

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

November 13, 2018

5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Mayor Cole

ROLL CALL: Councilmembers present on roll call were:

☐ Cromley, ☐ Yakawich, ☐ Brewster, ☐ Ewalt, ☐ Joy, ☐ Friedel, ☐ Gibbs, ☐ Ronning,
☐ Clark, ☐ Brown

MINUTES: October 22, 2018

COURTESIES:

PROCLAMATIONS: Small Business Saturday - November 24, 2018

ADMINISTRATOR REPORTS - BRUCE MCCANDLESS

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: 1 and 2 ONLY. Speaker sign-in required. (Comments are limited to one (1) minute for one item, or three (3) minutes for multiple items. Please sign the roster located on the cart at the back of Council chambers or at the podium. Comments 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. **Professional Services Contract** for City's Third Party Administrator for medical and dental claims processing; Employee Benefit Management Services, LLC (EBMS).
- B. **Professional Engineering Services Contract** for W.O. 19-01: Schedule 1, 1st Avenue North Water Main Replacement for design and construction administration, Sanderson Stewart; not to exceed \$776,650.
- C. **Professional Engineering Services Contract** for W.O. 19-01: Schedule 2, Montana Avenue Sewer Main Replacement for design and construction administration, Morrison-Maierle, Inc.; not to exceed \$369,050.
- D. **Umbrella Agreement** with State of Montana, Department of Justice, Natural Resource Damage Program and the City of Billings, for grant funding.
- E. **Limited Commercial Aviation Building and Ground Lease 5-Year Renewal** with Aero Interiors (11/1/2018-10/31/2023); first year revenue - \$24,276; subsequent years adjusted annually using the Consumer Price Index for All Urban Consumers (CPI-U).
- F. **U.S. Department of Homeland Security Grant** for the bomb squad for training and equipment; \$89,982.44.
- G. **Amended SIA Phasing Plan** of Lots 1A, 1B and 1C, Block 6 of Parkland West Subdivision, 1st Filing.
- H. **Bills:**
 - 1. October 1 and 2, 2018
 - 2. October 4 and 9, 2018
 - 3. October 15, 2018

REGULAR AGENDA:

- 2. **TEAMSTERS LOCAL 190 UNION CONTRACT (7/1/2018-6/30/2021).** Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

PUBLIC COMMENT on “NON-AGENDA ITEMS”. Speaker Sign-in required. *(Restricted to ONLY items not on this printed agenda. Comments are limited to 3 minutes. Please sign the roster located on the cart at the back of 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: 11/13/2018

TITLE: Third Party Administrator - Health and Dental Plans

PRESENTED BY: Karla Stanton, Human Resources Director

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

The City's medical and dental insurance plans are self-funded. The claims are processed by a third party administrator (TPA). A TPA is an organization that processes insurance claims. This is viewed as "outsourcing" the administration of the claims processing, since the TPA is performing a task traditionally handled by an insurance company. The contract for the City's third party administrator expires on December 31, 2018. Therefore, Gallagher Benefit Services, Inc., in conjunction with the City, conducted a Request for Proposals (RFP) in June 2018. Three vendors met the minimum requirements of the RFP, and on July 19, 2018, a Health Insurance subcommittee met to select the City's Third Party Administrator, effective January 1, 2019. Employee Benefit Management Services, LLC (EBMS) was selected to continue providing this valuable service to the City.

ALTERNATIVES ANALYZED

City Council may:

- Approve; or
- Disapprove the agreement.

FINANCIAL IMPACT

The City has paid \$409,000 and \$417,000 in fees the past two years to Employee Benefit Management Services for the following services:

- Medical claims administration
- Dental claims administration
- Prescription drug/network administration
- Medical network access and administration
- FSA and HSA plan administration
- 6055/6056 ACA reporting
- Other services as deemed necessary by the City

The administrative fees will increase 3.5% in 2019, and will remain the same for 2020 and 2021. In 2022, the fees will increase 2.5% and in 2023, fees will increase 2%. The health insurance budget has adequate funding to cover the administrative fees.

RECOMMENDATION

Staff recommends approval of the contract with Employee Benefit Management Services, LLC, to continue as the City's Third Party Administrator for medical and dental claims processing.

APPROVED BY CITY ADMINISTRATOR

Attachments

EBMS Agreement



Insurance | Risk Management | Consulting

6300 S. Syracuse Way, Suite 700
Centennial, CO 80111
USA

303-889-2700
www.ajg.com

August 9, 2018

Julie Nelson
Account Manager
Employee Benefit Management Systems, Inc.
2075 Overland Avenue
Billings, MT 59104

Re: Notice of Award

Dear Julie:

The City of Billings is pleased to announce that it has selected Employee Benefit Management Systems (EBMS) to continue as medical, prescription drug and dental claims administrator effective January 1, 2019. Services and fees are to be consistent with your written proposal and subsequent best and final offer. Attached is a summary of the accepted fees.

Services include (but are not limited to) the following:

- Medical claims administration
- Dental claims administration
- Prescription drug/ network administration
- Medical network access and administration
- FSA and HSA plan administration
- 6055/6056 ACA reporting
- Other services as deemed necessary by the City of Billings

The award will be for five years and may be extended at the discretion of the City of Billings. Fee guarantees for subsequent years are noted in your proposal and best and final offers.

On behalf of the City of Billings, we look forward to continuing the current relationship with your organization in providing continued exemplary benefits for the City's employees, retirees and their dependents.

Sincerely,

Kelly K. Dvorak
Account Executive

cc: Karla Stanton, City of Billings
Leta Lintern, City of Billings,



Liz Kampa, City of Billings
Don Heilman, Gallagher Benefit Services, Inc.
Kathy Hamm, Gallagher Benefit Services, Inc.

EMPLOYEE BENEFIT MANAGEMENT SERVICES, LLC

ADMINISTRATIVE SERVICES AGREEMENT

For

CITY OF BILLINGS

EMPLOYEE BENEFIT MANAGEMENT SERVICES, LLC

ADMINISTRATIVE SERVICES AGREEMENT

THIS Administrative Services Agreement ("Agreement") is entered into effective this 1st day of January, 2019, by and between, City of Billings, P.O. Box 1178, Billings, MT 59103, hereinafter referred to as the "Plan Sponsor," and Employee Benefit Management Services, LLC, of 2075 Overland Avenue, Billings, Montana 59102, hereinafter referred to as the "Contract Administrator."

WHEREAS, The Plan Sponsor has established an employee benefit plan, hereinafter called the "Plan", which provides for payment of certain welfare benefits to and for certain eligible individuals as defined by the Plan's master plan document, hereinafter called the "Plan Document", such individuals being hereinafter referred to as "Plan Members"; and,

WHEREAS, The Plan Sponsor desires to engage the services of the Contract Administrator to provide certain services with respect to the Plan as enumerated below;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SEC. I **DUTIES AND RESPONSIBILITIES OF PLAN SPONSOR**

- 1.01 The Plan Sponsor is the Plan Administrator and retains ultimate discretionary authority and all final authority and responsibility for the Plan and its operation. The Plan Sponsor delegates to Contract Administrator only non-discretionary authority to assist Plan sponsor in the development, maintenance and administration of the Plan as specifically described in this Agreement or as mutually agreed to in writing. Any function not expressly delegated by Plan Sponsor to, and agreed to be assumed by Contract Administrator in writing pursuant to this Agreement shall remain the sole responsibility of Plan sponsor.
- 1.02 The Plan Sponsor retains sole authority and responsibility to develop and maintain benefit designs, related plan descriptions and trust documents that comply with all applicable state and federal laws and their implementing regulations. Plan Sponsor agrees that compliance of its Plan is the sole responsibility of Plan Sponsor and will secure review of such documents from Plan Sponsor's legal counsel, as necessary. Plan Sponsor acknowledges that certain benefit design options, if elected by the Plan Sponsor, or the payment of ineligible medical claims for a Plan Member may create taxable income to Plan Member(s) and/or to Plan Sponsor, and as the employer, retains sole responsibility to ensure the Plan Member(s) is properly notified of any tax consequences of the benefit design or payment of an ineligible claim.
- 1.03 The Plan Sponsor shall have final authority in determining issues of eligibility and coverage under the Plan and claims to be paid by the Plan with the express exception of the amount of any claim eligible for reimbursement.
- 1.04 The Plan Sponsor shall have final authority as to the investment (if any) and use of any assets to fund the Plan.
- 1.05 The Plan Sponsor shall procure stop-loss coverage at levels sufficient to ensure the viability of the Plan, and shall determine and maintain the funding level required for prompt payment of all expenses incurred by the Plan. Such expenses shall include but shall not be limited to:
 - (a) specific and/or aggregate stop-loss insurance premiums;
 - (b) other insurance premiums;
 - (c) appropriate reserves for both reported and unreported claims; and
 - (d) payment of benefits pursuant to the Plan.
- 1.06 The Plan Sponsor shall be responsible for collecting all appropriate contributions to the Plan from all Plan Members. Failure to collect any such contributions shall not relieve the Plan Sponsor from its funding obligation to the Plan.

1.07

The Plan Sponsor shall be responsible for taking the following actions to facilitate the proper performance of the Contract Administrator's responsibilities:

- (a) provide the Contract Administrator with a complete and accurate list of all individuals eligible for benefits under the Plan, and who are enrolled in the Plan, by online entry of such information or by such other method as the parties may agree from time to time prior to the Effective Date;
- (b) notify the Contract Administrator, no less than monthly, of any changes in eligibility and participation. Notice of Plan Member termination must be given within thirty (30) days of the termination. Under no circumstances shall credits for administrative fees be retroactive beyond two (2) months, or to the beginning of the Initial Term or subsequent Renewal Term, whichever is shorter;
- (c) review, approve and distribute to all eligible Plan Members (and return to Contract Administrator when necessary) all appropriate and necessary materials and documents, including but not limited to, Plan Documents, summaries of benefits, identification cards, enrollment forms, applications and notice forms as may be necessary for the operation of the Plan or to satisfy the requirements of State or Federal laws or regulations;
- (d) provide the Contract Administrator with copies of any and all revisions or changes to the Plan Document as soon as is reasonably known, but no later than sixty (60) days before the effective date of the changes, or as otherwise required under applicable law;
- (e) satisfy any and all required reporting, required responses, and disclosure requirements imposed by law and/or solicited from any and all governmental agencies;
- (f) maintain bank account(s) in the name of the Plan, in a financial institution mutually agreed upon by the Plan Sponsor and Contract Administrator, from which checks or drafts are issued to cover expenses of the Plan, hereinafter referred to as the "Plan Sponsor Account;"
- (g) provide the Contract Administrator with any additional information incidental to the Plan, as may be requested by the Contract Administrator from time to time;
- (h) review and respond to all final internal adverse benefit determinations as may be required in the Plan Document;
- (i) perform any non-discrimination testing on the Plan as required by law; and
- (j) provide adequate and timely funding and/or payment to satisfy all state and/or federal regulations, including but not limited to PPACA assessments, taxes, fees, and/or penalties, state or other federal agency fees, assessments, and taxes, upon the applicable effective date, whether known or unknown at the time of executing this Agreement. This provision shall survive the termination of this Agreement, as Plan Sponsor is solely responsible for any applicable assessments, taxes, fees and/or penalties associated with the Plan or related to the Plan Sponsor's requirements to offer coverage.

1.08

Plan Sponsor shall hold information that is proprietary to Contract Administrator confidential ("Confidential Information") and shall not use or disclose such information without the consent of Contract Administrator. Confidential Information shall include ideas, concepts, techniques, works of authorship, know-how, finances, plan designs, development plans, current or proposed products or services, processes, PPO network or provider discount arrangements, pharmacy benefit management arrangements, client lists, including prospective clients, employees, business relationships, fee schedules, provider reimbursement, and information of third parties that is subject to separate confidentiality protections, (whether transferred orally, in writing, visually, electronically or by any other means) furnished (whether before or after the date hereof) by Contract Administrator. Confidential Information shall include this Agreement except where this Agreement is required to be disclosed by the Freedom of Information Act or similar state law. Confidential Information shall not include information that: (i) is or becomes publicly available other than as a result of a disclosure by a party, (ii) is or becomes available to a party on a non-confidential basis from a source (other than a party to this Agreement) which is not prohibited from disclosing such information to another party by a legal, contractual or fiduciary obligation, (iii) is independently developed by a party to this Agreement as demonstrated by written or documented evidence or (iv) was known by a party to this Agreement prior to disclosure for this Agreement.

SEC. II

DUTIES AND RESPONSIBILITIES OF THE CONTRACT ADMINISTRATOR

2.01

The Contract Administrator agrees to perform the following administrative services for the Plan Sponsor:

- (a) assist in the preparation and printing of a Plan Document, summaries of benefits, identification cards, and other material necessary to the operation of the Plan;
- (b) process and adjudicate all claims presented for payment in accordance with the Plan Document, including but not limited to reasonable investigatory work in determining claim eligibility, and preparing and distributing benefit checks, and Explanation of Benefits to Plan Members and/or service providers, as applicable;
- (c) Contract Administrator shall review and respond to appeals made by Plan Members of adverse benefit determinations as may be required in the Plan Document; as noted in Section 1, Plan Sponsor shall retain final authority to decide appeals and shall be the “appropriate named fiduciary” for purposes of Section 503 of ERISA (as defined herein);
- (d) To the extent set forth in the Plan Document, Contract Administrator, on behalf of Plan Sponsor, will facilitate reviews required by an Independent Review Organization (IRO). The Contract Administrator will submit all documentation regarding the appeal to the IRO and work with the IRO as needed to complete its review. The Contract Administrator will pass all costs of the IRO review on to the Plan Sponsor as described on Schedule A. Plan Sponsor will be responsible for collecting any allowable reimbursements from the Plan Member;
- (e) corresponding with Plan Members and their representatives regarding possible third-party liability for expenses paid by the Plan on Plan Member’s behalf, as set forth in Schedule L, Contract Administrator shall have no responsibility or liability for the refusal of Plan Members or their representatives to reimburse the Plan for such expenses. Contract Administrator shall have no obligation to take any legal action to enforce the Plan’s subrogation rights;
- (f) respond to inquiries from the Plan Sponsor, Plan Members and service providers concerning requirements, procedures or benefits of the Plan, though such information shall not constitute a determination of benefits that will be paid under the Plan or a guarantee or certification to anyone that any amount will be paid. Benefit determinations can only be made after a complete claim is submitted and fully processed by the Contract Administrator, and are subject to all eligibility requirements, limitations, exclusions and other provisions in effect when a claim is processed;
- (g) maintain all claim files for the Plan in accordance with Section VI hereof;
- (h) in addition to utilization reports, prepare and provide monthly reports of contributions received from the Plan Sponsor and all disbursements made from the Plan. Standard reports that can be produced by the automated claims system in use by the Contract Administrator, will be available to the Plan Sponsor. Contract Administrator shall provide these reports to the authorized individuals designated by Plan Sponsor to receive and disclose the protected health information of Plan Members. Plan Sponsor shall have full responsibility to ensure its designated Plan representatives use and disclose this confidential protected information in a manner consistent with the requirements of HIPAA and other applicable laws, as amended. Unless required by law, under no conditions will the Plan Sponsor use the information provided in any manner that could jeopardize an individual’s privacy or inconsistent with its role as the Plan Sponsor and Plan Administrator;
- (i) provide the Plan Sponsor with an annual summary report of the operation of its Plan;
- (j) provide information necessary for, and assist the Plan Sponsor in, preparing reports required by any local, state or federal government pertaining to the operation of the Plan. Additional compensation shall be negotiated between the parties for any reports or information requested or required by Plan Sponsor to respond to document requests made in the course of a government investigation or audit or a court proceeding (including but not limited to a subpoena and document requests) or to an agency or court order;
- (k) assist the Plan Sponsor with the establishment of rates and provide the Plan Sponsor with information on rate structures for comparable benefit programs; and

- (l) obtain quotations, as requested by Plan Sponsor, for policies of insurance, if available, including stop-loss or excess risk coverage and/or ancillary coverages such as life and AD&D. The decision to purchase any such insurance shall be made solely by Plan Sponsor. Contract Administrator makes no representations or warranties regarding the adequacy of any particular coverage or carrier. Contract Administrator may receive commissions or other compensation in connection with Plan Sponsor's purchase of such insurance as described in the accompanying disclosure Schedule.
 - (m) provide electronic files of Plan Sponsor's data, including but not limited to claims, eligibility, and accumulators, to Contract Administrator's vendor partners for claims processing and other plan administration activities in standard file formats for a standard maintenance fee. If Plan Sponsor requests that Contract Administrator provide an electronic file to Plan Sponsor's third party vendor for which Contract Administrator does not have a standard file format or that Contract Administrator provide a customized file format for its vendor partner, Contract Administrator will assess Plan Sponsor the custom EDI file format fee and the custom maintenance fee. A custom EDI file format fee will be assessed to Plan Sponsor for each request of Plan Sponsor's third party vendor to change the custom file extract.
- 2.02 The Plan Sponsor may contract with Contract Administrator to provide claim payment services (run-in) for those claims which were incurred prior to the Effective Date of this Agreement. A fee may be charged on a per transaction basis. A transaction is considered any and all activities that generate an Explanation of Benefit or other benefit determination.
- 2.03 Contract Administrator shall cooperate with the Plan Sponsor in the defense of any action arising out of matters related to Plan Sponsor's Plan, and make available to Plan Sponsor and its counsel, documentation relating to or relevant to the action as Contract Administrator may have as a result of the performance of its obligations under this Agreement. The defense of any legal action or proceeding brought to recover a claim for benefits or other matter involving the Plan shall not be the obligation of the Contract Administrator, and all fees, expenses or costs attributable to the defense shall be the sole responsibility of Plan Sponsor. In the event that Contract Administrator pays any such fees and costs, either for its own defense or to support the defense of Plan Sponsor, Plan Sponsor shall immediately reimburse Contract Administrator and the remedies of Section 3.03 shall apply.
- 2.04 Contract Administrator will perform the function of filing the information reporting returns (Form 1099) with the IRS under the Tax Identification Number of Contract Administrator. Contract Administrator and the Plan Sponsor agree that Plan Sponsor is solely responsible for said reporting.
- 2.05 Contract Administrator and Plan Sponsor agree that any and all functions performed by Contract Administrator on behalf of the Plan Sponsor do not give rise to Contract Administrator acting as a "fiduciary" of the Plan. Both parties agree that the Contract Administrator is not a fiduciary of or for the Plan; that Contract Administrator does not have discretionary authority or discretionary control with respect to the management of the Plan; that Contract Administrator does not exercise any authority or control with respect to the management or disposition of the assets of the Plan; that Contract Administrator does not render investment advice; and with respect to the foregoing, the Contract Administrator has no authority or responsibility to do so.

SEC. III FEES OF THE CONTRACT ADMINISTRATOR

- 3.01 The Contract Administrator shall receive consideration in accordance with Schedule A herein incorporated by reference or as otherwise specifically denoted on another Schedule.
- 3.02 The Administrative Fees must be received by the Contract Administrator on or before the 10th day of the month for which they are due. The Administrative Fees described in Schedule A are payable in advance and may be deducted monthly by the Contract Administrator from the Plan Sponsor Account.
- 3.03 If the Plan Sponsor, for any reason whatsoever, fails to make a required fee payment by the 30th day of the month in which it is due, the Contract Administrator may:
 - (a) after written notice to Plan Sponsor, suspend the performance of its services to the Plan Sponsor until such time as the Plan Sponsor makes the proper remittance;
 - (b) charge interest to the Plan Sponsor on all past due fees at the rate of one and one-half percent (1½%) per month or the maximum rate allowed by law, whichever is less;

- (c) cease retroactively to the end of the month for which full payment was last received, all administrative services; and/or
- (d) commence termination of this Agreement in accordance with Section VIII.

- 3.04 In the event Contract Administrator advances any sums to a vendor or a state and/or federal agency on behalf of the Plan Sponsor, Plan Sponsor agrees to immediately reimburse Contract Administrator in full and the remedies in Section 3.03 will apply. This provision shall survive the termination of this Agreement.
- 3.05 If the number of participants enrolled in the Plan decreases by twenty-five percent (25%) or more when compared to the number of participants enrolled as of the first day of each year of the Initial Term or a subsequent Renewal Term, Contract Administrator shall have the right to prospectively adjust its administrative fee. Contract Administrator shall provide notice to the Plan Sponsor of the change in its administrative fee at least thirty (30) days prior to the effective date of such change. The written notice shall describe the change and the effective date thereof, and explain the Plan Sponsor's right to reject the change and terminate the Agreement without penalty. If such change is unacceptable to the Plan Sponsor, either party shall have the right to terminate the Agreement without penalty by giving written notice of termination to the other party before the effective date of the change. If Plan Sponsor accepts the proposed change, Contract Administrator shall provide a revised Schedule A that will then become part of this Agreement without the necessity of securing Plan Sponsor's signature on the Schedule. If Plan Sponsor fails to respond to the notice and does not terminate the Agreement during the notice period, Plan Sponsor will be deemed to have approved the proposed changes and Contractor Administrator shall provide a revised Schedule A that will then become part of this Agreement without the necessity of securing Plan Sponsor's signature on the Schedule. . An adjustment to Contract Administrator's administrative fee pursuant to Section 3.05 shall take effect the first of the month following the date of notice to Plan Sponsor, unless the parties agree otherwise. The adjustment may be made regardless of any rate guarantee that may be in place for that period of time. Failure by the Plan Sponsor to pay the adjusted administrative fee is subject to remedies of Section 3.03.
- 3.06 The Contract Administrator shall not provide or be responsible for the expenses and cost of legal counsel, actuaries, certified public accountants, consulting physicians, consulting dentists, medical and other review charges for special claims investigations, independent medical review services or similar services performed for the Plan Sponsor. With the exception of independent medical reviews, the Contract Administrator shall not be authorized to engage such services or incur expense or cost therefore without the consent of the Plan Sponsor. Plan Sponsor hereby consents to reimburse Contract Administrator for any expense or cost incurred on behalf of the Plan Sponsor for said independent medical review services as set forth on Schedule A.
- 3.07 If Plan Sponsor fails to pay any undisputed fee, expense, tax, assessment, penalty, and/or any other sum due under this Agreement, Plan Sponsor shall pay all reasonable expenses incurred by Contract Administrator in collecting those sums, including reasonable attorney fees and costs.

SEC. IV **CLAIMS PAYMENT**

- 4.01 On a weekly basis, or as otherwise directed by the Plan Sponsor, the Contract Administrator shall provide a list of claims approved for payment under the Plan. The Plan Sponsor shall deposit sufficient funds in the Plan Sponsor Account to cover the approved claims within five (5) business days. The Contract Administrator shall issue checks from the Plan Sponsor Account to pay approved claims.
- 4.02 If the Plan Sponsor, for any reason whatsoever, fails to deposit sufficient funds in the Plan Sponsor Account within twenty (20) business days from the date requested by the Contract Administrator, or if the Contract Administrator has reasonable concerns regarding the Plan Sponsor's ability to sufficiently fund claims, the Contract Administrator may immediately, with prior notice to the Plan Sponsor, suspend or terminate the prescription drug card (if applicable), suspend all claims paying activities, notify PPO networks, the DOL, healthcare providers, participants, beneficiaries, and vendors, as applicable and/or take other necessary legal action until sufficient and timely claims funding is established.
- 4.03 Plan Sponsor acknowledges that Preferred Provider Organization (PPO) discounts may not be available for any claim "paid" outside of the terms of the PPO contract. Paid typically means processed, funded and mailed or electronically deposited in an account for the provider.

- 4.04 Plan Sponsor acknowledges that claims must be paid according to the terms of the underlying stop loss contract, if applicable, or the Plan Sponsor may not be reimbursed for claims that may otherwise qualify for reimbursement. Paid typically means processed, funded and mailed or electronically deposited in an account for the provider.
- 4.05 Contract Administrator shall not be responsible for any late filings, penalties, fines, taxes, assessments, lost PPO discounts, unrealized stop-loss reimbursements, etc., that may result from late or inadequate funding (from any source), suspension or cessation of performance described herein.
- 4.06 Contract Administrator has no financial responsibility to the Plan Sponsor, or any other party, to pay for any professional, hospital or other bills related to a Member. Plan Sponsor will resolve billing and administrative issues directly with Providers. Upon request, the Contract Administrator will facilitate communications between Provider and Plan Sponsor to resolve billing and administrative issues.

SEC. V

LIMITS OF THE CONTRACT ADMINISTRATOR'S RESPONSIBILITY

- 5.01 If a claim adjudication error should be discovered, the Contract Administrator shall use diligent efforts toward the recovery of any loss therefrom. Contract Administrator shall not be required to initiate legal proceedings for any such recovery and shall have no liability for such errors, provided they are reasonable, made in good faith, and within acceptable industry standards.
- 5.02 It is understood and agreed that the Contract Administrator is, and shall remain, an independent contractor with respect to the services being performed and shall, for no purpose, be deemed an employee or fiduciary of the Plan Sponsor.
- 5.03 It is understood and agreed that the Contract Administrator is not a "Plan Sponsor", "Plan Administrator" or "Fiduciary" of or for the Plan within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA") or applicable state law. Notwithstanding anything in the Agreement to the contrary, any delegation of authority or duties pursuant to this Agreement construed by a court of law or governmental agency to make the Contract Administrator such a Plan Administrator or fiduciary shall be null and void, and such duties are hereby retained by the Plan Sponsor. Accordingly, the services to be performed by Contract Administrator shall be limited to the ministerial services set forth in this Agreement and the performance by Contract Administrator of such services shall be subject to review by the Plan Sponsor.
- 5.04 It is further understood by the Plan Sponsor that the Contract Administrator is not a custodian or an insurance company, and that the Contract Administrator shall have no responsibility, risk, liability or obligation for the funding of the Plan. The responsibility and obligation for funding the Plan shall be solely and totally the responsibility of the Plan Sponsor. Contract Administrator shall have no final discretionary authority or control over the management or disposition of Plan assets, and no authority over, or responsibility for, Plan administration. Contract Administrator is neither the Plan Sponsor or Plan Administrator, nor a provider of health care services. Contract Administrator shall have no responsibility for any insurance coverage relating to the Plan, Plan Members, or Plan Sponsor; or the nature or quality of professional health services rendered to Plan Members.
- 5.05 Contract Administrator and Plan Sponsor shall each be solely responsible for compliance with all laws, rules and regulations that are now or hereafter applicable to each of them and their own performance under this Agreement. Contract Administrator shall not be responsible for establishing or maintaining the Plan or ensuring the Plan Sponsor is in compliance with applicable State or Federal legal requirements, nor shall Contract Administrator be an entity that is responsible for payment under the Plan or for payment of any fees, assessments, penalties or taxes, regardless of whether such fees, assessments, penalties or taxes are assessed against the Plan, the Plan Sponsor, or the Contract Administrator on behalf of the Plan Sponsor. The Plan Sponsor shall, in its sole discretion, determine the source of funding for such fees, assessments, penalties, or taxes, and shall assume all liability for the appropriateness of use of Plan assets or Plan Sponsor general funds to pay such fees, assessments, penalties and taxes. The Plan Sponsor understands that Contract Administrator is not an investment advisor, law firm or actuarial firm, and does not render any legal advice to Plan Sponsor.
- 5.06 Contract Administrator shall, when requested by Plan Sponsor, assist Plan Sponsor with the application for stop-loss insurance including completion of required disclosure documents. If Contract Administrator has provided administrative services under this or a prior Agreement in the twelve (12) consecutive months prior to the application for stop-loss insurance then Contract Administrator will complete the disclosure documents based on claims it has adjudicated and information it has received through

utilization review. If the Contract Administrator has not provided administrative services during the prior twelve (12) consecutive month period, then it has no responsibility for the completeness of information submitted on the disclosure document.

- 5.07 If the Plan Sponsor elects to utilize the advance funding feature of its stop-loss policy, the Plan Sponsor shall assume all liability resulting from its use of that advanced funding feature. Contract Administrator may assess Plan Sponsor a monthly administrative fee of \$500 for each month after the first 30 days the request remains unfunded for costs to manage administrative activities related to the funding request.
- 5.08 In the event Contract Administrator does not procure stop-loss insurance for Plan Sponsor or assist Plan Sponsor in such procurement, Plan Sponsor agrees that Contract Administrator shall have no liability for the selection and procurement of stoploss insurance for the Plan Sponsor.
- 5.9 Contract Administrator, on behalf of the Plan Sponsor, has agreed to perform the required duties and act as the Responsible Reporting Entity (RRE) with regard to and as defined by the Medicare Secondary Payer Mandatory Reporting Provisions in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007. In the event the Contract Administrator is unable to report timely, accurate information, as required by law, due to the Plan Sponsor's failure to provide timely and accurate information, the Plan Sponsor agrees that Contract Administrator shall have no liability for any and all resulting penalties.

SEC. VI **RECORDS**

- 6.01 The Contract Administrator shall maintain for seven (7) years following receipt or until they are provided to Plan Sponsor as provided in Section 8.04 below, in either electronic or paper form, all records and files in conjunction with the administrative services to be performed hereunder. The term "records and files" shall include, but shall not be limited to, the claim files, unissued and canceled checks, bank statements, copies of stop-loss applications and contracts, and copies of the account ledger sheets of the applicable bank accounts.
- 6.02 During normal business hours, individual claim files shall be available for inspection and copying by the Plan Sponsor and at the Plan Sponsor's expense, if appropriate releases and authorizations from all applicable claimants are executed and presented to the Contract Administrator or an appropriate Business Associate Agreement is in place.
- 6.03 The Contract Administrator shall, within thirty (30) days following written notice from the Plan Sponsor, allow the Plan Sponsor, or an authorized agent, to inspect or audit relevant records and files maintained by the Contract Administrator, at the administrative office of the Contract Administrator, during normal business hours. The Plan Sponsor shall be liable for any and all fees charged by the auditor. Any such agent or auditor that has access to the records and files maintained by the Contract Administrator shall, prior to beginning such inspection or audit, sign a written Business Associate Agreement and an agreement regarding the use of proprietary and confidential information and the right of the Contract Administrator to review and respond to the agent's or auditor's final report. Plan Sponsor agrees it will not contract with any entity to perform what can be categorized as a "contingency audit" (in which an auditing firm will retain a dollar percentage fee from claims they believe have been paid in error) or "database audit" (in which claims are screened against a database) of records and files maintained by Contract Administrator.
- 6.04 The parties agree to use and disclose the protected health information of the Plan Members in a manner consistent with all applicable state and federal laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, and the Security Standards and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 and shall execute a Business Associate Agreement.

SEC. VII **TERM OF AGREEMENT**

- 7.01 This Agreement shall commence on the Effective Date and shall continue for one (1) year ("Initial Term"), and shall remain in effect until terminated pursuant to Section VIII of this Agreement. Plan Sponsor may elect to renew the Agreement for successive one (1) year Renewal Term(s) (each a "Renewal Term" and collectively, "Renewal Terms") with ninety (90) days' notice to Contract Administrator prior to the expiration of the Initial Term or the then current Renewal Term.

SEC. VIII **TERMINATION**

8.01 This Agreement may be terminated:

- (a) by either party by giving written notice of non-renewal to the other party at least ninety (90) days prior to the end of the Initial Term or current Renewal Term;
- (b) immediately by the non-breaching party in the event the breaching party fails to correct a material breach to the reasonable satisfaction of the non-breaching party within thirty (30) days after the breaching party receives written notification of breach from the non-breaching party;
- (c) simultaneously upon the insolvency, filing of a petition for bankruptcy, if such petition is not dismissed within 45 days of being filed, or appointment of a receiver, conservator or trustee for all or substantially all of a party's assets;
- (d) upon written agreement of the parties; or
- (e) upon the termination of the Plan.

8.02 If the Plan Sponsor terminates the Agreement without providing notice of non-renewal in accordance with Section 8.01(a), it shall compensate Contract Administrator for its reasonable start-up costs associated with this Agreement, which Plan Sponsor agrees shall be equal to the number of months remaining in the current term times the Administrative Fees listed on Schedule A.

8.03 Application of this Agreement to any state or jurisdiction may be prospectively discontinued by either party as of the date such party determines that it will be penalized, by such state or jurisdiction, for performance of its responsibilities under this Agreement.

8.04 Upon termination by either party, and for an additional fee, the Contract Administrator shall, within sixty (60) days, deliver to the Plan Sponsor a paid claims analysis standard report, abbreviated case management summaries (if applicable), a current eligibility listing as of the date of termination as well as a complete and final accounting of the financial status of the Plan if applicable. The Contract Administrator shall retain, for seven (7) years after termination of this Agreement, all records and files, in either paper or electronic form, in accordance with standards of insurance record keeping. After that date, Contract Administrator shall return or destroy the confidential information or other records of the Plan in its possession. Contract Administrator shall retain only those records necessary for its own administrative operations or to respond to an inquiry made by a court, or state or federal agency. If return or destruction of the records is infeasible, Contract Administrator shall notify Plan Sponsor and extend the protections required by law to such information. If the Plan Sponsor desires copies of all records and files, Plan Sponsor shall allow Contract Administrator reasonable time in which to duplicate this material and will reimburse Contract Administrator for all costs incurred in its retrieval and duplication.

