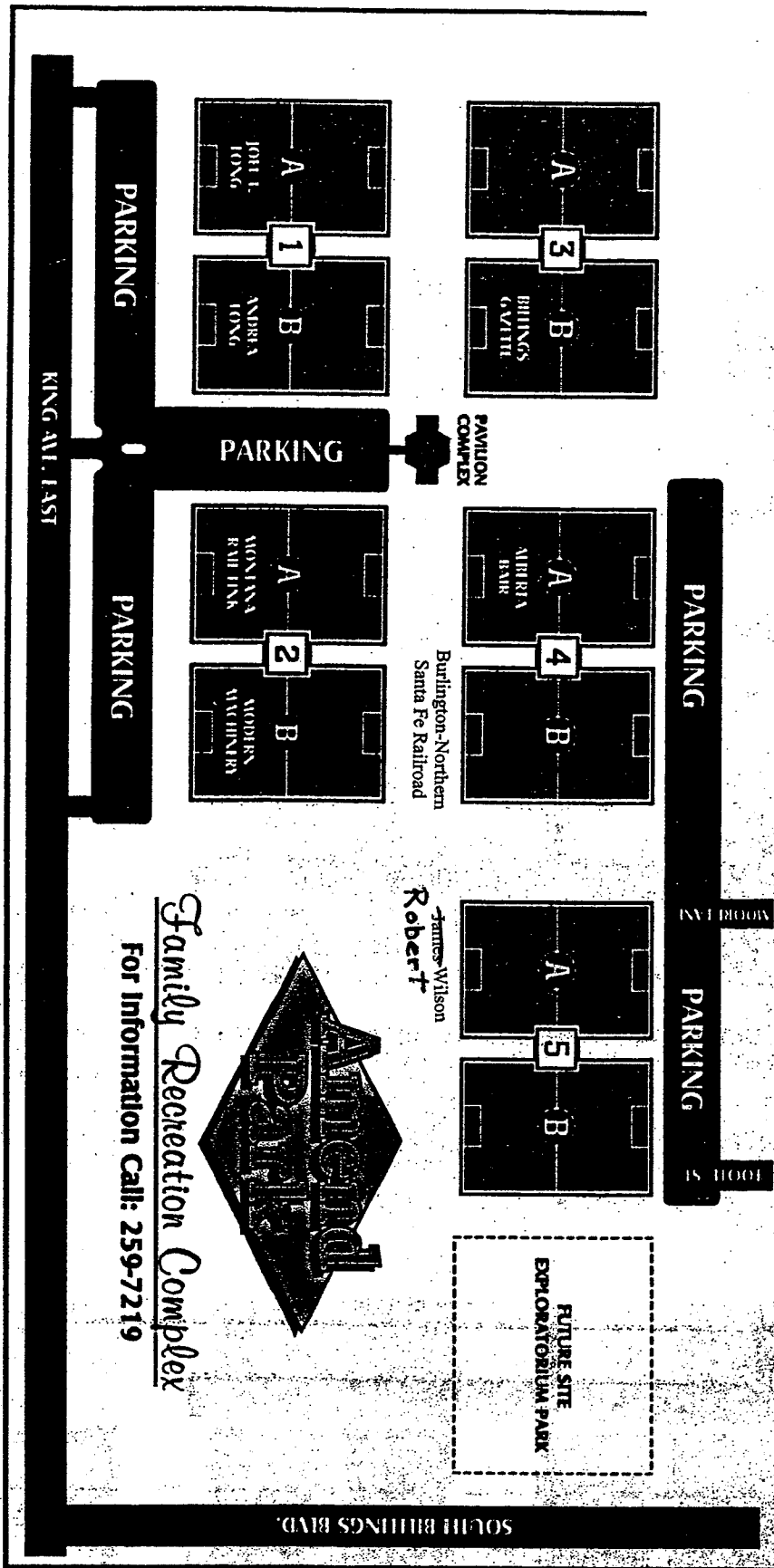
Pavilion (3-building complex with covered plaza)	\$300,000
Northeast Parking Lot	\$120,000
Soccer Fields (qty 10) – (5 already named)	\$ 75,000
Northeast Restrooms & Storage Building (qty 1)	\$ 75,000
Pavilion Conference Center	\$ 50,000
Concession Center	\$ 50,000
Restroom Facilities	\$ 50,000
Picnic Shelters (qty 8) – (1 named)	\$ 25,000
Flag Poles (qty 4)	
National Flag (named)	\$ 10,000
State Flag	\$ 10,000
Amend Park Flag	\$ 10,000
Event/Team Flag	\$ 10,000

##### Minor Gifts

Picnic Tables (qty 20)	\$ 200 each
Trees (qty 200)	\$ 250 each

##### Amend Park Giving Levels/Recognition (Wall of Honor)

Amend Park 'Founder'	\$75,000 and above
Amend Park 'Developer'	\$25,000 to \$74,999
Amend Park 'Stakeholder'	\$10,000 to \$24,999
Amend Park 'Patron'	\$ 7,500 to \$ 9,999
Amend Park 'Advocate'	\$ 5,000 to \$ 7,499
Amend Park 'Supporter'	\$ 2,500 to \$ 4,999
Amend Park 'Friend'	\$ 1,000 to \$ 2,499



*Family Recreation Complex*

For Information Call: 259-7219



33 5/12/04



**SIGN PRODUCTS Co.**

1425 MONAD, BILLINGS, MT 69104  
Phone: (406) 232-6348 Fax: (406) 232-6064

CLIENT

DATE

DESIGN #

SCALE

SALES

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**EXHIBIT "E"**  
**AMEND PARK USE PRIORITY POLICY**

It is the desire of the Amend Park Development Council (APDC) to promote multiple uses of Amend Park. However, the APDC recognizes that it will likely not be possible to accommodate all proposed park uses. As such, the APDC sets forth the following use priorities that shall be serve as a guideline in determining whether to approve a park use request.

1. Soccer games, leagues and tournaments shall be given the highest priority of sport activities and events. Additionally, if a group or organization made application for use and was granted such use for the same season the preceding year, that group shall be given priority use to schedule a similar league and/or tournament.
2. In general, based on past use of the Park, throughout the seasons the APDC shall through its scheduling committee provide priority to soccer organizations listed below without significance to order of listing unless otherwise specifically stated:
  - a. **Spring:** Magic City Soccer and Yellowstone Soccer Association (YSA) will have priority use of the Park. APDC recognizes that for a short period in the spring the Billings Rugby Association needs a field for games and perhaps a few fields to host their annual April Fools tournament. Efforts will be made to accommodate their needs by requesting assistance in field scheduling from the other priority users;
  - b. **Summer.** Magic City Soccer shall have first priority through its tournament , The Magic City Classic (historically held in late June or early July). Billings Soccer Association shall have second priority. It is also anticipated that the Park will be available for hosting of the annual Big Sky State Games in July;
  - c. **Fall.** School District No.2, Central High School and YSA shall have first priority. Magic City Soccer shall have second priority;
  - d. **Winter.** Prior to the beginning of the Magic City season, the Billings Rugby Club shall have first priority.
3. With the exception of School District No. 2 in the fall, the use priorities shall apply to league and tournament games only and not to practice. The scheduling committee shall have the right to limit or exclude any groups or organizations from using the park for practice.
4. The scheduling committee reserves the right to schedule special events that shall take priority over the normal priorities set forth above. APDC through its scheduling committee shall notify the various groups and organizations of the special event and the unavailability of the park during that event.

Amend Park Development Council  
Statement of Activities  
January through December 2016

Jan - Dec 16

<b>Income</b>	
Park User Fees	103,767.07
Concession Revenues	57,047.62
Contributions - Unrestricted	-218.25
Interest Income	1.04
Miscellaneous Income	50.00
<b>Total Income</b>	<b>160,647.48</b>
<b>Expense</b>	
Interest Expense	1,558.00
Reconciliation Discrepancies	-335.05
Field Expenses	
Layout	2,840.48
Portable Toilets	6,554.49
Paint	10,477.65
Contract Labor	33,212.50
Turf Management	42,639.30
Field Expenses - Other	729.54
<b>Total Field Expenses</b>	<b>96,453.96</b>
Shipping	834.50
Concessions	284.98
Concessions - Food	23,050.86
Payroll - Wages	16,616.99
Payroll Expenses	1,121.75
Management Fees	1,000.00
Accounting & Legal Fees	2,340.00
Bank Service Charges	215.30
Fuel & Gas Expense	103.29
Insurance - Liability	2,817.50
Insurance - Workers Comp	30.07
Meals & Entertainment	28.80
Miscellaneous	289.33
Office Expense	685.04
Other	384.80
Postage Expense	47.00
Rent	300.00
Repairs	
Goals	35.00
Equipment Repairs	607.68
Field Maintenance	
Paint	15.98
<b>Total Field Maintenance</b>	<b>15.98</b>
Repairs - Other	35.00
<b>Total Repairs</b>	<b>693.66</b>
Supplies	838.45
Telephone	991.55
Utilities	
Gas & Electric	372.53
Pest Control	515.40
Utilities - Other	100.30
<b>Total Utilities</b>	<b>988.23</b>
<b>Total Expense</b>	<b>151,339.01</b>
<b>Net Income</b>	<b><u>9,308.47</u></b>

Amend Park Development Council  
 Statement of Net Assets  
 As of January 3, 2017

Jan 3, 17

<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Ckg - AMEND PARK DEVELOPMENT CO	
Temporarily Restricted Funds	-250.00
Ckg - AMEND PARK DEVELOPMENT CO - Other	17,445.70
<b>Total Ckg - AMEND PARK DEVELOPMENT CO</b>	17,195.70
Svg - AMEND PARK DEVELOPMENT CO	1,100.74
<b>Total Checking/Savings</b>	18,296.44
<b>Accounts Receivable</b>	
Accounts Receivable	-15,092.73
Contributions Receivable - LT	13,933.00
<b>Total Accounts Receivable</b>	-1,159.73
<b>Other Current Assets</b>	
DA Davidson - Endowment	-14.04
<b>Total Other Current Assets</b>	-14.04
<b>Total Current Assets</b>	17,122.67
<b>TOTAL ASSETS</b>	<b>17,122.67</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
Accounts Payable	-3,405.50
<b>Total Accounts Payable</b>	-3,405.50
<b>Other Current Liabilities</b>	
Payroll Liabilities	1,235.80
<b>Total Other Current Liabilities</b>	1,235.80
<b>Total Current Liabilities</b>	-2,169.70
<b>Long Term Liabilities</b>	
Note Payable	
Note Payable - School District	5,206.00
Note Payable - YSA	5,206.00
Note Payable - Magic City Socce	4,338.00
<b>Total Note Payable</b>	14,750.00
<b>Total Long Term Liabilities</b>	14,750.00
<b>Total Liabilities</b>	12,580.30
<b>Equity</b>	
<b>NET ASSETS</b>	
Net Assets - Unrestricted	204,209.69
Net Assets - Perm Restricted	22,500.00
<b>Total NET ASSETS</b>	226,709.69
Retained Earnings	-222,167.32
<b>Total Equity</b>	4,542.37
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>17,122.67</b>

## **USE AGREEMENT FOR AMEND PARK**

**THIS USE AGREEMENT**, made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the following:

**THE CITY OF BILLINGS**, a Montana Municipal Corporation, Billings, Montana, hereinafter designated as the City,

and

**AMEND PARK DEVELOPMENT COUNCIL**, a nonprofit corporation, hereinafter designated as the APDC;

**WITNESSETH;**

**WHEREAS**, the City owns the premises known as Amend Park (50+ acres) that has been developed as a multi-use sports and special events complex; and

**WHEREAS**, the APDC was established in approximately 1992 with its mission to promote and maintain Amend Park, to raise funds to develop Amend Park to complement the neighborhood, and fill a community need for a multi-use sports and special events complex through the open space concept of park development with a focus on soccer;

**WHEREAS**, the City has spent over \$1,560,000 on mowing, irrigation and trash removal at Amend Park since 1992;

**WHEREAS**, in 2016, the City spent \$30,000 on replacing three roofs and the remediation of black mold in a park restroom at Amend Park;

**WHEREAS**, the conception, construction, and maintenance of Amend Park has been funded by public funds provided by the City of Billings, user fees, and private donations, majority of which have come from the soccer community of players, parents, and supporters;

**WHEREAS**, the APDC cooperates with and is supported by the Billings Parks and Recreation Department of the City of Billings, the School District 2, the Yellowstone Soccer Association, the Magic City Soccer Association, and Edge Soccer Academy, which collectively sponsor youth and adult recreational and competitive soccer programs, for more than 5,000 players annually;

**WHEREAS**, Amend Park is a “multi-use” park that serves as the “home” for Youth, High School, Adult Soccer and Youth and High School Lacrosse.

**NOW THEREFORE**, the Parties agree as follows:

1. **SCOPE:** This Agreement shall relate to the scheduling, maintenance, and development of Amend Park. Amend Park shall, at all times remain a public park available for public use consistent with this agreement and the City policies and regulations. All development and operation of Amend Park will comply with all applicable provisions of the Land and Water Conservation Funds, as set forth in Exhibit "A", attached hereto and incorporated by this reference and the City regulations, including any future amendments thereto.
2. **AGREEMENT MONITORING AND BUDGET FOR AMEND PARK OPERATIONS:** The management and operation of Amend Park will be subject to an annual review by the City Staff. Such review will include financial statements, event and user fees and charges, maintenance performance, park usage and activities, capital improvements, facilities maintenance, and future programs. Such review will be completed by the first monthly meeting of the Billings Parks, Recreation and Cemetery Board's January meeting.
3. APDC shall submit an annual budget to the City Council for approval, setting forth the anticipated expenditures, event and user fees and charges for the operation of Amend Park. The City Council shall review and consider approving the proposed budget on or before the last regularly scheduled meeting in January of each year.
4. **TERM:** The term of this Agreement shall be for one calendar year commencing upon the date of its execution (Anniversary Date) by the parties. This Agreement shall renew automatically for a like term, for each year up to five years, upon the Anniversary Date unless terminated by one of the parties as specified herein.
5. **PREMISES:** Amend Park covered by this Agreement shall include the Amend Park Soccer Complex, as shown in **Exhibit "B"**, attached hereto and incorporated herein by this reference. Amend Park is located north of King Avenue East between South Billings Boulevard and the Streeter Brothers Subdivision, approximately, in Billings, Montana.
6. **TERMINATION:** Either party may terminate this agreement by providing the other notice of their intent to terminate at least ninety (90) days in advance of the Anniversary Date. Said notice shall be in writing and delivered to the other party in accordance with the notice provision hereof. Upon termination, APDC shall have a duty to leave the Premises in a condition similar to that of the Premises upon the execution of this agreement.
7. **APDC'S RIGHTS & DUTIES:** In addition to the other provisions of this agreement, the APDC shall have the following rights and duties:
  - 7.1. **Schedule:** During the term of this agreement, the APDC shall have the exclusive right to schedule the fields and pavilion located on Amend Park utilizing the use process described herein. (See Appendix 'C')

7.2. **Maintenance Responsibilities:** APDC will, at minimum, ensure the following:

7.2.1. **Maintain Amend Park restrooms, pavilion building, parking lots, Amend Park** signage; provide playing field layout and marking:

7.2.2. Provide for the playing field turf maintenance and horticultural practices including fertilization and aerification of the playing fields on the Amend Park Premises, and the application of turf grass weed control and turf maintenance treatments thereon as necessary to maintain healthy turf; and make repairs incidental to wear and tear on the playing fields. The Sports Turf Managers Guide to International Soccer Pitch Maintenance (See Attachment C) shall be used as a guide in determining proper field turf maintenance and horticultural practices;

7.2.3. Provide for the mowing of the soccer playing fields, not otherwise provided herein, as needed to maintain an acceptable playing height during scheduled soccer use. The Sports Turf Managers Guide to International Soccer Pitch Maintenance shall be used as a guide in determining proper mowing height. (See Attachment C);

7.2.4. Provide regular cleanup of the premises following scheduled uses, to include picking up litter on playing fields and surrounding areas contiguous to the playing fields, and depositing all litter into appropriate garbage receptacles provided by the City. If litter is not picked up prior to the weekly mowing, or in a timely manner after scheduled activities, the City has the authority to pick up the litter and charge APDC;

7.2.5. APDC may contract with the City to perform any of its non-turf maintenance responsibilities described above and any additional non-turf maintenance that it should elect to undertake.