8.05 Upon termination of this Agreement, and for an additional fee, the Plan Sponsor and Contract Administrator may enter into a subsequent agreement whereby Contract Administrator will provide run-out claim payment services for claims received after the termination of this Agreement, but incurred prior to termination of this Agreement. The Contract Administrator may require payment in advance, and services will be provided only to the extent that Plan Sponsor provides sufficient and timely funding of claims payments.

8.06 Within four (4) months following termination, when requested by the Plan Sponsor, Contract Administrator shall deliver to the Plan Sponsor, data related to assist the Plan Sponsor's completion of Form 5500.

8.07 After termination of this Agreement and upon receipt of any funds received by the Contract Administrator on behalf of the Plan Sponsor, the Contract Administrator may keep all or a portion of said funds to the extent that any amounts are due to the Contract Administrator for the services discussed herein.

8.08 Upon termination of this Agreement all duties and responsibilities of the Contract Administrator shall cease unless specifically addressed within this Agreement or as set forth in a separate run-out Agreement.

SEC. IX

MISCELLANEOUS

- 9.01 This Agreement shall be governed by the laws of the State of Montana or, where applicable, Federal law.
- 9.02 The Contract Administrator shall indemnify and hold harmless the Plan Sponsor against any expense, loss, lawsuit, settlement costs, penalty, damage, liability, claim or judgment, including reasonable attorneys' fees, resulting from the negligent acts or omissions or willful misconduct of the Contract Administrator. Unless prohibited by law or resolution, the Plan Sponsor agrees to indemnify and hold harmless the Contract Administrator against any expense, loss, lawsuit, settlement costs, penalty, damage, liability, claim or judgment, including reasonable attorneys' fees, arising out of, or resulting from the Contract Administrator's performance of its services hereunder where the Contract Administrator has adhered to the framework of policies, interpretations, rules, practices and procedures made or established by the Plan Sponsor, or has otherwise performed its services without negligence or willful misconduct and, in accordance with industry practices, or is being considered an entity responsible for payment under the Plan, as referenced in Federal Medicare Secondary Payer laws and regulations. The provisions of this section shall apply to arbitration and all forms of alternative dispute resolution as well as litigation. These indemnifications shall survive the termination of this Agreement.
- 9.03 Contract Administrator shall not be responsible or obligated for the investment of any assets or funds of the Plan.
- 9.04 Payments to the Plan, and other Plan obligations, may pass through Contract Administrator's non-interest bearing disbursement account as a matter of convenience and for efficiency. Contract Administrator will incorporate sound business practices and be responsible for reasonable internal audits. Banking charges incurred in the ordinary course of business will be the responsibility of the Contract Administrator.
- 9.05 This Agreement, together with the Schedule(s) and any Amendments, constitutes the entire Agreement between Contract Administrator and Plan Sponsor with respect to the subject matter hereof, and supersedes all prior proposals, discussions, negotiations, and writings between the parties relating to such subject matter. This Agreement may only be modified in writing and executed by authorized representatives of both Contract Administrator and Plan Sponsor.
- 9.06 If any provision of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in effect and the illegal or unenforceable provision shall be modified so as to conform to the original intent of this Agreement to the greatest extent legally permissible.
- 9.07 The obligations of either Contract Administrator or Plan Sponsor under this Agreement, shall be suspended during the continuance of any force majeure applicable to the party. The term "force majeure" shall mean any cause not reasonably within the control of the party claiming suspension, including, without limitation, an act of God, industrial disturbance, war, riot, weather-related disasters, earthquake, governmental action, and unavailability or break down of equipment. The party claiming suspension under this provision shall take reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs. If a force majeure suspension affecting one of the parties continues for more than thirty (30) days, the other party may elect to immediately terminate this Agreement by written notice on any business day thereafter.
- 9.08 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other, except that either party may assign this Agreement to a subsidiary or affiliate of that party and may subcontract certain duties to non-affiliated third parties, provided that such assignments and subcontracts shall not relieve such party of any obligations or liability under this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.
- 9.09 Any failure by a party to enforce or require performance by the other party of any of the terms or conditions of this Agreement shall not constitute a waiver or a breach of any such term or condition thereafter occurring.

SEC. X

PROVISIONS REQUIRED BY STATE STATUTES

- 10.01 Montana Code Annotated 33-17-602 require that the following provisions be included in this agreement. These provisions shall be disregarded and inapplicable unless they relate to functions performed by the Contract Administrator for this particular Plan.

(a) The payment to the Contract Administrator of any premiums or charges for insurance by or on behalf of the insured shall be deemed to have been received by the Plan Sponsor, and the payment of return premiums or claims by the Plan Sponsor to the Contract Administrator shall not be deemed payment to the insured, certificate holder to claimant until such payments are received by the insured, certificate holder or claimant. Nothing herein shall limit any right of the Plan Sponsor against the Contract Administrator resulting from its failure to make payments to the Plan Sponsor, insureds or claimants.

(b) The Contract Administrator shall maintain at its principal administrative office for the duration of this agreement and five (5) years thereafter adequate books and records of all transactions between the Contract Administrator, Plan Sponsor and insured persons. Such books and records shall be maintained in accordance with prudent standards of insurance record keeping.

(c) The Contract Administrator may use only such advertising pertaining to the Plan Sponsor as has been approved in writing by the Plan Sponsor in advance of its use.

(d) The Contract Administrator shall apply underwriting standards established in the "Underwriting Guide for Late Applicants to Self-Funded Health Care Plans" and other source books.

(e) All insurance charges or premiums collected by a Contract Administrator on behalf of or for the Plan Sponsor, and return premiums received from such Plan Sponsor, shall be held by the Contract Administrator in a fiduciary capacity. Such funds shall be immediately remitted to the person or persons entitled thereto, or shall be deposited promptly in a fiduciary bank account established and maintained by the Contract Administrator. The Contract Administrator shall cause the bank in which any fiduciary accounts are maintained to keep records clearly recording the deposits in and withdrawals from such accounts on behalf of or for each Plan Sponsor. The Contract Administrator shall promptly obtain and keep copies of all such records and, upon request of the Plan Sponsor, furnish the Plan Sponsor with copies of such records pertaining to deposits and withdrawals on behalf of or for the Plan Sponsor. The Contract Administrator shall not be authorized by the Plan Sponsor to pay any claim by withdrawals from such fiduciary account. Withdrawals from such account shall be made for:

- (1) remittance to the Plan entitled thereto;
- (2) deposit in an account maintained in the name of such Plan Sponsor;
- (3) transfer to and deposit in a claims paying account, with claims to be paid as provided in Section f;
- (4) payment to a group policyholder for remittance to the Plan Sponsor entitled thereto;
- (5) payment to the Contract Administrator of its commission, fees or charges; or
- (6) remittance of return premiums to the person or persons entitled thereto.

(f) All claims paid by the Contract Administrator from funds collected on behalf of the Plan Sponsor shall be paid only on drafts of and as authorized by the Plan Sponsor.

(g) With respect to any policies where a Contract Administrator pays or settles claims, the compensation to the Contract Administrator with regard to such policies shall in no way be contingent on claim experience.

(h) Contract Administrator shall only act in the capacity in which licensed.

(i) The Contract Administrator shall provide a written notice approved by the Plan Sponsor, to insured individuals, advising them of the identity of and relationship among the Contract Administrator, the policyholder and the Plan Sponsor. Where the Contract Administrator collects funds, the Contract Administrator shall identify and state separately in writing to the person paying to the Contract Administrator any charge or premium for coverage the amount of any such charge or premium specified by the insurer for such insurance coverage..

SEC. XI **DISPUTE RESOLUTION**

11.01 Plan Sponsor and Contract Administrator will meet and confer in an attempt to resolve any dispute arising out of or relating to this Agreement. A dispute not resolved within 60 days of this meeting will be submitted to mediation, which will be held at a location to be determined by the mutual agreement of the parties in accordance with the American Arbitration Association (“AAA”) Rules of Procedure for Mediation. A single mediator, mutually selected by the parties or AAA and having at least 10 years’ legal experience in healthcare, including but not limited to self-funding and ERISA, will mediate the dispute. If the dispute is not resolved through mediation, the parties will be free to pursue all legal and equitable remedies otherwise available, provided, however that any action taken or remedy sought must be initiated within one year of the parties’ first meeting to resolve the dispute.

SEC. XII **SCHEDULES TO THE AGREEMENT**

12.01 The Schedules attached hereto, become part of the body of this Agreement, and are herein incorporated by reference when selected by the Plan Sponsor. Schedules or Amendments subsequently executed by both parties and attached hereto, shall become part of the body of this Agreement and incorporated herein.

IN WITNESS THEREOF the Parties hereto sign their names as duly authorized officers and have executed this Agreement.

PLAN SPONSOR:

City of Billings

By: _____

Its: _____

CONTRACT ADMINISTRATOR:

Employee Benefit Management Services, LLC

By: _____

Its: President

Regular City Council Meeting

Meeting Date: 11/13/2018

TITLE: W.O. 19-01 Sch 1, 1st Avenue North Water Main Replacement

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

The City Council will consider awarding a Professional Engineering Services Contract to Sanderson Stewart in the amount of \$776,650.00 for design, bidding and construction administration services on Schedule 1 of the 2019 Water Main Replacement Projects. The City replaces and upgrades its water utilities as part of an annual maintenance program. The Schedule 1 project consists of approximately 6,500 linear feet of water main replacement in 1st Avenue North from Main Street to Division Avenue.

Sanderson Stewart was selected based on City staff review of project proposals submitted by prequalified firms. Other firms considered for the work were Morrison-Maierle, DOWL, and Great West Engineering.

ALTERNATIVES ANALYZED

City Council may:

- Approve awarding the Professional Engineering Services Contract to Sanderson Stewart, or;
- Do not approve awarding the Professional Engineering Services Contract to Sanderson Stewart. If the project is not constructed, the City's water distribution system in this area will continue to experience ongoing maintenance problems and expenses.

FINANCIAL IMPACT

Funding for this project has been approved by City Council in the FY 2019 budget. Schedule 1 projects will use water funds.

	Water Replacements
Project Budget	\$4,000,000
Previously Encumbered	\$0.00
This Contract	\$776,650.00
Budget Remaining	\$3,223,350.00

RECOMMENDATION

Staff recommends that Council award a Professional Engineering Services Contract for the design and construction administration of Schedule 1 of the 2019 Water Main Replacement Projects to Sanderson Stewart, in the amount not to exceed \$776,650.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

W.O. 19-01 Sch 1 Contract

Contract for Professional Engineering Services

City of Billings W.O. 19-01, Schedule 1 **1st Avenue North Water Main Replacement**

In consideration of the mutual promises herein, City of Billings and Sanderson Stewart 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 10 pages (Basic Services of Contractor);
- Appendix B consisting of 1 page (Methods and Times of Payment);
- Appendix C consisting of 1 page (Additional Services of Contractor);
- Appendix D consisting of 2 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 pages (Project Schedule);
- Appendix F consisting of 1 page (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 his designee.
- B. "Billings" means the City of Billings.
- C. "Contractor" means Sanderson Stewart.

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 Engineer shall provide as-built drawings 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. Requirements for submitting as constructed documents of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: a point file; 1 (*.asc, *.txt, comma delimited; point number, northing, easting, elevation and description) / 2 (*.csv, with headings for; point number, northing, easting, elevation and description), with northings and eastings to the nearest tenth of a foot, elevations to the nearest hundredth of a foot, representing new, updated or relocated City of Billings infrastructure features such as, but not limited to Sanitary Sewer Manholes, Storm Drain Manholes, Water Valves, Water Bends, Signals, Street Light, etc., in the coordinates of Montana State Plane, Zone 2500 using NAD83(2011), Horizontal and NAVD88 Vertical, Horizontal units and Vertical units will be International feet, one half size paper copy to scale, one full size paper copy to scale, two CD's or DVD's with PDF files being half size to scale and full size to scale and AutoCAD DWG files as-constructed / as-built, Version 2016, or equivalent.
- E. ~~The Contractor 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 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, 2019.

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 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.
- B. The Contractor 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 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 Department
2224 Montana Avenue
Billings, Montana 59101 FAX: (406) 237-6291 / PHONE : (406) 657-3095

Contractor: Sanderson Stewart
Mac Fogelsong, PE, LEED AP, Vice President
1300 North Transtech Way
Billings, MT 59102 FAX: (406) 656-0967 / PHONE: (406) 656-5255

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: Mac Fogelsong, PE, LEED AP, Vice President
(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

Engineer

City Council or Designee

Date: _____

ATTEST:

Name: _____

Title: _____

Date: _____

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 _____, 2018, 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 if Federal funds are used.**

Appendix A
Basic Services of Engineer
W.O. 19-01, Schedule 1
1st Avenue North Water Main Replacement

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 Jeff Heidner, PE working under the Principal-in-Charge, Mac Fogelsong, 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 Travis Harris, 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:

The project consists of the design, bidding, and construction services for the '*City of Billings W.O. 19-01, Schedule 1: 1st Avenue North Water Main Replacement*' project. The project includes approximately 5,930 lineal feet of 12-inch diameter and smaller water main replacement within 1st Avenue North from North 33rd Street to North 25th Street and from North 15th Street to Main Street. The project also includes replacement of approximately 750 lineal feet of side street water main laterals where these laterals have not already been replaced with PVC or ductile iron pipe and includes replacement of large diameter services (4-inch and greater) and hydrant laterals within the 1st Avenue North right-of-way. These laterals generally run north and south. The scope of work and budget assumes a single construction contract covering all necessary work.

Professional services include design of a water main replacement or rehabilitation for the existing water mains, geotechnical investigations and report, traffic control design, preparation of contract plans and specifications, contract plan and specification interpretation during construction, review of contractor pay estimates, construction staking, and observation of construction for the water main replacement and associated appurtenances. Engineer will coordinate work efforts with other related improvement projects expected to be completed concurrently in the project areas. The scope of work covered by this Contract shall include the following tasks:

Phase 100. Project Initiation

- Task 1. Attend meeting with City officials to determine project scope.
- Task 2. Review routes in field walkthrough.
- Task 3. Review available existing information to assist in preparing scope.
- Task 4. Prepare project scope of work and contracts.

Phase 200. Preliminary Design Services

- Task 1. Project management and coordination.
- Task 2. Attend up to four periodic design review meetings with the City of

Billings Public Works Department.

- Task 3. Review existing atlas maps, as-built drawings, and water service records provided to Sanderson Stewart by the City.
- Task 4. Review existing reports prepared for the Montana Department of Transportation (MDT) 1st Avenue North – Billings (UPN 9022000) reconstruction project. These reports consist of a preliminary geotechnical and materials report, preliminary site investigation to investigate hazardous materials, cultural resource investigation, biological resources report, and Phase I subsurface utility engineering (SUE) report.
- Task 5. Prepare base mapping using the existing survey information (survey control, scan and manual topographic survey, cadastral survey, and utility survey) from the MDT street reconstruction project in 1st Avenue North. The drawings will be converted from MicroStation to AutoCAD Civil 3D and setup to match Sanderson Stewart's CADD standards for City of Billings' projects on 11x17 plan sheets. The existing valve and manhole measuredown information from the SUE report will be incorporated into the plans. The survey information will remain in Montana State Plane Coordinate System (NAD 83 horizontal and NAVD 88 vertical), which is based on MDT's survey control for 1st Avenue North. The existing right-of-way and centerline established for the MDT 1st Avenue North project will be used for this project and no additional property corner search or legal survey is included.
- Task 6. Utility locates will be requested for the project corridor using the One-Call service and locate markings will be reviewed in a field walkthrough to verify with the existing utility locates obtained as part of the MDT street reconstruction project in 1st Avenue North. Obtain available utility maps from utility companies.
- Task 7. Complete topographic survey pickups in 1st Avenue North to update existing survey in the project areas. Up to three days of survey pickups are included, which includes verifying measuredowns on water valves, updating utility locates and traffic control as well as updating the topographic base maps.
- Task 8. Complete topographic survey in 1st Avenue North from North 9th Street east to Main Street (approximately 500 lineal feet). Up to three days of survey, utility measuredowns, traffic control are included as well as updating the base maps. It is anticipated that a Lidar scan survey will be completed for the intersection of 1st Avenue North and Main Street to minimize traffic control. Additional survey control needed for the Lidar scan survey is also included.
- Task 9. Review water main alignments with respect to other utilities. Consider offset water main alignment to allow existing water main to remain live during construction.

- Task 10. Review extents of water main replacement at side streets and determine which hydrant laterals and water services require replacement.
- Task 11. Prepare and submit 30% design plans to City for review. Plans to consist of base mapping along with the preliminary plan alignment of the new water main (no profiles).
- Task 12. Review feasibility of a pipe bursting alternate for the existing 12-inch and 14-inch water main.
- Task 13. Verify water main sizing with the proposed One Big Sky District improvements to determine if upsizing is necessary. It is assumed that all new water mains will be 12-inch diameter or smaller. Assist the City with analyzing their hydraulic model if necessary to determine utility sizing or routing. No independent water system modeling, field flow tests, or other sizing studies are included in this scope.
- Task 14. Meet and coordinate with MDT regarding permitting requirements and coordination with the MDT street reconstruction project in 1st Avenue North. Prepare encroachment permit documents and submit to MDT for the subsurface utility potholing and geotechnical borings to be completed during design. Per MDT, the typical review time for the encroachment permit is six to eight weeks.
- Task 15. Develop a public involvement plan which shall include an educational outreach component and one public informational meeting. Mail out one written survey to businesses and residences along 1st Avenue North requesting information on water usage, delivery requirements and special access needs. We have included up to eight (8) separate one-on-one owner meetings.
- Task 16. Identify areas to perform subsurface utility “potholing” at identified pipe line or utility crossings to identify specific pipe elevations or private utility locations. Scope of work assumes Sanderson Stewart will provide a “vacuum” truck via subcontract to remove material in order to survey said utilities. Scope of work includes up to four (4) full 8-hour days of subcontract “potholing” for an estimated total of up to 24 potholes. Temporarily backfill holes with cold-mix asphalt. Provide filling of holes during construction by Contractor with hot-mix asphalt. Scope of work includes four (4) days of traffic control.
- Task 17. Geotechnical Investigation of 1st Avenue North project area. Geotechnical engineering shall include field sampling, laboratory testing and review of subsurface soils to determine appropriate pavement section design alternatives, subgrade treatment, groundwater conditions, and foundations for utility installations. Recommendations for specific construction materials and groundwater management established in this review will be

included in the project plans and specifications. Up to fifteen (15) soil borings will be completed to a depth of 15 feet and up to four (4) groundwater monitoring wells will be installed along the corridor. Geotechnical investigation includes traffic control during boring operations.

- Task 18. Groundwater elevation monitoring of up to four (4) monitoring wells. We have assumed monitoring the groundwater elevations from November to May using transducers in the monitoring wells.
- Task 19. Send preliminary plans (70%) to the private utilities for review and comment, and hold subsequent coordination meetings with the private utilities to assemble and evaluate comments (up to two (2) meetings). Coordinate with Montana Dakota Utilities (MDU) regarding their plans to replace the existing gas main in 1st Avenue North.
- Task 20. Meet with local contractors and suppliers to discuss constructability and traffic control issues.
- Task 21. Review alternate construction timing methods for 1st Avenue North (review of night work/weekend work, 24 hour 7-day a week work hours).
- Task 22. Prepare preliminary traffic control plans and special provisions for the project and submit package for review by the City of Billings and MDT. Work zone/traffic control boundaries and a construction sequence plan will be developed with the intent of promoting construction efficiency while minimizing impacts to traffic operations. Standard City of Billings and MDT traffic control details will be referenced wherever possible. Customized traffic control layouts for specific work zones will be described with a text narrative in the Traffic Control special provision in cases where standard details are not applicable. An overall project area work zone exhibit will be provided, but individual work zone traffic control exhibits will not be prepared except in special cases as determined jointly between Sanderson Stewart and the City of Billings. Sanderson Stewart will coordinate with other known (planned or ongoing) construction projects for which traffic control impacts may overlap, including the sanitary sewer lateral replacements across 1st Avenue North between North 15th Street and North 21st Street.
- Task 23. Prepare preliminary plans and specifications (70% design level) using all data gathered and input received.
- Task 24. Prepare opinion of probable cost with 15 percent contingency included.
- Task 25. Quality control review of plans and specifications.
- Task 26. Submit preliminary plans and specifications (70% design level) for review to all interested parties as determined by the City of Billings and Sanderson Stewart.

Phase 200 Deliverables:

- a. Preliminary plans (30%) with base mapping and water main alignment on 11x17 size plans and PDF format
- b. Preliminary geotechnical report
- c. Preliminary plans and profiles (70%) on 11x17 size plans and PDF format
- d. Preliminary traffic control plans
- e. Preliminary specifications
- f. Preliminary opinion of probable cost with 15% contingency

Phase 300. Final Design and Bidding Services

- Task 1. Project management and coordination.
- Task 2. Assemble all preliminary plan review comments and redlines for incorporation into final plans.
- Task 3. Design of temporary water system performance specifications for project area. Include requirements for temporary private fire suppression systems. Meet with City of Billings Fire Marshall to review affected buildings with fire suppression systems.
- Task 4. Prepare plan for sequencing of water main flushing and testing including location and size of test ports to assist the City's valve operation crew during construction.
- Task 5. Coordinate final design with other public utilities within the selected project corridor including the new storm drain replacement (by MDT) in 1st Avenue North.
- Task 6. Incorporate recommendations of geotechnical report into final plans and specifications, including the QA/QC recommendations for materials testing during construction.
- Task 7. Incorporate City of Billings and MDT comments on preliminary traffic control plans and special provisions and prepare final bid documents for inclusion in the project specification book.
- Task 8. Complete final plan and specification sets for submittal, review, and approval by the City of Billings, MDT, and the Montana Department of Environmental Quality (MDEQ).
- Task 9. Apply for permits, licenses, and approvals necessary to construct the project including the Utility Occupancy Permit through MDT.
- Task 10. Submittal of two (2) copies of the project specifications, two (2) 11x17 plan sets, contract-bidding documents, design report and certified water checklist to (MDEQ) for approval. The MDEQ review fees up to \$2,600 are included in this contract, based on 6,680 lineal feet of water main being replaced (includes side streets), two deviations, and a design report.
- Task 11. Receive final redline comments from the City of Billings, MDT and the MDEQ and incorporate said comments in final plans and

specifications. Final plans and specifications will be prepared in accordance with the Montana Public Works Standard Specifications, Sixth Edition, April 2010 and the current adopted City of Billings Standard Modifications to the Sixth Ed. Stamp and sign all plans and specifications with seal of Professional Engineer in charge.

- Task 12. Calculate bid quantities and prepare bid proposal and contract documents. Update Engineer's Opinion of Probable cost based upon final plan quantities.
- Task 13. Assist in preparation of bid advertisement and provide documents to prospective bidders and suppliers. Bid advertisement text will be provided to the City for publication.
- Task 14. Attend one pre-bid meeting.
- Task 15. Answer bid questions and issue addendums as required.
- Task 16. Attend bid opening, tabulate bids, and make recommendation to the City for award.
- Task 17. Assist in City procurement of final contract agreement, verification of insurance and bonds, and issue notice to proceed.
- Task 18. Quality control review.

Phase 300 Deliverables:

- a. Final plans on 11x17 size plans and PDF format
- b. Final specifications book including geotechnical report, final traffic control plans, water main flushing and testing plan
- c. MDEQ approval documents including design report
- d. MDT approval documents (Utility Occupancy Permit)
- e. Final opinion of probable cost
- f. Pre-bid meeting minutes and addenda as required
- g. Bid tabulations
- h. Recommendation of award
- i. Final contracts
- j. Notice to proceed

Phase 400. Construction Services and Contract Administration

- Task 1. Project management and coordination.
- Task 2. Schedule and conduct pre-construction conference prior commencement of work at the site. Issue pre-construction meeting minutes to Contractor and City.
- Task 3. Implement and coordinate QA/QC testing program for materials testing developed in the design phase of the project.
- Task 4. Take preconstruction photos of proposed work areas.
- Task 5. Prepare weekly website informational update content for distribution to the City of Billings and email to property owners

along project corridor based on a 140 calendar day construction contract.

- Task 6. Review Contractor shop drawing submittals in conformance with the information given in contract documents. Also review valve requests and temporary water plans. Review does not include review of any dewatering plans, and said review shall not extend to Contractor means, methods, techniques, sequences, or procedures of construction or Contractor safety programs.
- Task 7. Attend weekly construction meetings during construction based on a 140 calendar day construction contract.
- Task 8. Make visits to the site at intervals appropriate to various stages of construction to observe as an experienced and qualified design professional the progress of the Contractor's executed work. Visits by Engineer shall be limited to spot checking and similar methods of general observation of the work as assisted by the Resident Project Representative.
- Task 9. Meet as required during construction with businesses and affected residential owners. Provide up to one hour per week for business or residential meetings for a 140 calendar day construction contract.
- Task 10. Respond to Contractor requests for information. Issue necessary clarifications and interpretations of the Contract Documents as appropriate, consistent with the intent and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- Task 11. Recommend and prepare Change Orders and Work Change Directives to City as appropriate.
- Task 12. Provide field staking to give the Contractor measurements, lines, locations, and grades necessary for construction. Field staking shall include off-sets and grades for the water mains and appurtenances thereto, off-sets and grades for miscellaneous concrete replacement (if required), and assisting contractor with marking out lane striping restoration.
- Task 13. Coordinate and schedule quality assurance testing during all phases of construction.
- Task 14. Provide full-time construction observation during construction utilizing a Resident Project Representative (RPR) to assist Engineer in observing progress and quality of the Work. It is estimated that the total construction contract time required for one pipeline crew would be up to 190 calendar days. In order to complete the project in one construction season, it is assumed that two pipeline crews will be required for a portion of the project to reduce the contract time to 140 calendar days. The budget includes one RPR at 50-hours per week for 140 calendar days

and a second overlapping RPR at 50-hours per week for 50 calendar days. In addition, it's anticipated that night work will be required at up to nine intersections and at up to seven large diameter water service reconnections. Up to 25 nights at 10-hours per night are included in the budget for night inspection in addition to the two overlapping RPR's. RPR shall report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor said clarifications and interpretations as issued by Engineer. RPR will prepare daily inspection reports, and daily diaries for the term of construction activity.

In addition to review of major work items for the water main replacement, inspection activities shall include general review of traffic control set-up and sediment and erosion control.

- Task 15. Review and recommend payment and contract requests in accordance with City of Billings format. Up to six pay applications are estimated based on a 140 calendar day construction contract.
- Task 16. Coordinate daily traffic control changes and prepare media releases as required.
- Task 17. Keep track of actual in-place materials, locations, and quantities and transfer to field plans for preparation of record drawings.
- Task 18. Coordinate testing of final water main installations and recommend approval or adjustments as necessary.
- Task 19. Conduct final inspection and prepare punchlist.
- Task 20. Prepare reproducible construction record drawings for City of Billings files from records prepared by Contractor. Survey all new water main surface features (e.g., valve boxes and hydrants) following project completion and incorporate into record drawings. Record drawings will include at a minimum:
- Offset distances measured from the centerline of the right-of-way to all public water mains.
 - Locations of water services based on measurements from property lines.
 - Elevations indicating the depth of bury of all public water mains. These elevations shall be shown at each street or right-of-way intersection and at such intervals along the public water mains as may be deemed appropriate by the City Engineer.
- Task 21. Conduct one-year inspection with City of Billings staff and Contractor.

Phase 400 Deliverables:

- a. Pre-construction meeting minutes

- b. Shop drawing review
- c. Pay applications and change orders
- d. Final inspection and one-year warranty inspection punchlists
- e. Final record drawings, in accordance with Part 1, Section 2, Article D of this Contract, and as required by MDEQ.
- f. Copy of materials testing and water main testing records

Appendix B
Methods and Times of Payment
W.O. 19-01, Schedule 1
1st Avenue North Water Main Replacement

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 in accordance with Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed \$776,650.00 (Seven Hundred Seventy Six Thousand Six Hundred Fifty and 00/100 dollars) based on the following tasks:

Phase 100	Project Initiation	<u>\$6,880.00</u>
Phase 200	Preliminary Design	<u>\$245,860.00</u>
Phase 300	Final Design	<u>\$134,800.00</u>
Phase 400	Construction/Contract Administration	<u>\$389,110.00</u>

- 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

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.

CHARGE OUT RATES EFFECTIVE AUGUST 2018

At Sanderson Stewart, we strive to provide great customer service and value. While we can offer the traditional method of billing by hourly charge rates, we strongly encourage our current and prospective clients to consider a lump sum arrangement in determining your overall project compensation. Fixed-fee projects can result in substantial savings over our posted hourly billing rates and provide a level of certainty at the outset of your project.

STAFF PERSONNEL SERVICES

Expert Witness/Special Consultant	\$ 265.00 /hour
Principal	\$ 190.00 /hour
Senior Engineer	\$ 170.00 /hour
Project Engineer	\$ 115.00 /hour
Staff Engineer	\$ 90.00 /hour
Engineer Intern	\$ 65.00 /hour
Senior Land Planner	\$ 135.00 /hour
Land Planner	\$ 130.00 /hour
Right-of-Way Agent	\$ 135.00 /hour
Landscape Architect	\$ 125.00 /hour
Landscape Designer	\$ 80.00 /hour
Senior Professional Land Surveyor	\$ 130.00 /hour
Professional Land Surveyor	\$ 110.00 /hour
Staff Surveyor	\$ 95.00 /hour
Field Survey Technician	\$ 80.00 /hour
Marketing Director	\$ 125.00 /hour
Graphic Artist	\$ 100.00 /hour
Photographer	\$ 180.00 /hour
Web Developer	\$ 90.00 /hour



To Plan and Design
Enduring Communities...

Senior Designer	\$ 100.00 /hour
Designer	\$ 90.00 /hour
CADD Technician	\$ 80.00 /hour
Senior Construction Engineering Technician	\$ 110.00 /hour
Construction Engineering Technician	\$ 85.00 /hour
Construction Inspector	\$ 80.00 /hour
Project Administrator	\$ 70.00 /hour
Administrative/Clerical	\$ 65.00 /hour

SURVEY CREW SERVICES

1-man Crew/2-man Crew	\$ Per Job
-----------------------	------------

OUTSIDE CONSULTANTS

- 1) At cost if independently billed direct to client.
- 2) Cost plus 5% if billed through us.

INDEPENDENT LABORATORIES

- 1) At cost if independently billed direct to client.
- 2) Cost plus 5% if billed through us.

ADMINISTRATIVE EXPENSES

Administrative expenses (including copies, prints, phone, postage, materials, and travel) based on professional services only 3.5% *

* *unless modified by contract*

Appendix E
Project Schedule
W.O. 19-01, Schedule 1
1st Avenue North Water Main Replacement

Based on a notice to proceed by Billings date no later than November 14, 2018, the completion date for the Engineer's work through final design shall be:

- | | |
|---|--------------------------|
| 1. Preliminary Engineering Services (30% Design): | <u>December 21, 2018</u> |
| 2. Preliminary Engineering Services (70% Design): | <u>February 15, 2019</u> |
| 3. Final Engineering Services (100% Design): | <u>April 5, 2019</u> |

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

(Attach Certificate(s) of Insurance)

Regular City Council Meeting

Meeting Date: 11/13/2018

TITLE: W.O. 19-01 Sch 2, Montana Avenue Sewer Main Replacement

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

The City Council will consider awarding a Professional Engineering Services Contract to Morrison-Maierle, Inc. (MMI) in the amount of \$378,950.00 for design, bidding and construction administration services on Schedule 2 of the 2019 Sanitary Sewer Replacement Project. The City replaces and upgrades its sanitary sewer utilities as part of an annual maintenance program. Schedule 2 replace approximately 3,500 feet of sewer in Montana Avenue from North 15th Street to North 18th Street and in the alley between Montana Avenue and 1st Avenue North from North 18th Street to North 21st Street.

Morrison-Maierle, Inc. was selected based on City staff review of project proposals submitted by prequalified firms. Other firms considered for the work were DOWL, Sanderson Stewart, and Great West Engineering.

ALTERNATIVES ANALYZED

City Council may:

- Approve awarding the Professional Engineering Services Contract to Morrison-Maierle, Inc., or;
- Do not approve awarding the engineering contract to Morrison-Maierle, Inc. If the project is not constructed, the City's sanitary sewer collection systems in these areas will continue to experience ongoing maintenance problems and expenses.

FINANCIAL IMPACT

Funding for this project has been approved by City Council in the FY19 budget. Schedule 2 projects will use sanitary sewer funds.

	Sewer Replacements
Project Budget	\$4,000,000
Previously Encumbered	\$0.00
This Contract	\$378,950
Budget Remaining	\$3,621,050

RECOMMENDATION

Staff recommends that the City Council award a Professional Engineering Services Contract for the design and construction administration of Schedule 2 of the 2019 Sanitary Sewer Rehabilitation Project to Morrison-Maierle, Inc., in the amount not to exceed \$378,950.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

W.O. 19-01 Sch 2 Contract

Contract for Professional Engineering Services

City of Billings W.O. 19-01, Schedule 2 **Montana Avenue Sewer Main Replacement**

In consideration of the mutual promises herein, City of Billings and Morrison-Maierle, 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 Contractor);
- Appendix B consisting of 2 pages (Methods and Times of Payment);
- Appendix C consisting of 1 pages (Additional Services of Contractor);
- Appendix D consisting of 3 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 pages (Project Schedule);
- Appendix F consisting of 22 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 their designee.
- B. "Billings" and/or "Owner" means the City of Billings.
- C. "Contractor" and/or "Engineer" means Morrison-Maierle, 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 Engineer shall provide as-built drawings 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. Requirements for submitting as constructed documents of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: a point file; 1 (*.asc, *.txt, comma delimited; point number, northing, easting, elevation and description) / 2 (*.csv, with headings for; point number, northing, easting, elevation and description), with northings and eastings to the nearest tenth of a foot, elevations to the nearest hundredth of a foot, representing new, updated or relocated City of Billings infrastructure features such as, but not limited to Sanitary Sewer Manholes, Storm Drain Manholes, Water Valves, Water Bends, Signals, Street Light, etc., in the coordinates of Montana State Plane, Zone 2500 using NAD83(2011), Horizontal and NAVD88 Vertical, Horizontal units and Vertical units will be International feet, one half size paper copy to scale, one full size paper copy to scale, two CD's or DVD's with PDF files being half size to scale and full size to scale and AutoCAD DWG files as-constructed / as-built, Version 2016, or equivalent.

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, 2019.

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 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.
- B. The Contractor is not entitled to any compensation under this Contract, other than as expressly provided for in this Section.
- C. 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, they 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 Department
2224 Montana Avenue
Billings, Montana 59101 FAX: (406) 237-6291 / PHONE : (406) 657-3097

Engineer: Morrison Maierle, Inc.
Carl Anderson, PE
315 North 25th Street, Suite 102
Billings, Montana 59101 FAX: (406) 237-1201 / PHONE: (406) 656-6000

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: President or Vice President
(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.

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.

Billings shall indemnify, defend, save, and hold the Contractor 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.

Billings shall not indemnify, defend, save and hold the Contractor 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 Contractor occurring during the course of or as a result of the performance of the Contract.

Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Contractor, Billings shall indemnify, defend, save, and hold the Contractor 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 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

Engineer

City Council or Designee

Morrison-Maierle, Inc.

Date: _____

Name: _____

Title: Vice President

Date: _____

ATTEST:

IRS Tax ID # 81-0217149

City Clerk

APPROVED AS TO FORM:

Date: _____

By _____

BRENT BROOKS, City Attorney

STATE OF MONTANA)
 :ss.
COUNTY OF YELLOWSTONE)

On this ____ day of _____, 2018, 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 if Federal funds are used.

Appendix A

Basic Services of Engineer

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 Kurtis DeShaw, P.E. working under the Principal-in-Charge, Carl Anderson, P.E.

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 Travis Harris, P.E.

Section 3. Scope of Work.

The scope of work includes the following items:

1. The Engineer shall perform the work outlined within this agreement that includes the completion of design and construction phase services for W.O. 19-01 Schedule 2 Sanitary Sewer Rehabilitation Project. Design and construction work for the W.O. 19-01 Schedule 2 Sanitary Sewer Project is based on the following:

Sanitary Sewer: Approximately 3,500 linear feet (LF) of sewer main replacement ranging in size from 8-inch to 18-inch in an area generally bounded between Montana Avenue and 1st Avenue North from North 15th Street to a half block past North 20th Street.

Water: Approximately 800 LF of 12-inch water main replacement in 1st Avenue North from North 16th Street to North 18th Street.

2. Potholing or other exploratory (e.g. additional video or service location methods) may be required during design and/or construction of this project. This scope includes up to \$10,000 for potholing or exploratory services as required.

Completion of said design shall include the following tasks:

A. Preliminary Engineering Services (30% Design)

1. Field surveys within the project limits and extending to appropriate match lines. Data collection shall include establishment of permanent horizontal and vertical control, topographic features and existing property pins. Engineer will provide appropriate temporary traffic control measures for all data collection completed in traffic areas. Field survey data will be utilized by the Engineer to develop preliminary project base mapping.
2. Research will be performed to verify existing right-of-way locations utilizing platted information, ownership records and found property pins.
3. Geotechnical engineering as provided by sub consultant to consultant shall include field sampling, laboratory testing and review of subsurface soils to determine appropriate pavement section design alternatives, sub-grade treatment, groundwater

conditions, and foundations for utility installations. Recommendations for specific construction materials established in this review will be included in the project plans and specifications. Design geotechnical work will include 13 soil borings ranging from 12 to 16 feet deep.

4. Coordinate with City of Billings staff and other public and private stakeholders in the development of roadway and utility improvements.
5. Coordination with property owners adjacent to the project.
6. Design of utility alignments and cross-sections; sewer main; and related improvements.
7. Coordination with property owners regarding piping or abandonment alternatives within the right-of-way. This may include verification of service locations.
8. Confirm appropriate utility sizing within the project limits. Design replacement of existing utilities.
9. Coordinating the identification and potential relocation of private utilities including, but not limited to, overhead and underground power, cable TV, underground telephone and communications, petroleum oil, and natural gas.
10. One (1) 11"x17" copy of 30% plans will be provided to the City for review.

B. Preliminary Engineering Services (70% Design)

1. The 70% design package will incorporate Billings' comments pertaining to the Preliminary Design Report and preliminary public utility plans. Updated plan and profile sheets will be presented, where applicable, as well as further development of the sewer main, and other recommended improvements.

One (1) 22"x34" copy and one (1) 11"x17" copy of 70% plans and two (2) project specifications will be provided to the City for review.

2. Attend periodic design review meetings with Billings.
3. Send 70% construction plans to the private utilities for review and comment, and hold a subsequent coordination meeting with the private utilities to assemble and evaluate comments.
4. Planning and facilitating one (1) public informational meeting during the design phase.

C. Preliminary Engineering Services (90% & Final 100% Design)

1. The 90% design package will incorporate comments received from Billings, after the 70% design package submittal and periodic design review meetings are complete. The plan package will include design of the plan and profile utilities drawings, related traffic control measures, sewer main, and other recommended improvements.

2. Attend periodic design review meetings with Billings.
3. Engineer will provide final design services, upon receiving Billings' approval of the 90% plan package submittal. Plans and specifications will be prepared in accordance with the Montana Public Works Standard Specifications, Sixth Edition, April 2010 and the most current edition of the City of Billings Standard Modifications.
4. Stamp and sign all plans and specifications with seal of Professional Engineer in charge.
5. Computation of project construction quantities and preparation of an engineer's opinion of probable construction cost.
6. Prepare and supply all project specifications and bidding documents necessary for bidding and construction. Bid advertisement text will be provided to Billings for publication. Schedule and hold a pre-bid conference, and prepare any necessary addenda. Conduct a pre-bid field review with contractors as necessary. Attend the bid opening, analyze bids, submit a bid tabulation, and make a construction contract award recommendation.
7. Preparation of a complete construction traffic control plan. The plan will show required detours, required signing, applicable construction phasing.
8. Furnish contract plans and specifications in sufficient number for bidding and contracting the project. It is anticipated that twenty-five (25) 11"x17" copies will be required. Proceeds from plan sales will be credited against the project.
9. Submittal of four (4) copies of construction contract documents.
10. Prepare and submit Preliminary Design Report for the project, report shall summarize project related design parameters; public utility improvements; right-of-way impacts; stakeholder impacts; traffic operations and traffic control measures; pedestrian improvements; corridor landscaping; and preliminary construction costs. Up to one (1) conceptual alternative may also be considered for certain utility improvements. The report will also include a preliminary environmental evaluation, which reviews historical data related to the project area, including leaking underground storage tank research and other known environmental issues.
11. Submittal of three (3) copies of the project specifications, three (3) half-size plan sets, contract-bidding documents, design report and certified sewer checklist to Montana department of Environmental Quality for approval.
12. Apply for all permits, licenses, and approvals necessary to construct the project. All DEQ permit and licensing fees will be paid by the Owner.

D. Construction Services

1. Construction Layout and Control.

- i. Provide personnel, equipment, and supplies for construction layout and control. Construction layout shall include, but not be limited to, measurements, lines, locations, and grades necessary for construction.
- ii. Reference and preserve all existing survey monuments and benchmarks. All monuments required within the project shall be punched and elevations shown on as-built drawings.

2. Inspection and Testing.

- i. Coordinate appropriate testing of materials intended for incorporation into the project and require documentation of testing results.
- ii. Provide review of construction to check the Contractor's work for compliance with the drawings, specifications, and other applicable documents, codes or standards. Review of work shall be made on a full-time basis while any major item of work is in progress. Major items of work shall be water; sanitary sewer; storm drain, and irrigation utilities; subgrade preparation; gravel base course preparation; concrete pouring and finishing; paving; signalization, lighting, and striping. The Engineer shall provide a minimum of **48** hours notice for Billings personnel when specific inspections or testing require their presence on the project. Each daily review shall be documented in permanent reproducible form and kept in consecutive order with the project file. Copies of the daily review reports shall be furnished to Billings as requested during construction. Engineer will notify Billings immediately of contract problems or deviation from approved plans. The planned resident project representative effort for each schedule are as follows:

This project is planned for one (1) full time resident project representative at ten (10) hours per working day for 72 working days of the 100 calendar day project.

- iii. Provide the services of a qualified materials engineering technician who will observe construction and provide representative tests. Provide direct coordination of laboratory and field quality assurance testing and geotechnical engineering between the project engineer, field inspector, and a project construction materials engineer. Geotechnical and materials engineering shall include interpretation and recommendations for the Engineer and Billings based upon field observation.
- iv. The Engineer shall record the location of all underground utilities (including, but not limited to, conduit for all street lighting, signalization, or flasher assemblies) installed under and on the surface within the public right-of-way and show these facilities, together with a representation of the general corridors in which other underground utilities are located, on the record drawings.

3. Submittal Review and Document Preparation.

- i. Review the construction operations and the traffic controls for construction, prior to the start of work. Engineer shall ascertain that the Contractor has all needed permits to accomplish his work during construction.

- ii. Review shop drawings, samples, equipment, asphaltic concrete mix design, concrete mix design, aggregate, and other data submitted by the Contractor for compliance with drawings and specifications.
- iii. Review Contractor submitted monthly pay estimates and final pay estimates for construction and prepare contract administration forms on a monthly basis. These will be submitted in Billings' approved format.
- iv. Contact Billings with any proposed plan or specification changes when required due to initial design and engineering deficiencies in order to complete the project in its original concept. Plan and specification changes shall be prepared by the design engineer.
- v. Prepare and recommend work change directives and change orders when necessary due to conditions encountered during construction. The Engineer is not authorized to order additional work without the approval of Billings' Task Director. Any work resulting in contract overage will be processed by approved change orders using Billings standard format.

4. Public Involvement Services.

- i. Develop an overall public involvement plan to be used during construction. At a minimum, plan will include provisions for providing information to Billings to be included in monthly newsletters; press releases and road closure notifications; weekly updates (figures and narratives) showing updated construction areas and traffic control layouts for Billings to post online (and to email to affected property owners at their request); weekly construction meetings; and Contractor handouts. Plan to be approved by Billings prior to implementation. Additional approvals by Billings may be required for release of public involvement plan materials to the public.
- ii. Develop a handout to provide information to homeowners and tenants on the construction prior to construction beginning in their alley.

5. Closeout Services.

- i. Prepare record drawings (As-Built) and furnish Billings with one (1) paper set for review and comments.
- ii. Following receipt of red-lined drawings from the general contractor and any review comments from Billings, make necessary changes and furnish Billings with record drawings as indicated in Section 2D of Part I of this contract. Record drawings shall include, but not be limited to:
 - a. Locations of sewer services based on alignment stationing.
 - b. Invert elevations marked for each manhole, structure, and each connection thereto, as well as at the end of each stubbed sanitary sewer line, and stubbed sanitary service line.

- c. All above elevations shall be referenced to a permanent benchmark elevation – clearly show on the plans.
 - d. Record drawings are due within 60 days of Contractor's final payment and before final payment to the Engineer.
- iii. Provide one (1) CD of Contractor submittals.
- iv. Schedule and make final inspection with Billings and certify to Billings all construction items were constructed according to plans and specifications and are acceptable to the Engineer.
- v. Schedule and make an inspection with Billings prior to the expiration of construction warranty period and provide a certification of final acceptance. If any problems are found, send a list of deficiencies to Billings and Contractor and continue until acceptable.

Appendix B

Methods and Times of Payment

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:

Phase 00	Project Management	\$6,350.00
Phase 31	Design Survey	\$26,220.00
Phase 32	Construction Survey	\$13,000.00
Phase 39	Geotechnical	\$42,900.00
Phase 40	Design	\$114,610.00
Phase 50	Construction Administration	\$159,420.00
Phase 60	Project Closeout	\$12,130.00
Phase 88	Quality Assurance	<u>\$4,320.00</u>

TOTAL **\$378,950.00**

- 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 on an hourly basis at the applicable fees in Appendix D.

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 and hourly rates as shown in Appendix D have increased for all comparable clients.

Appendix C

Additional Services of Engineer

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

- A. Field and laboratory testing of materials and reports that are in addition to those listed in Appendix A.
- 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

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.

Standard Billing Rate Schedule
Effective Thru
December 31, 2019

			Standard Rate	Overtime Rate
Professional Services	Principal	Principal	216.00	216.00
	Engineer	Supervising Engineer III	201.00	201.00
		Supervising Engineer II	191.00	191.00
		Supervising Engineer I	180.00	180.00
		Senior Engineer II	170.00	170.00
		Senior Engineer I	155.00	155.00
		Design Engineer II	144.00	144.00
		Design Engineer I	134.00	134.00
		Engineer Intern II	118.00	118.00
		Engineer Intern I	103.00	103.00
	Planner	Supervising Senior Planner	185.00	185.00
		Senior Planner	155.00	155.00
	Scientist	Environmental Scientist II	118.00	118.00
		Environmental Scientist I	104.00	104.00
		Supervising Geologist	201.00	201.00
		Senior Geologist	191.00	191.00
		Geologist III	165.00	165.00
		Geologist I	118.00	118.00
	Engineering Technician	Senior Engineering Technician	149.00	149.00
		Engineering Technician	103.00	103.00
		Cad Designer III	129.00	129.00
		Cad Designer II	118.00	118.00
		Cad Designer I	110.00	165.00
		Cad Tech III	108.00	162.00
		Cad Tech II	97.00	145.50
		Cad Tech I	85.00	127.50
	Resident Project Representative	Senior Resident Project Representative	144.00	144.00
		Resident Project Representative III	138.00	138.00
		Resident Project Representative II	121.00	121.00
		Resident Project Representative I	105.00	157.50
	Clerical and Graphics	Administrative Manager	105.00	105.00
		Administrative Coordinator III	96.00	96.00
		Administrative Coordinator II	91.00	91.00
		Administrative Coordinator I	75.00	112.50
		Project Coordinator III	98.00	147.00
		Project Coordinator II	85.00	127.50
		Project Coordinator I	75.00	112.50
		Technical Intern	72.00	108.00
		Senior Communication Specialist	103.00	103.00
		Graphic Designer	87.00	87.00
Surveying Services	Survey	Senior Survey Manager	175.00	175.00
		Land Surveyor IV	143.00	143.00
		Land Surveyor III	135.00	135.00
		Land Surveyor II	124.00	124.00
		Land Surveyor I	113.00	113.00
		Remote Sensing Specialist	108.00	162.00
		Survey Technician IV	103.00	154.50
		Survey Technician III	98.00	147.00
		Survey Technician I	72.00	108.00
	Expert Witness	Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.		

EQUIPMENT RATES

Company Vehicle: highway miles - Pickups/SUV/4WD	\$.670/mile
highway miles – Medium SUV	\$.630/mile
highway miles - Sedan	
on-site mileage	\$.548/mile
	\$.548/mile plus \$5.00/hour
Private Vehicle	\$.545/mile
ATV/Snowmobile	\$50.00/day
UTV	\$100.00/day
GPS (1 Receiver)	\$120.00/day
GPS (2 Receivers)	\$30.00/hour, \$240.00/day
GEO GPS	\$65.00/day
Total Station	\$80.00/day
Robotic Total Station	\$30.00/hour, \$240.00/day
FARO Focus 3D X 130 Laser Scanner	\$400.00/day
sUAS Survey Drone	\$400.00/day
Nuclear Density Meter	\$10.00/hour, \$35.00/day
Airflow Balancing Hood	\$75.00/day
Core Drill	\$10.00/hole
Digital Level	\$50.00/day
Trimble V10 Image Rover	\$50.00/day

HYDROLOGICAL EQUIPMENT

Conductivity Meter	\$15.00/day
Disposable Bailers	\$10.00/each
Dissolved Oxygen Meter	\$20.00/day
PH Meter	\$15.00/day
PH/Temp/Conductivity Meter	\$25.00/day
Water Sample Fee	\$10.00/each
In Situ Level Troll 700	\$63.00/day, \$250.00/week
AquaCalc Pro	\$60.00/day, \$120.00/week
Marsh McBirney 2000 Flowmeter	\$60.00/day, \$120.00/week
Global Water FP 111 Flowmeter	\$25.00/day, \$75.00/week
Submersible Pump (Redi Flo 2)	\$155.00/day
Water Level Meter, 300 Ft.	\$25.00/day, \$50.00/week
Water Level Meter, 500 Ft.	\$35.00/day, \$75.00/week
Oil/Water Interface Well Probe	\$40.00/day, \$120.00/week
Hach Flo-Dar (logger & sensor)	\$400.00/week, \$1,000.00/month
Rain Gauge Sensor	\$15.00/week, \$60.00/month

PRINTING EXPENSES

	\$.10/8.5x11, \$.20/11x17
Black & White Copies	\$.13/8.5x14
Color Copies	\$.20/8.5x11, \$.40/11x17
	\$.20/8.5x14
Binding	\$.25/each
Lamination	\$1.00/each
Oversize Print Black & White	\$5.00/each
Oversize Print Color	\$6.00/each
Print & Basic Mount	\$12.00/each
Print & Machine Mount	\$20.00/each
Print, Machine & Laminate White Board	\$32.00/each

MISCELLANEOUS EXPENSE

Meals and Lodging At Cost

Materials and other direct costs will be invoiced at current rates. Included as direct costs are the following:

- * Consultants
- * Premium delivery service (UPS, Federal Express, etc.)
- * Testing supplies

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than November 13, 2018, the completion date for the Engineer's work through final design shall be:

1. Preliminary Engineering Services (30% Design): January 2019
2. Preliminary Engineering Services (70% Design): February 2019
3. Preliminary Engineering Services (90% Design): March 2019
4. Final Engineering Services (100% Design): April 2019
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

(Attach Certificate(s) of Insurance)

Regular City Council Meeting

Meeting Date: 11/13/2018

TITLE: Umbrella agreement, State of Montana Department of Justice Natural Resource Damage Program

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

Department: Parks/Rec/Public Lands

Presentation: No

PROBLEM/ISSUE STATEMENT

The purpose of this agreement is for the City of Billings to implement projects to restore, replace, rehabilitate, or acquire the equivalent of natural resources and services injured or lost due to the July 1, 2011, ExxonMobil Pipeline Company Yellowstone River Oil Spill. The agreement between the City of Billings and the State of Montana Department of Justice, Natural Resource Damage Program (NRDP) is for grant funding to implement the eight approved projects.

A copy of the agreement is available at the City Clerk's office for review.

ALTERNATIVES ANALYZED

City Council may:

- Approve the agreement between the State of Montana, Department of Justice, Natural Resource Damage Program and the City of Billings, or;
- Disapprove and provide Staff guidance on how to proceed.

FINANCIAL IMPACT

Total budget for all eight proposed and funded projects is \$1,402,453 in grant funding from the NRDP; no City matching funds are required.

RECOMMENDATION

Staff recommends approval of the agreement between the State of Montana, Department of Justice, Natural Resource Damage Program and the City of Billings.

APPROVED BY CITY ADMINISTRATOR

Attachments

Agreement

AGREEMENT

An Agreement is hereby entered into by and between the State of Montana, Department of Justice, Natural Resource Damage Program (hereinafter referred to as "NRDP"), whose address and phone number are 1720 9th Avenue, Helena, MT 59601 and (406) 444-0205, and the City of Billings (hereinafter referred to as "Contractor"), whose address and phone number are 390 North 23rd Street, Billings, MT 59101 and (406) 657-8371.

The purpose of this Agreement is for the Contractor to implement projects to restore, replace, rehabilitate, or acquire the equivalent of natural resources and services injured or lost due to the July 1, 2011 ExxonMobil Pipeline Company Yellowstone River Oil Spill, as proposed in the *Final Programmatic Damage Assessment and Restoration Plan and Final Programmatic Environmental Assessment for the ExxonMobil Pipeline Company July 1, 2011 Yellowstone River Oil Spill (Restoration Plan)*. The May 30, 2018 Yellowstone River recreation project priority plan was completed as part of the implementation of the Restoration Plan. The recreation project priority plan identifies preferred recreation projects and funding amounts to meet the restoration plan goal of providing additional recreational human use opportunities to offset those lost due to the July 1, 2011 ExxonMobil Pipeline Company Yellowstone River Oil Spill. The applications for these projects to the Recreation Advisory Committee are hereby incorporated by reference. These projects were approved by Governor Bullock on May 30, 2018 as part of the Yellowstone River recreation project priority plan. The City of Billings (Contractor) was awarded funding under the recreation project priority plan for up to eight recreation projects.

In consideration of the mutual covenants and stipulations described below, NRDP and Contractor agree as follows:

1. DATES TO COMMENCE AND COMPLETE SERVICES

As long as signed by both parties, the Contract's initial term is from the Effective Date of **July 1, 2018** through **June 30, 2022**, unless terminated earlier as provided in this Contract. In no event is this Contract binding on NRDP unless NRDP's authorized representative has signed it. The legal counsel signature approving legal content of the Contract does not constitute an authorized signature. This Contract may not be renewed.

2. SERVICES

The Contractor agrees to perform the services outlined in subsequent task orders under the terms of this Agreement. All work will be detailed in subsequent task orders which will contain a detailed scope of work, budget, and project schedule for implementation of certain City of Billings recreation projects. Projects for which task orders may be developed are listed in Attachment A. Contractor will initiate projects in the order listed in Attachment A or as otherwise approved by NRDP. City of Billings projects are subject to the individual project funding limits and conditions set forth in the recreation project priority plan.

3. CONSIDERATION/PAYMENT

In consideration of the services to be provided, NRDP shall pay Contractor an amount not to exceed \$1,402,453. The budget is included as **Attachment A, Budget**.

1. Travel expenses will be reimbursed at the current State reimbursement rates for meals, lodging, and mileage.
2. The Contractor shall be reimbursed for any other reasonable and appropriate expenses incurred in performing this contract such as telephone, copying, typing, drafting, computer programming, and other computer costs.
3. The contractor will be paid and/or reimbursed as specified above after submission to NRDP of an invoice for the amount claimed.
4. The invoice must identify the number of hours worked, the time frame in which the hours were worked, and a description of the work performed. If reimbursement for automobile travel is sought, the invoices must contain the dates of travel, the destination, and the mileage. If reimbursement for other expenses is sought, the invoice must sufficiently document the expenses and copies of receipts may be requested.
5. NRDP will not provide services or facilities to Contractor as part of this Agreement.
6. In addition to its other remedies under this Contract, at law, or in equity, NRDP may withhold payments to Contractor if Contractor has breached this Contract. Such withholding may not be greater than, in the aggregate, 10% of the total value of the subject statement of work or applicable contract.
7. NRDP has thirty (30) days to pay invoices, as allowed by Mont. Code Ann. § 17-8-242. Contractor shall provide banking information at the time of Contract execution in order to facilitate NRDP's electronic funds transfer payments. Invoices must be mailed to NRDP or e-mailed to DOJNRDPInvoice@mt.gov.
8. The Contract number MUST appear on all invoices, packages, and correspondence pertaining to the Contract. If the number is not provided, NRDP is not obligated to pay the invoice.

4. ACCESS AND RETENTION OF RECORDS

Contractor shall provide NRDP, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. NRDP may terminate this Contract under Section 14, Contract Termination, without incurring liability, for Contractor's refusal to allow access as required by this section. (Mont. Code Ann. § 18-1-118.) Contractor must consult with NRDP in conjunction with releasing information to the Legislative Auditor. Contractor shall not release any records except for in compliance with Section 13.

Contractor shall create and retain all records supporting the technical consulting services for a period of eight years after either the completion date of this Contract or termination of the Contract.

5. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this Contract without NRDP's prior written consent. (Mont. Code Ann. § 18-4-141.) Contractor is responsible to NRDP for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and NRDP under this Contract.

6. REQUIRED INSURANCE

The Contractor, as a political subdivision of the State of Montana, shall maintain for the duration of this Contract, at its cost and expense, all insurance required of a political subdivision under Mont. Code Ann. § 2-9, against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

7. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for NRDP in accordance with Mont. Code Ann. § 39-71-401, § 39-71-405 and § 39-71-417. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are NRDP employees. This insurance/exemption must be valid for the entire Contract term. Upon expiration, a renewal document must be sent to NRDP, P.O. Box 201425, Helena, MT 59620-1425.

8. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, NRDP, or local laws, rules, regulations, and executive orders including but not limited to the Montana Human Rights Act, the Equal Pay Act of 1963, 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. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees, and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with Mont. Code Ann. § 49-3-207 and Executive Order No. 04-2016, Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical

conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

9. DISABILITY ACCOMMODATIONS

NRDP does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

10. OWNERSHIP AND PUBLICATION OF MATERIALS

NRDP and any other persons or entities authorized by NRDP shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the materials resulting from the performance of this Agreement for any NRDP or public purpose. The Contractor may establish a claim to copyright of the materials resulting from the performance of this Agreement provided, that in such event, the Contractor shall affix the applicable copyright notices and acknowledgement of NRDP's sponsorship to such materials.

11. CONTRACT TERMINATION

Either party may terminate this Contract in whole or in part for the other party's failure to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than ten (10) calendar days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

NRDP, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(4).) As stated above, NRDP shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date NRDP's termination takes effect. This is Contractor's sole remedy. NRDP shall not be liable to Contractor for any other payments or damages arising from termination under this section including but not limited to general, special, or consequential damages, such as lost profits or revenues.

12. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to

remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five (5) working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

13. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without both parties' prior written consent. Services provided that do not conform to the Contract terms, conditions, and specifications may be rejected at Contractor's expense.

14. LIAISONS AND SERVICE OF NOTICES

All project management and coordination on NRDP's behalf must be through a single point of contact designated as NRDP's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this Contract must be coordinated between NRDP's liaison and Contractor's liaison:

NRDP Liaison: Alicia Stickney
 1720 9th Avenue
 PO Box 201425
 Helena, MT 59620
 Telephone: (406) 444-1346
 E-mail: AliciaStickney@mt.gov

City of Billings Liaison: Mike Pigg, Superintendent of Parks
 390 North 23rd Street
 Billings, MT 59101
 Telephone: (406)657-8371
 E-mail: piggm@ci.billings.mt.us

NRDP's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or e-mail. If notice is provided by personal service, or e-mail, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing. A signed and dated acknowledgement of the notice is required of both parties.

The personnel identified or described in Contractor's proposal shall perform the services provided for NRDP under this Contract. Contractor agrees that any personnel substituted during the term of this Contract must be able to conduct the required work to industry standards and be

equally or better qualified than the personnel originally assigned. NRDP reserves the right to approve Contractor personnel assigned to work under this Contract and any changes or substitutions to such personnel. NRDP's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this Contract. NRDP reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

15. MEETINGS

15.1 Technical or Contractual Problems. Contractor shall meet with NRDP's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and NRDP in the performance of their respective obligations, at no additional cost to the NRDP. NRDP may request the meetings as problems arise and the meetings will be coordinated by NRDP. NRDP shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

15.2 Progress Meetings. During the term of this Contract, NRDP's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and NRDP's progress in the performance of their respective obligations. These progress meetings will include NRDP's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide NRDP with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of NRDP to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

15.3 Failure to Notify. If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by NRDP, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

15.4 NRDP's Failure or Delay. For a problem or circumstance identified in Contractor's status report, which Contractor claims was the result of NRDP's failure or delay in discharging any NRDP obligation, NRDP shall review and determine if such a problem or circumstance was in fact the result of such failure or delay. If NRDP agrees as to the cause of

such a problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If NRDP does not agree as to the cause of such a problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

16. CHOICE OF LAW AND VENUE

Montana law governs this Contract. The parties agree that any litigation concerning this Contract 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.

17. TAX EXEMPTION

NRDP is exempt from Federal Excise Taxes (#81-0302402), except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

18. SEVERABILITY

A declaration by any court or any other binding legal source that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually and materially dependent.

19. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

19.1 Agreement. This Agreement consists of nine numbered pages, and any Attachments as required. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

19.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

20. WAIVER

NRDP's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

21. RESOLUTION OF DISAGREEMENTS If a dispute arises between NRDP and Contractor over matters covered by the Agreement that cannot be resolved at the project officer/staff attorney level, the matter will be referred to the Parks, Recreation and Public Lands Director and the NRDP Restoration Program Chief for an informal dispute resolution process. To initiate this informal process, each party will identify and describe the disputed issues in writing and deliver this explanation to the other party. In the event that the dispute cannot be resolved within a reasonable time after discussions based upon the exchange of information, the matter will be referred to the City Attorney and the NRDP Lawyer/Program Manager for resolution. If

the dispute cannot be resolved within a reasonable time at this level, the matter will be referred to the Governor for resolution.

22. EXECUTION

The parties through their authorized agents have executed this Agreement on the dates set out below.

STATE OF MONTANA
Department of Justice
Natural Resource Damage Program
1720 9th Avenue
PO Box 201425
Helena, MT 59620

CITY OF BILLINGS, MONTANA
390 North 23rd Street
Billings, MT 59101
Federal Tax ID # _____

BY:



Doug H. Martin
Restoration Program Chief

BY:

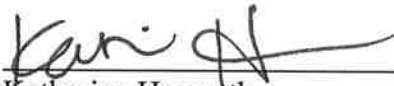
William A. Cole
Mayor

DATE:

Aug 21, 2018

DATE: _____

Approved as to Legal Content:



Katherine Hausrath
Assistant Attorney General
Natural Resource Damage Program

Approved as to Form:

Brent Brooks
City Attorney
City of Billings, Montana

DATE:

8/22/2018

DATE: _____

ATTACHMENT A
BUDGET

As funding is available under the recreation project priority plan, the NRDP and the Contractor will develop a budget associated with an individual task order for the completion of each of the following projects under the recreation project priority plan:

- 1- Coulson Park Master Plan \$45,000
- 2- Josephine Lake Fishing Habitat Improvement (Task 1) \$50,000
- 3- Coulson Park Infrastructure \$250,000
- 4- Norm's Island Latrines \$68,500
- 5- Coulson Park Improvement \$110,000
- 6- Riverfront Park Multi-Use Trail \$420,000
- 7- Josephine Lake (Tasks 2-4) \$100,000
- 8- William Clark Recreation Area Construction \$358,953

Budgets should be provided in an Excel spreadsheet, broken down by staff, hours, salary, and contracted services.

NRDP shall pay Contractor an amount not to exceed \$1,402,453. Projects are subject to the individual project funding limits and conditions set forth in the recreation project priority plan.

Regular City Council Meeting

Meeting Date: 11/13/2018

TITLE: Limited Commercial Aviation Building and Ground Lease Renewal with Aero Interiors

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

Presentation: No

PROBLEM/ISSUE STATEMENT

Aero Interiors desires to renew the Limited Commercial Aviation Building and Ground Lease it has utilized for the past ten years. Aero Interiors is asking for an additional five-year lease for this City owned hangar property, located in the Executive Hangar area on the west side of the Airport. The new term commences on November 1, 2018, and terminates on October 31, 2023. Aero Interiors currently utilizes this 4,200 square foot hangar to operate its specialized business of maintaining, repairing, retrofitting, altering, and modifying aircraft interiors and upholstery.