7.2.6. APDC shall contract with the City to perform all turf related responsibilities described above.

7.2.6.1. The City and Amend Park will create a Spring/Summer and Fall/Winter turf maintenance memorandum of understanding detailing mowing, fertilization, irrigation, aeration, seeding, sprigging, and sodding, pest management, plant growth regulators and goal mouth repairs and renovation detailed in STMA's Guide to International Soccer Pitch Maintenance (See Exhibit "C") and associated costs.

7.2.7. APDC may employ a facilities manager/director/or administrator whose responsibility, among others, will be to facilitate and coordinate APDC's duties under this agreement.

7.2.8. **Utilities:** APDC shall be responsible for all utility costs associated with the

Amend Park Premises with the exception of water and electrical service related to the irrigation of Amend Park.

- 7.2.9. **Restroom Facilities:** When permanent restroom facilities are unavailable APDC shall provide for placement of adequate portable toilet units in Amend Park, except when no organized activities or events are scheduled. APDC shall clean the pavilion restrooms as often as needed to provide clean-and sanitary restrooms for public use during usual Amend Park operation hour. If the restrooms are not kept clean and sanitary, the City has the authority to clean the restrooms and charge APDC;
- 7.2.10. **Fees and Charges:** APDC may establish and charge fees and expenses, including but not limited to:
- 7.2.10.1. An event fee for all approved and scheduled uses, including sport camps and schools, and other sporting, cultural, recreational events, and special events;
  - 7.2.10.2. A fee for each individual, and/or organization, for each approved Use Permit applied for based on the current schedule of uses approved by APDC. Any such fee shall be equitably applied, charged and collected from all users, groups, organizations, or entities, public or private;
  - 7.2.10.3. As provided in section 6.1, events scheduled by the City shall not be subject to any fee established by APDC, except for the costs directly attributable to that event, including the costs of stocking restrooms and providing portable toilets, field layout, paint, striping and damage associated with any event.
  - 7.2.10.4. **Improvements:** APDC shall have the right to improve the Amend Park Premises in accordance with the Amend Park Master Plan, as currently adopted, or amended.
  - 7.2.10.5. Improvements not contained in the Amend Park Master Plan must either be added to the Amend Park Master Plan through the Parks and Recreation Department's Park Master Plan policy;
  - 7.2.10.6. In all cases, APDC and the City mutually agree to notify each other of any proposed new development sufficiently in advance to allow a reasonable time for each to review and approve preliminary plans or proposals;
  - 7.2.10.7. Any project greater than \$25,000 will be awarded and managed by the City. For all other projects APDC must secure all applicable permits and authorizations under municipal, state, and federal law for any improvement under its control;

- 7.2.10.8. All improvements made to the Amend Park Premises in accordance herewith will become property of the City upon completion.
- 7.2.10.9. **Concessions:** APDC shall have the right and responsibility for operation of any, and all, concessions associated with the Amend Park Premises during APDC scheduled uses and events. The City will receive all revenue from the City sponsored events for which they provide their own concessions. Concessions shall include all food and beverage items, as well as any other products or goods to be sold or served on the Amend Park Premises. APDC shall have the right to;
- 7.2.10.9.1. Assign its right to operate any and all concessions to other groups, organizations, or entities;
- 7.2.10.9.2. Contract in whole or in part any concession services associated with the Amend Park Premises or to operate through its own employees or members or users;

Provided, however, that:

- 7.2.10.9.3. All concessions shall meet all applicable City Health, Fire, and Building Codes, including signage; shall comply with all existing, and/or future, policies adopted by the City relating to the operations of concessions, and placement of vendors, be off irrigated fields.
- 7.2.11. **Naming:** During the term of agreement APDC shall submit naming and memorial contribution opportunity requests, and recommendations, to the City to name and designate field spaces, buildings, other structures, and amenities on the Amend Park Premises for review under the PRPL park naming policy.
- 7.2.11.1. **Advertising Sales:** Amend Park has the exclusive right to sell advertising rights, space and opportunities, within the facility and retain all revenue from such sales, including, but not limited to, signage, banners, scoreboard advertising, displays, announcements, program advertisements and product placements. Amend Park will coordinate with the City of Billings Parks, Recreation & Public Lands for placement of advertising on irrigated fields.
8. **CITY'S RIGHTS & DUTIES:** In addition to the other provisions of this Agreement and those provided by law, the City shall have the following rights and duties:
- 8.1. **Maintenance Responsibilities:** The City will:
- 8.1.1. Provide for the timely and regular irrigation of the Amend Park and its playing fields, including trees, shrubs, and other plantings;

- 8.1.2. Mow all grass and weed areas in Amend Park during the growing season, including all playing surfaces that is consistent with standard park practices.
- 8.1.3. Control weed growth on fences, along curb lines, and walkways;
- 8.1.4. Maintain all the City sewer lines, water lines, and underground or overhead electrical lines, electrical services, curbs, gutters, and walkways;
- 8.1.5. Empty all dumpsters serving the Amend Park complex as needed;
- 8.1.6. Turn on all water lines and plumbing at the earliest appropriate time, in the spring, drain and disconnect the same in the fall.
- 8.1.7. **Utilities:** The City shall be responsible for water service and electrical service related to irrigation of Amend Park.
- 8.1.8. **Restroom Facilities:** The City shall be responsible for restoring operation of permanent restroom facilities in the spring and winterizing them in the fall. The City Park shall be responsible for daily opening and closing of permanent restrooms seasonally with other City Park Operations.
- 8.1.9. **Cost Reimbursement:** Any expenses incurred by APDC attributable to an event scheduled by the City shall be reimbursed to APDC.

- 9. **Right of Entry and Inspection:** Nothing herein shall interfere with the City's right to enter and inspect the premises for any purpose consistent with this agreement or with the City's operation and maintenance of public park facilities. The City Department of Parks Recreation and Public Lands and APDC will jointly conduct a semi-annual (Spring and Fall) inspection of Amend Park.
- 10. **USE REQUESTS:** All requests for use by the City and any person or organization shall be submitted to APDC in writing for approval at least fourteen (14) days prior to the proposed event unless a shorter period is approved by APDC. Approval or disapproval of all proposed uses shall be the responsibility of APDC and communicated to the event requestor, within seven (7) days of receiving the event request, unless a shorter period is approved by the requestor and APDC. Amend Park will post all approved events to its website within 24 hours of approval and will also notify the City Department of Parks, Recreation and Public Lands via a method agreed to by both parties. (See Exhibit "D")
- 11. **PROCEEDS:** The parties agree that the proceeds (defined as gross proceeds from all user fees, concession revenue, and any other payments, donations, grants, or contributions related to Amend Park or activities conducted at Amend Park) from the operation of Amend Park, shall be applied according to the following priorities:

- 11.1. To APDC's administrative costs and expenses;
- 11.2. To fulfill APDC's maintenance responsibilities, under 7.2;
- 11.3. To the City's costs to fulfill its maintenance responsibilities under 8.1;
- 11.4. Finally, any remainder shall be provided to the City for future operation and maintenance costs of Amend Park. Funds provided to the City under this paragraph, will be separately accounted for, and tracked, to ensure that they are expended in accordance herewith.

12. **NOTICE:** The APDC shall at all times maintain a mailing address, phone number, and designated agent accessible to the public and the City for resolution of issues relating to this agreement and to receive notices associated therewith. The APDC shall notice the City with any changes in contact information prior to the effective date of that change.

13. **ASSIGNMENT:** This Agreement is not assignable by the APDC in whole or in part without the prior written approval of the City Council.

14. **NON-DISCRIMINATION:** The undersigned, either as an individual or on behalf of a group or organization, hereby agrees that this facility shall not be used in any manner that would discriminate against any person or persons on the basis of sex, marital status, age, physical or mental handicap, race, creed, religion, color, or national origin.

15. **BREACH:** Should this Agreement be violated, a notice thereof in writing shall be issued; and if said breach is not corrected within thirty (30) days of said notice, or such other reasonable period of time as the parties may agree; then this Agreement may be terminated at the option of the party wronged through a written notice of such provided at the end of the cure period. In the event of a dispute regarding any asserted breach, the parties agree to meet in a timely fashion to attempt resolution of the asserted breach. If the parties are not able to resolve said breach, or reach agreement, regarding such, the parties agree to mediate the dispute prior to initiating any proceeding to terminate this Agreement based upon the alleged breach. Each party will be responsible for the payment of one-half of the mediator's costs. If mediation fails to resolve the dispute, then either party may pursue termination and all other available remedies including but not limited to litigation in court.

16. **ATTORNEYS FEES AND COSTS:** In the event, it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms on conditions of the Agreement, then the prevailing party shall be entitled to a reasonable attorney's fee and costs, including in-house counsel.

## **17. INDEMNIFICATION/INSURANCE:**

- 17.1. The APDC shall require that all organizations, or vendors, providing concessions to Amend Park Premises shall indemnify, defend and hold the APDC and the City

harmless from, and against all claims, liabilities, damages; losses and expenses arising out of or resulting from such organization's or vendors providing concession negligent acts, or omissions or those of any sub-contractor, agent, or anyone directly or indirectly volunteering for or employed by them.

17.2. The APDC shall provide proof of liability insurance for all of its own programs and events in the minimum amount of \$1,500,000 each occurrence naming the City as an additional, non-contributory insured. The APDC shall also require that each additional organization or vendor providing concessions using the Amend Park Premises carry minimum liability insurance in the amount of one million five hundred thousand and no/100 Dollars (\$ 1,500,000) each occurrence (MCA Section 2-9-108(1)) Each organization shall provide APDC a Certificate of Insurance naming APDC and the City of Billings as additional insured parties. APDC shall routinely provide a copy of said certificates to the City for each event.

18. **AMENDMENTS AND MODIFICATION:** The parties shall also have the right to mutually renegotiate the terms and conditions herein on an annual basis upon either party's request. The parties hereby agree that any amendments, or modifications, to this Agreement, or any provisions herein shall be made in writing and executed in the same manner as the original document and shall, after execution, become a part of this Agreement.

IN WITNESS, WHEREOF, the Parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY: CITY OF BILLINGS, a Montana Municipal Corporation

By: Thomas W. Hanel, Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

APDC: THE BILLINGS AMEND PARK DEVELOPMENT COUNCIL, A Montana Corporation

By: Michael Mayott  
President, Amend Park Development Council

Land & Water Conservation Fund (LWCF) Local  
Community Grants

EXHIBIT "A"

**Please review these requirements before proceeding with your application.**

When local sponsors sign an agreement accepting LWCF program funds, they assume the responsibility of complying with a number of program requirements. These requirements are found in several areas. The first is the grant agreement itself. The agreement is in fact a contract, and program requirements are legally identified in the general provisions included in the body of the agreement.

Program requirements may also be contained in the existing state and federal laws that authorize the program. The following is a brief discussion of the program requirements, which originate in these state and federal laws, with which the local sponsor must comply. Please also consult the Fact Sheet available online at [Recreation Grants, Land & Water Conservation Fund](#).

1. Contracts and Bidding-Local sponsors receiving grants through the federal LWCF program must comply with applicable state and federal requirements regarding contracts and bidding.
2. Maintenance-All areas acquired or developed with LWCF must receive adequate maintenance to ensure continuing public use in a safe and sanitary manner.
3. Operation and Use-All areas acquired or developed with LWCF funds must be open to all people during reasonable hours of operation. Hours of operation should be determined according to the type of area or facility being operated and in relation to the seasons of the year.
4. Fees-Reasonable user fees may be charged by the sponsor to offset operation and maintenance costs. Sponsors may charge a higher fee to non-residents as long as the higher fee is realistic, and does not preclude use by non-residents.
5. Conversion of Property-Lands acquired or developed with LWCF funds must be kept open to the public for outdoor recreation and maintained in perpetuity. In rare instances, a portion of an LWCF site may be converted to another use with permission of Montana Fish Wildlife & Parks and the National Park Service. However, such a conversion triggers Section 6(f) of the federal Land and Water Conservation Act of 1965. There are many rules and regulations guiding such conversions. In all cases, the sponsor will be required to purchase mitigation property of equal fair market value and recreational usefulness as a replacement.
6. Overhead Powerlines-All electrical or communication lines must be installed underground. Existing lines must be buried, removed or relocated as necessary. Future lines must be underground. The sponsor may be required to provide cost data to evaluate disposition of proposed or existing electrical or communication lines.

7. Retention of Records-All documents related to the LWCF project, including those used to substantiate your financial claims, should be retained in perpetuity. These papers may include invoices, cancelled checks, contracts and bid specifications, project agreements, correspondence, grant application materials, and maps.

8. Accessibility-Compliance with the Americans With Disabilities Act (ADA)-It is necessary for all projects to comply with ADA as well as other civil rights regulations. This act requires that all aspects of each project be accessible to (and usable by) disabled citizens. The intent is to enable disabled citizens to participate in outdoor recreation activities in a way that parallels as closely as possible participation of non-disabled citizens.

9. Financial Reimbursement-All payments and contracts must be processed through the local (unit of government) financial system.

10. Natural and Cultural Resources-All projects must satisfy the National Environmental Policy Act (NEPA) and the Montana Environmental Policy Act (MEPA). Sponsors must complete an Environmental Analysis (EA). All projects carry potential impacts to the environment (stream sedimentation, noxious weeds, wildlife displacement, etc.). Pay special attention to the public scoping requirements at the end of the EA. Projects are also obliged to comply with historic preservation requirements--the State Historic Preservation Officer must review all LWCF projects.

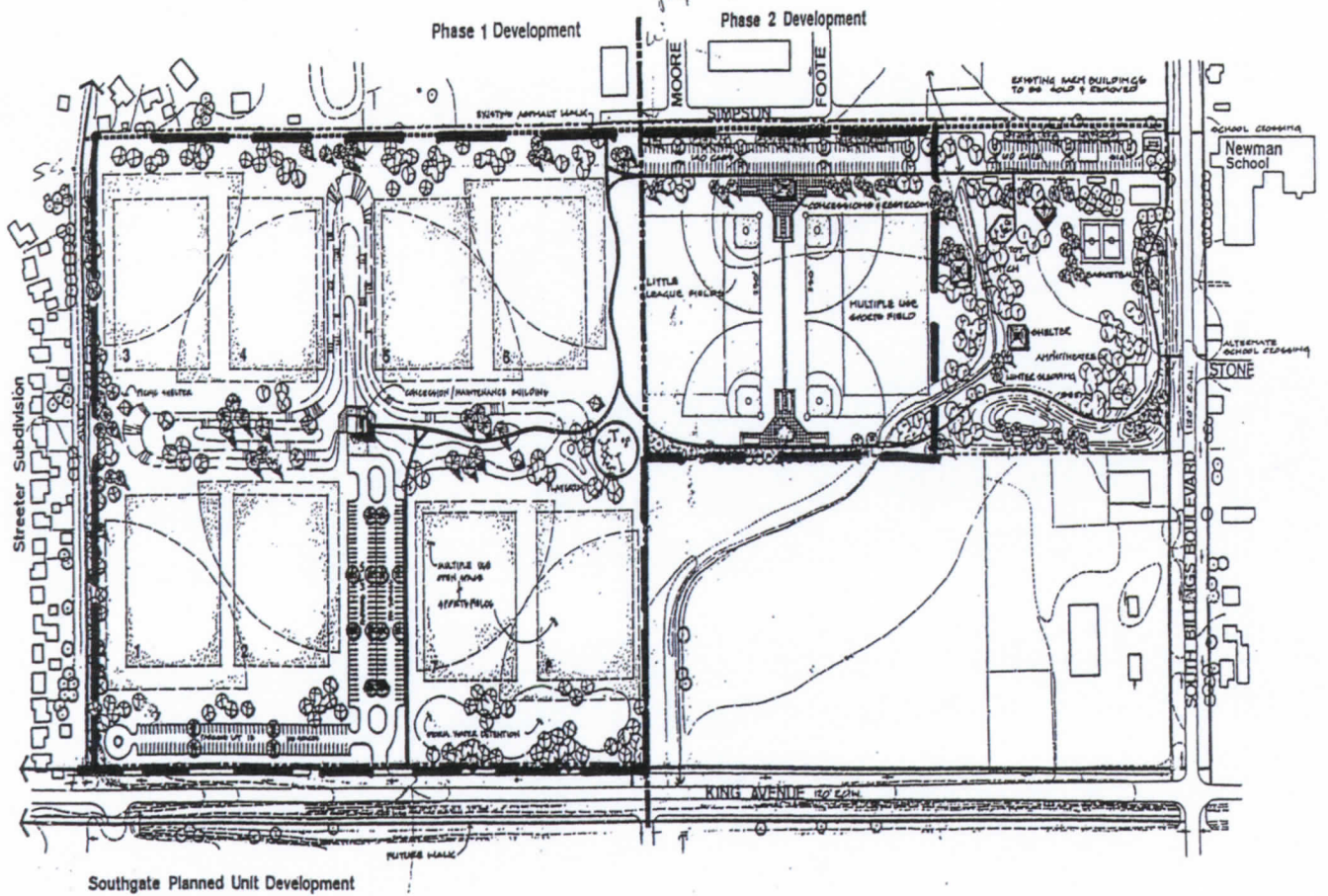
11. Project Start-Up-No project construction may begin on any land acquired until an agreement has been executed between FWP and the local sponsor.

12. Inspections-The purpose of inspections is to monitor the compliance with the requirements, which rests with the sponsor. Some inspections will be performed by the State. In other cases, the sponsor, completing a questionnaire form, will be asked to perform inspections. FWP and NPS reserve the right to conduct inspections at any time. You will be contacted in person or by letter if a problem is noted.

Please feel free to call the Helena Headquarters of Montana State Parks with any questions or concerns at (406) 444-3753.

**PREMISES COVERED**

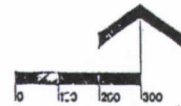
EXHIBIT "B"



Southgate Planned Unit Development

**Master Plan  
AMEND PARK**

Prepared for:  
THE CITY OF BILLINGS  
Prepared by:  
FISCHER AND ASSOCIATES  
Landscape Architecture - Land Planning



Experts on the Field, Partners in the Game.

[www.stma.org](http://www.stma.org)

## STMA's Guide to International Soccer Pitch Maintenance

Developed November 2012 by the STMA International Committee

Sports Turf Managers Association (STMA) is the not-for-profit, professional association for the men and women who manage sports fields worldwide. Since 1981, the association and its local chapters have been providing education, information, and sharing practical knowledge in the art and science of sports field management. Its more than 2,600 members oversee sports fields and facilities at schools, colleges and universities, parks and recreational facilities, and professional sports stadiums. The mission of STMA is to be the recognized leader in strengthening the sports turf industry and enhancing members' competence and acknowledgement of their professionalism. For more information, log on to [www.STMA.org](http://www.STMA.org).

STMA has created this manual to provide guidance for achieving a healthy and safe soccer pitch through use of key cultural practices. Whether you are just starting out as a sports turf manager or have been managing soccer pitches for years, the following information can assist in improving your soccer pitch to reach the standards required to satisfy user needs.

Turfgrass growth and health is influenced by the atmosphere above and immediately surrounding the turfgrass aerial shoots, the soil environment, cultural practices, pest organisms, and humans. The atmospheric conditions affecting turfgrass plants result from seasonal and daily fluctuations in the weather, which includes temperature, moisture, light, and wind. The amount of light received by turfgrasses is influenced by many factors in the environment such as clouds, buildings, and trees. Low light intensities can cause thinner, longer leaves, reduced density and tillering, shallow rooting, and lower food reserves within the plants. Shaded turf exhibits poor germination and growth, poor recuperative potential, and is less tolerant of wear, disease, and environmental stress. Maximize the amount of light turfgrasses on the pitch receive by pruning trees, installing artificial lighting, or changing pitch orientation. Turfgrass species have adapted to various atmospheric environments based on climate and weather conditions. Each pitch is unique and the atmospheric environment should be considered when selecting a turfgrass species and to optimize maintenance practices.

The soil environment also influences turfgrass growth and health. Soil texture, structure, moisture, aeration, temperature, and chemistry are some of the elements to be considered when managing a soccer pitch. While the soil environment is not discussed at length in this bulletin, consult the STMA website ([www.stma.org](http://www.stma.org)) for more information regarding turfgrass rootzones.

Cultural practices, pest organisms, and humans make up the biotic environment that influences turfgrass growth and health. The biotic environment consists of the use and culture of turf by humans. This bulletin is directed at

# STMA's Guide to International Soccer Pitch Maintenance

mitigating the effects of pest organisms and human impacts through the use of cultural practices. The cultural practices discussed include mowing, fertilization, irrigation, aeration, overseeding, pest management, and use of plant growth regulators. In addition, recommendations for goal mouth renovation are provided to help successfully manage these high wear areas.

## Mowing

Mowing is important in turfgrass management because it maintains uniform top growth within specified limits, helps control undesirable vegetation that is intolerant to mowing, encourages dense turfgrass growth, and provides a high presentational value.

In order to maintain healthy turf, it is important to mow at the correct height and frequency with the correct type of mowing equipment. Each turfgrass species has a mowing tolerance range, which indicates the lowest and highest heights tolerated by a species. Mowing outside of the tolerance range can put stress on the plant and lead to weak turf that does not reach the required or desired standard to form a satisfactory playing surface. Mowing a turfgrass species below the tolerated mowing height can result in thinning, invasion of weeds and undesirable grass species, and scalping. Scalping is the excessive removal of green shoot tissue resulting in the exposure of unsightly shoot stubble or bare earth. Mowing a turfgrass species above the tolerated mowing height can result in puffy, limp, or decumbent turf.

## Recommended Mowing Heights

(taken from Sports Fields: A Manual for Design, Construction, and Maintenance, by Jim Puhalla, Jeff Krans, and Mike Goatley)

### Cool Season Turfgrasses

Type of Grass	Lowest to Highest Heights Tolerated
Kentucky bluegrass ( <i>Poa pratensis</i> )	38 mm – 76 mm 1.5 in – 3 in
Perennial ryegrass ( <i>Lolium perenne</i> )	13 mm - 38 mm 0.5 in – 1.5 in
Tall fescue ( <i>Festuca arundinacea</i> )	38 mm – 76 mm 1.5 in – 3 in
Creeping bentgrass ( <i>Agrostis palustris</i> , <i>A. stolonifera</i> )	3 mm - 6 mm 0.1 in – 0.25 in

### Warm Season Turfgrasses

Type of Grass	Lowest to Highest Heights Tolerated
Bermudagrass ( <i>Cynodon dactylon</i> )	13mm – 51 mm 0.5 in – 2 in
Zoysiagrass ( <i>Zoysia japonica</i> )	13 mm - 38 mm 0.5 in – 1.5 in

Note: The mowing heights provided are recommendations within turfgrass tolerance ranges. On highly maintained soccer pitches, the ball is expected to roll fast over the turfgrass surface. Higher mowing heights impede ball roll and slow ball speed. Therefore, turfgrass managers will maintain the pitch at a lower mowing height (23-28 mm or 1 in) to achieve a fast ball roll. Ball speed may not be an issue on lower maintenance soccer pitches. Be sure to

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determine user needs when selecting turfgrass species for soccer pitches. Match the most appropriate turfgrass to your climate, as well as user and maintenance needs.

Mowing frequency is the number of mowings per unit of time. Mowing frequency depends on turfgrass growth and type, level of maintenance, climatic conditions, and the standard required. Turfgrass growth influences mowing frequency because if grasses are actively growing, it must be cut more frequently. A standard rule in the industry for moderately to intensively maintained turfgrass is to never remove more than 1/3 (or up to a maximum of 5 mm) of leaf blade of the grass blade in a single mowing. Removing more than 1/3 can result in poor plant health and growth due to increased stress levels.



Jerad Minnick

The level of maintenance a turfgrass area receives also determines mowing frequency. Higher levels of maintenance usually mean more frequent mowing due to aesthetic requirements, nutrient applications, and recreational needs. Lower maintenance areas often require less frequent mowings.

Climatic conditions also influence how quickly turfgrass grows. Cool-season turfgrasses are actively growing in the spring and fall and may require more frequent mowings during this period. Most cool season grasses are not well adapted to hot, dry weather usually experienced in summer. Therefore, summer mowing frequency may be less due to a reduction in plant growth. Warm season turfgrasses are actively growing in summer months, which may increase mowing frequency on warm-season turfgrass surfaces. Mowing frequency for warm-season turfgrasses decreases during cooler temperatures due to a reduction in growth.

Daily weather conditions also influence mowing practices. Rain, frost, and extreme temperatures should all be taken into consideration when mowing turfgrass areas. In the event of excessive rain, mowing should be avoided to prevent rutting and compaction. Avoid mowing (and turf use in general) when there is early morning frost. Traffic on frosted turf ruptures leaf blades and the damage will likely be visible. During hot temperatures, avoid mowing in the middle of the day if temperatures exceed 32°C or 90°F as this may cause damage to the turf. Avoid mowing when leaf tissue is wet to prevent clumping of turfgrass clippings.

In most cases, turfgrass clippings will not need to be collected if the turf is being mowed on a regular basis using the '1/3rd rule.' Clippings are actually a source of plant nutrients and include large amounts of nitrogen and potassium that can be returned to the turfgrass environment if left on the surface. However, variables such as weather conditions, season of the year, soil fertility, moisture conditions, growth rate of the turfgrass, and the surface playing characteristics of the sport sometimes require clipping collection. Collect clippings if they are so long and excessive that they negatively impact surface playability and/or turf health (i.e. blocking sunlight, increasing disease activity under the piles, etc.). Depending on the level of maintenance expected for the pitch, clippings may need to be collected to keep the surface free of debris. Excess clippings have the potential to make the turfgrass surface slippery for athletes.

An additional consideration for mowing turfgrasses is mowing direction. Changing direction each time the pitch is mowed promotes upright growth and can reduce wear from equipment continually following the same pattern. On higher cut turf, mowing the same direction creates 'grain' and the wave-like ridges have potential to affect

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the speed and direction of ball roll. A low height of cut maintained on most professional soccer pitches does not influence speed and direction of ball roll.

There are three different types of mowers available to cut turfgrass: reel or cylinder mowers, rotary mowers, and flail mowers.

Reel or cylinder mowers can be trailed, ride-on, or pedestrian (walk behind). These mowers consist of a rotating reel cylinder equipped with multiple blades and a stationary bedknife. The reel blades guide leaves toward the bedknife, where they are cut by a shearing-type scissor action. Mowing quality is, in part, a function of the sharpness of the cutting edges and proper adjustment of the bedknife against the reel blades. Dull cutting surfaces or poor adjustment may result in tearing and bruising of the leaves. Reel mowers provide the highest quality cut when properly maintained and operated. Reel mowers are commonly used on soccer pitches to create patterns. The heavy rollers on the reel mowers are also useful for smoothing out the soil surface.

Rotary mowers are the most common and affordable way to cut grass. Like the reel mowers, they can be trailed, ride-on, or pedestrian. Horizontally mounted blades rotate on a vertical shaft to cut grass blades. Rotary mowers cut by sheer impact of a spinning blade hitting the grass leaves. For the best quality cut, a sharp blade and high blade speed is necessary. A dull blade can result in shredding of leaf blade tips giving a brown cast to the playing surface. Similar to the reel mower, the rollers on rotary mowers can be used to create patterns on the soccer pitch.

Similar to the rotary mower, a flail mower also cuts by sheer impact. The mowing component consists of numerous small L-shaped knives hinged to a horizontal shaft. When the shaft rotates, the knives are held out by centrifugal force. Due to the small clearance between the knives and the mower housing, cut debris is recut until it is small enough to clear the housing. An advantage of this type of mower lies in its ability to reduce tall vegetation to a finely ground mulch. The free-swinging knives will fold away upon striking a rock or other hard obstruction. As with other mowers, sharpness of cutting edges is an important determinant of mowing quality. Flail mowers are used primarily on utility turfs where mowing is performed infrequently.

### Fertilization

Fertilization is important for supplying supplemental nutrients to keep turf healthy. In order to determine exactly which nutrients the plants need, a soil test, and sometimes a tissue test, should be performed. Soil tests should be conducted on a routine basis – every one year for sand-based pitches and every three years for native soil pitches, or when you are considering a fertilizer program change. A soil test will analyze nutrient requirements, pH, phosphorus and potassium levels, and will provide the best guide to fertilization to maintain or achieve a healthy pitch. Tissue tests are a great diagnostic tool in that they provide a snapshot of nutrients present in the plant at the time the sample was taken. Their real value is realized if conducted simultaneously with a soil test since only the soil report can provide clues as to why a nutrient deficiency or toxicity is occurring. Follow the recommendations in your soil test report to provide your turf with the recommended amounts of nutrients. By applying only what the plants need, you are not only being environmentally responsible, but you are also saving money.



PSU

The primary macronutrients required for turfgrass growth include nitrogen (N), phosphorus (P), and potassium

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(K). Nitrogen is important for plant growth because it enhances green color, increases overall growth of leaves, shoots, roots, stolons, and rhizomes, increases turfgrass density, improves tolerance to weather conditions, improves wear tolerance, reduces susceptibility to some diseases, insects, and the invasion of weeds, and provides better recuperative potential. Soil tests do not test for nitrogen because it is highly mobile in the soil. Nitrogen is often applied to turfgrass areas on a routine schedule to ensure the grass is receiving the nutrition it needs.

Phosphorus transfers and stores energy needed for survival, aids seedling development and establishment, and aids root growth. Many times turfgrass managers will make fertilizer applications without taking a soil test and end up having an overabundance of phosphorus in the soil. Phosphorus is under a lot of scrutiny due to its potential negative impacts on the environment, which reinforces why soil testing is so important. If your soil test indicates there is sufficient phosphorus, you do not need to add more. Research indicates that soil test results should indicate available phosphorus to be between 90-135 kg/ha (80-120 lbs per acre).

Potassium assists with photosynthesis, manages water inside the plant, improves tolerance to poor/stressful weather conditions, improves wear tolerance, and reduces susceptibility to diseases, insects, and the invasion of weeds. Research indicates that soil test results should indicate available potassium between 336-560 kg/ha (300-500 lbs per acre).