ALTERNATIVES ANALYZED

City Council may:

- Approve the five-year renewal of the Limited Commercial Aviation Building and Ground Lease to Aero Interiors; or
- Disapprove the five-year renewal of the Limited Commercial Aviation Building and Ground Lease to Aero Interiors, and direct staff on how to proceed.

FINANCIAL IMPACT

This five-year lease will generate \$24,276 in annual revenue in the first year, with lease rentals in subsequent years adjusted on an annual basis using the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics.

RECOMMENDATION

Staff recommends that the City Council approve the five-year renewal of the Limited Commercial Aviation Building and Ground Lease with Aero Interiors.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 11/13/2018

TITLE: 2018 Federal Homeland Security Grant for Bomb Squad - \$89,982.44

PRESENTED BY: Rich St. John, Police Chief

Department: Police

Presentation: No

PROBLEM/ISSUE STATEMENT

The State of Montana has \$89,982.44 available through the Federal FY 2018 U. S. Department of Homeland Security Grant Program and has offered a subgrant to the City of Billings Bomb Squad for training and equipment. This will be the City's ninth year receiving Homeland Security Grant funds, which have been used for equipment and training.

The bomb squad has six members that require 40 hours of training per year. Funds will be used for costs associated with this training. The Billings Police Bomb Squad is planning to send the six members of the department's bomb squad to a 40 hour training course. Information obtained at this training will be used and shared with Federal, State and Local members within the bomb disposal community. The field of ordinance disposal is constantly changing and evolving. Continued education and training is necessary to maintain competence in this field. The primary function of the Billings Bomb Squad is to detect, disrupt and defeat any improvised explosive device. The training requested will enable the Billings Bomb Squad to learn and share the latest information regarding current threats and trends.

The Billings Bomb Squad has recently replaced a retired member of the squad and is in need of training funds to send our new member to the six-week basic Hazardous Devices Course at Redstone Arsenal in Huntsville, Alabama.

The Billings Bomb Squad is requesting funds to purchase accessory equipment for our existing ICOR bomb robot and hand tools. This equipment includes Logos X-ray panels, a telescoping manipulator, wireless Bluetooth handheld controller, motorized anti-flip bar, claw accessories kit, spare parts kit, FLIR camera, digital recorder, command post video transmitter, portable handheld screen, auxiliary pole camera, fiber optic tether, RF digital extender, extension cables, truck bracket kit, folding CCU stand, replacement batteries, CCU & DC battery chargers

ALTERNATIVES ANALYZED

The City Council may:

- Approve the Federal FY 18 U. S. Department of Homeland Security Grant for the Bomb Squad in the amount of \$89,982.44; or
- Not approve the Federal FY 18 U. S. Department of Homeland Security Grant for the Bomb Squad in the amount of \$89,982.44; which would result in the General Fund absorbing costs related to Bomb Squad training.

FINANCIAL IMPACT

There is no financial impact to the City as there is no City match required for this grant.

RECOMMENDATION

Staff recommends City Council approve and accept the Federal FY 2018 Homeland Security Grant in the amount of \$89,982.44.

APPROVED BY CITY ADMINISTRATOR

Attachments

Award



State Homeland Security Program (SHSP)

FY 18 Award Letter

Rich St John
City of Billings
220 North 27th St
Billings, MT 59101

Chief St John,

Congratulations, on behalf of Montana Disaster and Emergency Services (MT DES), your application for financial assistance submitted under the Fiscal Year (FY) 2018 State Homeland Security Program, Billings EOD project, has been approved in the amount of \$89,982.44. City of Billings is not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligor Document for Award (attached to this Award Letter)
- FY 18 Homeland Security Grant Program Notice of Funding Opportunity

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award. In order to establish acceptance of the award and its terms, please complete, sign and return the Obligor Document for Award to your MT DES Grant Coordinator.

For additional assistance, please contact your MT DES Grant Coordinator.

Delila Bruno
Administrator
Montana Disaster and Emergency Services



AGREEMENT ARTICLES
State Homeland Security Program

SUB-RECIPIENT: City of Billings
PROGRAM: State Homeland Security Program
AGREEMENT NUMBER: EMW-2018-SS-00021

TABLE OF CONTENTS

Article I	Summary Description of Award
Article II	Operation Stonegarden Program
Article III	Indirect Cost
Article IV	Acceptance of Post Award Changes
Article V	Procurement of Recovered Materials
Article VI	Whistleblower Protection Act
Article VII	Use of DHS Seal, Logo and Flags
Article VIII	USA Patriot Act of 2001
Article IX	Universal Identifier and System of Award Management (SAM)
Article X	Reporting of Matters Related to Recipient Integrity and Performance
Article XI	Rehabilitation Act of 1973
Article XII	Trafficking Victims Protection Act of 2000
Article XIII	Terrorist Financing

Article XIV	SAFECOM
Article XV	Reporting Subawards and Executive Compensation
Article XVI	Debarment and Suspension
Article XVII	Copyright
Article XVIII	Civil Rights Act of 1964 - Title VI
Article XIX	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article XX	Americans with Disabilities Act of 1990
Article XXI	Age Discrimination Act of 1975
Article XXII	Activities Conducted Abroad
Article XXIII	Acknowledgment of Federal Funding from DHS
Article XXIV	DHS Specific Acknowledgements and Assurances
Article XXV	Assurances, Administrative Requirements, Cost Principles, and Audit Requirements
Article XXVI	Patents and Intellectual Property Rights
Article XXVII	Notice of Funding Opportunity Requirements
Article XXVIII	Non-supplanting Requirement
Article XXIX	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXX	National Environmental Policy Act
Article XXXI	Lobbying Prohibitions
Article XXXII Title VI)	Limited English Proficiency (Civil Rights Act of 1964,
Article XXXIII	Hotel and Motel Fire Safety Act of 1990
Article XXXIV	Fly America Act of 1974
Article XXXV	Federal Leadership on Reducing Text Messaging while Driving
Article XXXVI	Federal Debt Status

Article XXXVII	False Claims Act and Program Fraud Civil Remedies
Article XXXVIII	Energy Policy and Conservation Act
Article XXXIX	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XL	Duplication of Benefits
Article XLI	Drug-Free Workplace Regulations
Article XLII	Civil Rights Act of 1968
Article XLIII	Prior Approval for Modification of Approved Budget
Article XLIV	Disposition of Equipment Acquired Under the Federal Award
Article XLIII	MT DES Specific Acknowledgements and Assurances
Article XLIV	Accruals
Article XLV	Authorized Representative

Article I - Summary Description of Award

The purpose of the FY 2018 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II - Operation Stonegarden Program Hold

N/A – Project falls under the State Homeland Security Grant Award

Article III - Indirect Cost Hold

N/A – No Indirect Costs associated with this award.

Article IV - Acceptance of Post Award Changes

In the event MT DES determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, sub-recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

Article V - Procurement of Recovered Materials

Sub-recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article VI - Whistleblower Protection Act

Sub-recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article VII - Use of DHS Seal, Logo and Flags

Sub-recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article VIII - USA Patriot Act of 2001

Recipients must comply with requirements of the [*Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)*](#), which amends 18 U.S.C. Sections 175-175c.

Article IX - Universal Identifier and System of Award Management (SAM)

Sub-recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#).

Article X - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the sub-recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the award terms and conditions.

Article XI - Rehabilitation Act of 1973

Sub-recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XII - Trafficking Victims Protection Act of 2000

Sub-recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at [2 C.F.R. Section 175.15](#), the full text of which is incorporated here by reference.

Article XIII - Terrorist Financing

Sub-recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XIV - SAFECOM

Sub-recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications

Article XV - Reporting Subawards and Executive Compensation

Sub-recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

Article XVI - Debarment and Suspension

Sub-recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XVII - Copyright

Sub-recipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XVIII - Civil Rights Act of 1964 - Title VI

Sub-recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 [C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

Article XIX - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Sub-recipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Sub-recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

Article XX - Americans with Disabilities Act of 1990

Sub-recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101- 12213).

Article XXI - Age Discrimination Act of 1975

Sub-recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXII - Activities Conducted Abroad

Sub-recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXIII - Acknowledgment of Federal Funding from DHS

Sub-recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXIV - DHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the [DHS Office of Civil Rights and Civil Liberties](#) (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XXV - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form) [Standard Form 424B Assurances - Non-Construction Programs](#), or [OMB Standard Form 424D Assurances - Construction Programs](#) as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations, Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

Article XXVI - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in 35 U.S.C. Section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. Section 401.14.

Article XXVII - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

Article XXVIII - Non-supplanting Requirement

Sub-recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Sub-recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R.](#)

[Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - National Environmental Policy Act

Sub-recipients must comply with the requirements of the [National Environmental Policy Act](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXI - Lobbying Prohibitions

Sub-recipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXXII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Sub-recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXXIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, (15 U.S.C. Section 2225a), sub-recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, (15 U.S.C. Section 2225).

Article XXXIV - Fly America Act of 1974

Sub-recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 [amendment](#) to Comptroller General Decision B-138942.

Article XXXV - Federal Leadership on Reducing Text Messaging while Driving

Sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXXVI - Federal Debt Status

Sub-recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

Article XXXVII - False Claims Act and Program Fraud Civil Remedies

Sub-recipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXXVIII - Energy Policy and Conservation Act

Sub-recipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXIX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Sub-recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

Article XL - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XLI - Drug-Free Workplace Regulations

Sub-recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the sub-recipient is an individual) of [2 CFR part 3001](#), which adopts the Government-wide implementation ([2 CFR part 182](#)) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article XLII - Civil Rights Act of 1968

Sub-recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. Section 3601 et seq.), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See [24 C.F.R. Section 100.201](#).)

Article XLIII - Prior Approval for Modification of Approved Budget

Before making any change to the MT DES approved budget for this award, you must request prior written approval from MT DES where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than the simplified acquisition threshold as defined at 2 C.F.R. Section 200.88 (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLIV - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from MT DES to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XLIII - MT DES Specific Acknowledgements and Assurances

Sub-recipients must acknowledge and agree to comply with applicable provisions governing MT DES access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipients must cooperate with any compliance reviews or compliance investigations conducted by MT DES.
2. Sub-recipients must give MT DES access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by MT DES regulations and other applicable laws or program guidance.

3. Sub-recipients must submit timely, complete, and accurate reports to the appropriate MT DES officials and maintain appropriate backup documentation to support the reports.
4. Sub-recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. The State of Montana shall not be liable for any reimbursement amount greater than the award amount available to each county/Tribe.
6. Failure of the County/Tribe to accomplish SHSP objectives may result in the reduction or withholding of funds, or other action, as determined by MT DES.

The State of Montana has the right to seek judicial enforcement of these obligations.

Article XLIV - Accruals

As established within Montana Operations Manual Policy, accrual documentation is required of all sub-recipients by the Montana Department of Administration, State Financial Services Division, and must be submitted to MT DES no later than the second week of June, or as instructed by MT DES.

Article XLV – Authorized Representative

As evidenced by the signatures found in the Letter of Obligation, the Sub-Recipient Signatory Official agrees to appoint the Sub-Recipient Authorized Representative to act on behalf of City of Billings. This individual shall be duly authorized with all necessary powers with regard to the administration and oversight of the 2018 State Homeland Security Program grant, EMW-2018-SS-00021. The Catalog of Federal Domestic Assistance (CFDA) number associated with this grant is 97.067.

Obligating Document for Award

AGREEMENT NUMBER: EMW-2018-SS-00021	SUB-RECIPIENT NAME AND ADDRESS: City of Billings 220 North 27th St Billings, MT 59101	ISSUING STATE OFFICE AND ADDRESS: Montana Disaster and Emergency Services P.O. Box 4789 1956 MT Majo Street Fort Harrison, MT 59636-4789
AMENDMENT #		
NAME OF SUB-RECIPIENT AUTHORIZED REPRESENTATIVE: George Gartner	SUB-RECIPIENT AUTHORIZED REPRESENTATIVE CONTACT INFORMATION: gartnerg@ci.billings.mt.us 406-657-8417	NAME AND CONTACT INFORMATION OF MT DES PREPAREDNESS BRANCH MANAGER: Burke Honzel bhonzel@mt.gov (406) 324-4771
EFFECTIVE DATE OF THIS ACTION: 10/01/2018	METHOD OF PAYMENT: EFT	NAME AND CONTACT INFORMATION OF MT DES GRANT COORDINATORS: Andrew Long Andrew.long@mt.gov (406) 324-4786
FEDERAL AWARD AMOUNT: \$89,982.44		PERIOD OF PERFORMANCE: From: 10/01/2018 To : 09/30/2019
ASSISTANCE ARRANGEMENT: Cost Reimbursement	CFDA #: 97.067	Budget Period: From: 10/01/2018 To: 09/30/2019
SUB-RECIPIENT SIGNATORY OFFICIAL (Name and Title)		DATE
SUB-RECIPIENT AUTHORIZED REPRESENTATIVE (Name and Title)		DATE
MT DES SIGNATORY (Name and Title)  Burke Honzel, Preparedness Bureau Chief, Authorized Organizational Representative		DATE 11 SEP 2018

Regular City Council Meeting

Meeting Date: 11/13/2018

TITLE: Subdivision Improvement Agreement Phasing Amendment - Parkland West Lots 1A, 1B and 1C

PRESENTED BY: Monica Plecker

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

On October 16, 2018, Sanderson Stewart, agent for the LDS Church, applied for an amendment to the Subdivision Improvement Agreement (SIA) specifically related to the phasing of improvements for Lots 1A, 1B and 1C, Block 6 of Parkland West Subdivision. These lots are part of an existing planned development for a church and single family residences. There are just the 3 lots included in this SIA. The subject property is generally located on the northeast corner of Monad Road and South 36th Street West. The property is PD with underlying zoning of Residential-9600 (R-96).

ALTERNATIVES ANALYZED

City Council may: Approve or disapprove of the proposed changes to the SIA.

BACKGROUND

Parkland West Subdivision, 1st Filing, Amended Lot 1, Block 6, received final plat approval on January 17, 2001. Before the subdivision, there was a conditionally approved special review to allow for a church and softball fields with residential to the north on the property (April 24, 1995). On May 8, 1995, a zone change was approved changing the property from PUD Public to PUD Residential 9600. At that time, there were plans to build a church on the northeast corner on Lot 1B with Lot 1C as future ball fields and open space. Lot 1A was to be developed as single family residential. The current SIA requires infrastructure installation with 'development' of Lot 1C. This lot does not have any proposed uses that would require access off of Rachelle Circle. Rachelle Circle runs between Lots 1B, 1C and Lot 1A. There will be no roads into Lot 1C for access to individual houses or need for water and sewer lines into Lot 1C. Lot 1C, when it is developed into sports field and open space, will only be required to handle storm water on site.

The changes requested in the SIA phasing will put Lot 1C in phase 1 which was the construction of the church building and combine phases 2 and 3 into a single phase 2. Phase 2 will now be Lot 1A which is future residential lots. It would be anticipated that this lot will either be subdivided in the future or developed as a single lot with multiple homes on it. The future developer will be required to complete the extension of the water and sewer lines and complete the construction of Rachelle Road with approved fire hydrants along the remaining length of Rachelle Road. See attached proposed changes to the SIA. The specific proposed changes are on pages 3 through 8. Also, attached is Exhibit A that shows the affected properties and future plans for the land. Approval of the changes to the SIA do not include approval of the proposed parking lot expansion.

Planning staff requested comment from divisions affected by the proposed changes in the SIA.

There were no concerns expressed by anyone and the needed improvements will be installed when Lot 1A is developed for residential uses in the future.

FINANCIAL IMPACT

If the City Council approves the amended SIA, at sometime in the future Lot 1A may further develop under private ownership, resulting in additional tax revenues.

RECOMMENDATION

Staff recommends approval of the amended SIA phasing plan of Lots 1A, 1B and 1C, Block 6 of Parkland West Subdivision, 1st Filing to the City Council.

APPROVED BY CITY ADMINISTRATOR

Attachments

Proposed Changes to the SIA
Exhibit A
proposed amended SIA

AMENDED SUBDIVISION IMPROVEMENTS AGREEMENT

AMENDED LOT 1, BLOCK 6 OF PARKLAND WEST SUBDIVISION, FIRST FILING

This AGREEMENT made and entered into this ____ day of _____, ~~2000~~ 2018, by and between CORPORATION OF THE PRESIDNG BISHOP OF THE CHURCH OF JESUS OF LATTER-DAY SAINTS, a Utah corporation sole, whose address for the purpose of this agreement is Meetinghouse Facilities Department, 50 East North Temple Street, 4th Floor West Wing, Salt Lake City, Utah 84150, hereinafter referred to as "Subdivider", and the CITY OF BILLINGS, Billings, Montana, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the Plat of Amended Lot I, Block 6 of Parkland West Subdivision, First Filing, located in the City of Billings, Yellowstone County, Montana, was submitted to the Planning Department, which recommended its approval to the City Council of the City of Billings; and

WHEREAS, at a regular meeting held on the 11th day of January, 1999, the City Council approved a Preliminary Plat of Amended Lot 1, Block 6 of Parkland West Subdivision, First Filing, and

WHEREAS, a Subdivision Improvements Agreement ~~is~~ was required by the City prior to approval of the final plat; and

WHEREAS, the Subdivision is subject to the terms and conditions of ~~that~~ certain Subdivision Improvements Agreements filed October 21, 1982 under Document No. 1243759, and filed January 17, 2001 under Document No. 3115233, records of Yellowstone County, Montana.

WHEREAS, the Subdivider owns all of Amended Lot 1, Block 6 of Parkland West Subdivision, First Filing, and wishes to file an Amended Subdivision Improvement Agreement, which will supersede the Subdivision Improvement Agreement, filed on January 17, 2001 under Document No. 3115233.

NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration •of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

1. Subdividers agree to construct the following improvements as required and in conformance With the Billings Subdivision Regulations:

A. STREETS

(1) Street Construction.

All private internal access roads and site improvements within the Subdivision will be in accordance with the City of Billings Site Development Ordinance, City Zoning Ordinance, the Uniform Building Code, and the Storm Water Management Manual, and other applicable City Codes, Rules, and Regulations.

Subdividers will enter into a private contract for the construction of . all required improvements for those portions of South 36th Street . West, Crater Lake Avenue, and Rachelle Circle adjacent to or within the Subdivision, as follows:

- (a) South 36th Street West: Portions of South 36th Street West have been previously constructed, including the westerly sidewalk, westerly curb and gutter and westerly 30 feet of gravel and asphalt section. The developer shall install curb . and gutter, 5-foot boulevard sidewalk and asphalt and gravel street section to complete the 49-foot wide (back of curb to back of curb) street section along the frontage of the Subdivision. Said street improvements shall be constructed in conjunction with Phase I development as defined herein.
- (b) Rachelle Circle: Rachelle Circle will be a standard 37-foot wide (back of curb to back of curb) street. Phase I development, as defined herein, shall include installation of curb and gutter, 5-foot curbside and 30-foot of asphalt and gravel street section from the lip of curb along the south side of the street, adjacent to Lot 1B.

Phase II development as defined herein shall include installation of curb and gutter, 5-foot curbside and 30 foot of asphalt and gravel street section from the lip of curb along the south side of the street along the frontage of Lot 1C, as well as construction of the entire cul-de-sac . turnaround including asphalt and gravel street section and curb and gutter over the entire perimeter of the cul-de-sac, Sidewalk will only be required on the Lot 1C frontage as part of Phase II development.

Phase ~~III~~ II development ~~as defined herein~~ shall also include curb and gutter, 5-foot curbwalk, and completion of the street section along Lot IA frontage to provide for a completed 37-foot wide street (back of curb to back of curb).

- (c) Crater Lake Avenue: A portion of Crater Lake avenue adjacent to the Subdivision has been previously constructed (South 36th Street West to Wind Cave Circle).

Phase ~~III~~ II development as defined herein shall include installation of curb and gutter, 5-foot curbwalk and 30 foot of asphalt and gravel street section from the lip of the curb, along the south side of the street, for those portions not previously constructed. Phase ~~III~~ II development shall also include a temporary emergency turnaround at the easterly end of the Subdivision. Said turnaround shall be located on Lot IA, and an easement shall be provided by the developer at the time of construction. Turnaround shall meet City standards.

- (d) Monad Road: Monad Road has been previously constructed. No improvements are required by the Subdivision.

The design thickness of the street improvements shall be determined from actual field tests conducted by a responsible testing laboratory. The design section shall be submitted to, reviewed by, and approved by the City Engineer.

(2) Street Signs.

Street name signs shall be furnished and installed as required by the City Engineer.

- (3) Traffic Control Devices. The Subdivider shall furnish and install all necessary traffic control devices in accordance with plans and specifications submitted to and approved by the City Engineer. Said devices may include, but shall not be limited to, Type III . Barricades, traffic control signs, and pavement striping.

(4) Storm Drainage.

Storm drainage shall be provided by a combination of surface drainage and curbs and gutters, drained to underground storm drains. All drainage

improvements shall comply with the provisions of the Stormwater Management Manual..

(04-12-00)

- (a) **Phase I Development.** Phase I development as defined herein, shall include construction of a temporary stormwater retention pond located on Lot IA and drainage swales to direct the street runoff from Rachelle Circle to the retention pond.

The temporary stormwater retention pond shall lie within an easement area as depicted on the plat. Said easement shall be granted by separate temporary easement document recorded concurrently with the plat,

- (b) **Phase II Development.** Phase II development as defined herein, shall include construction of street inlets and storm drain piping in Rachelle Circle, said piping extending east of Rachelle Circle, then north along the easterly subdivision boundary to a discharge into the temporary retention pond, constructed under Phase I development.

- (c) **Phase III Development** ~~Phase II Development as defined herein~~ shall also include extending the storm drain piping installed under Phase II development north to Crater Lake Avenue, installation of the 21-inch storm drain piping, manholes and inlets in Crater Lake Avenue, including connecting to the existing storm drain at the intersection of Crater Lake Avenue and Wind Cave Circle. The storm drain shall be extended north of Crater Lake Avenue into the park area. A stormwater retention pond will be constructed within the park area.

At the time of Phase ~~III~~ II development, the temporary stormwater retention pond previously constructed on Lot IA will be abandoned.

- (c) **Lots 1B and IC:** The proposed development of Lots 1B and IC (Church meeting house/~~softball field~~/parking lot/landscaping) will require construction of on-site stormwater retention, meeting the requirements of the Stormwater Management Manual. A stormwater outfall will be constructed to the existing storm drain in Monad Road for Lots 1B and IC.

20-Foot Wide Storm Drain Right-of-Way. A 20-foot wide Storm Drain Right-of-Way is shown on the plat at the easterly terminus of Rachelle Circle. This right-of-way traverses easterly to the east line of the subdivision and then north to Crater Lake Avenue along said east line. The primary purpose of this storm drain right-of-way is to contain the 21-inch storm drain line discussed in Paragraph ~~(c)~~ (b) above: This right-of-way may ultimately have a pedestrian or bike path constructed upon it, with appropriate landscaping, as approved by the City Engineer's Office. For the entire area of the storm drain right-of-way, as depicted on the face of the plat, the Subdivider and their successors agree as follows:

- 1) Not to construct, nor cause to be constructed, within the right-of-way any type of building or structure, such as, but not limited to, houses, garages, sheds, kennels, fences, walls, nor any other fixed objects of any kind, shape or form, except as may be licensed by the City.
- 2) Not to plant, or cause to be planted, within the right-of-way any trees, bushes, shrubs, hedges, or any other plantings of a similar nature, except as may be licensed by the City.
- 3) The City or its agents can freely travel within the right-of-way for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing, and replacing improvements over, across, and through the right-of-way, together with the free right of ingress and egress at all times of the day or night
- 4) If this right-of-way is ultimately improved with sidewalks, bikeways, or formal landscaping as approved by the City, then its long-term maintenance should be guaranteed through its inclusion within the extended Park Maintenance District included in the Waiver contained herein. Prior to inclusion of this right-of-way in a Park Maintenance District, the abutting property owner(s) shall agree to maintain said area at a minimum by mowing, cleaning, keeping free of noxious weeds, and performing other general maintenance to the satisfaction of City Code.

(5) Street Lighting.

Construction or installation of street lights shall not be required at this time, but street lights shall be included in the waiver for construction of the same in the future. Said waiver shall also include a maintenance district for street light energy and the maintenance of street lights.

(6) Landscaping.

Landscaping shall be provided in conformance with the requirements as outlined the Unifield Zoning Regulations for the City of Billings and Yellowstone County. Landscaping within public right-of-way does not satisfy the requirements for landscaping on private property.

B. UTILITIES

(1) Water.

Phase I development, as defined herein, shall include installation of 8-inch water main in Rachelle Circle along the frontage of Lot 1B. A temporary fire hydrant shall be installed on the east end of said water main.

Phase II development, as defined herein, shall include installation of 8-inch water main from the easterly end of the Phase I water main to the cul-de-sac. A fire hydrant shall be installed at the cul-de-sac.

~~Phase III development, as defined herein,~~ Phase II development shall also include installation of 8-inch water main in Crater Lake Avenue from the existing stub at Wind Cave Circle to the easterly property line of Lot 1 C. A fire hydrant shall be installed on the east end of said water main.

(2) Sanitary Sewer.

Phase I development, as defined herein, shall include construction of 8-inch sanitary sewer in Rachelle Circle from the existing sanitary sewer main in South 36th Street West to the east property line of Lot 1B. A temporary manhole shall be installed on the east end of said sanitary sewer.

Phase II development, as defined herein, shall include construction of 8-inch sanitary sewer in Rachelle Circle from the easterly end of the Phase I sanitary sewer main to the cul-de-sac. ~~Phase III development, as defined herein,~~ and shall also include construction of 8-inch sanitary sewer main in Crater Lake Avenue from the existing manhole at Wind Cave Circle to the east property line of Lot 1A.

(3) Services.

It is anticipated that Lot 1A will be subdivided into residential lots at some time in the future. As such, sewer and water services will be constructed at the time of street construction. Service locations are to be based upon a concept layout of future subdivision lotting of Lot 1A.

(4) Standards.

The water and sewer mains and storm drains shall be sized and installed in conformance with the City of Billings design standards and specifications and the rules and regulations of the State of Montana Department of Environmental Quality.

(5) Power, Telephone, Gas, and Cable Television.

All power, telephone, gas and cable television lines within the public right-of-way shall be installed prior to street paving. Appropriate utility easements be provided across the Subdivision lots for service to the proposed development.

(6) Fees and Charges.

Unless specifically mentioned or excluded herein, the property is subject to any and all applicable water and wastewater fees and charges.

C. SURVEY MONUMENTS

Survey monuments shall be installed as required by City Ordinance and the Rules and Regulations of the State of Montana.

2. Park Dedication. Park dedication has been previously met, as part of Parkland West Subdivision, First Filing

3. For the purposes of this agreement, development phasing is defined as follows:

Phase I - Development of Lot 1B and Lot 1C
Phase II - Development of Lot ~~1C~~ 1A
~~Phase III - Development of Lot 1A~~

4. Subdividers agree to provide for any necessary adjustments or alterations to existing improvements which are necessary and limited to those improvements required to make the improvements contemplated by this agreement without cost to the City. The water and sewer mains, storm drains, and streets shall be sized, designed, and installed in conformance with City design standards and with the provisions of the Montana Public Works Standard Specifications.

5. Subdividers agree to notify the City Engineer of the date and hour construction is anticipated to begin on the required improvements and to keep the City Engineer informed of the progress of construction; if the construction is stopped for any other reason than overnight, holidays and weekends, the Subdividers agree to notify the City Engineer of stoppage. Further, Subdividers agree to notify the City Engineer not less than four (4) hours before construction is scheduled to resume.
6. A Private Contract will be executed by the Subdividers for installation and construction of the required Phase I improvements. The private contract will be secured by a letter of credit or a letter of commitment, to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Engineer. Building permits may not be issued for the Subdivision, prior to securing the public improvements.
7. Subdividers desire to file the Subdivision plat following the execution and financial guarantee of said Phase I Private Contract for installation of the required improvements described herein. The Subdividers and the City agree that the final plat may be filed, but that Subdividers install or construct the improvements required hereunder before an occupancy permit will be issued for Lot 1B.
8. The Subdivider agrees that a private contract will be executed by the Subdivider for the installation and construction of the required Phase II ~~and/or Phase III~~ improvements prior to development of ~~Lot 1C and/or Lot 1A~~.
9. There is attached hereto a Waiver waiving the right to protest the creation of a special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point, The Waiver will be filed with the plat, shall run with the land and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owners specifically agree that they are waiving valuable rights and do so voluntarily. In the event the Subdivider fails or refuses to create a special improvement district as required by this Agreement or to commence construction under a private contract, the City shall be entitled to rely on the Waiver and create the or districts necessary to install said improvements.
10. In the event the improvements are constructed through a private contract, then the Subdivider will be held responsible for the care and maintenance

of all improvements until completion and final acceptance by the City. If the improvements are constructed utilizing a Special Improvement District, then the Special Improvement District shall be responsible for the care and maintenance of all improvements until completion and final acceptance by the City.

11. While the improvements are being constructed hereunder, the construction site shall be kept free and clear of all unsightly accumulation of rubbish and debris, and the public shall be protected by the use and maintenance of sufficient and proper barricades, lights and related construction items as specified in the manual of uniform traffic control devices during the course of construction.
12. Subdivider agrees to guarantee all improvements for a period of one year from the date of final acceptance by the City of Billings by a requirement in the special improvement district or private contract that the contractor must guarantee improvements for a period of one year after final acceptance by the City.
13. The owners of the properties involved in this proposed Subdivision by signature subscribed hereinbelow, agree, consent and shall be bound by the provisions of this Agreement.
14. The covenants, agreements and all statements in this Agreement shall run with the land and shall be binding on the heirs, personal representatives, successor and assigns of the respective parties.
15. 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 this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
16. Any amendments or modifications of this Agreement or any provisions herein shall be made in and executed in the same manner as this original document and shall after execution become a part of this Agreement.
17. The Subdivider agrees to comply with all requirements of the Billings, Montana City Code and all laws and administrative rules of the State of Montana.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

"SUBDIVIDER"

CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS, a Utah corporation sole

By _____
Authorized Agent

STATE OF UTAH

: SS

COUNTY OF Salt Lake)

On this _____ day of _____, ~~2000~~ 2018, personally appeared before me _____, personally known to me to be the Authorized Agent of the CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who. acknowledged before me that he signed the foregoing instrument as Authorized Agent for the CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS OF LATTER-DAY SAINTS, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said Corporation; and that said instrument is the free and voluntary act of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said Corporation and that said Corporation executed the same.

Notary Public in and for the State of Utah
Residing at _____
My commission expires _____

This Agreement is hereby approved and accepted by the City of Billings, this
_____ day of _____, ~~2000~~ 2018.

"CITY"
THE CITY OF BILLINGS
MONTANA

By _____
Mayor

Attest _____
City Clerk

Approved as to Form _____
City Attorney

STATE OF MONTANA)
 :ss
County of Yellowstone)

On this _____ day of _____, ~~2000~~ 2018, before me, a Notary Public for the State of Montana, personally appeared _____, and _____ known to me to be the Mayor and City Clerk, respectively of the City of Billings, Montana, whose names are subscribed to in the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

Notary Public in and for the State of Utah
Residing at _____
My commission expires _____

WAIVER OF RIGHTS TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdividers and sole owners of the hereinafter described property does hereby waive its right to protest the creation of one or more concurrent or sequential Special Improvement Districts for the following purpose or purposes:

Construction of streets, curbs, gutter, survey monuments, street name signs, traffic control devices, sanitary sewer lines, water lines, street lights, street light energy, street light maintenance, sidewalks, driveways, parks and park maintenance, storm drain system, either within or without the area, to provide drainage for runoff water and other improvements incident to the above which the City of Billings may require.

The waiver and agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned is a party and shall run with the land and shall be binding upon the undersigned, its successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows, to-wit:

All of Amended Lot 1, Block 6, Parkland West Subdivision, First Filing, according to the plat thereof on file and of record in the office of the Clerk and Recorder of Yellowstone County, Montana.

WAIVER signed and dated this _____ day of _____, ~~2000~~ 2018.

"SUBDIVIDER"

CORPORATION OF PRESIDING BISHOP
OF CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS, Utah corporation sole

STATE OF UTAH

COUNTY OF Salt Lake)

On this _____ day of _____ ~~2000~~ 2018, personally appeared before me _____, personally known to me to be the Authorized Agent of the CORPORATION OF PRESIDING BISHOP OF CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for the CORPORATION OF THE PRESIDNG BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, *and that the seal impressed on the within instrument is the seal of said Corporation*; and that said instrument is the free and voluntary act of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said Corporation and that said Corporation executed the same.th Corporation executed the same.