In addition to the primary macronutrients, there are also secondary macronutrients. These include calcium (Ca), magnesium (Mg), and sulfur (S). Calcium aids in cell wall structure and new cell formation, as well as stimulates root and leaf development. Low levels of calcium are designated as less than 560 kg/ha (500 lbs per acre) on soil test results. Magnesium is involved in formation of proteins, improves phosphorus uptake from the soil, and aids in plant respiration. Low levels of magnesium are designated as less than 45 kg/ha (40 lbs per acre) on soil test results. Sulfur is involved with formation of proteins, and assists with turf growth, green color, shoot growth and density, root growth, carbohydrate reserves, and disease susceptibility. An acceptable level of sulfur in the soil is designated as 17-56 kg/ha (15-50 lbs per acre) on soil test results.

Micronutrients required for turfgrass growth include iron (Fe), manganese (Mn), zinc (Zn), copper (Cu), boron (B), molybdenum (Mb), chlorine (Cl), and nickel (Ni). Adequate amounts of micronutrients are usually present in the soil as long as pH is appropriate. However, turfgrass managers may choose to make supplemental applications of iron (Fe) to green up grass without the extra growth nitrogen provides. Excess amounts of micronutrients are more commonly seen than deficiencies. Deficiencies are much more likely in sand-based soils than heavier textured native soils. If provided on the soil test results, follow the recommendations if additions of micronutrients are necessary.



PSU



James Brosnan, Ph.D.

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Lime should only be applied in accordance with what is recommended on soil test results. Correct liming is as important as fertilization. Liming involves applying an agent to reduce soil acidity (raise pH) and make soils more favorable for turfgrass growth. Properly managed soil pH regulates nutrient availability and creates a soil environment not only desirable for turf, but also for healthy soil microorganisms.

Fertilization frequency is dependent on a number of factors: turfgrass species, level of maintenance, weather conditions, frequency of pitch use, and expected quality of the pitch. Generally, turfgrasses require 226-453 g of N per 93 m<sup>2</sup> per month, or approximately 2.4-5 g of N per m<sup>2</sup> per month of active growth (0.5 – 1.0 lb N per 1000 square feet). This ensures continuous feeding and healthy plants that are able to withstand environmental pressure.

Fertilizers can be quick or slow-release. Quick release products are water soluble and cause a turfgrass response usually within a week or less. These products are generally inexpensive, but have increased leaching and leaf burn potential if used improperly. Application of quick release fertilizers should always either be planned before a rain event or followed with irrigation to prevent turf burn. Slow release products are water insoluble and provide a gradual, sustained growth response over a period of 3-10 weeks or more. Slow release products normally require sufficient moisture, optimal temperatures (above 13°C or 55°F) and/or microbial activity to release the intended nutrient or active ingredient. Time of year in which these products are applied can be critical for their success. These products are generally more expensive per kg / bag (or per lb / bag), but rarely burn leaf blades. Application of fertilizers should always be correctly calibrated to ensure the correct amount of nutrient is being applied to the correct surface area. Not only does correct calibration make the fertilization process efficient and effective, but it also reduces waste and maintains turfgrass plant health. Correct fertilizer application can be achieved using rotary or drop spreaders that can be trailed, tractor mounted, or pedestrian walk-behind.

### Irrigation

Turfgrass plants need water to survive. Therefore, to supplement rainfall, irrigation is applied. Irrigation ensures an adequate supply of moisture for turfgrass growth, maintains sufficient surface moisture to promote germination of turfgrass seed, and modifies turfgrass tissue temperatures on hot days. Irrigation also provides increased safety and traction due to surface hardness.



Photo courtesy of Jerad Minnick

Irrigation should occur on an as needed basis, but typically, turfgrasses need 25-30 mm (1-1.5 in) of water (whether it be by irrigation or precipitation) per week. The amount of water needed by a plant is the sum of the amount lost through the evaporation of moisture at the soil surface and the transpiration of water through the plant. This loss of water is also known as evapotranspiration. Cool-season turfgrasses typically lose more than 10 mm (0.4 in) of water per day to evapotranspiration, and warm-season grasses lose about 6-7 mm (0.25-0.28 in) of water per day. If turfgrass managers monitor evapotranspiration (ET) rates on a daily or weekly basis, then the minimum amount of irrigation recommended is 70% ET. The daily ET rate for a specific area should be available from local educators or the weather service. It can also be determined using the chart below, which indicates approximate potential ET rates for various climates.

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## Potential Evapotranspiration Rates for Various Climates

(taken from Sports Fields: A Manual for Design, Construction, and Maintenance, by Jim Puhalla, Jeff Krans, and Mike Goatley)

Climate Type	Daily Loss
Cool humid (average high temperature in midsummer <21°C (70°F); relative humidity is >50% in midsummer)	2.5-4 mm 0.1-0.15 in
Cool dry (average high temperature in midsummer <21°C (70°F); relative humidity is <50% in midsummer)	4-5 mm 0.15-0.2 in
Warm humid (average high temperature in midsummer between 21-32°C (70-90°F); relative humidity is >50% in midsummer)	4-5 mm 0.15-0.2 in
Warm dry (average high temperature in midsummer between 21-32°C (70-90°F); relative humidity is <50% in midsummer)	5-6 mm 0.2-0.25 in
Hot humid (average high temperature in midsummer >32°C (90°F); relative humidity is >50% in midsummer)	5-7.5 mm 0.2-0.3 in
Hot dry (average high temperature in midsummer >32°C (90°F); relative humidity is <50% in midsummer)	7.5-10 mm 0.3-0.4 in

The correct amount of water to apply at any one time is dependent on the turfgrass rootzone, grass species, and weather conditions. Soil physical properties such as soil texture, compaction, infiltration, and percolation influence irrigation amounts. Native soil rootzones containing high amounts of clay and/or silt typically have high water holding capacity with a low infiltration rate. Sand-based rootzones have little water holding capacity and may percolate water very quickly. The makeup of the rootzone may require more or less frequent irrigation of the turfgrass area. Some turfgrass species are more drought tolerant than others. For example, fine fescues and tall fescue withstand drought conditions better than perennial ryegrass or Kentucky bluegrass. Bermudagrass withstands drought conditions better than other warm season turfgrasses. Another consideration when determining irrigation amounts are weather conditions. In hot, dry, windy, and sunny conditions, more frequent irrigation is needed to make up for water lost to evapotranspiration. Turfgrasses should always be watered at the first sign of wilt. Wilt is characterized by folded or curled leaves, blue-green to gray color, and visible footprints left after walking on the surface. Wilted turfgrass recovers quickly if it is taken care of immediately. Traffic should not be allowed on wilted areas or recently recovered wilted grasses.



Photo courtesy of Jerad Minnick

The best time to irrigate turfgrasses is in the early morning between 4:00 a.m. and 9:00 a.m. Early morning is an ideal time because there is a reduction in disease potential and water lost to evaporation due to lower temperatures, less sunlight, and lower wind velocity. Midday irrigation is not an efficient time to irrigate because water lost to evaporation is at its greatest potential (up to 50%). However, midday syringing is effective if the goal is to cool

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plant temperatures and reduce heat stress. Syringing is a very light application of water applied to the turfgrass leaf surface that cools the turf so it can get through the hottest part of the day. Syringing does not restore soil moisture.

To promote the healthiest turfgrasses, deep, infrequent irrigation that wets the entire rootzone (generally 100 mm or 4 inches in depth) should take place. Deep, infrequent watering encourages development of deep, strong root systems that can extract water from a large volume of soil. When applying water to turfgrass areas, the irrigation rate should not exceed the infiltration rate of the soil. Once the rootzone is wet, additional irrigation is considered excess and will be removed by drainage. Overwatering can lead to poor turfgrass health, increased weed, disease, and insect problems, runoff and/or leaching of nutrients and pesticides, standing water, and compaction.

Light and frequent irrigation is not recommended for established turfgrass areas. It leads to weak, unhealthy plants and a shallow root system. Light and frequent irrigation is only acceptable when establishing grass from seed or sod. When establishing turf, because seedlings are very susceptible to drying out, the seedbed should not be allowed to dry. Once germinated seedlings reach 51 mm (2 in) in height, begin shifting the irrigation strategy to deep and infrequent watering to promote root growth.

If an area is experiencing drought conditions and an athletic pitch does not have access to irrigation or is facing water restrictions, allow turfgrass to go dormant. Dormant turfgrass should be watered once every four weeks during a drought. Turfgrass plants will recover from dormancy as long as wear and usage levels are kept at a minimum level.

### Aeration

Aeration refers to mechanical methods of selective tillage that modify physical characteristics of turfgrass areas. Aeration is one of the most important cultural practices for maintaining turfgrasses. Benefits of soil aeration include improvement of air, water, and nutrient movement within the rootzone, correction or alleviation of soil compaction, and a reduction in thatch accumulation. If a pitch does not receive mechanical aeration regularly, chances are it will be extremely unhealthy with poor turfgrass growth and compacted soils.



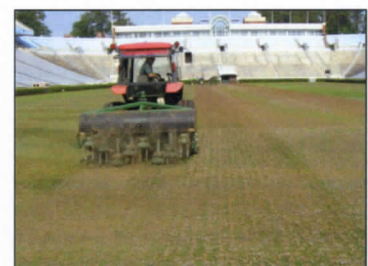
Hollow Tine Aeration

Different methods of aeration include hollow tine aeration, solid tine aeration, shatter coring, water jet coring, slicing, vertical mowing, spiking, deep tine, and deep drill/drill and fill. Hollow tine aeration is the most popular type of aeration and is considered essential for a turfgrass area to be successful. All of the mechanical aeration methods improve turfgrass areas by relieving compaction, managing thatch, and creating channels in the rootzone for air, water, and nutrients to penetrate and reach turfgrass roots. There are benefits and disadvantages associated with each aeration method. Be sure to assess site needs to determine which aeration method will provide the most benefit. The following provides an overview of each of the aeration methods:

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Type of Aeration	Description
<b>Hollow tine</b>	Aerator pulls soil core (9mm-18mm or 0.35 in-0.7 inches in diameter) from a 50-150 mm or 2-6 in depth. Soil cores can be removed or reincorporated into the rootzone using a dragmat. This method should be done at least twice a year with high traffic areas receiving it 4-6 times per year
<b>Solid tine</b>	Solid tines penetrate through the rootzone with minimal surface disturbance An ideal tool to utilize during periods of intensive pitch use, but it does not substitute for overall benefits of core aeration
<b>Shatter coring</b>	Solid tines aggressively penetrate the soil and fracture belowground compaction zones at a depth up to 152 mm or 6 in Minimal disturbance to the surface and soil stability; does not substitute for overall benefits of core aeration
<b>Water jet coring</b>	Streams of pressurized water penetrate thatch and loosen soil Effective way to aerate stressed turf in unfavorable weather conditions Most effective on sand-based pitches Minimal disturbance to the surface; does not substitute for overall benefits of core aeration
<b>Slicing</b>	V-shaped knives mounted on disks attached to a slowly rotating steel shaft cut into the turf Effective alternative to aggressive aeration during extreme temperatures but does not substitute for overall benefits of core aeration
<b>Vertical mowing</b>	Knives that cut into the turf are attached to a rapidly spinning horizontal shaft. Depending on height adjustment, can be used to relieve grain, dethatch, or aerate; does not substitute for overall benefits of core aeration
<b>Spiking</b>	Similar to a vertical mower, only blades are pointed rather than broad and flat. Blades are attached to a slowly turning horizontal shaft.
<b>Deep tine</b>	Tines penetrate the soil to a depth of 150-450 mm or 6-18 in Tines range in diameter up to 38 mm or 1.5 in If using hollow tines, holes can be back filled with a soil amendment Solid tines are beneficial when aerating heavily compacted clay or gravelly soil Minimal disturbance to the surface with use of solid tines Core aeration results in significant surface disruption and a concentrated effort to manage the cores and/or topdress with new soil material or amendments
<b>Deep drill/drill and fill</b>	Drills penetrate the soil to a depth of 150-450 mm or 6-18 in Attachments are available that will inject sand or amendments immediately into the drilled holes

To sustain turf at a desired level of quality, aeration practices should take place only when turfgrasses are actively growing. Aeration should not take place during periods of stress or limited growth. Cool-season grasses should not be aerated during hot, dry periods as this can cause extreme stress to plants and inhibit recovery. Cool-season grasses are in a semi dormant state during the summer and do not have the recovery potential of actively growing plants. Avoid aeration of warm-season grasses during cooler temperatures when the plants are not actively growing. Doing so can cause injury to bermudagrass that will not allow plants to successfully recover.



Chad Price, CSFM

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To keep pitches in top playing condition, mechanical aeration should take place once a month during periods of active turfgrass growth. Playing schedules often make it difficult for aeration to take place at this frequency. Therefore, turfgrass managers should aim to core aerate at least once in the spring and twice in the fall - once before the sports season begins and again after the last game. Monthly or more frequent aeration will benefit turfgrasses, especially in heavy wear areas, as long as the pitch is not under too much stress and temperatures are favoring growth.

## Seeding, Sprigging, and Sodding

Seeding, sprigging, and sodding become necessary to establish new turfgrass areas, repair bare or thin areas, as well as transition from one turfgrass species to another. Turfgrass breeding has developed high performing turfgrass cultivars for various athletic uses. A cultivar is a variety or subdivision of a plant species that, because of similar morphological and performance characteristics, can be distinguished from other plants within that species. A hybrid is a cultivar created by crossing varieties of dissimilar genetic constitution to ultimately achieve a better performing plant. Selection of turfgrass species and cultivars depends on pitch and athletic requirements as well as climate.



Simon Gumbrill

In warm season areas, sports turf is generally dominated by bermudagrass and zoysiagrass cultivars. These cultivars flourish in the hot summers and mild winters, and can withstand occasional summer dryness without damage. The ideal time to seed and sprig bermudagrass or zoysiagrass is from midspring to midsummer. Planting in mid to late spring will give the plants adequate time for establishment so the pitch can withstand traffic in the fall. Ideal planting conditions are when soil temperatures reach 18°C (65°F). Planting midspring to midsummer reduces the risk of cold temperature injury on warm season grasses. It also increases potential for achieving desired coverage and density before cold temperatures arrive. The following provides recommended seeding and sprigging rates for warm season turfgrasses:

<b>Turfgrass Species</b>	<b>Recommended Seeding or Sprigging Rate</b>
Bermudagrass (seed)	5 g/m <sup>2</sup> 1 lb / 1000 sq ft
Bermudagrass (sprigs)	5-15 bushels / 93 m <sup>2</sup> (higher planting rates may require 25+ bushels / 93 m <sup>2</sup> ) 5-15 bushels / 1000 sq ft (higher planting rates may require 25+ bushels / 1000 sq ft)
Zoysiagrass (seed)	5-10 g/m <sup>2</sup> 1-2 lb / 1000 sq ft
Zoysiagrass (sprigs)	8-10 bushels / 93 m <sup>2</sup> 8-10 bushels / 1000 sq ft

Sod of either of these species can be installed at any time as long as the soil is not frozen, but consider that sodding during warmer temperatures will better ensure root development and a stable playing surface.

In cool season areas, Kentucky bluegrass and perennial ryegrass predominate, and a mixture of those species is probably the most popular sports turf. Both types tolerate cold winters adequately, and can withstand warm

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summers. Seeding of cool season turfgrasses can take place just about any time the soil can be worked. Seeding throughout the year helps to maintain turfgrass density. The optimum time for cool season turfgrass establishment is late summer to early fall. At this time, soil temperatures are near optimum for germination, there is less weed competition than in the spring, and water requirements are lower. This time period allows for sufficient establishment before the onset of freezing temperatures.

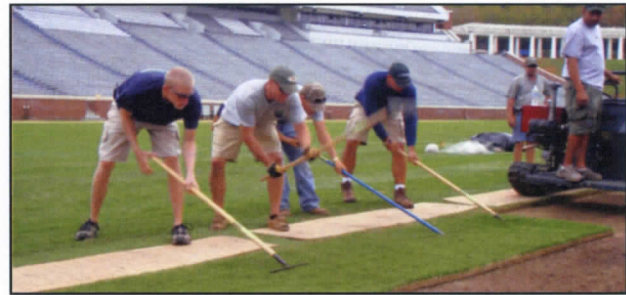
The following provides recommended seeding rates for cool season turfgrasses:



Ryan Bjorn, Julie Adamski

Turfgrass Species	Recommended Seeding Rate
Kentucky bluegrass	10-15 g/m <sup>2</sup> 2-3 lb / 1000 sq ft
Perennial ryegrass	20-30 g/m <sup>2</sup> 4-6 lb / 1000 sq ft
Tall fescue	25-40 g/m <sup>2</sup> 5-8 lb / 1000 sq ft
Creeping bentgrass	5-7.5 g/m <sup>2</sup> 1-1.5 lb / 1000 sq ft

When seeding to repair high wear areas on the pitch, higher seeding rates at more frequent intervals may be needed to maintain turfgrass density and increase the likelihood of growth and establishment. Seeding rates of 50-100 g/m<sup>2</sup> (10-20 lbs / 1000 sq ft) can help in the rapid recovery of bare spots on pitches. Seeding following core aeration is an effective practice to encourage germination and growth. University research has also shown that athlete's cleats assist in incorporating the seed into the soil.



Chad Price, CSFM

Sod of any of these species can be installed at any time as long as the soil is not frozen, but consider that sodding during the spring and warmer parts of the fall will better ensure root development and a stable playing surface.

The transition zone is characterized by cold winters and hot summers. It is an approximate location where cool season and warm season turfgrasses encounter the limits of their southern and northern adaptation. Turfgrasses most tolerant to transition zone temperatures include tall fescue, cold resistant cultivars of bermudagrass, and some zoysiagrasses. If a pitch is planted with warm season turfgrass, the grass will go dormant at the onset of cooler temperatures. Warm season turfgrass growth usually ends in mid fall and goes dormant after the first killing frost. It remains dormant until soil temperatures reach 15°C (60°F) consistently the next spring. Depending on pitch maintenance expectations and user expectations, the pitch may require overseeding to maintain its green color and playability. The best time to overseed is early fall during a period when warm season turfgrass growth is slowing and soil temperatures are optimal for ryegrass seed germination. If pitches are overseeded too early, actively growing warm season grasses will outcompete the ryegrass. If pitches are overseeded too late, cold temperatures may prevent sufficient establishment of ryegrass.

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For a smooth transition and uniformly overseeded pitch, ryegrass seeds must have good seed to soil contact. This can be achieved by dethatching, core aeration, close mowing, collecting clippings, topdressing, sweeping, and dragging the pitch. However, aggressive aeration and/or vertical mowing so late in the season can be very detrimental to warm season turfgrass survival. Conduct aggressive aeration programs during active periods of growth whenever possible.

Following are recommended seeding rates when overseeding warm season turfgrass pitches:

<b>Turfgrass Species</b>	<b>Recommended Rate</b>
Perennial ryegrass	50-75 g/m <sup>2</sup> 10-15 lb / 1000 sq ft
Annual ryegrass	50-100 g/m <sup>2</sup> 10-20 lb / 1000 sq ft
Intermediate ryegrass	50-100 g/m <sup>2</sup> 10-20 lb / 1000 sq ft

Overseeding is not a required practice for warm season turfgrass pitches. Dormant, brown bermudagrass or zoysiagrass is not dead and can still provide a quality playing surface if it is maintained properly up until dormancy. Once it goes dormant, the pitch can withstand traffic, as long as it is not excessive. Overseeding success is dependent on how bermudagrass and zoysiagrass are prepared for overseeding and the management provided as ryegrass seeds germinate and plants develop. As part of a seasonal management plan, consider how overseeding fits the sport and site's needs. If the pitch is only used in the fall, winter overseeding might not establish quickly enough to be justified for this use. However, for spring play, winter overseeding of a heavily trafficked turf might be the best way to provide a safe, quality playing surface.

When overseeding or establishing turfgrass, an effective management plan can ensure healthy germination of seedlings. Minimize traffic on overseeded pitches as much as possible while seeds are germinating. Lightly irrigate the pitch 3-4 times per day. Do not overirrigate. Irrigation should be just enough to keep the seedlings moist throughout the day. As seedlings establish, irrigation can gradually decrease until it is on an as needed basis. Fertilize with low levels of quick release nitrogen every two weeks. Seedlings can begin to be mowed when they reach about 50 mm (2 in) in height. Once the seedlings are established, pitches can be mowed at the recommended height. Use caution when using preemergent weed control as some products may inhibit seedling germination. Always read the label before applying any type of chemical to the turfgrass surface.

## Pest Management

Healthy, dense stands of turfgrass are the best way to prevent disease, weed, or insect infestations. Following proper cultural practices throughout the year, including fertilization, irrigation, mowing, seeding, and soil aeration, can minimize and sometimes eliminate pest problems. The goal of turf management is to produce healthy turf while limiting reliance on pesticides. Many managers follow Integrated Pest Management (IPM) practices. IPM does not completely eliminate pests, but maintains the population at a tolerable level. It is important to routinely check and inspect pitches and identify pest problems in the early stages so a



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decision can be made whether pest effects need to be controlled culturally, biologically, or chemically. Pesticides are often a part of IPM programs, but they are selected and applied responsibly to avoid health risks to other living organisms than those targeted. Pesticide label recommendations should always be followed for personal and environmental safety and to comply with legislation. The label also provides important information for correct handling and application of pesticides. Not following the label is a violation of the law. Turfgrass managers in certain parts of the world may not have access to pesticides or are unable to use pesticides depending on laws. Following sound cultural practices throughout the year to maintain healthy turf will be the best defense against insect, disease, and weed infestations.

### Weeds

The best way to defend against weeds is by increasing density and vigor of turfgrasses to discourage weed competition. Weeds are opportunistic and fill voids in the turfgrass canopy. These voids can be avoided with proper selection and establishment of turfgrasses, adequate liming and fertilization per recommendations from soil tests, proper mowing heights, and watering deeply and infrequently.

If control methods must be implemented to eliminate weeds, cultural or chemical controls can be utilized. Cultural control methods include hand picking the weeds. If herbicides are necessary to control weeds, preemergence and postemergence products are available to control winter annual, summer annual, and perennial broadleaf weeds, grasses, and sedges. Preemergence products will control weeds prior to germination. Always read the label when applying preemergence herbicides, as some can be detrimental to the growth of new turfgrass seedlings. If using postemergence herbicides, weeds should be actively growing and young for the most effective control. Herbicides are also classified as selective and non-selective. Selective herbicides target specific weeds with minimal effects to desirable plants. Non-selective herbicides kill all plants contacted.



Mike Fidanza, Ph.D.

Spring is the best time for weed control because most weed germination occurs in the spring. Applying weed control products at the correct time can often provide effective control that lasts for most of the growing season. If weed infestations are a significant problem on the pitch, stopping the problem before it starts can eliminate additional herbicide applications. Preemergence products are effective for early spring applications to prevent weed germination. Postemergence products are effective for late spring and supplemental applications to control broadleaf weeds. Depending on weed prevalence, spot treating weeds may be a more desirable method of control as opposed to broadcast applications over the entire turf surface.

Herbicides should never be applied when turfgrass plants are drought or heat stressed. Herbicides should only be applied when turfgrass is actively growing, temperatures are less than 29°C (85°F), and soil moisture is adequate.

### Insects

Weak turfgrasses are more susceptible to insect infestations; therefore, correct maintenance and management of turfgrass areas can help discourage insect infestations and damage. Suitable mowing heights, adequate liming and fertilization per recommendations from soil tests, watering deeply to a depth of 100 mm (4 in) and infrequently, and soil aeration are all essential to maintaining healthy turfgrass that can withstand moderate insect damage.

Most insect damage occurs in the summer, but turfgrass managers should always monitor for populations and treat accordingly. Cultural, biological, and chemical control methods provide options for dealing with insect pests. Cultural control methods include planting insect tolerant turfgrass species, monitoring fertility and irrigation

## STMA's Guide to International Soccer Pitch Maintenance

programs, and controlling thatch accumulation. Biological control methods include predators, parasites, and diseases. If insect populations have reached the determined threshold, chemical control may be the only option. When applying insecticides, always be sure to read the label. Different insecticides treat for different life stages of the insect. Be sure to make applications during the appropriate time in the pest's lifecycle. Some insecticides will need to be watered in for below ground insects and others will not for surface feeding insects.

### Diseases

Turfgrass diseases develop in the presence of optimal environmental conditions, susceptible plant hosts, and a disease pathogen. An optimal environment is determined by weather conditions and cultural practices. Diseases can occur during all weather conditions. Knowing the weather conditions that favor certain diseases can help when monitoring turfgrass areas. Cultural practices such as fertilization, irrigation, mowing height, and compaction and thatch management can also influence disease development. Diseases can develop under high nitrogen or low nitrogen conditions, wet or dry conditions, and high or low mowing heights. Diseases also need a susceptible plant host. Turfgrass plants may be a host for pathogens when conditions are favorable. There are certain diseases that favor specific grass types and there are other diseases that can infect all turfgrasses. The disease pathogen is almost always present in the soil and not causing problems. However, if environmental conditions become optimal and a susceptible host is available, the pathogen can attack the turfgrass plants. Diseases cannot occur unless all three factors are present in optimal conditions.

Cultural control methods for diseases include maintaining a healthy dense pitch through proper mowing, irrigation, fertilization, and aeration. Healthy, actively growing turfgrass areas can usually withstand moderate disease infestations.

Diseases can often become a severe problem on highly maintained turfgrass areas. Therefore, chemical control may be necessary. There are two types of fungicide applications – curative and preventative. Curative applications are made when the disease has already appeared. Preventative applications are made before the disease has appeared to prevent it from becoming a problem. The determination to use preventative applications is usually based upon history of the site and takes into consideration turf type, temperature, and humidity.

Diseases can pose a severe threat to turfgrass areas. Turfgrass managers must be able to identify diseases and understand conditions for their development. To assist in disease identification, managers may choose to send a sample to a lab for correct identification of the pathogen. Turfgrass managers can monitor disease development by keeping a pitch diagram and marking the areas where disease develops. Over time, a pattern may emerge and managers will be better able to predict disease onset and take necessary control measures. Once the disease is identified, managers can start selecting turfgrass varieties for overseeding that are resistant or more tolerant to the pathogen. If pesticides are an option, specific fungicides can be applied preventatively to control disease development.

### Plant Growth Regulators

Plant growth regulators (PGRs) or inhibitors are used to suppress seedheads and vegetative growth of desirable turfgrasses, enhance turfgrass quality, and manage annual bluegrass (*Poa annua*) growth and development. Depending on the turfgrass situation, PGRs may reduce mowing costs by reducing clippings, prevent scalping, and increase turfgrass density. Additional benefits of PGR use include suppression of vertical top growth of desirable turfgrass, increased lateral growth, and improved recuperative potential.

Some disadvantages associated with the use of PGRs are phytotoxicity, cost, and what is known as the rebound effect. Many PGRs cause discoloration to the turf. The discoloration is only temporary and may be hidden through

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supplemental nitrogen or iron applications. PGR products are expensive; however, the benefits provided by application may outweigh the costs. If a PGR is applied to a turfgrass surface, once the plants reach to end of the time period that PGRs are active, there is a surge of growth, known as the rebound effect. While this may be considered a disadvantage to some turf managers, others may consider it an advantage. If the rebound effect is timed appropriately, the surge of growth may help recovery on wear areas.

There are three distinct groups of PGRs classified by the way they inhibit turfgrass growth.

1. Cell division inhibitors inhibit cell division and differentiation in meristematic regions. They inhibit both vegetative growth and seedhead development. Phytotoxicity may be a problem, but cell division inhibitors are useful for reducing mowing frequency.
2. Herbicides can be used at low rates to suppress growth or seedhead development of turfgrasses. Depending upon the chemical, herbicides inhibit turfgrass growth and development through interruption of important plant processes. Use of herbicides can be used to reduce mowing and control weeds.
3. Gibberellin biosynthesis inhibitors inhibit gibberellin production. Gibberellin is a plant-produced hormone that is needed for cell elongation and normal growth and development. When production is inhibited, plant cells do not elongate, internodes become shortened and overall plant growth is reduced. Use of gibberellin inhibitors promote lateral turfgrass growth, which encourages denser growth.

For best results with PGRs, always consult the label for application information. Be conscious of the grass species for which it is labeled. PGRs are recommended for use only on certain turfgrass species. Additionally, the use of a PGR is often determined by the type of turfgrass area and level of maintenance. Understand how the product affects the plant, how the product enters the plant, and if water is necessary following application. Never apply PGRs to grass that is under stress.

### Goal Mouth Repairs and Renovation

Much of the wear that occurs on soccer pitches is concentrated in the goal mouth area. The poorest surface conditions are most often found where the best conditions are required. Goal mouth areas need to provide a firm, stable surface that is safe for use and provides the quality required. They cannot be hard and compacted with little grass cover. Goal mouth areas require attention prior, during, and after the playing season. Prior to the playing season, the goal mouth should have healthy, actively growing grass, a firm, level, playing surface, and healthy soil physical properties. During the playing season, turfgrass managers should maintain the goal mouth area by seeding and/or plugging bare areas, topdressing, and aerating on an as needed basis to relieve compaction and fill divots. Correct irrigation will be essential to the success of the repairs and renovation and will need to be carefully planned to coincide with low usage levels. Post season, full renovation, including soil aeration, topdressing, and seeding, sprigging, and/or sodding, can take place to restore healthy turfgrass cover and soil properties.



Photo courtesy of Dr. A. J. Powell Jr.

### Mowing

Determining the correct mowing height must be balanced with the amount of use the pitch receives, climatic conditions, turfgrass species, and the overall maintenance program. Many turfgrass managers will raise the mowing height on the pitch during summer or winter months to improve turfgrass stress tolerance to heat, cold, drought, and other extreme weather conditions. While this is an effective practice, decreasing mowing height at the start of the playing season may cause unneeded stress on the grass plants as they adapt to the lower cutting

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height. Therefore, if the pitch is to be mowed at various heights throughout the year, reductions in mowing height must be conducted slowly to allow the plants to acclimate. Another option is to mow the pitch at the same height throughout the year. Maintaining the pitch at one height throughout the year will promote healthy, dense turfgrass growth.

Goal mouth areas may have different mowing requirements depending on their condition. If the turfgrass in goal mouth areas is healthy and actively growing, the area can be mowed at the same height and frequency as the rest of the pitch. If the goal mouth is being reestablished with seed, sprigs, or sod, the mowing height should be increased and mowing frequency decreased to accommodate the plants until they are properly established.

### Seeding, Sprigging, Plugging, and/or Sodding

Goal mouth areas need to have grass cover to cushion falls, protect the soil structure, stabilize the soil surface, and provide a truer roll and bounce of the soccer ball. Grass cover can be achieved with seed, sprigs, plugs, and/or sod. The strategy for goal mouth areas is to avoid complete failure of turf cover and exposure of bare soil. Therefore, grass may need to be established or reestablished amidst a continuous pitch use schedule. Research conducted by Iowa State University found that by seeding often and at higher than normal seeding rates is an effective strategy for maintaining grass cover. Research at Iowa State also found that most cool-season grasses can be pregerminated to speed establishment and recovery on athletic pitches. Perennial ryegrass, Kentucky bluegrass, and tall fescue can be pregerminated and used in a divot mix composed of seed and amounts of organic matter to hasten seedling establishment. Pregerminated seeds have been shown to fill in areas twice as fast as seeding without pregermination.