Notary Public in and for the State of Utah

Residing at _____

My commission expires _____

EXHIBIT A

CHURCH PARKING EXPANSION CONCEPT AND AMENDED SUBDIVISION IMPROVEMENTS AGREEMENT AMENDED LOT 1, BLOCK 6 OF PARKLAND WEST SUBDIVISION, FIRST FILING

PREPARED FOR: CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

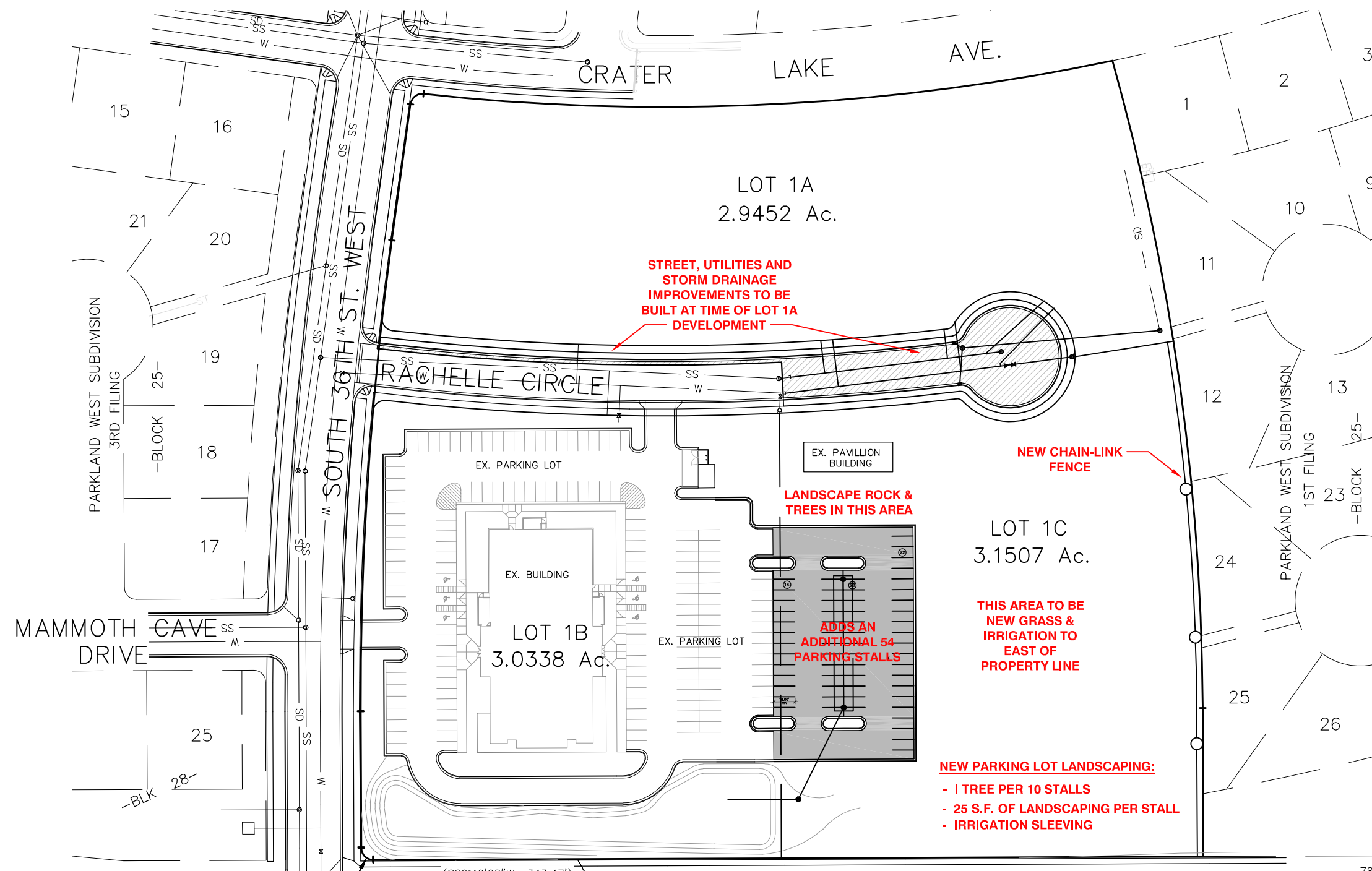
PREPARED BY : **SANDERSON STEWART**

OCTOBER, 2018

BILLINGS, MONTANA



50 0 50 100
SCALE: 1" = 100'



78170_115_EXHIBIT.DWG

78170.115

10/16/18 BEG

AMENDED SUBDIVISION IMPROVEMENTS AGREEMENT
AMENDED LOT 1, BLOCK 6 OF
PARKLAND WEST SUBDIVISION, FIRST FILING

This AGREEMENT made and entered into this ____ day of _____, 2018, by and between CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS OF LATTER-DAY SAINTS, a Utah corporation sole, whose address for the purpose of this agreement is Meetinghouse Facilities Department, 50 East North Temple Street, 4th Floor West Wing, Salt Lake City, Utah 84150, hereinafter referred to as "Subdivider", and the CITY OF BILLINGS, Billings, Montana, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the Plat of Amended Lot I, Block 6 of Parkland West Subdivision, First Filing, located in the City of Billings, Yellowstone County, Montana, was submitted to the Planning Department, which recommended its approval to the City Council of the City of Billings; and

WHEREAS, at a regular meeting held on the 11th day of January, 1999, the City Council approved a Preliminary Plat of Amended Lot 1, Block 6 of Parkland West Subdivision, First Filing, and

WHEREAS, a Subdivision Improvements Agreement was required by the City prior to approval of the final plat; and

WHEREAS, the Subdivision is subject to the terms and conditions of certain Subdivision Improvements Agreements filed October 21, 1982 under Document No. 1243759, and filed January 17, 2001 under Document No. 3115233, records of Yellowstone County, Montana.

WHEREAS, the Subdivider owns all of Amended Lot 1, Block 6 of Parkland West Subdivision, First Filing, and wishes to file an Amended Subdivision Improvement Agreement, which will supersede the Subdivision Improvement Agreement, filed on January 17, 2001 under Document No. 3115233.

NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

1. Subdividers agree to construct the following improvements as required and in conformance

With the Billings Subdivision Regulations:

A. STREETS

(1) Street Construction.

All private internal access roads and site improvements within the Subdivision will be in accordance with the City of Billings Site Development Ordinance, City Zoning Ordinance, the Uniform Building Code, and the Storm Water Management Manual, and other applicable City Codes, Rules, and Regulations.

Subdividers will enter into a private contract for the construction of all required improvements for those portions of South 36th Street West, Crater Lake Avenue, and Rachelle Circle adjacent to or within the Subdivision, as follows:

- (a) South 36th Street West: Portions of South 36th Street West have been previously constructed, including the westerly sidewalk, westerly curb and gutter and westerly 30 feet of gravel and asphalt section. The developer shall install curb and gutter, 5-foot boulevard sidewalk and asphalt and gravel street section to complete the 49-foot wide (back of curb to back of curb) street section along the frontage of the Subdivision. Said street improvements shall be constructed in conjunction with Phase I development as defined herein.
- (b) Rachelle Circle: Rachelle Circle will be a standard 37-foot wide (back of curb to back of curb) street. Phase I development, as defined herein, shall include installation of curb and gutter, 5-foot curbwalk and 30-foot of asphalt and gravel street section from the lip of curb along the south side of the street, adjacent to Lot 1B.

Phase II development as defined herein shall include installation of curb and gutter, 5-foot curbwalk and 30 foot of asphalt and gravel street section from the lip of curb along the south side of the street along the frontage of Lot 1C, as well as construction of the entire cul-de-sac turnaround including asphalt and gravel street section and curb and gutter over the entire perimeter of the cul-de-sac, Sidewalk will only be required on the Lot 1C frontage as part of Phase II development.

Phase II development shall also include curb and gutter, 5-foot curbwalk, and completion of the street section along Lot 1A frontage to provide for a completed 37-foot wide street (back of curb to back of curb).

- (c) Crater Lake Avenue: A portion of Crater Lake avenue adjacent to the Subdivision has been previously constructed (South 36th Street West to Wind Cave Circle).

Phase II development as defined herein shall include installation of curb and gutter, 5-foot curbwalk and 30 foot of asphalt and gravel

street section from the lip of the curb, along the south side of the street, for those portions not previously constructed. Phase II development shall also include a temporary emergency turnaround at the easterly end of the Subdivision. Said turnaround shall be located on Lot IA, and an easement shall be provided by the developer at the time of construction. Turnaround shall meet City standards.

- (d) **Monad Road:** Monad Road has been previously constructed. No improvements are required by the Subdivision.

The design thickness of the street improvements shall be determined from actual field tests conducted by a responsible testing laboratory. The design section shall be submitted to, reviewed by, and approved by the City Engineer.

(2) Street Signs.

Street name signs shall be furnished and installed as required by the City Engineer.

(3) Traffic Control Devices.

The Subdivider shall furnish and install all necessary traffic control devices in accordance with plans and specifications submitted to and approved by the City Engineer. Said devices may include, but shall not be limited to, Type III Barricades, traffic control signs, and pavement striping.

(4) Storm Drainage.

Storm drainage shall be provided by a combination of surface drainage and curbs and gutters, drained to underground storm drains. All drainage improvements shall comply with the provisions of the Stormwater Management Manual..

- (a) **Phase I Development.** Phase I development as defined herein, shall include construction of a temporary stormwater retention pond located on Lot IA and drainage swales to direct the street runoff from Rachelle Circle to the retention pond.

The temporary stormwater retention pond shall lie within an easement area as depicted on the plat. Said easement shall be granted by separate temporary easement document recorded concurrently with the plat,

- (b) **Phase II Development.** Phase II development as defined herein, shall include construction of street inlets and storm drain piping in Rachelle Circle, said piping extending east of Rachelle Circle, then north along the easterly subdivision boundary to a discharge into the temporary retention pond, constructed under Phase I development.

Phase II Development shall also include extending the storm drain piping north to Crater Lake Avenue, installation of the 21-inch storm drain piping, manholes and inlets in Crater Lake Avenue, including connecting to the existing storm drain at the intersection of Crater Lake Avenue and Wind Cave Circle. The storm drain shall be extended north of Crater Lake Avenue into the park area. A stormwater retention pond will be constructed within the park area.

At the time of Phase II development, the temporary stormwater retention pond previously constructed on Lot IA will be abandoned.

- (c) **Lots 1B and IC:** The proposed development of Lots 1B and IC (Church meeting house/parking lot/landscaping) will require construction of on-site stormwater retention, meeting the requirements of the Stormwater Management Manual. A stormwater outfall will be constructed to the existing storm drain in Monad Road for Lots 1B and IC.

20-Foot Wide Storm Drain Right-of-Way. A 20-foot wide Storm Drain Right-of-Way is shown on the plat at the easterly terminus of Rachelle Circle. This right-of-way traverses easterly to the east line of the subdivision and then north to Crater Lake Avenue along said east line. The primary purpose of this storm drain right-of-way is to contain the 21-inch storm drain line discussed in Paragraph (b) above: This right-of-way may ultimately have a pedestrian or bike path constructed upon it, with appropriate landscaping, as approved by the City Engineer's Office. For the entire area of the storm drain right-of-way, as depicted on the face of the plat, the Subdivider and their successors agree as follows:

- 1) Not to construct, nor cause to be constructed, within the right-of-way any type of building or structure, such as, but not limited to, houses, garages, sheds, kennels, fences, walls, nor any other fixed objects of any kind, shape or form, except as may be licensed by the City.
- 2) Not to plant, or cause to be planted, within the right-of-way any trees, bushes, shrubs, hedges, or any other plantings of a similar nature, except as may be licensed by the City.
- 3) The City or its agents can freely travel within the right-of-way for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing, and replacing improvements over, across, and through the right-of-way, together with the free right of ingress and egress at all times of the day or night
- 4) If this right-of-way is ultimately improved with sidewalks, bikeways, or formal landscaping as approved by the City,

then its long-term maintenance should be guaranteed through its inclusion within the extended Park Maintenance District included in the Waiver contained herein. Prior to inclusion of this right-of-way in a Park Maintenance District, the abutting property owner(s) shall agree to maintain said area at a minimum by mowing, cleaning, keeping free of noxious weeds, and performing other general maintenance to the satisfaction of City Code.

(5) Street Lighting.

Construction or installation of street lights shall not be required at this time, but street lights shall be included in the waiver for construction of the same in the future. Said waiver shall also include a maintenance district for street light energy and the maintenance of street lights.

(6) Landscaping.

Landscaping shall be provided in conformance with the requirements as outlined the Unifield Zoning Regulations for the City of Billings and Yellowstone County. Landscaping within public right-of-way does not satisfy the requirements for landscaping on private property.

B. UTILITIES

1. Water.

Phase I development, as defined herein, shall include installation of 8-inch water main in Rachelle Circle along the frontage of Lot 1B. A temporary fire hydrant shall be installed on the east end of said water main.

Phase II development, as defined herein, shall include installation of 8-inch water main from the easterly end of the Phase I water main to the cul-de-sac. A fire hydrant shall be installed at the cul-de-sac.

Phase II development shall also include installation of 8-inch water main in Crater Lake Avenue from the existing stub at Wind Cave Circle to the easterly property line of Lot 1 C. A fire hydrant shall be installed on the east end of said water main.

2. Sanitary Sewer.

Phase I development, as defined herein, shall include construction of 8-inch sanitary sewer in Rachelle Circle from the existing sanitary sewer main in South 36th Street West to the east property line of Lot 1B. A temporary manhole shall be installed on the east end of said sanitary sewer.

Phase II development, as defined herein, shall include construction of 8-inch sanitary sewer in Rachelle Circle from the easterly end of the Phase I sanitary sewer main to the cul-de-sac, and shall also include construction of 8-inch sanitary sewer main in Crater Lake Avenue from the existing manhole at Wind Cave Circle to the east property line of Lot 1A.

3 Services.

It is anticipated that Lot 1A will be subdivided into residential lots at some time in the future. As such, sewer and water services will be constructed at the time of street construction. Service locations are to be based upon a concept layout of future subdivision lotting of Lot 1A.

4 Standards.

The water and sewer mains and storm drains shall be sized and installed in conformance with the City of Billings design standards and specifications and the rules and regulations of the State of Montana Department of Environmental Quality.

5 Power, Telephone, Gas, and Cable Television.

All power, telephone, gas and cable television lines within the public right-of-way shall be installed prior to street paving. Appropriate utility easements be provided across the Subdivision lots for service to the proposed development.

6 Fees and Charges.

Unless specifically mentioned or excluded herein, the property is subject to any and all applicable water and wastewater fees and charges.

C. SURVEY MONUMENTS

1. Survey monuments shall be installed as required by City Ordinance and the Rules and Regulations of the State of Montana.

2. Park Dedication. Park dedication has been previously met, as part of Parkland West Subdivision, First Filing

3. For the purposes of this agreement, development phasing is defined as follows:

Phase I - Development of Lot 1B and Lot 1C

Phase II - Development of Lot 1A

4. Subdividers agree to provide for any necessary adjustments or alterations to existing improvements which are necessary and limited to those improvements required to make the improvements contemplated by this agreement without cost to the City. The water and sewer mains, storm drains, and streets shall be sized, designed, and installed in conformance with City design standards and with the provisions of the Montana Public Works Standard Specifications.

5. Subdividers agree to notify the City Engineer of the date and hour construction is anticipated to begin on the required improvements and to keep the City Engineer informed of the progress of construction; if the

construction is stopped for any other reason than overnight, holidays and weekends, the Subdividers agree to notify the City Engineer of stoppage. Further, Subdividers agree to notify the City Engineer not less than four (4) hours before construction is scheduled to resume.

6. A Private Contract will be executed by the Subdividers for installation and construction of the required Phase I improvements. The private contract will be secured by a letter of credit or a letter of commitment, to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Engineer. Building permits may not be issued for the Subdivision, prior to securing the public improvements.
7. Subdividers desire to file the Subdivision plat following the execution and financial guarantee of said Phase I Private Contract for installation of the required improvements described herein. The Subdividers and the City agree that the final plat may be filed, but that Subdividers install or construct the improvements required hereunder before an occupancy permit will be issued for Lot 1B.
8. The Subdivider agrees that a private contract will be executed by the Subdivider for the installation and construction of the required Phase II improvements prior to development of Lot IA.
9. There is attached hereto a Waiver waiving the right to protest the creation of a special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point, The Waiver will be filed with the plat, shall run with the land and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owners specifically agree that they are waiving valuable rights and do so voluntarily. In the event the Subdivider fails or refuses to create a special improvement district as required by this Agreement or to commence construction under a private contract, the City shall be entitled to rely on the Waiver and create the or districts necessary to install said improvements.
10. In the event the improvements are constructed through a private contract, then the Subdivider will be held responsible for the care and maintenance of all improvements until completion and final acceptance by the City. If the improvements are constructed utilizing a Special Improvement District, then the Special Improvement District shall be responsible for the care and maintenance of all improvements until completion and final acceptance by the City.
11. While the improvements are being constructed hereunder, the construction site shall be kept free and clear of all unsightly accumulation of rubbish and debris, and the public shall be protected by the use and maintenance of

sufficient and proper barricades, lights and related construction items as specified in the manual of uniform traffic control devices during the course of construction.

12. Subdivider agrees to guarantee all improvements for a period of one year from the date of final acceptance by the City of Billings by a requirement in the special improvement district or private contract that the contractor must guarantee improvements for a period of one year after final acceptance by the City.
13. The owners of the properties involved in this proposed Subdivision by signature subscribed hereinbelow, agree, consent and shall be bound by the provisions of this Agreement.
14. The covenants, agreements and all statements in this Agreement shall run with the land and shall be binding on the heirs, personal representatives, successor and assigns of the respective parties.
15. 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 this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
16. Any amendments or modifications of this Agreement or any provisions herein shall be made in and executed in the same manner as this original document and shall after execution become a part of this Agreement.
17. The Subdivider agrees to comply with all requirements of the Billings, Montana City Code and all laws and administrative rules of the State of Montana.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

"SUBDIVIDER"

CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS, a Utah corporation sole

By _____
Authorized Agent

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 2018, personally appeared before me _____, personally known to me to be the Authorized Agent of the CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who. acknowledged before me that he signed the foregoing instrument as Authorized Agent for the CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS OF LATTER-DAY SAINTS, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said Corporation; and that said instrument is the free and voluntary act of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said Corporation and that said Corporation executed the same.

Notary Public in and for the State of _____
Residing at _____
My commission expires _____

This Agreement is hereby approved and accepted by the City of Billings, this _____ day of _____, 2018.

"CITY"
THE CITY OF BILLINGS
MONTANA

By _____
Mayor

Attest _____
City Clerk

Approved as to Form _____
City Attorney

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this _____ day of _____, 2018, before me, a Notary Public for the State of Montana, personally appeared _____, and _____ known to me to be the Mayor and City Clerk, respectively of the City of Billings, Montana, whose names are subscribed to in the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

Notary Public in and for the State of Montana
Residing at _____
My commission expires _____

WAIVER OF RIGHT TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for a period of no more than twenty years from the recording of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements incident to the above which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties, and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows, to-wit:

All of Amended Lot 1, Block 6, Parkland West Subdivision, First Filing, according to the plat thereof on file and of record in the office of the Clerk and Recorder of Yellowstone County, Montana.

WAIVER signed and dated this _____ day of _____, 2018.

SUBDIVIDER/OWNER:

CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS, a Utah corporation sole

STATE OF _____)
: ss
County of _____)

On this _____ day of _____, 2018, personally appeared before me _____, personally known to me to be the Authorized Agent of the CORPORATION OF PRESIDING BISHOP OF CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for the CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, *and that the seal impressed on the within instrument is the seal of said Corporation*; and that said instrument is the free and voluntary act of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said Corporation and that said Corporation executed the same. The Corporation executed the same.

Notary Public in and for the State of _____

Residing at _____

My commission expires _____

Regular City Council Meeting

Meeting Date: 11/13/2018

TITLE: Payment of Claims October 1st & 2nd, 2018

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$2,521,243.25 have been audited and are presented for City Council payment approval. A complete listing of the claims dated October 1st & 2nd, 2018, are available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

councilmemo_100118

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/01/2018	817304	Ace Electric Inc	Solid Waste	\$ 82,665.00	Solid Waste CNG Backup Compressor
10/01/2018	817308	Airbus DS Communications	EOC 911	\$ 20,000.00	COBYS01 PM/INSTALL SERVICE
10/01/2018	817314	Anderson Forklift	Wastewater	\$ 3,023.00	FORKLIFT RENTAL- WRF
10/01/2018	817317	Arm Scor Cartridge	Public Safety	\$ 4,940.00	9mm 124gr, 40 S&W 180gr, 308 Win 168gr HPBT Ammo
10/01/2018	817317	Arm Scor Cartridge	Public Safety	\$ 4,950.00	40 S&W 180gr Ammo
10/01/2018	817323	Billings Clinic	Public Safety	\$ 290.00	Patient B In custody & needed cleared
10/01/2018	817323	Billings Clinic	Public Safety	\$ 574.00	Patient C in custody & needed cleared
10/01/2018	817323	Billings Clinic	Public Safety	\$ 579.00	Patient D in custody & needed cleared
10/01/2018	817323	Billings Clinic	Public Safety	\$ 845.00	Patient A in custody & needed cleared prior to YCDF
10/01/2018	817323	Billings Clinic	Public Safety	\$ 34.00	COURSE CARDS FOR 911 CENTER.
10/01/2018	817323	Billings Clinic	Public Safety	\$ 600.00	SANE 2018076
10/01/2018	817323	Billings Clinic	Public Safety	\$ 600.00	SANE 2018078
10/01/2018	817323	Billings Clinic	Public Safety	\$ 600.00	SANE 2018086
10/01/2018	817323	Billings Clinic	Public Safety	\$ 600.00	SANE 2018090
10/01/2018	817325	Billings Depot Inc	P.W. Admin	\$ 2,606.73	Office Rent
10/01/2018	817325	Billings Depot Inc	Engineering	\$ 10,426.94	Office Rent
10/01/2018	817327	Bison Motor Company	Water	\$ 38,407.32	2018 3/4 ton 4 wd 4- door p/u-Replace UNIT 7343
10/01/2018	817331	Business Tax Section	Public Safety	\$ 217.00	Police Interior Range Building improvements
10/01/2018	817331	Business Tax Section	CDBG	\$ 60.78	215 19th St West rehab
10/01/2018	817331	Business Tax Section	Cemetery Improvements	\$ 185.00	Wade's Painting company #1001
10/01/2018	817331	Business Tax Section	Public Safety	\$ 352.20	Fire Station #3 Reroof Agreement
10/01/2018	817331	Business Tax Section	Telephone System	\$ 250.00	Yellowstone Electric UPS installation
10/01/2018	817331	Business Tax Section	Gas Tax	\$ 3.46	Molt Road Turn Lane Improvements
10/01/2018	817331	Business Tax Section	Storm Sewer	\$ 6,653.83	Hilltop Rd & Aronson Ave Storm Drain Extn
10/01/2018	817331	Business Tax Section	Arterial Streets	\$ 214.55	54th St W & Rimrock Rd Signal
10/01/2018	817331	Business Tax Section	Storm Sewer	\$ 14.20	Cottonwood Park Stormwater
10/01/2018	817331	Business Tax Section	Solid Waste	\$ 835.00	Solid Waste CNG Backup Compressor
10/01/2018	817331	Business Tax Section	SID Construction	\$ 114.57	Molt Road Turn Lane Improvements
10/01/2018	817331	Business Tax Section	Gas Tax	\$ 495.83	54th St W & Rimrock Rd Signal
10/01/2018	817338	Chicago Title of Montana	CDBG	\$ 10,000.00	Brandon Pulver 725 Clark
10/01/2018	817342	CMG Construction LLC	SID Construction	\$ 11,341.94	Molt Road Turn Lane Improvements
10/01/2018	817342	CMG Construction LLC	Gas Tax	\$ 342.91	Molt Road Turn Lane Improvements
10/01/2018	817348	Cucancic Construction	Public Safety	\$ 21,483.00	Interior of Police Range Building Improvements.
10/01/2018	817353	Dell Marketing Lp	Water	\$ 8,243.10	REPLACEMENT ADMIN STORAGE SERVERS

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/01/2018	817353	Dell Marketing Lp	Wastewater	\$ 8,243.10	REPLACEMENT ADMIN STORAGE SERVERS
10/01/2018	817355	Desert Snow LLC	Public Safety	\$ 7,188.00	Tuition for 12 people-Desert Snow-2 free registrations
10/01/2018	817356	Dixie Petro-Chem	Water	\$ 3,592.00	Bulk Chlorine
10/01/2018	817359	Dorsey & Whitney Llp	Tax Increment East	\$ 45,000.00	Tax Increment Urban Renewal Revenue Bonds
10/01/2018	817359	Dorsey & Whitney Llp	SID Construction	\$ 30,000.00	SID #1405 Bonds, Series 2018
10/01/2018	817360	DOWL	Storm Sewer	\$ 3,808.42	28 Jackson Street Culvert Replacement
10/01/2018	817361	Downtown Billings Partnership	Tax Increment N 27th	\$ 23,286.75	June 2018 Urban Revitalization District agreement
10/01/2018	817367	Empire Roofing Inc	Public Safety	\$ 34,868.16	2018 Fire Station #3 Reroof
10/01/2018	817374	First Montana Title Co	CDBG	\$ 15,000.00	Nichole Matranga 301 Monroe
10/02/2018	817507	First Montana Title Co	Tax Increment South	\$934,814.00	Popelka property purchase
10/01/2018	817375	Fisher Nets Inc	Park District 1	\$ 3,993.00	9 stall batting cage installation
10/01/2018	817376	Fisher Sand & Gravel Co	Street/Traffic Oper	\$ 14,143.58	asphalt
10/01/2018	817376	Fisher Sand & Gravel Co	Street/Traffic Oper	\$ 5,609.52	asphalt
10/01/2018	817377	Fitzsimon	Public Safety	\$ 4,023.00	Hust Arbitration
10/01/2018	817379	Gillig Corporation	Transit	\$ 122.88	40496326
10/01/2018	817379	Gillig Corporation	Transit	\$ 135.64	40498859 PO NUM 306845
10/01/2018	817379	Gillig Corporation	Transit	\$ 1,144.29	40498860
10/01/2018	817379	Gillig Corporation	Transit	\$ 6,234.08	40499385 PO NUM 306845
10/01/2018	817384	Hach Company	Wastewater	\$ 4,642.84	REPAIR UV FLOW CHAN 1, REPLACE CHAN 2
10/01/2018	817384	Hach Company	Water	\$ 2,756.00	CALIBRATION SVC- UV TRANSMITTANCE INSTR
10/01/2018	817384	Hach Company	Water	\$ 71.64	VALVES FOR CL17 CHLORINE ANALYZERS
10/01/2018	817386	HDR, Inc.	Solid Waste	\$ 5,657.33	Landfill Master Plan
10/01/2018	817386	HDR, Inc.	Solid Waste	\$ 11,699.35	Landfill Master Plan
10/01/2018	817386	HDR, Inc.	Water	\$ 5,014.00	Leavens Reservoir Expansion & Zone 1 Improvements
10/01/2018	817389	Iaff	Sidewalk Debt Svc	\$ 4,598.71	Payroll Summary
10/01/2018	817393	Intermountain Traffic,	Street/Traffic Oper	\$ 13,036.00	gridsmart video detection system
10/01/2018	817401	Kadrmass Lee & Jackson	Storm Sewer	\$ 11,786.00	Hilltop Rd & Aronson Ave Storm Drain Extension
10/01/2018	817405	Kenco Enterprises Inc.	Facilities Mngmt	\$ 2,902.24	Inv. 1496991
10/01/2018	817405	Kenco Enterprises Inc.	Facilities Mngmt	\$ 5,782.27	Inv. 1496992
10/01/2018	817405	Kenco Enterprises Inc.	Facilities Mngmt	\$ 682.50	Inv. 1497048
10/01/2018	817408	Kittelsohn & Associates Inc	Gas Tax	\$ 33,140.79	Downtown Traffic Study
10/01/2018	817409	Knife River (JTL Group Inc.)	Arterial Streets	\$ 21,241.15	54th St W & Rimrock Rd Signal
10/01/2018	817409	Knife River (JTL Group Inc.)	Gas Tax	\$ 49,086.67	54th St W & Rimrock Rd Signal
10/01/2018	817409	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 2,505.25	asphalt

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/01/2018	817410	L N Curtis	Public Safety	\$ 17,496.00	5" X 100FT LARGE DIAMETER HOSE
10/01/2018	817411	Landscape Structures Inc	Park District 1	\$ 13,445.78	Playground equipment for Hawthorne Park
10/01/2018	817420	Montana CSED	Sidewalk Debt Svc	\$ 3,757.11	Payroll Summary
10/01/2018	817421	Montana Dakota Utilities Co	CDBG	\$ 6.24	Meter : 215 W 19th ST
10/01/2018	817421	Montana Dakota Utilities Co	CDBG	\$ 10.45	30 S Plainview ST
10/01/2018	817421	Montana Dakota Utilities Co	Water	\$ 20.37	010 490 1000 0
10/01/2018	817421	Montana Dakota Utilities Co	General	\$ 31.02	061 943 1000 6
10/01/2018	817421	Montana Dakota Utilities Co	Public Safety	\$ 14.98	062 907 9494 7
10/01/2018	817421	Montana Dakota Utilities Co	Water	\$ 15.51	110 490 1000 9
10/01/2018	817421	Montana Dakota Utilities Co	Facilities Mngmt	\$ 15.51	130 733 1000 8
10/01/2018	817421	Montana Dakota Utilities Co	Public Safety	\$ 308.74	169 233 1000 3
10/01/2018	817421	Montana Dakota Utilities Co	Water	\$ 16.05	209 077 5055 6
10/01/2018	817421	Montana Dakota Utilities Co	Water	\$ 15.51	210 490 1000 8
10/01/2018	817421	Montana Dakota Utilities Co	Library	\$ 401.14	219 924 4851 0
10/01/2018	817421	Montana Dakota Utilities Co	Wastewater	\$ 859.23	293 780 1000 2
10/01/2018	817421	Montana Dakota Utilities Co	Wastewater	\$ 1,718.44	293 780 1000 2
10/01/2018	817421	Montana Dakota Utilities Co	Wastewater	\$ 859.23	293 780 1000 2
10/01/2018	817421	Montana Dakota Utilities Co	Parking	\$ 20.39	303 725 2591 2
10/01/2018	817421	Montana Dakota Utilities Co	Water	\$ 105.53	310 490 1000 7
10/01/2018	817421	Montana Dakota Utilities Co	Wastewater	\$ 35.18	310 490 1000 7
10/01/2018	817421	Montana Dakota Utilities Co	General	\$ 36.04	371 101 1000 6
10/01/2018	817421	Montana Dakota Utilities Co	Water	\$ 52.45	410 490 1000 6
10/01/2018	817421	Montana Dakota Utilities Co	Wastewater	\$ 17.48	410 490 1000 6
10/01/2018	817421	Montana Dakota Utilities Co	General	\$ 33.32	437 780 1000 9
10/01/2018	817421	Montana Dakota Utilities Co	Public Safety	\$ 244.99	442 190 1000 4
10/01/2018	817421	Montana Dakota Utilities Co	Water	\$ 293.11	500 490 1000 7
10/01/2018	817421	Montana Dakota Utilities Co	Water	\$ 16.59	510 490 1000 5
10/01/2018	817421	Montana Dakota Utilities Co	Public Safety	\$ 16.05	514 117 0478 9
10/01/2018	817421	Montana Dakota Utilities Co	Water	\$ 15.51	527 033 1000 4
10/01/2018	817421	Montana Dakota Utilities Co	Public Safety	\$ 55.86	533 653 1000 1
10/01/2018	817421	Montana Dakota Utilities Co	Water	\$ 15.51	566 923 1000 8
10/01/2018	817421	Montana Dakota Utilities Co	General	\$ 23.08	571 295 3342 8
10/01/2018	817421	Montana Dakota Utilities Co	Engineering	\$ 42.08	595 373 1000 1
10/01/2018	817421	Montana Dakota Utilities Co	P.W. Admin	\$ 10.53	595 373 1000 1