Sprigging, plugging, and/or sodding may also need to take place to maintain turfgrass cover. If replacing the goal mouth with sod, the most effective procedure would be to use sod grown onsite versus purchasing sod. This can be achieved by dedicating a portion of the grounds to a turfgrass nursery which can be utilized for pitch repairs. When applying sod, be sure the sod's soil texture matches the existing soil texture on the pitch. Thick cut sod may be ideal for the goal mouth as it is less likely to shift during play if it has not had a chance to grow roots into the existing rootzone. During cooler temperatures, germination blankets may be used to speed turfgrass germination and growth. Post season seeding, sprigging, or sodding can take place to restore grass to the goal mouth area.

### Aeration

Soil aeration is one of the most important practices, and often the most under-utilized tool for goal mouth maintenance. Aeration corrects or alleviates soil compaction common to high traffic areas. High traffic areas may require soil aeration 8 or more times per year, including during the playing season. Frequent soil aeration relieves compaction, allows turfgrass roots to grow deeply, and allows air, water, and nutrients to penetrate the soil and reach turfgrass roots.

### Topdressing

Topdressing is important to maintain a level surface for true ball roll, maintain firmness and stability, maintain drainage characteristics, dilute and reduce thatch, and fill aeration holes. When applying topdressing, the material should always match the soil texture of the existing rootzone where possible. If it does not, problems such as layering can occur.



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Layering is a result of introducing different particle sizes into the rootzone and can impede root growth as well as water and nutrient availability. When leveling the surface, simply dumping topdressing material on the surface and leveling it out is not a smart solution. It only masks the underlying problem of compaction and loss of grass cover and does not provide a firm, stable surface on which to play. When applying topdressing when there is still grass cover, apply in combination with hollow tine aeration. Approximately 3-6 mm (0.1-0.25 in) of topdressing material can be broadcast as a dusting over the turf surface. More topdressing may be needed in low areas to level the playing surface. Overseeding or sprigging with the topdressing application can also improve recovery and health of the goal mouth. Research has shown that topdressing can improve the wear tolerance of the turf and reduce the rate of grass cover loss.

### Irrigation

Goal mouth areas are prone to compaction. Compaction decreases infiltration of water into the soil and may cause puddles after irrigation or precipitation. If aeration practices are conducted on a frequent basis, compaction can be reduced and standing water may not be a problem. When applying seed, sprigs, plugs, and/or sod, the goal mouth must receive light and frequent irrigation to help germination and establishment. As the seed, sprigs, plugs, and/or sod matures, irrigation programs can gradually be converted to deep and infrequent watering.

### Fertilization

Vigorous turfgrass growth is detrimental to the goal mouth area on soccer pitches. Excessive nitrogen leads to excessive, fast growth. Although faster growth may be seen as essential to plant recovery time, faster growth actually weakens the plant. Therefore, nitrogen should be provided to plants in consistent, low levels.

In addition to proper cultural practices, the following practices can be implemented to reduce wear in goal mouths: Where space and play allow, shift the pitch 90 degrees or laterally from one season to the next. Use a pitch for half of a season, and then relocate the pitch for the second half of the season.

Do not allow any type of practice to take place in the goal mouth area. Reserve these areas for game use only.

Use lightweight, mobile goal posts so the areas of wear can be rotated around to different areas of the pitch.

Goalkeepers often dig marks into the turfgrass as reference points if they cannot see painted lines. Painting fresh lines on the pitch prior to the game can sometimes eliminate unnecessary turfgrass damage.

### Communication

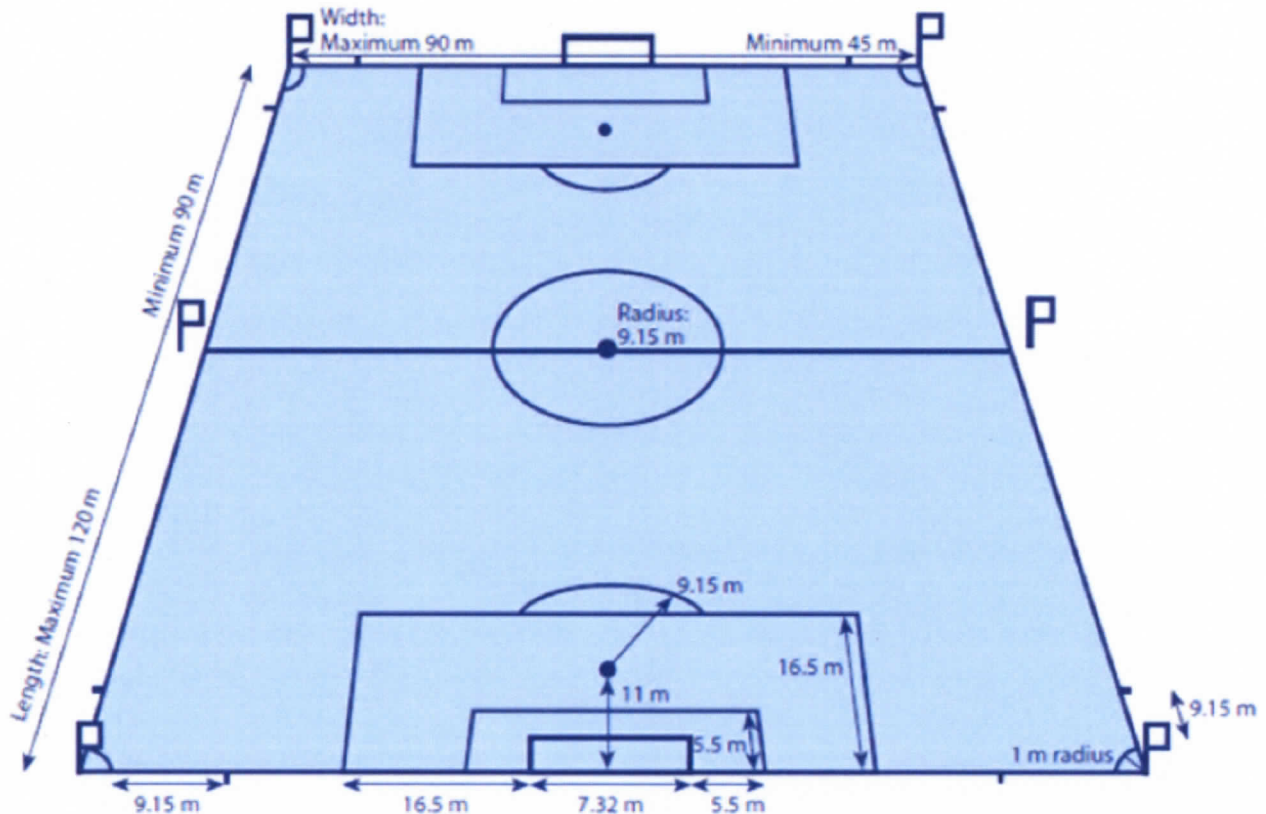
It is important that the end users and supervisors understand the necessity for reducing damage to goal areas. By providing education on better playing conditions, they will often respond in a positive manner and collaborate in efforts to keep pitches safe, healthy, and playable.



# STMA's Guide to International Soccer Pitch Maintenance

## Pitch Layout

To assist with soccer pitch layout, the following diagram provides measurements. The pitch dimensions found optimal by FIFA are 100-110 m (100-120 yards) long by 64-75 m (55-75 yards) wide. For World Cup and Confederation games, the pitch should be 105 m by 68 m (115 by 75 yards). For international and national games, the pitch should be between 100-110 m (100-120 yards) long and 64-75 m (55-75 yards) wide. The pitch can be between 90-120 m (98-130 yards) long and 45-95 m (50-104 yards) wide for other events. It is recommended to have a free area behind the goal of 8.5 m (10 yards) and next to the sidelines of 10 m (11 yards).



## EXHIBIT 'D'

### AMEND PARK USE PRIORITY POLICY

It is the desire of the Amend Park Development Council (APDC) to promote multiple uses of Amend Park. However, the APDC recognizes that it will likely not be possible to accommodate all proposed park uses. As such, the APDC sets forth the following use priorities that shall serve as a guideline in determining whether to approve a park use request.

1. Soccer games, leagues and tournaments shall be given the highest priority of sport activities and events; however, if a group or organization made application for use and was granted such use for the same season the preceding year, that group shall be given priority use to schedule a similar league and/or tournament. Users must notify APDC of their intent to hold the same or similar event by January 1<sup>st</sup> of the year if they intend to renew their league(s) and/or Tournaments.
2. In general, based on past use of the Park, throughout the seasons the APDC shall through its scheduling process provide priority to soccer organizations listed below:
  - a. **Spring:** Magic City Soccer league and tournament and Yellowstone Soccer Association (YSA) will have priority use of the Park as they have had historical preference and use of the park. APDC recognizes Edge Soccer Academy has been established providing youth soccer opportunities and Billings Scorpions Lacrosse, Billings High School Lacrosse and Yellowstone Valley Lacrosse have been established in Billings, MT. APDC will make every effort to accommodate their needs by requesting assistance in field scheduling from the other priority users;
  - b. **Summer:** Magic City Soccer will have priority through its 3 v 3 league typically held in late June and early July. Yellowstone Soccer Association has priority for its annual Challenger Camp. Big Sky State Games has priority for its annual games typically held in mid-July annually.
  - c. **Fall:** School District No. 2, Central High School and YSA will have priority. Magic City will have second priority. Edge Soccer Academy will have third priority.
  - d. **Winter:** No priorities.
3. With the exception of School District No. 2 and Central High School in the fall, the use priorities shall apply to league and tournament games only and not to practice. APDC shall have the right to limit or exclude any groups or organizations from using the park for practice.

## AMEND PARK DEVELOPMENT COUNCIL 2017 BUDGET

<b>Income</b>	
Park User Fees	64,133.39
Concession Revenues	40,984.84
Contributions - Unrestricted	28.50
Contributions - Temp Restricted	250.00
Interest Income	0.68
<b>Total Income</b>	<b>205,397.41</b>
<b>Expense</b>	
<b>Loan Payment Fund</b>	
Magic City Soccer Club	2,000.00
Yellowstone Soccer Association	2,000.00
School District 2 Loan	2,000.00
<b>Total Loan Payment Fund</b>	<b>6,000.00</b>
<b>Field Expenses</b>	
Portable Toilets	0.00
Paint	7,000.00
Contract Labor	0.00
Turf Management	100,000.00 City Turf Estimate
Field Expenses - Other	640.27
<b>Total Field Expenses</b>	<b>107,640.27</b>
Shipping	500.00
Concessions - Food	20,420.95
Payroll - Wages	10,625.00
Payroll Expenses	834.11
Management Fees	50,000.00 Must meet or exceed FLSA to avoid overtime
Accounting & Legal Fees	500.00
Bank Service Charges	13.06
Fuel & Gas Expense	250.00
Insurance - Liability	3,317.50
Insurance - Workers Comp	-82.63
Insurance - Directors & Officers	
Meals & Entertainment	28.80
Office Expense	175.47
Rent	300.00
<b>Repairs</b>	
Equipment Repairs	2,000.00
Repairs - Other	250.00
<b>Total Repairs</b>	<b>2,250.00</b>
Supplies	408.65
Taxes & Licenses	0.00
Telephone	480.00 Internet Line for the season
<b>Utilities</b>	
Gas & Electric	617.60
Pest Control	227.33
Utilities - Other	45.78
<b>Total Utilities</b>	<b>890.71</b>
<b>Total Expense</b>	<b>204,551.89</b>
<b>Net Income</b>	<b>845.52</b>

**Regular City Council Meeting**

**Meeting Date:** 02/27/2017

**TITLE:** Public Hearing & Resolution for Weed Assessments

**PRESENTED BY:** Pat Weber

**Department:** City Hall Administration

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**PROBLEM/ISSUE STATEMENT**

The annual weed assessments have been completed by the Finance Department and are ready to be spread on the tax rolls by the attached resolution.

Pursuant to BMCC 25-304, property owners are notified in writing and given seven (7) days from the date of the notice of noncompliance to exterminate or remove weeds or tall grass. If owners fail to cut the vegetation, the City may cut it and assess the costs to the real property, together with an additional administrative cost of 25% of the cost of removal and a \$25 penalty. If the charges are not paid within a given time, the costs and penalties constitute a lien on the property and special assessments may be levied. The General Fund initially pays the costs, so the collected assessments reimburse those expenses.

The attached list of properties had weeds removed from them during the growing season, the owners did not pay the charges and the properties may be assessed to recover the costs, penalty and fee.

**ALTERNATIVES ANALYZED**

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Not approve the resolution, in which case the property owners will not be assessed, and the General Fund will be responsible for paying for the weed removal.

**FINANCIAL IMPACT**

The assessments total \$3,917.50 and the payments will reimburse the General Fund.

**RECOMMENDATION**

Staff recommends that the City Council conduct a public hearing and pass the attached assessment resolution.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Resolution Weeds

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RESOLUTION NO. 17 \_\_\_\_\_

A RESOLUTION LEVYING A SPECIAL TAX UPON PROPERTY WITHIN THE CITY OF BILLINGS, MONTANA, TO DEFRAY THE COST OF CUTTING AND/OR EXTERMINATING WEEDS.

WHEREAS, Billings, Montana City Code, Section 25-307, provides that the City Clerk shall prepare and present a resolution containing a list of all parcels of land in the City, from which and adjacent to which, the weeds were cut, exterminated and/or removed, and such list shall contain opposite the number of such lots or description of such parcels of land, the name of the owner, if known, and the amount of cost for cutting and removing such weeds.

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

1. LEVYING OF SPECIAL TAX. That for the purpose of collecting funds to defray the cost of cutting and removing of weeds, there is hereby levied and assessed a special tax upon the owners and the lots or parcels described on the list attached hereto.
2. ASSESSMENT AND COLLECTION. Said tax shall be placed upon the assessment rolls and collected in the same manner as other taxes.
3. DISPOSITION OF COLLECTIONS. All monies collected from taxes shall be paid to the General Fund of the City of Billings.
4. NOTICE OF HEARING. On **Monday, February 27<sup>th</sup>, 2017**, at 6:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the final adoption of this resolution. The City Clerk published notice hereof twice, on February 9<sup>th</sup> and February 16<sup>th</sup>, 2017 in the Billings Times.

5. EFFECTIVE DATE This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the 27<sup>th</sup> day of **February, 2017**

CITY OF BILLINGS:

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

ATTEST:

BY: \_\_\_\_\_  
Denise Bohlman,      CITY CLERK

**Attachment A**

<u>NAME</u>	<u>ADDRESS</u>	<u>TAX CODE</u>	<u>AMOUNT</u>
STEVENSON, FRED W JR	1114 20 ST. W.	A02685	177.50
STOCKTON, DANIEL E JR	1503 BROADWATER	A17348	177.50
ANDERSON FAMILY TRUST	121 S. 32ND STREET	A18743	177.50
MOUNTAIN STATES PETROLEUM CORP	1 1ST AVENUE SOUTH	A08852	177.50
SEAL, LAVERNE	24 S. 29TH STREET	A00001	177.50
HANCHETT, CHARLES PETER	3635 POLY DRIVE	A12984	290.00
ENNIS, AARON	2961 CUSTER AVE	C01945	177.50
ESTATE OF LYDIA KRAMER	3038 CENTRAL	D12499	402.50
LOWE, WILLIAM R.	1180 S. 27TH ST. WEST	A26132	402.50
MILHOUSE ENTERPRISES, LLC	150 W. ANTELOPE TRAIL	A23157	290.00
MILHOUSE ENTERPRISES, LLC	130 W. ANTELOPE TRAIL	A23158	290.00
MILHOUSE ENTERPRISES, LLC	100 W. ANTELOPE TRAIL	A23159	290.00
BARNES, TOD	1149 AVENUE C.	A17270	177.50
RIDGEWAY, JOHN W.	807 N. 26TH ST	A07109	177.50
MCCUEN, JOSEPH & REBEKAH	453 KILLARNEY ST	A12268B	177.50
STOCKTON, MYKEL	804 CENTRAL AVENUE	D01396	177.50
ROBINSON, TAIT, P.S.	716 YELLOWSTONE AVE.	A15679	177.50
		GRAND TOTAL	3,917.50

**Regular City Council Meeting**

**Meeting Date:** 02/27/2017

**TITLE:** First Reading of Animal Control Ordinance Allowing/Regulating Hobbyist Beekeeping

**PRESENTED BY:** Rich St. John, Police Chief

**Department:** Police

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**PROBLEM/ISSUE STATEMENT**

The Animal Control Board conducted several meetings to review the existing City Code prohibiting beekeeping within City limits. The Board was unanimous in the decision to recommend to the Mayor and City Council to allow hobbyist beekeeping. Staff discussed the topic with the City Council at its January 17, 2017 work session. Council directed staff to produce an ordinance amending the City Code and schedule it for public hearing and first reading. The proposed code changes will allow hobbyist beekeeping in the City, subject to permits issued by the City. The proposed ordinance includes changes that were recommended by the Council.

**ALTERNATIVES ANALYZED**

The City Council may

- Approve the proposed ordinance allowing hobbyist beekeeping within the City, or;
- Disapprove the proposed ordinance. Disapproving it would bring no change to the existing ordinance, which prohibits hobbyist beekeeping.

**FINANCIAL IMPACT**

There is a small financial impact to the General Fund with a recommended \$10 permit fee. Enforcement costs should be negligible.

**RECOMMENDATION**

The Animal Control Board and City staff recommend that the City Council conduct a public hearing and approve the ordinance on first reading that allows hobbyist beekeeping within the City.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Beekeeping Ordinance

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ORDINANCE NO. 17 - \_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY REVISING SECTION 4-305 AND PROVIDING THAT THE KEEPING OF A HOBBYIST APIARY SITE BY A HOBBYIST BEEKEEPER BE ALLOWED, IF PERMITTED; SETTING CERTAIN REQUIREMENTS AND A PENALTY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

**Section 1.** That Section 4-305 of the Billings, Montana City Code be amended so that such section shall read as follows:

**Sec. 4-305. Keeping apiary prohibited, except city permitted hobbyist apiary sites.**

(a) No person shall keep or maintain, on any premises, property or place in the city, hives or colonies of bees, except as allowed in this section. Nothing in this section or chapter shall be intended or interpreted to modify or supersede any applicable land use or rental restrictions including but not limited to covenants, conditions and restrictions and Montana Code Annotated landlord-tenant statutes, or individual landlord rules and policies. Further, nothing in this section or chapter shall be intended or interpreted to supersede any applicable state or federal regulation of bees or beekeeping.

(b) Definitions.

(1) Apiary means the location where one or more hives containing honeycombs or bee comb are kept.

(2) Bees means any stage of *Apis mellifera* and all European subspecies.

(3) Hive means a frame hive, box hive, observation hive, receptacle or container or part of a container, natural or artificial, used as a domicile for bees that is clearly recognized for that use.

(4) Hobbyist apiary site means an apiary site registered by a hobbyist beekeeper with the department of agriculture, provided in Sec. 2-15-3001, MCA.

(5) Hobbyist beekeeper means a person who owns a total of two (2) hives.

(c) Hobbyist apiary site permitted. A hobbyist apiary site is permitted within the city limits by a hobbyist beekeeper if the site is permitted by Animal Control. Only one hobbyist apiary site permit is allowed for an applicant and only one hobbyist apiary site permit is allowed for a single family parcel, business, or school. No apiary site is permitted on nor shall a permit be granted for two family or multi-family parcels. No apiary site shall be located in a front yard of a single family parcel, business or school.

(d) Exhibition purpose permitted. If the hobbyist apiary site is for the purpose of exhibition, the site shall be allowed one observation hive which does not have more than three (3) frames; each frame may be no larger than ten inches by twenty inches (10" x 20") in size with no more than a total of two (2) pounds of bees for the exhibit.

(e) Permitting requirements and conditions. A hobbyist beekeeper may own, use, or maintain a hobbyist apiary site within the city provided the hobbyist beekeeper first obtains an annual apiary permit from the Billings Animal Control. All hobbyist apiary sites shall be registered annually with Animal Control prior to April 1<sup>st</sup> of each year. The annual permit fee shall be established by City Council resolution.

A hobbyist beekeeper with a hobbyist apiary permit must:

(1) Certify that the hobbyist beekeeper has no more than two (2) hives on lots smaller than one acre and show proof that the

- hobbyist apiary site is registered with the State of Montana department of agriculture as a hobbyist apiary site, pursuant to section 80-6-114, Montana Code Annotated;
- (2)Certify that the hobbyist beekeeper is the owner of the bees and that the hobbyist beekeeper will personally manage, maintain and operate the apiary site;
  - (3)Certify that the hobbyist apiary site uses hives that are movable and framed with adequate space in the hive to prevent overcrowding and swarming;
  - (4)Certify that the hobbyist beekeeper will promptly ensure that the hobbyist apiary site is re-queened or united with another hive following any swarming or aggressive behavior by the bees of that site or any hive therein;
  - (5)Certify that the hobbyist beekeeper will not manipulate the hobbyist apiary site between the hours of sunset and sunrise unless the hives are being moved to or from that site or any hive therein;
  - (6)Provide the property owner's written consent allowing Billings Animal Control officers and its assigns to enter upon the property where the hobbyist apiary site is located for the purpose of compliance checks before licensing and relicensing and for the purpose of abatement and removal of the hobbyist apiary site if the permit is revoked;
  - (7)Present a site plan of the hobbyist apiary site showing:
    - i. That the hobbyist apiary site is located on property owned or leased by the hobbyist beekeeper;
    - ii. Availability of a water source that is within twenty feet (20') of the hobbyist apiary site for the active duration of the site; and
    - iii. That the hobbyist apiary site will either be kept at least fifteen feet (15') from the boundary lines of adjacent property owned by another person or public right-of-way and that there is a privacy fence barrier six feet (6') high that prohibits the direct flight of bees that is erected between the site and adjoining property.

- (f) Unpermitted apiary prohibited. It is unlawful for any person, firm or corporation to maintain any hives on its property, except for city permitted hobbyist apiary sites.
- (g) Revocation of permit. After providing ten(10) days written notice of the violation and an opportunity to correct the violation, the city administrator may revoke the permit of the hobbyist apiary site if the violation continues uncorrected after the ten (10) day period.
- (h) Changes to standards. Future changes to standards contained in this section shall require any permit holder to comply with any new standard, regulation, or condition and no notice to a permit holder is required prior to enforcement of any new standard beyond that required for adoption of a new or revised ordinance.
- (i) Penalty. Violations of this section are designated as municipal infractions and punishable by civil penalties as specified in sections 4-310 and 18-1304, BMMC. In addition, any violations will result in the hobbyist apiary permit being revoked by the city administrator.

**Section 2. Severability.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of these ordinances are declared to be severable.

**Section 3. Repealer.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 4. Effective Date.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

APPROVED on first reading this 27th day of February 2017.

ADOPTED and APPROVED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF BILLINGS

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

ATTEST:

By \_\_\_\_\_  
Denise R. Bohlman, City Clerk

**Regular City Council Meeting**

**Meeting Date:** 02/27/2017

**TITLE:** Amended Resolution establishing annual hobbyist beekeeping permit fees assessed by Animal Control Division

**PRESENTED BY:** Rich St. John, Police Chief

**Department:** City Hall Administration

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**PROBLEM/ISSUE STATEMENT**

The City Council will consider approving an ordinance that allows hobbyist beekeeping within the City. The ordinance requires each hobbyist beekeeper to obtain a permit from the City of Billings and the Council will set a permit fee by resolution. The proposed amended Resolution establishes an annual \$10 permit fee and sets an effective date that is the same as the ordinance; 30 days after 2nd reading approval.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve, or;
- Disapprove the resolution. If Council disapproves the resolution, staff will not charge a permit fee, but will still issue permits upon application.

**FINANCIAL IMPACT**

Permit fee revenue is difficult to predict, but staff believes that there will be only a few residents who choose to keep bees. Enforcement is expected to be no or low cost. The proposed fee will cover the costs of printing and issuing the permit.

**RECOMMENDATION**

Staff recommends that the City Council approve a resolution that amends Resolution No. 12-19226 by adding a \$10 annual license fee for hobbyist beekeeping and sets an effective date that is 30 days after final approval of the ordinance allowing hobbyist beekeeping within the City.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Amended Resolution Establishing Annual Hobbyist Beekeeping Permit Fees

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RESOLUTION NO. 17- \_\_\_\_\_

A RESOLUTION AMENDING RESOLUTION NO. 12-19226 ESTABLISHING FEES TO BE CHARGED BY THE CITY ANIMAL CONTROL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 4-453 of the Billings, Montana City Code provides that the City Council shall establish from time to time the fees to be charged by Animal Control; and

WHEREAS, Animal Control fees need to be changed to reflect changes to the Animal Ordinance allowing Hobbyist Beekeepers within the City limits and requiring a permit; and

WHEREAS, the City Council has duly considered the matter.

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

1. ANIMAL CONTROL FEES: The fees to be charged by Animal Control are hereby established as follows:

Licenses Registrations:

Duplicates \$2.50

Unaltered\* Dog/Cat registration for 1 year \$30.00

Spayed/neutered license registration for 1 year \$7.50

Unaltered\* Dog/Cat registration for 3 years \$80.00

Spayed/neutered registration for 3 years \$15.00

Senior Citizen 65 or older shall receive 1/2 off license registration fees.

Late fee \$ 5.00

\*Unaltered = unsprayed/unneutered.

Potentially Dangerous Dog Registration \$100.00 annually

Dangerous Dog Registration \$100.00 annually

Small Animal Permit \$30.00 annually plus license  
Registration fee for each animal

Animal Release Fee \$2.00

Disposal Fee \$30.00

Euthanasia Fee \$35.00

Rabies Submission Fee \$40.00

Veterinarian Clinic Monthly Disposal Fee \$150.00

Drug & Paraphernalia Disposal Fee \$25.00 per pound  
Maximum \$250.00 per burn

Trap Rental \$10.00 per week

Urban Chicken Permit Fee \$25.00

Annual Hobbyist Beekeepers permit Fee \$10.00

2. TERM OF FEES: Said fees shall continue in full force and effect until changed by the City Council by subsequent resolution.

3. EFFECTIVE DATE: The above resolution shall be effective Thirty (30) days after passage and approval of Hobbyist Beekeepers ordinance amending Section 4-305, BMCC.

PASSED by the City Council and APPROVED this \_\_\_\_\_.

CITY OF BILLINGS

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

ATTEST:

By \_\_\_\_\_  
Denise R. Bohlman, City Clerk

**Regular City Council Meeting**

**Meeting Date:** 02/27/2017

**TITLE:** Repeal of Hotel Registry Ordinance Section 7-602, Billings, Montana City Code

**PRESENTED BY:** Brent Brooks, City Attorney

**Department:** Legal

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**PROBLEM/ISSUE STATEMENT**

In late 2015 and early 2016, an issue arose as to the application of current City Ordinance Section 7-602. This very brief ordinance requires a hotel to keep a registry of guests occupying a room and allows a city official to inspect this hotel guest registry upon request. This ordinance has been in the City Code for decades and there is no useful legislative history as to its original intended purposes. However, the ordinance has mostly remained unutilized over the past few years and particularly since the mid-2015 U.S Supreme Court case of City of Los Angeles v. Patel struck down a similar Los Angeles, California city ordinance. Some other Montana cities have a similar ordinance, however it is unknown as to whether such similar ordinances are enforced or have been repealed.

A meeting was held with the Yellowstone County Lodging Association, Police Chief St. John, Deputy Yellowstone County Attorney Dan Schwarz and City Attorney Brent Brooks in the fall of 2015 to discuss the continued existence of the ordinance with amendments conforming to the above case or to simply repeal it. The consensus of the meeting was that the ordinance was no longer needed nor useful, should be repealed and would continue to be unenforced based on the above case pending recommended repeal.

Based on the above case and with the repeal of this ordinance, law enforcement may continue to obtain hotel registry information in one of three ways:

1. The hotel may consent to the registry access; or,
2. The hotel may refuse access and law enforcement may then apply for a search warrant to obtain access to the registry. A search warrant requires certain procedural steps and a factual basis for the search which is then presented to and reviewed and approved by a judge; or,
3. If a true emergency exists (often referred to in case law as "exigent circumstances") where there is no time to obtain a search warrant, law enforcement may require immediate access to the registry without consent and without a search warrant. This may occur depending on the facts of the specific situation indicating an emergency.

The draft of the proposed ordinance repeal is attached to this memorandum.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the repeal of Ordinance Section 7-602, or
- Disapprove repeal of Ordinance Section 7-602, or
- Amend Ordinance Section 7-602 to comply with City of Los Angeles v. Patel.

## **FINANCIAL IMPACT**

There is no financial impact with repeal of this ordinance.

## **RECOMMENDATION**

Staff recommends that the City Council conduct a public hearing and approve this ordinance repealing City Code Section 7-602 on First Reading.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Hotel Registry Repeal Ordinance

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ORDINANCE NO. 17-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS, MONTANA, PROVIDING THAT THE BILLINGS, MONTANA, CITY CODE BE AMENDED BY REPEALING SECTION 7-602 IN ITS ENTIRETY WHICH CURRENTLY REQUIRES A HOTEL REGISTRY TO BE AVAILABLE FOR CITY INSPECTION UPON REQUEST.

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

**Section 1.** That Section 7-602 of the Billings, Montana City Code is hereby repealed in its entirety.

~~Sec. 7-602. Register of guests.~~

~~Every person keeping, conducting, running or managing a motel, hotel, tourist home or rooming house and lodging house shall keep a register in which shall be entered the names of each and every person occupying any room with the number, if any, or description of the room occupied by such person. It shall be the duty of the person running such motel, hotel, tourist home or rooming house and lodging house to make such entry, or see that such entry is made in the register before such guest or lodger begins to occupy the room and to cancel such registration immediately upon the vacation of the room. Such register shall be open to the inspection of the city, at all times, day and night.~~

~~(Code 1967, § 5.38.040; Ord. No. 89-4784, § 2, 5-8-89)~~

**Section 2. Severability.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of these ordinances are declared to be severable.

**Section 3. Repealer.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 4. Effective Date.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

APPROVED on first reading this 27th day of February, 2017.

ADOPTED and APPROVED on second reading this 13<sup>th</sup> day of March, 2017.