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/01/2018	817421	Montana Dakota Utilities Co	Water	\$ 7.76	600 490 1000 6
10/01/2018	817421	Montana Dakota Utilities Co	Water	\$ 7.75	600 490 1000 6
10/01/2018	817421	Montana Dakota Utilities Co	Water	\$ 15.51	610 490 1000 4
10/01/2018	817421	Montana Dakota Utilities Co	Water	\$ 16.06	666 923 1000 7
10/01/2018	817421	Montana Dakota Utilities Co	Water	\$ 22.54	700 490 1000 5
10/01/2018	817421	Montana Dakota Utilities Co	Parking	\$ 16.58	717 353 1000 6
10/01/2018	817421	Montana Dakota Utilities Co	Wastewater	\$ 34.78	735 453 1000 2
10/01/2018	817421	Montana Dakota Utilities Co	Facilities Mngmt	\$ 414.67	757 633 1000 2
10/01/2018	817421	Montana Dakota Utilities Co	Solid Waste	\$ 15.51	770 390 1000 2
10/01/2018	817421	Montana Dakota Utilities Co	Parking	\$ 17.13	799 152 1209 0
10/01/2018	817421	Montana Dakota Utilities Co	Water	\$ 52.09	800 490 1000 4
10/01/2018	817421	Montana Dakota Utilities Co	Water	\$ 15.51	832 001 1000 1
10/01/2018	817421	Montana Dakota Utilities Co	Wastewater	\$ 32.09	868 563 1000 7
10/01/2018	817421	Montana Dakota Utilities Co	Public Safety	\$ 42.89	885 880 1000 4
10/01/2018	817421	Montana Dakota Utilities Co	Water	\$ 63.99	900 490 1000 3
10/01/2018	817421	Montana Dakota Utilities Co	General	\$ 25.78	927 890 1000 3
10/01/2018	817421	Montana Dakota Utilities Co	Facilities Mngmt	\$ 337.39	929 780 1000 4
10/01/2018	817421	Montana Dakota Utilities Co	Facilities Mngmt	\$ 93.17	993 733 1000 4
10/01/2018	817421	Montana Dakota Utilities Co	Transit	\$ 857.22	962 880 1000 0
10/01/2018	817421	Montana Dakota Utilities Co	Facilities Mngmt	\$ 270.95	989 733 1000 0
10/01/2018	817422	MT Municipal Interlocal Authority	Property Ins	\$ 19,272.54	September 2018 Deductible Recovery Invoice
10/01/2018	817423	Montana State Fireman's Assoc	Sidewalk Debt Svc	\$ 3,982.07	Payroll Summary
10/01/2018	817424	Morrison Maierle Inc	Water	\$ 10,697.89	Zone 4 North Fox Pump Station
10/01/2018	817426	MPPA	Sidewalk Debt Svc	\$ 3,248.00	Payroll Summary
10/01/2018	817428	MT Waterworks	Water	\$ 4,900.00	DISCHARGE VALVE REPLACEMENT
10/01/2018	817428	MT Waterworks	Water	\$ 94.72	1" COMP COUPLING
10/01/2018	817428	MT Waterworks	Water	\$ 1,348.72	18" BELL JOINT LEAK CLAMP
10/01/2018	817428	MT Waterworks	Water	\$ 150.32	1-1/2" COMP CTS X CTS-NL
10/01/2018	817428	MT Waterworks	Water	\$ 67.34	3/4" BALL CORP AWWA X CTS
10/01/2018	817428	MT Waterworks	Water	\$ 65.80	3/4" COMP X MIP ADAPTOR
10/01/2018	817428	MT Waterworks	Water	\$ 324.52	3/4" COMP CTS BALL VALVE
10/01/2018	817428	MT Waterworks	Water	\$ 252.42	8" HYMAX COUPLING - 8.54-9.84
10/01/2018	817428	MT Waterworks	Water	\$ 98.05	8" X 1-1/2" AWWA SADDLE
10/01/2018	817428	MT Waterworks	Water	\$ 54.50	PIPE LUBE - AKA DUCK BUTTER

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/01/2018	817428	MT Waterworks	Water	\$ 43.00	PIPE 1" PVC-SCH-40 - PLASTIC
10/01/2018	817428	MT Waterworks	Water	\$ 8.32	1/8" X 4" BRASS NIPPLE
10/01/2018	817428	MT Waterworks	Water	\$ 260.20	2" COMPANION METER FLANGE
10/01/2018	817436	NorthWestern Energy	Public Safety	\$ 382.08	0720840-8
10/01/2018	817436	NorthWestern Energy	General	\$ 5.97	0722237-5
10/01/2018	817436	NorthWestern Energy	Radio	\$ 207.08	0721580-9
10/01/2018	817436	NorthWestern Energy	General	\$ 6.09	0722247-4
10/01/2018	817436	NorthWestern Energy	General	\$ 235.70	0722251-6
10/01/2018	817436	NorthWestern Energy	General	\$ 0.67	0722254-0
10/01/2018	817436	NorthWestern Energy	Water	\$ 2,122.17	0722252-4
10/01/2018	817436	NorthWestern Energy	General	\$ 31.88	0722265-6
10/01/2018	817436	NorthWestern Energy	General	\$ 37.73	0722266-4
10/01/2018	817436	NorthWestern Energy	General	\$ 20.97	0722263-1
10/01/2018	817436	NorthWestern Energy	General	\$ 17.56	0722262-3
10/01/2018	817436	NorthWestern Energy	General	\$ 24.52	0722261-5
10/01/2018	817436	NorthWestern Energy	General	\$ 288.68	0722260-7
10/01/2018	817436	NorthWestern Energy	General	\$ 605.01	0722257-3
10/01/2018	817436	NorthWestern Energy	General	\$ 98.55	0722255-7
10/01/2018	817436	NorthWestern Energy	General	\$ 33.39	0723052-7
10/01/2018	817436	NorthWestern Energy	General	\$ 19.43	0723051-9
10/01/2018	817436	NorthWestern Energy	General	\$ 153.11	0723050-1
10/01/2018	817436	NorthWestern Energy	General	\$ 90.48	0723048-5
10/01/2018	817436	NorthWestern Energy	General	\$ 90.49	0723044-4
10/01/2018	817436	NorthWestern Energy	Water	\$ 3,254.72	0723043-6
10/01/2018	817436	NorthWestern Energy	General	\$ 58.66	0723042-8
10/01/2018	817436	NorthWestern Energy	General	\$ 28.84	0723038-6
10/01/2018	817436	NorthWestern Energy	General	\$ 200.74	0723037-8
10/01/2018	817436	NorthWestern Energy	General	\$ 7.53	0723036-0
10/01/2018	817436	NorthWestern Energy	General	\$ 316.75	0723035-2
10/01/2018	817436	NorthWestern Energy	General	\$ 337.23	0722933-9
10/01/2018	817436	NorthWestern Energy	General	\$ 23.89	0722293-8
10/01/2018	817436	NorthWestern Energy	General	\$ 15.35	0722905-7
10/01/2018	817436	NorthWestern Energy	General	\$ 12.63	0722292-0
10/01/2018	817436	NorthWestern Energy	General	\$ 13.59	0722268-0

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/01/2018	817436	NorthWestern Energy	General	\$ 16.31	0722269-8
10/01/2018	817436	NorthWestern Energy	Parking	\$ 365.02	0720829-1
10/01/2018	817436	NorthWestern Energy	Parking	\$ 1,366.88	0720834-1
10/01/2018	817436	NorthWestern Energy	General	\$ 101.43	0712683-2
10/01/2018	817436	NorthWestern Energy	Airport	\$ 1,018.40	0712800-2. IP-9
10/01/2018	817436	NorthWestern Energy	Transit	\$ 23.81	0712764-0
10/01/2018	817436	NorthWestern Energy	Airport	\$ 217.41	0712809-3. IP-11.
10/01/2018	817436	NorthWestern Energy	Public Safety	\$ 563.91	0712537-0
10/01/2018	817436	NorthWestern Energy	Airport	\$ 268.63	0712792-1. IP-7.
10/01/2018	817436	NorthWestern Energy	Airport	\$ 24,181.65	0100482-9. Main Vault.
10/01/2018	817436	NorthWestern Energy	Facilities Mngmt	\$ 6,465.15	0100507-3
10/01/2018	817436	NorthWestern Energy	Airport	\$ 63.24	0719616-5. ARFF Facility Lights
10/01/2018	817436	NorthWestern Energy	CDBG	\$ 24.07	3479823-1
10/01/2018	817436	NorthWestern Energy	P.W. Admin	\$ 193.96	Depot Electricity
10/01/2018	817436	NorthWestern Energy	Engineering	\$ 776.84	Depot Electricity
10/01/2018	817436	NorthWestern Energy	General	\$ 36.16	0789437-1
10/01/2018	817436	NorthWestern Energy	Street/Traffic Oper	\$ 5.85	0723645-8
10/01/2018	817436	NorthWestern Energy	General	\$ 5.85	0831702-6
10/01/2018	817436	NorthWestern Energy	Parks Maintenance	\$ 204.78	1059093-3
10/01/2018	817436	NorthWestern Energy	Parking	\$ 1,127.98	1569636-2
10/01/2018	817436	NorthWestern Energy	Parking	\$ 717.00	1594282-4
10/01/2018	817436	NorthWestern Energy	Transit	\$ 181.72	1784756-7
10/01/2018	817436	NorthWestern Energy	Public Safety	\$ 189.15	1984150-1
10/01/2018	817436	NorthWestern Energy	Public Safety	\$ 235.41	1984155-0
10/01/2018	817436	NorthWestern Energy	Parking	\$ 1,420.71	3067416-2
10/01/2018	817436	NorthWestern Energy	Parking	\$ 60.25	3279035-4
10/01/2018	817436	NorthWestern Energy	Parking	\$ 118.18	3463478-2
10/01/2018	817436	NorthWestern Energy	General	\$ -	0723027-9
10/01/2018	817436	NorthWestern Energy	General	\$ -	1635289-0
10/01/2018	817436	NorthWestern Energy	Street/Traffic Oper	\$ 5.85	0723644-1
10/01/2018	817436	NorthWestern Energy	General	\$ 736.52	0723170-7
10/01/2018	817436	NorthWestern Energy	General	\$ 5.85	0723162-4
10/01/2018	817436	NorthWestern Energy	General	\$ 33.65	0723058-4
10/01/2018	817436	NorthWestern Energy	General	\$ 31.18	0723090-7

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/01/2018	817436	NorthWestern Energy	General	\$ 8.14	0723057-6
10/01/2018	817436	NorthWestern Energy	General	\$ 41.09	0723056-8
10/01/2018	817436	NorthWestern Energy	General	\$ 6.93	0723055-0
10/01/2018	817436	NorthWestern Energy	General	\$ 497.27	0723054-3
10/01/2018	817439	Otto Environmental Systems	Solid Waste	\$ 23,891.00	Black 90 gallon barrels
10/01/2018	817441	Performance Eng & Consulting	SID Construction	\$ 9,869.06	1403 Gleneagles Boulevard
10/01/2018	817445	Prorover	General	\$ 4,990.00	Tree care for trees at Ramada
10/01/2018	817446	Public Utilities	Wastewater	\$ 3,513.75	111176
10/01/2018	817449	Rocky Mt Oilfield Warehouse	Capital Replacement	\$ 4,864.50	RADIO; POWER CABLE; STD MIC; SINGLE KEY ENCRYP
10/01/2018	817449	Rocky Mt Oilfield Warehouse	Capital Replacement	\$ 864.00	BLACK REMOTE HEAD
10/01/2018	817449	Rocky Mt Oilfield Warehouse	Public Safety	\$ 30.00	SHIPPING
10/01/2018	817449	Rocky Mt Oilfield Warehouse	Capital Replacement	\$ 544.50	BLACK FIXED CONTROL HEAD
10/01/2018	817449	Rocky Mt Oilfield Warehouse	Capital Replacement	\$ 240.75	20FT REMOTE HEAD CABLE
10/01/2018	817459	Solid Waste Systems Inc	Solid Waste	\$ 2,688.95	107677
10/01/2018	817459	Solid Waste Systems Inc	Solid Waste	\$ 69.46	107643
10/01/2018	817459	Solid Waste Systems Inc	Fleet	\$ 186.05	107743 PO NUM 306838
10/01/2018	817459	Solid Waste Systems Inc	Solid Waste	\$ 431.07	107643
10/01/2018	817459	Solid Waste Systems Inc	Fleet	\$ 1,396.23	107740 PO NUM 306838
10/01/2018	817459	Solid Waste Systems Inc	Solid Waste	\$ 251.51	107633
10/01/2018	817459	Solid Waste Systems Inc	Fleet	\$ 198.24	107695 PO NUM 306838
10/01/2018	817459	Solid Waste Systems Inc	Fleet	\$ 113.28	107618 PO NUM 306838
10/01/2018	817459	Solid Waste Systems Inc	Solid Waste	\$ 453.96	107633
10/01/2018	817459	Solid Waste Systems Inc	Solid Waste	\$ 166.19	107618
10/01/2018	817459	Solid Waste Systems Inc	Fleet	\$ 507.44	107618 PO NUM 306838
10/01/2018	817459	Solid Waste Systems Inc	Solid Waste	\$ 34.24	107695
10/01/2018	817459	Solid Waste Systems Inc	Solid Waste	\$ 1,727.52	107737
10/01/2018	817459	Solid Waste Systems Inc	Solid Waste	\$ 909.69	107695
10/01/2018	817462	Springsted	2015 GO Refunding Bonds	\$ 2,812.00	GO Refunding Bonds, Series 2012A
10/01/2018	817462	Springsted	Series 2004A Street Imp	\$ 288.00	GO Refunding Bonds, Series 2012A
10/01/2018	817462	Springsted	Library GO Debt	\$ 3,100.00	1061.999-27
10/01/2018	817474	Town & Country Supply	Fleet	\$ 26,122.36	310880 PO NUM 306827
10/01/2018	817474	Town & Country Supply	Public Safety	\$ 506.14	311910: FIRE 3 DIESEL
10/01/2018	817474	Town & Country Supply	Public Safety	\$ 740.20	311913: FIRE1 UNLEADED
10/01/2018	817474	Town & Country Supply	Water	\$ 324.58	NONSTOCKING ITEMS-P.U.D.

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/01/2018	817474	Town & Country Supply	Public Safety	\$ 885.75	311913 FIRE1: DIESEL
10/01/2018	817474	Town & Country Supply	Public Safety	\$ 921.17	311914: FIRE5 DIESEL
10/01/2018	817483	Van Arsdale Construction	CDBG	\$ 6,017.22	215 19th Street West rehab
10/01/2018	817484	Verizon Wireless	Airport	\$ 111.12	Airport
10/01/2018	817484	Verizon Wireless	Public Safety	\$ 52.80	Comm Center 911
10/01/2018	817484	Verizon Wireless	Facilities Mngmt	\$ 71.10	Facilites BOC Plus 70% of 406-672-3027
10/01/2018	817484	Verizon Wireless	Police Programs	\$ 162.12	CCSIU
10/01/2018	817484	Verizon Wireless	General	\$ 58.85	Assistant City Administrator
10/01/2018	817484	Verizon Wireless	Public Safety	\$ 22.96	Fire Department
10/01/2018	817484	Verizon Wireless	Facilities Mngmt	\$ 59.60	Facilities City Hall Plus 30% of 406-672-3027
10/01/2018	817484	Verizon Wireless	Library	\$ 156.88	Library
10/01/2018	817484	Verizon Wireless	Library	\$ 13.68	Library Outreach
10/01/2018	817484	Verizon Wireless	General	\$ 22.96	Municipal Court Judge
10/01/2018	817484	Verizon Wireless	Public Safety	\$ 2,571.04	Police
10/01/2018	817484	Verizon Wireless	Fleet	\$ 85.09	Motor Pool
10/01/2018	817484	Verizon Wireless	Police Programs	\$ 23.57	Police Forensic
10/01/2018	817484	Verizon Wireless	Public Safety	\$ 151.32	Police Resource Officers
10/01/2018	817484	Verizon Wireless	Police Programs	\$ 28.15	Police-Dom Viol
10/01/2018	817484	Verizon Wireless	Parking	\$ 146.98	Parking Enforcement
10/01/2018	817484	Verizon Wireless	General	\$ 173.54	PRPL - Director Admin
10/01/2018	817484	Verizon Wireless	General	\$ 314.26	PRPL - Recreation Division
10/01/2018	817484	Verizon Wireless	General	\$ 83.98	PRPL-Cemetery
10/01/2018	817484	Verizon Wireless	General	\$ 38.69	PRPL-PARK SHOPS
10/01/2018	817484	Verizon Wireless	P.W. Admin	\$ 3.41	Public Works-includes credit for Vern Heisler
10/01/2018	817484	Verizon Wireless	General	\$ 792.98	PRPL-PARKS
10/01/2018	817484	Verizon Wireless	Engineering	\$ 169.38	PW-Engineering
10/01/2018	817484	Verizon Wireless	Solid Waste	\$ 83.90	PW-Solid Waste
10/01/2018	817484	Verizon Wireless	Street/Traffic Oper	\$ 117.42	PW-STRT TRFC Streets
10/01/2018	817484	Verizon Wireless	Solid Waste	\$ 66.30	Solid Waste On Call
10/01/2018	817484	Verizon Wireless	Water	\$ 263.27	PWBELKNAP-DIST COLL
10/01/2018	817484	Verizon Wireless	Wastewater	\$ 175.51	PWBELKNAP-DIST COLL
10/01/2018	817484	Verizon Wireless	Water	\$ 155.68	WT Water Treatment
10/01/2018	817484	Verizon Wireless	Water	\$ 438.33	PWBLKNP MTRSHOP
10/01/2018	817484	Verizon Wireless	Water	\$ 70.04	PWBLKNP OFFICE

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/01/2018	817484	Verizon Wireless	Wastewater	\$ 46.72	PWBLKNP OFFICE
10/01/2018	817484	Verizon Wireless	Water	\$ 58.38	PWBLKNP STORES
10/01/2018	817484	Verizon Wireless	Wastewater	\$ 19.46	PWBLKNP STORES
10/01/2018	817484	Verizon Wireless	Telephone System	\$ 28.29	TeleComm Manager
10/01/2018	817484	Verizon Wireless	Wastewater	\$ 528.75	Wastewater Treatment Plant
10/01/2018	817484	Verizon Wireless	Transit	\$ 39.60	Trans-On Call MET
10/01/2018	817484	Verizon Wireless	Transit	\$ 13.20	Transit MET
10/01/2018	817484	Verizon Wireless	Wastewater	\$ 106.33	PWBLNP-ENVIRONMENTAL
10/01/2018	817484	Verizon Wireless	General	\$ 92.40	PRPL-Parks Seasonal
10/01/2018	817484	Verizon Wireless	General	\$ 199.04	PRPL Rec Seasonal
10/01/2018	817484	Verizon Wireless	General	\$ 249.99	New Phone -Steve Riley PRPL
10/01/2018	817484	Verizon Wireless	Water	\$ 199.99	New Phone -Anne Patton E.A
10/01/2018	817485	Verizon Wireless	Police Programs	\$ 199.99	Justin Jagers new phone
10/01/2018	817485	Verizon Wireless	Water	\$ 199.99	Jeanne Haupt -New Phone
10/01/2018	817485	Verizon Wireless	Transit	\$ 701.22	MET Transit AVL
10/01/2018	817485	Verizon Wireless	Wastewater	\$ 199.99	Justin Harper -iPhone 7 Water Reclamation
10/01/2018	817485	Verizon Wireless	Wastewater	\$ 440.14	Wastewater Treatment Plant -Phones
10/01/2018	817485	Verizon Wireless	Solid Waste	\$ 429.30	Solid Waste Tablets -Routware
10/01/2018	817485	Verizon Wireless	Water	\$ 1,061.74	Water Treatment
10/01/2018	817485	Verizon Wireless	Wastewater	\$ 557.10	Electricians
10/01/2018	817485	Verizon Wireless	Solid Waste	\$ 214.16	Solid Waste On Call
10/01/2018	817485	Verizon Wireless	Solid Waste	\$ 107.88	PW-Solid Waste
10/01/2018	817485	Verizon Wireless	Street/Traffic Oper	\$ 161.82	PW-Streets City Works
10/01/2018	817485	Verizon Wireless	Street/Traffic Oper	\$ 53.94	PW-Streets 2-iPads
10/01/2018	817485	Verizon Wireless	Engineering	\$ 134.85	PW-Engineering
10/01/2018	817485	Verizon Wireless	Wastewater	\$ 183.40	Distribution Collection Tablets 60/40
10/01/2018	817485	Verizon Wireless	Water	\$ 275.09	Distribution Collection Tablets 60/40
10/01/2018	817485	Verizon Wireless	Wastewater	\$ 84.56	Cityworks 60/40
10/01/2018	817485	Verizon Wireless	Water	\$ 126.85	Cityworks 60/40
10/01/2018	817485	Verizon Wireless	Water	\$ 161.82	Comm-Meter CityWorks/Neptune
10/01/2018	817485	Verizon Wireless	Water	\$ 26.97	Water Treatment
10/01/2018	817485	Verizon Wireless	Water	\$ 350.85	PW Belknap Meter Shop
10/01/2018	817485	Verizon Wireless	Wastewater	\$ 16.18	PW Belknap-Air 60/40
10/01/2018	817485	Verizon Wireless	Water	\$ 10.79	PW Belknap-Air 60/40

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/01/2018	817485	Verizon Wireless	General	\$ 40.01	PRPL-Recreation - Rose Park
10/01/2018	817485	Verizon Wireless	General	\$ 40.01	PRPL-Parks Air Card
10/01/2018	817485	Verizon Wireless	Public Safety	\$ 40.01	Police US Marshall Toughbooks
10/01/2018	817485	Verizon Wireless	Public Safety	\$ 40.01	Police MiFi
10/01/2018	817485	Verizon Wireless	Public Safety	\$ 80.02	Police iPad St John, Police iPad Lawrence
10/01/2018	817485	Verizon Wireless	Public Safety	\$ 40.05	Police ICAC 406-690-7347
10/01/2018	817485	Verizon Wireless	Public Safety	\$ 141.23	Police 406-670-8780
10/01/2018	817485	Verizon Wireless	Municipal Court Grants	\$ 160.62	Muni Court Drug Court
10/01/2018	817485	Verizon Wireless	Transit	\$ 6.10	MET Transit Tablets
10/01/2018	817485	Verizon Wireless	Parking	\$ 26.97	Parking 406-690-5822
10/01/2018	817485	Verizon Wireless	General	\$ 53.54	Municipal Court Judge
10/01/2018	817485	Verizon Wireless	Library	\$ 160.62	Library
10/01/2018	817485	Verizon Wireless	Public Safety	\$ 3,146.00	MDT Toughbooks
10/01/2018	817485	Verizon Wireless	General	\$ 100.34	City Attorney
10/01/2018	817485	Verizon Wireless	Library	\$ 80.93	Library Outreach
10/01/2018	817485	Verizon Wireless	Public Safety	\$ (30.31)	Animal Control
10/01/2018	817485	Verizon Wireless	Police Programs	\$ 399.88	CCSIU Cell/PTT
10/01/2018	817485	Verizon Wireless	Police Programs	\$ 53.54	CCSIU Cell/PTT
10/01/2018	817485	Verizon Wireless	Police Programs	\$ 80.02	CCSIU RAVEN
10/01/2018	817485	Verizon Wireless	Police Programs	\$ 147.89	CCSIU MDT
10/01/2018	817485	Verizon Wireless	Airport	\$ 384.78	Airport
10/01/2018	817489	Wade	Cemetery Improvements	\$ 18,315.00	Repaint mausoleum at Mountview Cemetery
10/01/2018	817493	Western Municipal Const.	Storm Sewer	\$658,729.17	Hilltop Rd & Aronson Ave Storm Drain Extn
10/01/2018	817500	World Book, Inc.	Library	\$ 3,043.32	World Book Electronic Database Subscription Renewal
10/01/2018	817502	Yellowstone Electric Co	Telephone System	\$ 25,000.00	circuit panelboard, run conduit & wire in City Hall
10/01/2018	817502	Yellowstone Electric Co	Telephone System	\$ (250.00)	Less 1% GRT withholding

Regular City Council Meeting

Meeting Date: 11/13/2018

TITLE: Payment of Claims October 4th & 9th, 2018

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$6,211,352.38 have been audited and are presented for City Council payment approval. A complete listing of the claims dated October 4th & 9th, 2018, are available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