**CITY OF BILLINGS**

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

ATTEST:

BY: \_\_\_\_\_  
Denise R. Bohlman, City Clerk

Draft For First Reading

**Regular City Council Meeting**

**Meeting Date:** 02/27/2017

**TITLE:** Public Hearing & Approval of FY2017-18 Council Work Plan

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

**Department:** City Hall Administration

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**PROBLEM/ISSUE STATEMENT**

The City Council approved an initiative on Aug. 8, 2016, to undertake strategic planning every two years. Council and staff submitted their priorities on items to be considered for the FY2017-2018 budget year. At the Jan. 21, 2017, Pre-Budget & Work Plan work session, the items on a master list were assigned quarters by which they needed to be completed.

Since then, the items have been assigned specific work session discussion dates, and both the work session schedule and the Council Initiatives have been updated to reflect those assignments. The master list of projects also has been updated to reflect those dates, and needs to be approved by the Council.

The Council's Strategic Plan will next be updated in 2019.

**ALTERNATIVES ANALYZED**

City Council must hold a public hearing and then may:

- Approve the FY2017-2018 master work plan list as presented, or;
- Amend and approve the master work plan list; or
- Disapprove the master work plan list and set another work session on the issue.

**FINANCIAL IMPACT**

The creation of the work plan has no cost beyond staff time, but individual projects will have financial consequences to be determined as studies progress.

**RECOMMENDATION**

Staff recommends that the City Council approve the FY2017-2018 master work plan list.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

FY17-18 Work Plan

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Topic	Details	CM	Budget Year	Priority	Discussion Dates
Administrator Recruitment	Determine -- funds, timeline, etc	Staff	2018	2017 Q1	2/13/2017 Initiative.
Snow Removal Policy	Budget/execution of snow removal on city side streets	*Everyone	2018	2017 Q1	4/3/17 Work Session.
Facilities Master Plan	Plan for City Hall/Justice Center/Ops Center/Etc and funding		2018	2017 Q1	4/17/17 Work Session.
Police Evidence Building	Designed, not funded. How to pay for it? Hooked with FMP	Staff	2018	2017 Q1	4/17/17 Work Session.
Unified Zoning Regulations	Total overhaul of zoning code; discussion to unify or split code?	Staff	2018	2017 Q1	4/3/17 Work Session.
4/17/17 Work Session.	Nov 2017; new mayor, 5 council seats	Staff	2018	2017 Q1	SBR 5/1/17 for election costs, electronic equipment, etc.
Dogs In Parks, Round 2	Any way to make this happen, revisit?	*Yakawich	2018	2017 Q1	Completed 2/1/17.
A/V Upgrades for Court and Council	Costs to upgrade chamber technologies	Council	2018	2017 Q1	SBR 5/1/17.
Downtown Traffic/Pedestrian	Examine how to make downtown crosswalks and driving safer.	Sullivan	2018	2017 Q1	9/5/17 Work Session after Planning completes Downtown Traffic Flow Study.
High Sierra Park	Move to General Fund; add a shelter? (Discussed 1/12, need to make a decision)	Cimmino	2018	2017 Q1	SBR 5/1/17; Staff recommends moving dog & disc golf parks to General Fund; keeping remaining parkland in PMD.
High Sierra Park	Add a shelter; updated to add port-o-lets, benches, etc	Cimmino	2018	2017 Q1	See above. Previous resolution died @ City Council.
Castle Rock Park	Costs associated with community center from PMP	*Cimmino	2018	2017 Q1	SBR 5/1/17.
Babcock Theater Investment	What to do next with Babcock theater?	Staff	2018	2017 Q1	2/21/17 Work Session.
Indigenous People's Day	Discuss renaming Columbus Day to "Indigenous Persons Day"	2015 Council Leftover		2017 Q1	3/20/17 Work Session; staff is investigating Native American Day recognition.
Annexation Map	Put areas in/out of "orange/red". Inner Belt Loop focused?	Brewster		2017 Q1	2/21/17 Work Session.
TIFD Review	Develop Policies regarding TIF	Brewster		2017 Q1	Discussed 2/6/17; next Work Session 3/6/17.
Pawnbroker	Require Proof of ID	McFadden		2017 Q1	3/13/17 Agenda.
Park Safety	Park ranger discussion? How to fund?	Staff	2018	2017 Q1	SBR 5/1/17.
Inner Belt Loop+ extra road projects	How to fund? What to do? Etc? . *UPDATED* Do we want to float a bond?	Brewster	2018	2017 Q1	Waiting for State Legislature decision on Gas Tax. If not approved, need to prioritize roads, parks, transit, public safety elections?
Medical Marijuana Zoning	Discuss after effects of medical marijuana initiative.	Clark		2017 Q2	3/6/17 Work Session.

Disposal of Excess Parklands	Examine excess parklands	Cromley		2017 Q2	6/19/17 Work Session.
Commercial Noise Ordinance	CE for commercial ordinances	McFadden		2017 Q2	3/27/17 Agenda.
Form of Govt/Election/Charter	Form a committee to review charter/type of government/other charter changes	Staff	2019	2017 Q3	7/17/17 Work Session.
Oasis Bond	Discussion on releasing bond for water park	*Cimmino		2017 Q3	7/17/17 Work Session.
P-card policy	Update and enforce policy	*Cimmino		2017 Q3	8/7/17 Work Session.
Public Safety District	Evaluate opportunities to decrease property tax burden by creating an assessed district	Clark	2019	2017 Q3	8/21/17 Work Session.
Enhanced Safety Zones	Increased fines for traffic violations in safety areas	Sullivan		2017 Q3	8/21/17 Work Session.
Minimum Building Standards	Homes must be liveable; State will not change its code, staff preparing amendments to Nuisance Code.	Yakawich/Cromley		2017 Q3	8/7/17 Work Session.
Departmental Software Upgrades	Innoprise ERP; long term replacement - investigate in 3-4 years; storage for permanent files	Staff	2019	2017 Q4	10/3/17 Work Session.
Citizen Engagement Specialist	Billings City Public Engagement	Staff	2019	2017 Q4	11/6/17 Work Session.
Barrett Road	Costs associated with upgrading road; determine how city fits into funding/executing	*Cimmino		2017 Q4	9/18/17 Work Session. 80% of Road in County; possible RSID?
Recycling	Examine how the City can promote recycling-- ad hoc committee? Reps from private haulers important	*Cromley		2017 Q4	12/4/17 Work Session.
Park Bond	Placeholder for bond election for Centennial, Optimist(?), and Castle Rock improvements	*Sullivan		2017 Q4	11/6/17 Work Session. Need to prioritize roads, parks, transit, public safety elections?
Neighborhood vs. PMD Park	Policy to switch funding from neighborhood assessment to PMD.	All		2017 Q4	12/4/17 Work Session.
Bicycles on streets	Alignment between downtown and rest of city.	Friedel		2017 Q4	10/16/17 Work Session.
Transit MET Funding	Running out of reserves; what's next? Transportation Levy to ballot?	Staff	2019	2017 Q4	10/3/17 Work Session. Need to prioritize roads, parks, transit, public safety elections?
Prostitution/Trafficking	Placeholder for discussion -- still formulating	Yakawich		2017 Q4	11/20/17 Work Session.
Cost of Services Study	Determine cost of services for citizens	Staff		2017 Q4	9/18/17 Work Session.
Solution for Higher Crime Areas	What to do with areas that are constantly using police resources	Brewster		2017 Q4 Combine with PSD	8/21/17 Work Session.
Conference/Meeting Room Technology	Improvements/additions to meeting spaces, budget item	Staff	2019	After Facility discussion	4/7/17 Work Session.
Charter Review	Move legal dept? Any other charter issues to bring up?	Friedel	2019	Link to previous comment	7/17/17 Work Session.
Ordinance Review	Relook at ordinances that are out-of-date, out of scope, and need cleanup	Sullivan	2018-2020	Ongoing -- need timeline	4/3/17 Work Session. Discussion; 7/17/17 fwork session results of code corporation review.

**Projects**

Strategic Theme	Topic	Details	CM	
Transportation	Inner Belt Loop	How to fund? What to do? Etc? ROW with Morledges. *UPDATED* Do we want to float a bond?	Brewster	Honest Responsive Government
Honest Responsive Government	Online Business Licensure	Not sure where we are at on this? We were awaiting a software upgrade	Brown	Comprehensive Orderly Growth
Involved United Community	Indigenous People's Day	Discuss renaming Columbus Day to "Indigenous Persons Day"	2015 Council Leftover	Transportation
Quality of Life	High Sierra Park	Move to General Fund; add a shelter? (DISCUSSED 1/12, need to make a decision)	Cimmino	Sustainable Economic Development
Public Safety	Public Safety District	Evaluate opportunities to decrease property tax burden by creating an assessed district	Clark	Involved United Community
Public Safety	Downtown Traffic/Pedestrian	Examine how to make downtown crosswalks and driving safer.	Sullivan	Public Safety
Honest Responsive Government	Ordinance Review	Relook at ordinances that are out-of-date, out of scope, and need cleanup	Sullivan	Quality of Life
Public Safety	Minimum Building Standards	Homes must be liveable; requires some State Leg. Changes	Yakawich	City Infrastructure
Public Safety	Solution for Higher Crime Areas	What to do with areas that are constantly using police resources	Brewster	
Quality of Life	High Sierra Park	Add a shelter; updated to add port-o-lets, benches, etc	Cimmino	
Comprehensive Orderly Growth	Annexation Map	Put areas in/out of "orange/red". Inner Belt Loop focused?	Brewster	
Honest Responsive Government	TIFD Review	Develop Policies regarding TIF	Brewster	
Honest Responsive Government	Charter Review	Move legal dept? Any other charter issues to bring up?	Friedel	
Quality of Life	Snow Removal Policy	Budget/execution of snow removal on city side streets	*Everyone	
City Infrastructure	Light Districts	Any way to do them better?	*Yakawich	
City Infrastructure	Curb and Gutter	South Park improvements	*Yakawich	
Quality of Life	Code Enforcement Improvements	How to fund, add positions, etc?	*Yakawich	
Honest Responsive Government	Metrics - Measuring Performance	Implement trackable performance measures by department	*Sullivan	
Quality of Life	Park Bond	Placeholder for bond election for Centennial, Optimist(?), and Castle Rock improvements	*Sullivan	
Honest Responsive Government	Oasis Bond	Discussion on releasing bond for water park	*Cimmino	
Quality of Life	Recycling	Examine how the City can promote recycling-- ad hoc committee? Reps from private haulers important	*Cromley	
Honest Responsive Government	P-card policy	Update and enforce policy	*Cimmino	
Honest Responsive Government	Ethics Advisory Board	Policies and training for board -- did we make a formal repeal of board and send to City Atty	*Cimmino	
Transportation	Barrett Road	Costs associated with upgrading road, determine how city fits into funding/execution	*Cimmino	
Quality of Life	Castle Rock Park	Costs associated with community center from PMP	*Cimmino	
Transportation	Transit Funding	Running out of reserves; what's next?	Staff	
Public Safety	Police Evidence Building	Designed, not funded. How to pay for it?	Staff	
Quality of Life	Babcock Theater Investment	What to do next with Babcock theater?	Staff	
Honest Responsive Government	Council/Mayoral Election	Nov 2017; new mayor, 5 council seats	Staff	
City Infrastructure	Conference/Meeting Room Technology	Improvements to meeting spaces, council chamber technology (?), budget item	Staff	
Honest Responsive Government	Administrator Recruitment	Determine -- funds, timeline, etc	Staff	
City Infrastructure	Garage and Parking Technology	Admin to discuss	Staff	
Quality of Life	Park Safety	Park ranger discussion? How to fund?	Staff	
Comprehensive Orderly Growth	Unified Zoning Regulations	Admin to discuss	Staff	
Honest Responsive Government	Form of Govt/Election/Charter	Form a committee to review charter/type of government/other charter changes	Staff	
City Infrastructure	Departmental Software Upgrades	Admin to discuss	Staff	
City Infrastructure	New City Hall/Justice Center	From 2016 Facility Master Plan	Staff	
City Infrastructure	Billings Op Center expansion/relo	From 2016 Facility Master Plan	Staff	
City Infrastructure	Downtown Parking Structures	Admin to discuss	Staff	
Honest Responsive Government	Citizen Engagement Specialist	Press Secretary/PIO redux?	Staff	

**Ordinances**

<b>Strategic Theme</b>	<b>Topic</b>	<b>Details</b>	<b>CM</b>
Public Safety	Towing—no insurance/license	Discuss towing vehicles where driver has no insurance and/or license	*Sullivan

***Extra Stuff***

<b>Strategic Theme</b>	<b>Topic</b>	<b>Details</b>	<b>CM</b>
Honest Responsive Government	SID 1404	Turn lane in Copper Ridge	Sullivan

**Regular City Council Meeting**

**Meeting Date:** 02/27/2017

**TITLE:** Resolution Creating an Ad-Hoc Council Advisory Committee for City Administrator selection process

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

**Department:** City Hall Administration

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**PROBLEM/ISSUE STATEMENT**

Billings, Montana City Code (BMCC), Section 4.01. City Administrator: Employment, Compensation, Qualifications, requires the City Council to employ a City Administrator on the basis of merit for an indefinite term. The Administrator shall not be the Mayor or a Councilmember at the time of employment and need not be a resident of the City or state at the time of employment.

The current City Administrator's contract expires September 30, 2017, and the Administrator has indicated the intent to retire, rather than renew the contract. At the January 23, 2017, Business Session, the Council created an initiative to create an ad-hoc Council advisory committee under BMCC Sec. 2-224, Ad hoc Council advisory committee.

**ALTERNATIVES ANALYZED**

City Council may:

- Appoint a committee to begin the selection process of hiring a new City Administrator; or
- Postpone the process slightly.

**FINANCIAL IMPACT**

The cost of hiring a search firm would occur primarily in Fiscal Year 2017 (FY17) and would require a budget amendment. The recruitment and relocation of a City Administrator could be budgeted in the FY18 budget.

**RECOMMENDATION**

Staff recommends approving the resolution creating an ad-hoc Council advisory committee for the City Administrator selection process and select its committee members.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Res. Creating Ad-Hoc Council Advisory Committee Re City Administrator

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**RESOLUTION NO. 17-\_\_\_\_\_**

**A RESOLUTION OF THE BILLINGS CITY COUNCIL  
CREATING AN AD HOC COUNCIL ADVISORY  
COMMITTEE ON APPOINTMENT OF A NEW CITY  
ADMINISTRATOR**

**WHEREAS**, the current City Administrator's contract expires on September 30, 2017, and the Administrator has indicated an intent to retire rather than renewing the contract; and

**WHEREAS**, past City Councils have conducted national searches for the City Administrator with the assistance of professional governmental recruiting firms; and

**WHEREAS**, the City Council approved an initiative at the January 23, 2017, business session to create a selection subcommittee consisting of 4 or 5 sitting Council members and two former Council Members who were experienced in previous City Administrator selection processes; and

**WHEREAS**, BMCC Sec. 2-224 Ad hoc council advisory committee, requires such a committee be created by a resolution that establishes the committee's purpose, scope of responsibilities, composition and duration of service.

**NOW, THEREFORE, THE BILLINGS CITY COUNCIL HEREBY RESOLVES** that a \_\_-member ad-hoc Council advisory committee be created to recommend to the City Council no later than December 31, 2017, how to proceed with the selection process for a new City Administrator; and

**FURTHER, THE CITY COUNCIL RESOLVES** that the committee should consist of the following members:

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)

**AND, FURTHER, THE CITY COUNCIL RESOLVES** that the City Administrator shall name such staff as are needed to support the ad hoc committee in its investigations.

**APPROVED** this 27<sup>th</sup> day of February, 2017.

CITY OF BILLINGS

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

ATTEST:

BY: \_\_\_\_\_  
Denise R. Bohlman, City Clerk