councilmemo_10092018

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/04/2018	817508	RYM Properties LLC	Downtown Revolving Loan	\$ 224,154.50	Downtown Revolving Loan - RYM Properties
10/09/2018	ACH	U.S. Bank PCards	Parks Programs	\$ 209.00	International Bronze Plaq - PCard
10/09/2018	ACH	U.S. Bank PCards	Parks Programs	\$ 209.00	International Bronze Plaq - PCard
10/09/2018	ACH	U.S. Bank PCards	Parks Programs	\$ 149.00	International Bronze Plaq - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ (65.52)	Balco Uniform Co Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 2,123.60	Balco Uniform Co Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 1,709.52	Balco Uniform Co Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 23.04	Yellowstone Valley Co-Op - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 125.00	Bighorn Boots - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 145.00	Bighorn Boots - PCard
10/09/2018	ACH	U.S. Bank PCards	Engineering	\$ 130.00	Bighorn Boots - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 18.00	Alterations & More - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 4.05	Cenex Market B09879412 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 26.00	Nna Services Llc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 29.91	Wm Supercenter #1956 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 52.72	Wm Supercenter #1956 - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 37.41	Wal-Mart #1956 - PCard
10/09/2018	ACH	U.S. Bank PCards	Municipal Court Grants	\$ 12.88	Wal-Mart #1956 - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 2,069.00	Granite Data Solutions - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 34.26	Indigo Online - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 69.80	The Ups Store 2594 - PCard
10/09/2018	ACH	U.S. Bank PCards	Municipal Court Grants	\$ 42.50	Sober Camel - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 155.98	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 39.19	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 172.92	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Parks Maintenance	\$ 681.73	In *Canyon Creek Nursery - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 35.00	In *Cotter'S Sewer, Septi - PCard
10/09/2018	ACH	U.S. Bank PCards	Police Programs	\$ 300.00	In *Gibson Advertising, M - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 1,240.00	In *Mjr Industries Inc. - PCard
10/09/2018	ACH	U.S. Bank PCards	Parks Maintenance	\$ 26.98	In *Canyon Creek Nursery - PCard
10/09/2018	ACH	U.S. Bank PCards	Parks Maintenance	\$ 203.28	In *Canyon Creek Nursery - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 33.97	Billings Hardware & Ga - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 3.99	Billings Hardware & Ga - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 14.36	Billings Hardware & Ga - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 17.00	Tacoma Screw Products B - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 76.26	Tacoma Screw Products B - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 43.37	Tacoma Screw Products B - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 10.02	Tacoma Screw Products B - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 42.35	Tacoma Screw Products B - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 23.99	Tacoma Screw Products B - PCard
10/09/2018	ACH	U.S. Bank PCards	Parks Maintenance	\$ 58.48	Hotels.Com151946147908 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	Park District 1	\$ 272.45	Hotels.Com151947522456 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 17.45	Conoco - Dons Car Wash 4 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 67.00	Jimmy Johns - 1646 - E - PCard
10/09/2018	ACH	U.S. Bank PCards	Building Inspection	\$ 175.00	Nfpa Natl Fire Protect - PCard
10/09/2018	ACH	U.S. Bank PCards	EOC 911	\$ 118.91	Target 00013334 - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 16.05	Target 00013334 - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ 15.67	Target 00013334 - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 34.99	Target 00013334 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 266.26	Uline *Ship Supplies - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 451.04	Uline *Ship Supplies - PCard
10/09/2018	ACH	U.S. Bank PCards	Park District 1	\$ 11.97	Conoco - Conomart 10 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 852.10	Delta Air 0062340330068 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 580.60	Delta Air 0062339606732 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 697.99	Doubletree Hotel - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 726.57	Cp Denver - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 140.00	Mt Gov Online Trnsctns - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 20.56	Facebk *V5Csifj3A2 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 37.49	Facebk *Mj997H6Kf2 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 60.00	Facebk *Mj997H6Kf2 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 20.00	Facebk *Nefnfh2Tf2 - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ 20.00	Facebk *Vcuf6Gjxa2 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 48.19	Travel Insurance Policy - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 28.48	Wal-Mart #2923 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 24.46	Wal-Mart #2923 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 17.68	Wal-Mart #2923 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 49.85	Wm Supercenter #2923 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 64.82	Wm Supercenter #2923 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 9.98	Wm Supercenter #2923 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 64.48	Wal-Mart #2923 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 14.83	Wal-Mart #2923 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 88.16	Wal-Mart #2923 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 39.71	Wm Supercenter #2923 - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 49.50	Wal-Mart #2923 - PCard
10/09/2018	ACH	U.S. Bank PCards	Police Programs	\$ 19.76	Wal-Mart #2923 - PCard
10/09/2018	ACH	U.S. Bank PCards	Police Programs	\$ 39.52	Wm Supercenter #2923 - PCard
10/09/2018	ACH	U.S. Bank PCards	Police Programs	\$ 250.00	Scheels Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	Information Resources	\$ 36.00	Conoco - Mcfinys 2 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ (72.94)	Plo*Plow And Hearth - PCard
10/09/2018	ACH	U.S. Bank PCards	Fleet	\$ 74.98	Lowes #00907* - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 129.00	Lowes #00907* - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 300.96	Midway Rental Laurel - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ (120.94)	Grange Co Op - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 513.94	Blinds.Com #2150 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 45.40	Hose & Rubber Supply Blg - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 55.25	Hose & Rubber Supply Blg - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 8.24	Hose & Rubber Supply Blg - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 14.99	Hose & Rubber Supply Blg - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 55.33	Hose & Rubber Supply Blg - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 61.59	Hose & Rubber Supply Blg - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 43.68	Hose & Rubber Supply Blg - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ (49.94)	Hose & Rubber Supply Blg - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 126.67	Hose & Rubber Supply Blg - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 46.71	Fastenal Company01 - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 50.22	Fastenal Company01 - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 1,071.17	Fastenal Company01 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 265.00	Msu Northern - Tuition - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 309.00	Msu Northern - Tuition - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 1,015.00	Msu Northern - Tuition - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 206.00	Msu Northern - Tuition - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 8.09	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 50.29	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 3.04	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 14.90	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 21.99	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 16.17	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 28.78	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ 6.98	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 26.97	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 13.00	Veritiv-West - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 135.12	Veritiv-West - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 65.48	Veritiv-West - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 21.90	Veritiv-West - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 23.92	Veritiv-West - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 91.11	Veritiv-West - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 13.49	Veritiv-West - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 229.00	Calibre Press - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 2,268.00	Calibre Press - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 11.99	Shipton'S Big R-East - PCard
10/09/2018	ACH	U.S. Bank PCards	Park District 1	\$ 78.96	Shipton'S Big R-East - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 5.29	Shipton'S Big R-East - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 21.98	Shipton'S Big R-East - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 975.00	Axon *Taser - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	General	\$ 15.39	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 7.75	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 28.65	Amzn Mktp Us Amzn.Com/Bil - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 9.86	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 11.98	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 19.95	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 13.99	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 14.76	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 82.61	Amzn Mktp Us*Mt4430C61 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 94.95	Amzn Mktp Us*Mt56J7Lq1 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 132.80	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 21.95	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 25.90	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 42.92	Amzn Mktp Us Amzn.Com/Bil - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 149.39	Amzn Mktp Us Amzn.Com/Bil - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 68.94	Amzn Mktp Us*Mt29Z3Ly1 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 97.05	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 31.90	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 39.99	Amzn Mktp Us*Mt8L99L12 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 29.98	Amzn Mktp Us*Mt3Il4Os1 - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 116.17	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	EOC 911	\$ 10.62	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	EOC 911	\$ 23.67	Amzn Mktp Us*Mt1Y19Zw0 - PCard
10/09/2018	ACH	U.S. Bank PCards	EOC 911	\$ 42.97	Amzn Mktp Us*Mt5K25La2 - PCard
10/09/2018	ACH	U.S. Bank PCards	EOC 911	\$ 19.47	Amzn Mktp Us*Mt88K9Zv1 - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 11.45	Amzn Mktp Us Amzn.Com/Bil - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 117.55	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 277.99	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ (6.42)	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 8.13	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 13.17	Amzn Mktp Us Amzn.Com/Bil - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 9.95	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 24.03	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 4.93	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 5.89	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 73.94	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 9.22	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 14.98	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 11.98	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 13.98	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 16.71	Amzn Mktp Us - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 55.83	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ 208.22	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ (238.00)	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ 13.80	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ 10.96	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 1,239.76	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 96.00	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 189.70	Amzn Mktp Us Amzn.Com/Bil - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ (189.70)	Amzn Mktp Us Amzn.Com/Bil - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 16.92	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 24.99	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Telephone System	\$ 49.95	Amzn Mktp Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Telephone System	\$ 25.90	Amzn Mktp Us*Mt3lq24J2 - PCard
10/09/2018	ACH	U.S. Bank PCards	Information Resources	\$ 57.90	Amzn Mktp Us*Mt5Ey6Fj0 - PCard
10/09/2018	ACH	U.S. Bank PCards	Police Programs	\$ 7.99	Amzn Mktp Us Amzn.Com/Bil - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 275.00	Wpy*Msfca - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 109.99	Office Depot #1080 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 490.00	Northwest Pipe Fittings, - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 101.94	Northwest Pipe Fittings, - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 214.92	Northwest Pipe Fittings, - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 43.95	Northwest Pipe Fittings, - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 325.13	Provantage - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 325.13	Provantage - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 201.65	Zoro Tools Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 152.28	Facebk *Tu7Fghsrf2 - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 1.00	City Of Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 1.00	City Of Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 89.33	At&T Smd7 15579 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 61.39	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 13.39	Amazon.Com*Mt9Zf8Zz1 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 215.75	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 264.98	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 762.85	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 53.98	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 195.21	Amazon.Com*Mt5Pg1Op2 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 19.99	Amazon.Com*Mt0D16Fs0 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 180.00	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 16.99	Amazon.Com Amzn.Com/Bill - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 177.78	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Building Inspection	\$ 139.93	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 322.86	Amazon.Com - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	EOC 911	\$ 59.97	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	EOC 911	\$ 59.97	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	EOC 911	\$ 189.90	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	EOC 911	\$ 113.94	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	EOC 911	\$ 63.96	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	EOC 911	\$ 59.97	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	EOC 911	\$ 59.97	Amazon.Com Amzn.Com/Bill - PCard
10/09/2018	ACH	U.S. Bank PCards	EOC 911	\$ 189.90	Amazon.Com Amzn.Com/Bill - PCard
10/09/2018	ACH	U.S. Bank PCards	EOC 911	\$ 189.90	Amazon.Com Amzn.Com/Bill - PCard
10/09/2018	ACH	U.S. Bank PCards	EOC 911	\$ 75.96	Amazon.Com Amzn.Com/Bill - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 50.00	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 106.78	Amazon.Com Amzn.Com/Bill - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 31.22	Amazon.Com*Mt5Bk9Nw2 - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 149.97	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 104.65	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 129.00	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 20.80	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 114.95	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 13.98	Amazon.Com Amzn.Com/Bill - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ (2.79)	Amazon.Com Amzn.Com/Bill - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 9.99	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 9.99	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 19.98	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 39.96	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 9.99	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ 29.19	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ 10.39	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 26.99	Amazon.Com*Mt0H20Nm1 - PCard
10/09/2018	ACH	U.S. Bank PCards	Telephone System	\$ 19.99	Amazon.Com*Mt0D16Fs0 - PCard
10/09/2018	ACH	U.S. Bank PCards	Telephone System	\$ 59.97	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Information Resources	\$ 167.99	Amazon.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Fleet	\$ 390.00	Oil Price Info Serv - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 92.50	Spic And Span - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 145.00	Spic And Span - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 410.97	Pcm Tigerdirect - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 77.42	Pcm Tigerdirect - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 410.13	Pcm Tigerdirect - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 350.82	Pcm Tigerdirect - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 42.39	Pcm Tigerdirect - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 136.68	Pcm Tigerdirect - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 291.82	Pcm Tigerdirect - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 83.28	Pcm Tigerdirect - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 35.16	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 483.32	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ (22.14)	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ (6.42)	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 154.52	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 91.77	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 89.64	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 82.50	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 114.96	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 19.78	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 22.13	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 62.62	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ (30.59)	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 41.98	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 34.66	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 22.12	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 154.38	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 23.14	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 14.99	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 14.99	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 14.99	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 22.80	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 8.25	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 38.22	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 10.58	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 45.81	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 171.45	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 20.98	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 29.45	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 750.00	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 84.21	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 238.06	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 410.32	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 305.80	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 78.51	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 299.15	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Building Inspection	\$ 19.94	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 38.52	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 78.27	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 29.69	360 Office Solutions Inc - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 88.56	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 338.32	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Police Programs	\$ 326.27	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 81.75	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 10.35	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 1,010.44	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 22.99	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 13.00	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 11.57	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 13.46	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 161.00	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ (52.38)	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 91.06	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 80.96	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 94.21	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 673.63	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 46.00	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ (34.92)	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 26.02	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 23.12	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 26.92	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ (86.25)	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 37.73	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 87.56	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Fleet	\$ (9.48)	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Central Services	\$ (72.80)	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Central Services	\$ 358.20	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Central Services	\$ 286.50	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Information Resources	\$ 105.90	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	City Health Ins Fund	\$ 173.94	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	P.W. Admin	\$ 149.07	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Engineering	\$ 424.16	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Engineering	\$ 115.63	360 Office Solutions Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Building Inspection	\$ 91.33	Www Costco Com - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ 130.60	Www Costco Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 79.93	Ferguson Ent 2006 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 77.40	Fedex 29764529 - PCard
10/09/2018	ACH	U.S. Bank PCards	Information Resources	\$ 13.15	Fedex 29764529 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 87.47	Monoprice, Inc. - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 73.53	Monoprice, Inc. - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 87.48	Monoprice, Inc. - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 73.53	Monoprice, Inc. - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 3,886.88	Zero Water - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 163.00	American Water Technologi - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 1,632.55	Paul Conway Shields - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 125.00	Helena Parks And Recreati - PCard
10/09/2018	ACH	U.S. Bank PCards	Park District 1	\$ 125.00	Helena Parks And Recreati - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 16.50	Lp Anderson Point - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 450.00	Lp Anderson Point - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ (78.42)	National Emergency Train - PCard
10/09/2018	ACH	U.S. Bank PCards	Fire Grants	\$ 309.50	National Emergency Train - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 152.00	Billings Parks Company - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 400.00	Noregon Systems Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 129.00	My Sql Backup Ftp - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 827.10	B&H Photo 800-606-6969 - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 919.00	B&H Photo 800-606-6969 - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 104.25	Central Parts Warehouse - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 420.00	Montana Society Of Cpas - PCard
10/09/2018	ACH	U.S. Bank PCards	P.W. Admin	\$ 200.00	Montana Society Of Cpas - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 2,109.83	State Chemic*State Che - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 20.00	Se Background Services - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 226.80	Dxp Enterprises - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 71.05	Dxp Enterprises - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 492.32	Dxp Enterprises - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 148.00	Dxp Enterprises - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 885.00	Itw Gse - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 182.75	Ecolab Pest Cs - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 159.10	Ecolab Pest Cs - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 99.78	Ecolab Pest Cs - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 89.81	Ecolab Pest Cs - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 105.33	Ecolab Pest Cs - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 133.91	Ecolab Pest As400 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 31.90	Wheniwork.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 49.00	Wheniwork.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 25.00	Delta Air Baggage Fee - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 1,545.71	Bettymills - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 221.21	Bettymills - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 537.00	Skillpath / National - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 389.76	Lodge At Whitefish Lake L - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ (5.22)	Lodge At Whitefish Lake L - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 389.76	Lodge At Whitefish Lake L - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ (5.22)	Lodge At Whitefish Lake L - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 391.50	Lodge At Whitefish Lake L - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 139.99	Mac Tools - Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 250.00	Kc Towing & Repair Svc - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Kc Towing & Repair Svc - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 45.00	Orbitz*7377316908253 - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 47.06	Orbitz*7377319181462 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 1,322.83	Rescue Source - PCard
10/09/2018	ACH	U.S. Bank PCards	Parks Maintenance	\$ 175.00	Vermeer Rocky Mtn Billing - PCard
10/09/2018	ACH	U.S. Bank PCards	Parks Maintenance	\$ 175.00	Vermeer Rocky Mtn Billing - PCard
10/09/2018	ACH	U.S. Bank PCards	Police Programs	\$ 20.00	Travelocity*7375228751 - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 489.10	United 0162414622406 - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 25.00	United 0162607435340 - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 631.10	United 0167127990026 - PCard
10/09/2018	ACH	U.S. Bank PCards	Police Programs	\$ 636.90	United 0162413971989 - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 60.00	United 0162608606953 - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 60.00	United 0162608821606 - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 578.72	Marriott Hotel - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 235.79	Mbs Direct - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 2,259.17	Sundown Security - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 2,203.06	Sundown Security - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 2,106.97	Sundown Security - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 2,018.60	Sundown Security - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 2,068.21	Sundown Security - PCard
10/09/2018	ACH	U.S. Bank PCards	Fire Grants	\$ 200.00	Sandeels 112 Street - PCard
10/09/2018	ACH	U.S. Bank PCards	Park District 1	\$ 225.00	Isa Rocky Mountain - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 200.00	Isa Rocky Mountain - PCard
10/09/2018	ACH	U.S. Bank PCards	Park District 1	\$ 225.00	Isa Rocky Mountain - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 125.00	Isa Rocky Mountain - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 299.00	Nepelra - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 509.00	Peavey Corp. - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 165.00	Pb *Abpa Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 115.00	Paypal *Naturalpath - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 260.00	Paypal *Map - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 29.00	Paypal *Waternymphp - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 59.98	Rdoce-Bil- - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 15.83	Rdoce Bil 020112 - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 343.31	Rdoce-Bil- - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 6.00	Act*Usta Teamtns - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 3.00	Act*Usta Teamtns - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 14.99	Adobe *Acropro Subs - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 14.99	Adobe *Acropro Subs - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 112.50	Tinys Tavern Inc 2 - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 349.00	Kone, Inc. - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 349.00	Kone, Inc. - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 349.00	Kone, Inc. - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 296.99	Kone, Inc. - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 637.00	Kone, Inc. - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 576.10	Delta Air 0062337002311 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 564.20	Delta Air 0062337467605 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 771.10	Delta Air 0062339621081 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 292.10	Delta Air 0062339888509 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 292.10	Delta Air 0062339888510 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 179.40	Sam Renewal Support - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 119.60	Sam Renewal Support - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 38.99	Dtv*Directv Service - PCard
10/09/2018	ACH	U.S. Bank PCards	Police Programs	\$ 300.00	Paypal *Leahwidd - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 100.00	Edge Construction Supp - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 53.00	Edge Construction Supp - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 48.00	Edge Construction Supp - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 364.00	Edge Construction Supp - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 64.92	Edge Construction Supp - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 101.40	Edge Construction Supp - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 67.60	Edge Construction Supp - PCard
10/09/2018	ACH	U.S. Bank PCards	Telephone System	\$ 156.73	Edge Construction Supp - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 333.00	Simply Family Magazine, I - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 22.00	Culligan Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 1,429.69	Sq *Kent D Bruce Co - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 149.99	Sq *Clean City Inno - PCard
10/09/2018	ACH	U.S. Bank PCards	Police Programs	\$ 125.00	Sq *Billings Comput - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 92.00	Sq *Yellowstone Cou - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ (120.16)	D-Bass Pro Online U.S. - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 132.00	Building Code Licpermit - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 66.00	Building Code Licpermit - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 66.00	Building Code Licpermit - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 105.00	Billings Chamber Of Comme - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 110.50	Batteries+Bulbs #0253 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 110.50	Batteries+Bulbs #0253 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 277.78	Batteries+Bulbs #0253 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 57.00	Batteries+Bulbs #0253 - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 110.50	Batteries+Bulbs #0253 - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 20.00	Batteries+Bulbs #0253 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 66.24	Batteries+Bulbs #0253 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 50.00	Batteries+Bulbs #0253 - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 163.44	Batteries+Bulbs #0253 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 284.85	La Police Gear Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 244.00	Boxwood Technology - PCard
10/09/2018	ACH	U.S. Bank PCards	Information Resources	\$ 594.31	Rapidsupplies.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 365.00	Sq *Billings Carpet - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 56.14	Paypal *Anytimesign - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 137.50	Paypal *Prinesystem - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ (13.62)	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 31.68	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 22.20	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 20.78	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 44.97	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 119.96	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 108.91	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 7.96	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 30.76	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 33.28	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 99.80	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 47.88	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 14.50	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 102.56	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 20.98	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 100.70	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 680.00	Nutrien Ag Solution 6543 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 75.00	Range Riders Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 14.50	Awogsystems - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 89.30	Fisher Sand And Gravel - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 119.17	Ah Turf Specialties Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Parks Maintenance	\$ 9.16	Ah Turf Specialties Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 267.84	Ah Turf Specialties Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 17.74	Ah Turf Specialties Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 11.82	Ah Turf Specialties Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 277.48	Fishers Technology - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 277.48	Fishers Technology - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 285.89	Fishers Technology - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 181.31	Fishers Technology - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 121.66	Fishers Technology - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 129.13	Fishers Technology - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 74.81	Fishers Technology - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 17.40	Fishers Technology - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 13.38	Fishers Technology - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 8.19	Fishers Technology - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ 241.45	Fishers Technology - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ 352.55	Fishers Technology - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 17.29	Fishers Technology - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 69.48	Fishers Technology - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 30.47	Fishers Technology - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 27.79	Fishers Technology - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 32.41	Fishers Technology - PCard
10/09/2018	ACH	U.S. Bank PCards	P.W. Admin	\$ 13.46	Fishers Technology - PCard
10/09/2018	ACH	U.S. Bank PCards	P.W. Admin	\$ 2.79	Fishers Technology - PCard
10/09/2018	ACH	U.S. Bank PCards	Engineering	\$ 47.80	Fishers Technology - PCard
10/09/2018	ACH	U.S. Bank PCards	Engineering	\$ 6.48	Fishers Technology - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 139.00	Accent Print Shop - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 28.00	Accent Print Shop - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 242.00	Lesman Iron Works - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 11.97	At&T*Bill Payment - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 1,000.00	Transportation Security - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 1,000.00	Transportation Security - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 469.45	Sherwin Williams 703429 - PCard
10/09/2018	ACH	U.S. Bank PCards	Police Programs	\$ 2,499.50	Herobears.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Police Programs	\$ 1,675.00	Herobears.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 351.03	Meadow Green Sales - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 28.95	Meadow Green Sales - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 80.00	Meadow Green Sales - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 796.41	Hwh Corp - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ 35.12	Michaels Stores 9916 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 20.00	Total Rental Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ (11.52)	Total Rental Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 71.50	Total Rental Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 26.00	Graphic Imprints Awards - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 15.00	Graphic Imprints Awards - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Spencers Towing - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Pow R Tow - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Pow R Tow - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 329.10	Kimball Midwest - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 27.40	Kimball Midwest - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 222.02	Kimball Midwest - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 237.66	Ace Electric - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 126.00	Ace Electric - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 104.36	Ace Electric - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 32.50	Aaim Solutions - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 69.99	Findaway - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 5.67	Allegra - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 25.26	Billings Hardware & Se - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 7.77	Billings Hardware & Se - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 7.99	Billings Hardware & Se - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 11.98	Billings Hardware & Se - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 21.47	Billings Hardware & Se - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 499.99	Napa Store 3547001 - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 104.35	Napa Store 3547001 - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 12.98	Napa Store 3547001 - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 18.49	Napa Store 3547001 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 1,775.00	Usa Football - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 1,625.00	Usa Football - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 132.62	Econo Print - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 218.58	Econo Print - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 17.53	Econo Print - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 17.53	Econo Print - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 17.52	Econo Print - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 17.52	Econo Print - PCard
10/09/2018	ACH	U.S. Bank PCards	Engineering	\$ 60.07	Econo Print - PCard
10/09/2018	ACH	U.S. Bank PCards	Fire Grants	\$ 545.35	Hiltonsac Arden W-Room - PCard
10/09/2018	ACH	U.S. Bank PCards	Fire Grants	\$ 545.35	Hiltonsac Arden W-Room - PCard
10/09/2018	ACH	U.S. Bank PCards	Fire Grants	\$ 545.35	Hiltonsac Arden W-Room - PCard
10/09/2018	ACH	U.S. Bank PCards	Fire Grants	\$ 545.35	Hiltonsac Arden W-Room - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 73.20	Alsco Inc. - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Jims Auto Repair - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 19.00	Yellowstone Valley Elect - PCard
10/09/2018	ACH	U.S. Bank PCards	Parks Maintenance	\$ 20.46	Yellowstone Valley Elect - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 97.90	Yellowstone Valley Elect - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 29.44	Yellowstone Valley Elect - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 28.10	Yellowstone Valley Elect - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 1,184.26	Yellowstone Valley Elect - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 19.00	Yellowstone Valley Elect - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 152.78	Yellowstone Valley Elect - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 603.88	Yellowstone Valley Elect - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 722.06	Yellowstone Valley Elect - PCard
10/09/2018	ACH	U.S. Bank PCards	Parks Maintenance	\$ 214.37	Yellowstone Valley Elect - PCard
10/09/2018	ACH	U.S. Bank PCards	Parks Maintenance	\$ 209.85	Yellowstone Valley Elect - PCard
10/09/2018	ACH	U.S. Bank PCards	Parks Maintenance	\$ 62.91	Yellowstone Valley Elect - PCard
10/09/2018	ACH	U.S. Bank PCards	Parks Maintenance	\$ 19.45	Yellowstone Valley Elect - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 70.43	Tools Renewed - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 13.96	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 11.94	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 32.38	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 3.99	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 43.30	Exxonmobil 45942976 - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 20.00	Billings Overhead Door In - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 140.00	Billings Overhead Door In - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 205.00	Billings Overhead Door In - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 193.51	Michigan Truck Spring - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 119.99	Tractor-Supply-Co #0303 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 330.56	Kenco Fire Equipment - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 220.38	Kenco Fire Equipment - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 560.00	Assn. Of Metro Planning - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 211.71	Graybar Electric - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 91.64	Graybar Electric Company - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 121.58	Graybar Electric - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 430.23	Graybar Electric Company - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 505.24	Graybar Electric Company - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 351.41	Graybar Electric Company - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 96.48	Graybar Electric - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 128.64	Graybar Electric - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 81.60	Graybar Electric - PCard
10/09/2018	ACH	U.S. Bank PCards	Telephone System	\$ 87.76	Graybar Electric - PCard
10/09/2018	ACH	U.S. Bank PCards	Building Inspection	\$ 927.90	N Harris Computer Corpor - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 1,249.20	Prof Plumbing Group - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 166.82	Prof Plumbing Group - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 52.14	Prof Plumbing Group - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 1,352.79	Galls - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 156.00	Galls - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 93.60	Galls - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 92.50	Pizza Hut #1714 - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 36.00	Ratco Trailer And Hitch - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 225.00	Sign Pro Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	P.W. Admin	\$ 228.00	Sign Pro Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	Engineering	\$ 227.00	Sign Pro Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 78.00	Kully Supply - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 191.00	Cph Insurance - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 79.94	Office Depot #2135 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 12.78	Office Depot #2135 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 49.31	Office Depot #2135 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	General	\$ 17.47	Office Depot #2135 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 125.94	Office Depot #2135 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 25.94	Office Depot #2135 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 62.71	Office Depot #2135 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 43.95	Office Depot #2135 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 27.38	Office Depot #2135 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 399.99	Office Depot #2135 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 199.68	Office Depot #2135 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ (0.93)	Office Depot #2135 - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 39.16	Office Depot #2135 - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 23.98	Office Depot #2135 - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 172.50	Advanced Home Solutions - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 46.01	Conoco - Muralts Conoco T - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ (141.88)	Nc The Cat Rental St - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 679.65	Nc The Cat Rental St - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 35.50	Tonerbuzz Dot Com - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 53.25	Tonerbuzz Dot Com - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 266.25	Tonerbuzz Dot Com - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 17.77	Plug N Pay Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	EOC 911	\$ 2,145.00	Avtec Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 170.04	Northwest Scientific Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 157.76	Northwest Scientific Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 56.43	Northwest Scientific Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 76.89	Northwest Scientific Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 107.70	Northwest Scientific Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 52.40	Northwest Scientific Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 701.62	Northwest Scientific Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 126.15	Usa Blue Book - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 35.95	Usa Blue Book - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 579.00	Alpine Plumbing Heating I - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 292.00	Alpine Plumbing Heating I - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 85.00	Alpine Plumbing Heating I - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 662.00	Alpine Plumbing Heating I - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 295.00	Alpine Plumbing Heating I - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 1,360.00	Alpine Plumbing Heating I - PCard
10/09/2018	ACH	U.S. Bank PCards	Information Resources	\$ 995.00	Digicert Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 2,400.00	Gunarama Wholesale I - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 933.25	Gunarama Wholesale I - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 2,400.00	Gunarama Wholesale I - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 893.00	Gunarama Wholesale I - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 2,034.00	Gunarama Wholesale I - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 21.42	Concordance Healthcare So - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 42.84	Concordance Healthcare So - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 224.86	Tire Rama 101 Bc - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 23.90	Minnesota Trapline Produc - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 145.46	Costco Whse #0069 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 53.94	Costco Whse #0069 - PCard
10/09/2018	ACH	U.S. Bank PCards	Building Inspection	\$ 37.77	Costco Whse #0069 - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 42.75	Costco Whse #0069 - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 37.77	Costco Whse #0069 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 69.52	Costco Whse #0069 - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 46.34	Costco Whse #0069 - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 46.67	Costco Whse #0069 - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 17.69	Costco Whse #0069 - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 5.98	Costco Whse #0069 - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 54.14	Costco Whse #0069 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Dee Jay Bee Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 11.48	Probuild N #409 - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 52.14	Probuild N #409 - PCard
10/09/2018	ACH	U.S. Bank PCards	Building Inspection	\$ (70.00)	lapmo - PCard
10/09/2018	ACH	U.S. Bank PCards	Building Inspection	\$ 300.00	lapmo - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 89.51	City Of Billings Buildin - PCard
10/09/2018	ACH	U.S. Bank PCards	Municipal Court Grants	\$ 48.00	City Of Billings Finance - PCard
10/09/2018	ACH	U.S. Bank PCards	Information Resources	\$ 298.71	City Of Billings Buildin - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 228.50	Lexisnexis Risk Dat - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 11.94	Cenex Zip Trip07082696 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 400.00	Garden Avenue Greenhous - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 755.00	Jims Electric - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 38.01	Van'S Evergreen lga - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ (80.00)	Nrd, Llc - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 2.03	Six Robblees No 6 - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 1,829.79	Montana Broom & Brush Co - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 1,164.08	Montana Broom & Brush Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 21.40	Norco Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 55.64	Norco Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 42.14	Norco Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 319.48	Norco Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 86.43	Norco Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 345.00	Norco Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 226.00	Norco Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 288.86	Norco Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 112.34	Norco Inc - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 24.30	Norco Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 125.43	Norco Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 8.94	Selby'S - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 8.00	Selby'S - PCard
10/09/2018	ACH	U.S. Bank PCards	Parks Maintenance	\$ 4.47	Selby'S - PCard
10/09/2018	ACH	U.S. Bank PCards	Park District 1	\$ 4.80	Selby'S - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 231.17	Electro-Wire-Cobra Gcg - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 158.90	Electro-Wire-Cobra Gcg - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 4.99	Shiptons Big R Heights - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 71.76	Shiptons Big R Heights - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 2.97	Shiptons Big R Heights - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 1.98	Shiptons Big R Heights - PCard
10/09/2018	ACH	U.S. Bank PCards	Police Programs	\$ 85.70	Tlo Transunion - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 482.00	Creative Monograms Smb - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 408.00	Creative Monograms Smb - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 69.00	Creative Monograms Smb - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 450.00	Creative Monograms Smb - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 248.00	Creative Monograms Smb - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 293.00	Creative Monograms Smb - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 42.23	Applied Technical Systems - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 135.85	Big Sky Fire Equipment - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 90.23	Big Sky Fire Equipment - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 250.00	Red Wrecker Recovery - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 250.00	Red Wrecker Recovery - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 385.00	Speedy Glass 9131 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 14.00	Crescent Electric 054 - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 357.21	Crescent Electric 054 - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 46.67	Crescent Electric 054 - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 106.46	Crescent Electric 054 - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 110.00	Crescent Electric 054 - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 0.64	Crescent Electric 054 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 125.00	Mt Conf Reg - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Mt Conf Reg - PCard
10/09/2018	ACH	U.S. Bank PCards	P.W. Admin	\$ 130.00	Car Nu - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 20.38	Bloedorn Lumber Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 28.26	Bloedorn Lumber Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 17.39	Bloedorn Lumber Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 32.23	Bloedorn Lumber Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 178.89	Awg 3575 - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 58.04	Awg 3575 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 69.99	Webroot Software, Inc. - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 69.99	Webroot Software, Inc. - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 635.43	Walkerindustrialcom - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 489.25	Lanshack - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 280.00	Yellowstone Electric Comp - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 960.00	Yellowstone Electric Comp - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 45.44	The Home Depot #3101 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 110.39	The Home Depot #3101 - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 5.98	The Home Depot #3101 - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 22.97	The Home Depot #3101 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 29.94	The Home Depot #3101 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ (29.94)	The Home Depot #3101 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 29.94	The Home Depot #3101 - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 8.77	The Home Depot #3101 - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 92.72	The Home Depot 3101 - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 24.90	The Home Depot #3101 - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 19.54	The Home Depot #3101 - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 22.91	The Home Depot #3101 - PCard
10/09/2018	ACH	U.S. Bank PCards	Parks Programs	\$ 109.34	The Home Depot #3101 - PCard
10/09/2018	ACH	U.S. Bank PCards	P.W. Admin	\$ 9.99	Lee Newspapers E Pay - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 39.88	Wm Supercenter #4412 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 9.48	Wal-Mart #4412 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 15.98	Shipton'S Big R-West - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 11.98	Shipton'S Big R-West - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 83.98	Shipton'S Big R-West - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 164.97	Shipton'S Big R-West - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 132.99	Shipton'S Big R-West - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 67.98	Shipton'S Big R-West - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 29.99	Shipton'S Big R-West - PCard
10/09/2018	ACH	U.S. Bank PCards	Parks Programs	\$ 16.29	Shipton'S Big R-West - PCard
10/09/2018	ACH	U.S. Bank PCards	Parks Programs	\$ 359.66	Shipton'S Big R-West - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 71.00	Kenco Security And Tec - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 80.00	Kenco Security And Tec - PCard
10/09/2018	ACH	U.S. Bank PCards	Police Programs	\$ 41.50	Kenco Security And Tec - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 75.00	Kenco Security And Tec - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 75.00	Kenco Security And Tec - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 75.00	Kenco Security And Tec - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 11.91	Kenco Security And Tec - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 23.81	Kenco Security And Tec - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 3.97	Kenco Security And Tec - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 23.81	Kenco Security And Tec - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 37.50	Kenco Security And Tec - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 75.00	Kenco Security And Tec - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 75.00	Kenco Security And Tec - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 35.50	Kenco Security And Tec - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 678.00	Kenco Security And Tec - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 312.00	Kenco Security And Tec - PCard
10/09/2018	ACH	U.S. Bank PCards	Information Resources	\$ 34.50	Kenco Security And Tec - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 71.00	Kenco Security And Tec - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 12.50	Kenco Security And Tec - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 150.00	National Academy Of Emd - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 150.00	Billings Ink And Toner - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 20.33	Grainger - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 123.79	Grainger - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 128.86	Grainger - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 43.82	Grainger - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 162.45	Grainger - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 75.78	Grainger - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 834.57	Grainger - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 85.90	Grainger - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 2.74	Grainger - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 258.45	Grainger - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 13.24	Grainger - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 141.98	Grainger - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 17.28	Grainger - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 341.13	Grainger - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 30.36	Grainger - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 128.30	Grainger - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 356.40	Grainger - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 40.00	Iron Mountain - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 42.90	Sylvan Nursery & Landscap - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 539.91	Billings Nursery S Fronta - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 36.45	A & I Distributors - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 55.99	Bottles And Shots West - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 280.80	Schnitzer Steel Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 264.51	Reliable Tent Awning Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 78.25	Chalet Market - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 53.45	Chalet Market - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 54.80	Chalet Market - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 165.15	Motion Industries Mt01 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 178.61	Sams Club #4805 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 50.56	Samsclub #4805 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 11.92	Samsclub #4805 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 24.42	Samsclub #4805 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 7.39	Sams Club #4805 - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 7.39	Sams Club #4805 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 173.39	Pizza Hut #1720 - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 7.99	J&V Restaurant Supply Bil - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 116.46	Northwest Industrial Supp - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 22.18	Northwest Industrial Supp - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 24.00	Northwest Industrial Supp - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 48.91	Northwest Industrial Supp - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 63.48	Northwest Industrial Supp - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 12.26	Northwest Industrial Supp - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 9.04	Northwest Industrial Supp - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 410.95	Northwest Industrial Supp - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 45.91	Northwest Industrial Supp - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 131.56	Northwest Industrial Supp - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 14.79	Northwest Industrial Supp - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 16.00	Northwest Industrial Supp - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 32.61	Northwest Industrial Supp - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 8.17	Northwest Industrial Supp - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 6.03	Northwest Industrial Supp - PCard
10/09/2018	ACH	U.S. Bank PCards	EOC 911	\$ 175.84	Samsclub.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 17.00	Kb Commercial Products - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 173.45	Kb Commercial Products - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 381.89	Kb Commercial Products - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 197.30	Kb Commercial Products - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 239.00	Kb Commercial Products - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 39.31	Kb Commercial Products - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 44.22	Kb Commercial Products - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 44.22	Kb Commercial Products - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 44.21	Kb Commercial Products - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 11.77	Kb Commercial Products - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 143.50	Kb Commercial Products - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 50.04	Kb Commercial Products - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 255.53	Tractor & Equipment - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 1,717.70	Tractor & Equipment - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 251.52	Tractor & Equipment - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 1,055.06	Tractor & Equipment - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ (1,055.06)	Tractor & Equipment - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 1,055.06	Tractor & Equipment - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 72.25	Firemaster - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 1,006.39	Best Friends Animal Hosp - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 280.00	Copquest Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 25.83	Fickler Oil Co - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 110.50	Pierce Billings Rv Parts - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 110.50	Pierce Billings Rv Parts - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 232.83	Nrpa Housing - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ (209.43)	Nrpa Housing - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 217.62	Nrpa Housing - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 61.43	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 90.24	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 25.60	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 223.80	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 296.24	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 141.33	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 127.50	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 184.49	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 8.78	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 234.40	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 381.72	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 192.18	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 162.20	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 72.12	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 110.26	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 136.66	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 488.62	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 775.45	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 83.50	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 33.45	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 19.79	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 10.35	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 14.72	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 114.96	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 30.78	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 4.40	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 50.18	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 74.84	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 25.19	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 226.56	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 159.58	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 46.30	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 78.81	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 519.18	Midland Implement Co - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	General	\$ 36.72	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 63.96	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 123.80	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 28.24	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 149.28	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 1,785.66	Midland Implement Co - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 450.00	Stanley Steemer/Blngs - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 400.00	Stanley Steemer/Blngs - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 127.99	Workbootsusa - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 461.04	Doubletree Ab Lincoln - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 155.00	Trugreen Chemlawn - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 325.00	U-Haulrent A Wreck - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 222.92	Fastenal Company01 - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 42.35	Fastenal Company01 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 4.99	Subway 00347914 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 140.00	Subway 00347914 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 175.00	Subway 00347914 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 140.00	Subway 00347914 - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 175.00	Amerigas *Product - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 5.97	Holiday Stnstore 0108 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 3.98	Holiday Stnstore 0108 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 3.98	Holiday Stnstore 0108 - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 6.99	Albertsons #4041 - PCard
10/09/2018	ACH	U.S. Bank PCards	Police Programs	\$ 12.86	Albertsons #4041 - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 106.93	La Quinta Inn & Suites - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 152.00	Pepsicola Bottling Compan - PCard
10/09/2018	ACH	U.S. Bank PCards	Information Resources	\$ 172.13	La Quinta Inn - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ (208.35)	Hampton Inns - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ (2.00)	Hampton Inns - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ 147.00	Topz Llc - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ 47.12	Albertsons #0038 - PCard
10/09/2018	ACH	U.S. Bank PCards	Fire Grants	\$ 33.23	Albertsons #4025 - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ 10.47	Albertsons #4025 - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ 33.20	Albertsons #4025 - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 3.50	Albertsons #4025 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 43.95	Oreilly Auto #1551 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 24.77	Oreilly Auto #1551 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 100.44	Oreilly Auto #1551 - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 517.34	Oreilly Auto #1551 - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 13.98	Oreilly Auto #1551 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 69.93	Target 00001719 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	General	\$ 9.99	Target 00001719 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 27.55	Target 00001719 - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 21.38	Target 00001719 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 219.98	Tractor Supply Co #5509 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 199.99	Tractor Supply Co #5509 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 96.48	Subway 00999912 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 100.00	Tire Rama 104 Br - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 50.21	Best Buy 00005926 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 71.82	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 69.08	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 122.71	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 60.36	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 90.90	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 14.92	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 63.93	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 119.00	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ (39.99)	Cabela'S Retail 032 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 28.98	Cabela'S Retail 032 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 439.92	Cabela'S Retail 032 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 304.96	Bruco Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 304.96	Bruco Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 25.00	The Rubber Stamp Shop, - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 553.00	Industrial Communication - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 1,650.00	Industrial Communication - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 1,650.00	Industrial Communication - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 106.00	S&S Machine Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Engineering	\$ 153.50	Cor Enterprises - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 18.00	Tvetene Turf Inc-Clvr - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 18.40	Tvetene Turf Inc-Clvr - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 11.50	Tvetene Turf Inc-Clvr - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 599.00	Lincoln Mktg - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 887.20	Midwayusa Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 82.92	Cdw Govt #Pbq3425 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 804.96	Cdw Govt #Pfv4837 - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 730.16	Cdw Govt #Pfv4837 - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 284.58	Cdw Govt #Pgf3222 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 47.69	Budget Rent-A-Car - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ 39.95	Www.Realtimesoft.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 13.00	Gifts Of The Spirit - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 2,069.72	Traffic Safety Store Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Police Programs	\$ 76.53	Old Chicago Billings - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 229.90	Billings Army Navy Surplu - PCard
10/09/2018	ACH	U.S. Bank PCards	Fire Grants	\$ 2,090.34	4Imprint - PCard
10/09/2018	ACH	U.S. Bank PCards	Police Programs	\$ 2,096.45	4Imprint - PCard
10/09/2018	ACH	U.S. Bank PCards	Fleet	\$ 1,728.00	Mitchell1/Snap-On Us - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 328.46	Ats Inland Nw - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 701.69	Ats Inland Nw - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 250.00	Mountainside Towing - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 438.00	Cycorp Trailer - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 761.58	Havis Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 1,787.50	Intermountain Traffic Llc - PCard
10/09/2018	ACH	U.S. Bank PCards	Building Inspection	\$ 26.67	Sherwin Williams 701710 - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 154.83	Epasales - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 1,879.25	Epasales - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 22.95	Independent Bookstore - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 168.00	Billings Construction Sup - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 50.00	Billings Construction Sup - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 131.00	Billings Construction Sup - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 2,255.40	Truenorth Steel-Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 46.88	Truenorth Steel-Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 2,262.48	Truenorth Steel-Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 150.00	Truenorth Steel-Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 26.17	Heights Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 57.98	Heights Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ (52.97)	Heights Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 29.98	Heights Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 7.99	Heights Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 5.99	Heights Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 384.00	Silver Threads - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 30.00	Silver Threads - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 745.00	Macon Supply Billi - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 30.00	Macon Supply Billi - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ (16.00)	Macon Supply Billi - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 32.00	Macon Supply Billi - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 292.50	Moore Lane Veterinary Hos - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 126.00	Redds Prints And Signs - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 1,100.00	Redds Prints And Signs - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 180.00	Air Controls-Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 278.28	Air Controls-Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 690.40	Air Controls-Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 1,236.52	Air Controls-Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Excel Services - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Excel Services - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ 5.00	Party America Billings He - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 49.50	Back Country Family Chiro - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ 75.84	Walmart.Com 8009666546 - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ 19.45	Walmart.Com 8009666546 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 25.00	Carpet Garage Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 13.57	Harbor Freight Tools 207 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 33.57	Harbor Freight Tools 207 - PCard
10/09/2018	ACH	U.S. Bank PCards	Park District 1	\$ 119.00	Harbor Freight Tools 207 - PCard
10/09/2018	ACH	U.S. Bank PCards	Park District 1	\$ 20.37	Harbor Freight Tools 207 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 62.98	Harbor Freight Tools 207 - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 42.16	Harbor Freight Tools 207 - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 33.98	Harbor Freight Tools 207 - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 4.69	Harbor Freight Tools 207 - PCard
10/09/2018	ACH	U.S. Bank PCards	Fleet	\$ 89.99	Harbor Freight Tools 207 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 48.70	Fedex 29841222 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 208.42	Fedex 29699481 - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 19.30	Fedex 782429872261 - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 19.30	Fedex 782532873705 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 8.00	Zeecreativeinc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 75.00	Zeecreativeinc - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 2,280.00	Pp*Zeecreative - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 50.00	Msu Billings-Cot - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 395.64	Watersaver Faucet Co - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 754.00	Armacost Trane Service Co - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 36.78	Hach Company - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 290.01	Hach Company - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 402.41	Hach Company - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 363.37	Hach Company - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 258.00	Hach Company - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 136.56	Norco Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 22.70	West End Lock And Secur - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 12.00	West End Lock And Secur - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 4.00	West End Lock And Secur - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 135.00	West End Lock And Secur - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 25.00	West End Lock And Secur - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 121.50	West End Lock And Secur - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 67.00	West End Lock And Secur - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 19.30	West End Lock And Secur - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 14.30	Big Sky Linen & Uniform - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 120.84	Big Sky Linen & Uniform - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 43.00	Big Sky Linen & Uniform - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 58.60	Big Sky Linen & Uniform - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 1,219.50	Big Sky Linen & Uniform - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 135.00	Big Sky Linen & Uniform - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 4.00	Big Sky Linen & Uniform - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 4.00	Big Sky Linen & Uniform - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 4.00	Big Sky Linen & Uniform - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 1,580.00	Big Sky Linen & Uniform - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 719.95	Big Sky Linen & Uniform - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 44.55	Big Sky Linen & Uniform - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 958.23	Big Sky Linen & Uniform - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 56.25	Big Sky Linen & Uniform - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 257.70	Big Sky Linen & Uniform - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 32.64	Big Sky Linen & Uniform - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 225.00	Big Sky Linen & Uniform - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 39.14	Big Sky Linen & Uniform - PCard
10/09/2018	ACH	U.S. Bank PCards	Fleet	\$ 741.97	Big Sky Linen & Uniform - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 340.30	Big Sky Linen & Uniform - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 804.75	Big Sky Linen & Uniform - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 292.50	Ultra Scientific - PCard
10/09/2018	ACH	U.S. Bank PCards	Information Resources	\$ 288.05	High Point Networks, Llc - PCard
10/09/2018	ACH	U.S. Bank PCards	Information Resources	\$ 2,336.00	High Point Networks, Llc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 1,212.80	Thomson West*Tcd - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 1,078.23	Thomson West*Tcd - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 408.00	Thomson West*Tcd - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 61.70	Hanson Chemical - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 43.80	Hanson Chemical - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 125.51	Hanson Chemical - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 50.86	Hanson Chemical - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 341.65	Hanson Chemical - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 120.72	Hanson Chemical - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 184.42	Hanson Chemical - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 59.92	Hanson Chemical - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 106.44	Hanson Chemical - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 125.58	Hanson Chemical - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 408.79	Hanson Chemical - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 47.04	Hanson Chemical - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 294.12	Hanson Chemical - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 140.95	Hanson Chemical - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 46.84	Hanson Chemical - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 23.13	Hanson Chemical - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 416.80	Hanson Chemical - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 236.87	Hanson Chemical - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 251.21	Hanson Chemical - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 594.84	Hanson Chemical - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 119.95	Sirchie Finger Print Labo - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 1,335.00	S Bar S Supply Co. - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 26.10	Pacific Steel #02 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 21.66	Pacific Steel #02 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 5.26	Pacific Steel #02 - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 46.63	Pacific Steel #02 - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 10.51	Pacific Steel #02 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 26.20	Pacific Steel #02 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 26.21	Pacific Steel #02 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 487.82	Pacific Steel #02 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 107.14	Pacific Steel #02 - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 64.39	Pacific Steel #02 - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 860.18	Mountain Supply - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Budget Towing - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 1,940.52	N/S Corporation - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 797.00	Jares Fence Co - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 97.00	Jares Fence Co - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 95.00	7K Fabrication And Weld - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 446.25	Executive Cleaning Co Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 9.50	Carquest 3104 - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 85.99	Carquest 3103 - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 57.24	Carquest 3103 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Hansers Wrecker & Salvage - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 37.81	Midland Scientific Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 91.74	Midland Scientific Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 36.46	Montana Brewing Company - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 20.83	Lansing Bp Bill - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 15.24	Lansing Bp Bill - PCard
10/09/2018	ACH	U.S. Bank PCards	Park District 1	\$ 81.00	Volgistics Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ 94.87	Backcountry.Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 351.00	Thomas Printing Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 95.52	Northwest Pipe Fittings, - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 89.56	Northwest Pipe Fittings, - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 48.02	Northwest Pipe Fittings, - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 219.22	Northwest Pipe Fittings, - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 52.36	Northwest Pipe Fittings, - PCard
10/09/2018	ACH	U.S. Bank PCards	Park District 1	\$ 2,080.00	The Good Earth Works Co - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 23.04	Heartland Paper Company - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 11.52	Heartland Paper Company - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 98.53	Heartland Paper Company - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 25.57	Heartland Paper Company - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 63.57	Heartland Paper Company - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 57.00	Heartland Paper Company - PCard
10/09/2018	ACH	U.S. Bank PCards	P.W. Admin	\$ 53.05	Usps Po 2907740107 - PCard
10/09/2018	ACH	U.S. Bank PCards	P.W. Admin	\$ 50.00	Usps Po 2907740107 - PCard
10/09/2018	ACH	U.S. Bank PCards	P.W. Admin	\$ 50.00	Usps Po 2907740107 - PCard
10/09/2018	ACH	U.S. Bank PCards	P.W. Admin	\$ 50.00	Usps Po 2907740107 - PCard
10/09/2018	ACH	U.S. Bank PCards	P.W. Admin	\$ 81.40	Usps Po 2907740107 - PCard
10/09/2018	ACH	U.S. Bank PCards	P.W. Admin	\$ 14.10	Usps Po 2907740107 - PCard
10/09/2018	ACH	U.S. Bank PCards	P.W. Admin	\$ 50.00	Usps Po 2907740107 - PCard
10/09/2018	ACH	U.S. Bank PCards	P.W. Admin	\$ 50.00	Usps Po 2907740107 - PCard
10/09/2018	ACH	U.S. Bank PCards	P.W. Admin	\$ 50.00	Usps Po 2907740107 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 300.26	Indeed - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 80.60	Indeed - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 200.00	Indeed - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 105.00	Polycase - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 306.81	Power Process Equipment I - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 23.34	Yellowstone County Treas - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 29.71	Yellowstone County Treas - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 400.00	Midland Mechanical Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ (200.00)	Midland Mechanical Inc - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 15.00	Aces - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 108.00	Vincent Communications - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 14.76	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 20.97	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 6.29	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 6.99	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 35.07	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 18.32	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 17.98	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 23.38	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 101.94	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 7.09	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 84.97	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 8.99	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 17.27	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 11.98	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 35.98	Kings Ace Hdwe - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	General	\$ 8.09	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 6.99	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 33.92	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 23.90	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 18.89	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 10.56	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 22.99	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 7.99	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 11.97	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 12.99	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 19.98	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 41.21	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 35.92	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 14.58	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 16.14	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 19.05	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 22.45	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 33.98	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 44.96	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 32.34	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 21.97	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 15.98	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 54.12	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 17.57	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 20.83	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 47.70	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 31.49	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 98.15	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 17.78	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 3.59	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 2.40	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 1.60	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 49.98	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 3.99	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 19.99	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 11.99	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 36.97	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 17.75	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 53.98	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 16.99	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 19.58	Kings Ace Hdwe - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 12.98	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 5.92	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 26.99	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 5.56	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 18.88	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	Police Programs	\$ 11.96	Kings Ace Hdwe - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 484.11	Delta Air 0067177121099 - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 30.00	Sinclair Friendly'S - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 96.95	Rimrock Tire - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 1,484.00	Wilbur Ellis Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 840.00	Wilbur Ellis Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 120.00	Wilbur Ellis Billings - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 100.00	Usps Po 2907800103 - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 50.00	Usps Po 2907800103 - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ 13.65	Usps Po 2907800103 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 75.00	American Association Of C - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ (45.00)	American Association Of C - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ (50.00)	American Association Of C - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ (50.00)	American Association Of C - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 475.00	American Association Of C - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 520.00	American Association Of C - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 625.00	Rsr-Steel Targets - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 1,330.00	Iacp - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 75.00	Universal Awards - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 7.50	Universal Awards - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 6.00	Universal Awards - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 45.00	Universal Awards - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 167.04	Border States Electric - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 248.12	Border States Electric - PCard
10/09/2018	ACH	U.S. Bank PCards	EOC 911	\$ 120.00	Border States Electric - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 43.05	Border States Electric - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 43.05	Border States Electric - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 14.27	The Mail Drop - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 52.00	Allens Tool Repair - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 947.75	Grn Magc Arbr Tec - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 80.00	Community Education Nt - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 186.64	Sherwin Williams 703203 - PCard
10/09/2018	ACH	U.S. Bank PCards	Park District 1	\$ 30.93	Sherwin Williams 703203 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 116.35	Sherwin Williams 703203 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 160.61	Sherwin Williams 703203 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 71.94	Sherwin Williams 703203 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 53.78	Sherwin Williams 703203 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 98.71	Sherwin Williams 703203 - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 264.60	Sherwin Williams 703203 - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 1,075.00	Sherwin Williams 703203 - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 973.93	Sherwin Williams 703203 - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 59.22	Sherwin Williams 703203 - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 9.28	Sherwin Williams 703203 - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 36.39	Sherwin Williams 703203 - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 141.85	Sherwin Williams 703203 - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 108.01	The Whitney Hotel - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 280.11	Midwayusa Com - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 62.45	Paypal *Imagingsurp - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 62.45	Paypal *Imagingsurp - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 110.00	Sq *Skyline Service - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 110.00	Sq *Skyline Service - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 30.00	Sq *Skyline Service - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 120.00	Sq *Skyline Service - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 90.00	Sq *Skyline Service - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 736.00	Sq *Rolling Right D - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 900.00	Sq *Billings Area F - PCard
10/09/2018	ACH	U.S. Bank PCards	Parks Maintenance	\$ 208.00	Sq *Rocky Mountain - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 720.00	Paypal *Cbi Mbb - PCard
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 300.00	Sq *Statuary Garden - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 5.40	Paypal *Cableleader - PCard
10/09/2018	ACH	U.S. Bank PCards	Airport	\$ 148.50	Sq *Hotsy Wy-Mont - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 195.00	Paypal *Map - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 137.49	Paypal *Prinesystem - PCard
10/09/2018	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 33.52	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	Parks Maintenance	\$ 54.25	Lowes #00319* - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 24.74	Office Depot #450 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 47.96	Office Depot #450 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 137.99	Office Depot #450 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 260.96	Office Depot #450 - PCard
10/09/2018	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 25.98	Office Depot #450 - PCard
10/09/2018	ACH	U.S. Bank PCards	Parking	\$ 92.24	Office Depot #450 - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 23.34	Office Depot #450 - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 95.95	Office Depot #450 - PCard
10/09/2018	ACH	U.S. Bank PCards	Solid Waste	\$ 65.19	Office Depot #450 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 19.66	Albertsons #1227 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 19.96	Albertsons #1227 - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 8.65	Albertsons #1227 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	ACH	U.S. Bank PCards	Water	\$ 7.00	Pita Pit - 14-025-Mt - PCard
10/09/2018	ACH	U.S. Bank PCards	City County Planning	\$ 40.60	Cenex Zip Trip07082639 - PCard
10/09/2018	ACH	U.S. Bank PCards	Information Resources	\$ 49.84	Exxonmobil 45942711 - PCard
10/09/2018	ACH	U.S. Bank PCards	Information Resources	\$ 70.95	Exxonmobil 45942711 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 16.99	Autozone #3772 - PCard
10/09/2018	ACH	U.S. Bank PCards	Public Safety	\$ 21.98	Albertsons #0630 - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 4.00	Albertsons #0630 - PCard
10/09/2018	ACH	U.S. Bank PCards	CDBG	\$ 6.99	Albertsons #0047 - PCard
10/09/2018	ACH	U.S. Bank PCards	Wastewater	\$ 52.92	0725 Ced - PCard
10/09/2018	ACH	U.S. Bank PCards	Transit	\$ 56.92	Albertsons #0630 - PCard
10/09/2018	ACH	U.S. Bank PCards	General	\$ 69.99	Charter Comm - PCard
10/09/2018	ACH	U.S. Bank PCards	Library	\$ 31.00	Dollar Tree - PCard
10/09/2018	817511	Accent Print Shop Inc	Transit	\$ 3,810.00	Bus & Van Inspection Sheets & Bus Passes for 2019
10/09/2018	817517	American Medical Response	Public Safety	\$ 276.72	FIRE/ALS: LEVOPHED BITARTRATE
10/09/2018	817517	American Medical Response	Public Safety	\$ 318.95	515123 EMS GLOVES, NITRILL, MEDIUM
10/09/2018	817517	American Medical Response	Public Safety	\$ 217.08	775829:ADENOSINE, VL (MCKESSON)
10/09/2018	817517	American Medical Response	Public Safety	\$ 255.84	292129 DEXTROSE, SYR 50% 50ML
10/09/2018	817517	American Medical Response	Public Safety	\$ 492.96	824871 ATROPINE SULFATE
10/09/2018	817517	American Medical Response	Public Safety	\$ 120.60	1075526 CALCIUM GLUCONATE
10/09/2018	817517	American Medical Response	Public Safety	\$ 9.60	555693 ASPIRIN, CHEW 81MG
10/09/2018	817517	American Medical Response	Public Safety	\$ 26.37	FIRE/ALS: NEEDLE 19GX1
10/09/2018	817517	American Medical Response	Public Safety	\$ 83.14	521373 AMIODARONE, VL
10/09/2018	817517	American Medical Response	Public Safety	\$ 43.56	EMS/ALS: NEO-SYNEPHRINE
10/09/2018	817517	American Medical Response	Public Safety	\$ 765.48	515124 EMS GLOVES, NITRILE, LARGE
10/09/2018	817517	American Medical Response	Public Safety	\$ 33.12	779124 IPRATRO BR/ALBUT
10/09/2018	817517	American Medical Response	Public Safety	\$ 765.48	515125 EMS GLOVES, NITRILE, X-LARGE
10/09/2018	817517	American Medical Response	Public Safety	\$ 13.35	570560: ALBUTEROL SULFATE
10/09/2018	817517	American Medical Response	Public Safety	\$ 16.27	721354 NEEDLE, SAFETY 18GX 1'
10/09/2018	817517	American Medical Response	Public Safety	\$ 41.42	911726 NEBULIZER, LF ADULT MASK
10/09/2018	817517	American Medical Response	Public Safety	\$ 170.64	835139 NEEDLE, ARS, CHEST DECOMPRESSION
10/09/2018	817517	American Medical Response	Public Safety	\$ 30.15	911725 NEBULIZER, W/MOUTH PIECE
10/09/2018	817517	American Medical Response	Public Safety	\$ 28.87	721370 SYRINGE/NDL, SAFETY 3CC
10/09/2018	817517	American Medical Response	Public Safety	\$ 67.31	442677 IV ADMIN SET, EMS ULTRASITE
10/09/2018	817517	American Medical Response	Public Safety	\$ 590.52	236038 TUBE, TRACH CUFF SIZE 6
10/09/2018	817517	American Medical Response	Public Safety	\$ 22.73	41877 SCALPEL, PROT SIS (ASPEN SURGICAL)
10/09/2018	817517	American Medical Response	Public Safety	\$ 17.25	43666 SKIN PREP, CHLORAPREP
10/09/2018	817517	American Medical Response	Public Safety	\$ 84.48	807261 LIDOCAINE JELLY
10/09/2018	817517	American Medical Response	Public Safety	\$ 68.76	180938, 3-WAY STOPCOCK (100/BX)
10/09/2018	817517	American Medical Response	Public Safety	\$ 25.59	10310802 SYRINGES: 20CC (100/BX)
10/09/2018	817517	American Medical Response	Public Safety	\$ 16.36	SYRINGES: 1CC (50/BX)
10/09/2018	817517	American Medical Response	Public Safety	\$ 9.73	1031801, SYRINGES: 10CC (100/BX)

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	817517	American Medical Response	Public Safety	\$ 165.72	TRIGGER TUBES
10/09/2018	817517	American Medical Response	Public Safety	\$ 91.92	491014 MONITOR, AIRFLOW, BAAM BECK
10/09/2018	817517	American Medical Response	Public Safety	\$ 77.20	VALVE, PEEP DISP
10/09/2018	817517	American Medical Response	Public Safety	\$ 11.93	164764 TWILL TAPE
10/09/2018	817517	American Medical Response	Public Safety	\$ 1,008.24	ALS PACK, YLW 13"X9"X3-1/2"
10/09/2018	817517	American Medical Response	Public Safety	\$ 71.40	ETCO2 NASAL CANNULA
10/09/2018	817517	American Medical Response	Public Safety	\$ 213.57	209165 DOPAMINE HCL, SOL IV
10/09/2018	817517	American Medical Response	Public Safety	\$ 22.20	679301 ONDANSETRON, SDV 4MG
10/09/2018	817517	American Medical Response	Public Safety	\$ 212.91	310000 SOLU-MEDROL, VL
10/09/2018	817517	American Medical Response	Public Safety	\$ 263.76	840471 SODIUM BICARB SYR
10/09/2018	817517	American Medical Response	Public Safety	\$ 182.42	962487 THIAMINE HCL
10/09/2018	817517	American Medical Response	Public Safety	\$ 1,306.00	806072 NALOXONE SYR 1MG/ML
10/09/2018	817517	American Medical Response	Public Safety	\$ 274.74	1087051 NITROGLYCERIN, TAB 0.4MG
10/09/2018	817517	American Medical Response	Public Safety	\$ 80.76	1100736 MAGNESIUM SULFATE
10/09/2018	817517	American Medical Response	Public Safety	\$ 3,723.12	735798 GLUCAGEN HYPOKIT 1MG
10/09/2018	817517	American Medical Response	Public Safety	\$ 153.12	801633 HALOPERIDOL LACTATE VL
10/09/2018	817517	American Medical Response	Public Safety	\$ 76.08	387413 LIDOCAINE HCL
10/09/2018	817517	American Medical Response	Public Safety	\$ 629.16	286280 EPHINEPHRINE, ABJT
10/09/2018	817517	American Medical Response	Public Safety	\$ 114.10	1029033 FUROSEMIDE, SDV
10/09/2018	817517	American Medical Response	Public Safety	\$ 31.03	246042 DIPHENHYDRAMINE
10/09/2018	817517	American Medical Response	Public Safety	\$ 288.45	980198 EPINEPHRINE AMP PF
10/09/2018	817525	Beartooth Fire Protection	Public Safety	\$ 5,360.00	PANT: LION V-FORCE PANT W/BELT - QUOTE
10/09/2018	817525	Beartooth Fire Protection	Public Safety	\$ 6,725.00	COAT: LION V-FORCE BI-SWING COAT QUOTE
10/09/2018	817530	Billings Community Cable	General	\$ 45,000.00	Quarterly Disbursement 10-1-2018
10/09/2018	817532	Billings Depot Inc	P.W. Admin	\$ 3,000.00	Boiler replacement and labor
10/09/2018	817532	Billings Depot Inc	Engineering	\$ 4,500.00	Boiler replacement and labor
10/09/2018	817538	Broadway Property Mngt	Police Programs	\$ 2,508.00	Rent and Utilities for October, 2018.
10/09/2018	817542	Business Tax Section	Airport	\$ 594.36	Retainage Release
10/09/2018	817542	Business Tax Section	CDBG	\$ 47.03	Retainage release 30 S Plainview Foreclosure
10/09/2018	817542	Business Tax Section	Water	\$ 124.00	WATER MAIN REHAB AT BEVERLY HILLS BLVD
10/09/2018	817542	Business Tax Section	CDBG	\$ 0.47	FORECLOSURE ACQUISITION / REHAB PROGRAM
10/09/2018	817542	Business Tax Section	Park District 1	\$ 175.74	netting at batting cages in Stewart Park
10/09/2018	817542	Business Tax Section	Tax Increment South	\$ 68.85	construction of Optimist parking lot
10/09/2018	817542	Business Tax Section	Airport	\$ 1,627.82	Operation Building Ramp - Federal Share
10/09/2018	817542	Business Tax Section	Airport	\$ 303.88	AIP-55 Retainage Release Final
10/09/2018	817542	Business Tax Section	Airport	\$ 78.28	AIP-55 Runway 10R/28L Shift - Federal Share
10/09/2018	817542	Business Tax Section	Airport	\$ 180.87	Operation Building Ramp- Local Share
10/09/2018	817542	Business Tax Section	Tax Increment South	\$ -	Change order #1 optimist business tax
10/09/2018	817542	Business Tax Section	Gas Tax	\$ 432.15	WO 18-02 Misc Developer
10/09/2018	817542	Business Tax Section	Airport	\$ 28.41	Retainage Release
10/09/2018	817542	Business Tax Section	Airport	\$ 111.33	Airline Support Facility Access Road

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	817542	Business Tax Section	Arterial Streets	\$ 4,266.58	WO 18-03 2018 Street Maint Contract #2 Overlay
10/09/2018	817542	Business Tax Section	Airport	\$ 8.70	AIP-55 Runway 10R/28L Shift - Local Share
10/09/2018	817542	Business Tax Section	Wastewater	\$ 20,151.34	Water Reclamation Facility Nutrient Upgrade
10/09/2018	817542	Business Tax Section	Wastewater	\$ 5,493.98	2018 Water & Sewer Replacement
10/09/2018	817542	Business Tax Section	Sidewalk Construction	\$ 457.20	Misc Developer
10/09/2018	817542	Business Tax Section	Gas Tax	\$ 5,811.37	2018 Street Maint Contract #2 Overlay
10/09/2018	817542	Business Tax Section	Gas Tax	\$ 455.17	2018 Street Maint Program Contract #3 Chip Seal
10/09/2018	817542	Business Tax Section	Gas Tax	\$ 99.76	2018 Street Maintenance Program #1 Crack Seal
10/09/2018	817542	Business Tax Section	Tax Increment South	\$ -	Change order #2 to increase tax
10/09/2018	817542	Business Tax Section	Tax Increment South	\$ 170.27	Retainage release on Optimist CMG tax
10/09/2018	817544	Campbell	Police Programs	\$ 2,548.54	Travel Reimbursement
10/09/2018	817545	CDW Government Inc	Water	\$ 7,761.00	CONTROL SYSTEM NETWORK SWITCH UPGRADE
10/09/2018	817546	Century Link	Airport	\$ 38.80	406-245-1044 Airport Terminal Power M
10/09/2018	817546	Century Link	Airport	\$ 98.34	406-252-9412 Airport
10/09/2018	817546	Century Link	Telephone System	\$ 79.88	406-248-3329 Airport Measured Lines 406-248-9989
10/09/2018	817546	Century Link	General	\$ 42.85	406-652-8403 Stewart Park Batting Cages
10/09/2018	817546	Century Link	Telephone System	\$ 87.27	406-248-9124 Met Measured Lines 406-248-9179
10/09/2018	817546	Century Link	Street/Traffic Oper	\$ 39.90	406-652-8104 PW Traffic Signal 24 Central
10/09/2018	817546	Century Link	Public Safety	\$ 38.88	406-245-6600 Crime Prevention Alarm
10/09/2018	817546	Century Link	General	\$ 38.80	406-657-3014 Parks 3890 Stillwater
10/09/2018	817546	Century Link	Telephone System	\$ 60.36	Library 6 lines
10/09/2018	817546	Century Link	Parking	\$ 38.80	406-657-3054 Park 1 Elevator Phone
10/09/2018	817546	Century Link	Library	\$ 181.09	Library 6 lines
10/09/2018	817546	Century Link	Telephone System	\$ 123.66	406-657-3009 PUD Measured Lines 406-247-8579
10/09/2018	817546	Century Link	Solid Waste	\$ 117.15	406-245-9820 Solid Waste Landfill
10/09/2018	817546	Century Link	General	\$ 49.17	406-652-0269 Cemetery FAX Line
10/09/2018	817546	Century Link	Street/Traffic Oper	\$ 38.80	406-245-9906 PW Traffic Signal 4th 27
10/09/2018	817546	Century Link	General	\$ 53.99	406-652-5507 Parks
10/09/2018	817546	Century Link	Public Safety	\$ 39.90	406-245-1743 Fire Elevator
10/09/2018	817546	Century Link	Information Resources	\$ 39.46	406-245-4437 Kenco Security Alarm IT Alarm
10/09/2018	817546	Century Link	Telephone System	\$ 84.86	406-252-3774 BOC Measured Lines 406-252-3789
10/09/2018	817546	Century Link	Solid Waste	\$ 63.43	406-245-7193 Solid Waste Landfill
10/09/2018	817546	Century Link	Transit	\$ 50.57	406-254-7038 MET Transit
10/09/2018	817546	Century Link	EOC 911	\$ 0.25	406-255-9702 E911 Backup Line 4 Call Reroute
10/09/2018	817546	Century Link	EOC 911	\$ 7,308.43	406-255-9700 E911
10/09/2018	817546	Century Link	Public Safety	\$ 49.17	406-655-0728 Fire Maintenance Shop
10/09/2018	817552	CMG Construction	Tax Increment South	\$ -	Change order #1 increase
10/09/2018	817552	CMG Construction	Tax Increment South	\$ -	Change order #2 to increase PO
10/09/2018	817552	CMG Construction	Tax Increment South	\$ 16,855.78	Retainage release
10/09/2018	817552	CMG Construction	Park District 1	\$ 350.00	Landscaping at Optimist
10/09/2018	817552	CMG Construction	Tax Increment South	\$ 6,816.18	Optimist Park-Northern parking lot project

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	817553	Community Solutions	Municipal Court Grants	\$ 1,080.00	Sept. 18 EtG DUI
10/09/2018	817553	Community Solutions	Municipal Court Grants	\$ 500.00	CSI Sept. 18 Field Contacts Co-Occurring
10/09/2018	817553	Community Solutions	Municipal Court Grants	\$ 500.00	CSI Sept. Field Contacts DUI
10/09/2018	817553	Community Solutions	Municipal Court Grants	\$ 1,080.00	CSI Sept. 18 EtG
10/09/2018	817556	Co Water- Billings Heights	General	\$ 254.70	Water charges for Cleavenger #01019
10/09/2018	817556	Co Water- Billings Heights	General	\$ 780.23	Water charges for Arrowhead #13138
10/09/2018	817556	Co Water- Billings Heights	General	\$ 2,532.28	Water charges for Primrose #06100
10/09/2018	817556	Co Water- Billings Heights	Parks Maintenance	\$ 773.41	Water charges for Luthern #10112
10/09/2018	817556	Co Water- Billings Heights	Parks Maintenance	\$ 2,006.93	Water charges for Twin Oaks #17196
10/09/2018	817556	Co Water- Billings Heights	Parks Maintenance	\$ 1,650.46	Water charges for Walden Grove #30388
10/09/2018	817556	Co Water- Billings Heights	Public Safety	\$ 779.51	SPRING/SUMMER: ESTIMATED CHARGES
10/09/2018	817556	Co Water- Billings Heights	General	\$ 18.85	Water charges for Arrowhead #13137
10/09/2018	817556	Co Water- Billings Heights	Parks Maintenance	\$ 1,127.23	Water charges for Uinta #17140
10/09/2018	817556	Co Water- Billings Heights	General	\$ 1,626.62	Water charges for Hawthorne #08163
10/09/2018	817556	Co Water- Billings Heights	Parks Maintenance	\$ 755.28	Water charges for France's #16219
10/09/2018	817556	Co Water- Billings Heights	Parks Maintenance	\$ 307.69	Water charges for Rolling Hills #09174
10/09/2018	817562	Dale & Jax Door & Glass	Facilities Mngmt	\$ 3,420.00	Inv. #20503
10/09/2018	817575	Empire Garage Owner's	Parking	\$ 7,837.42	9182018- City of Billings September Assessment
10/09/2018	817576	Energy Laboratories Inc	Water	\$ 70.00	167933; METALS PARAMETER TESTING- WTP
10/09/2018	817576	Energy Laboratories Inc	Wastewater	\$ 175.00	184260; MT0022586- PARAMETER ANALYSIS- WRF
10/09/2018	817576	Energy Laboratories Inc	Water	\$ 2,230.00	184883; BBWA WASTE, MULTIPLE TESTS- WTP
10/09/2018	817576	Energy Laboratories Inc	Wastewater	\$ 90.00	SECONDARY & PARAMETER TESTS- WRF
10/09/2018	817576	Energy Laboratories Inc	Wastewater	\$ 590.00	INFLUENT & EFFLUENT TESTING- WRF
10/09/2018	817580	Escosupply	Street/Traffic Oper	\$ 2,240.40	plow cutting edges
10/09/2018	817580	Escosupply	Street/Traffic Oper	\$ 1,648.20	bolts for plows, cutting edges for henke plows
10/09/2018	817585	Fischer Commercial Flooring	Public Safety	\$ 2,966.09	VINYL FLOORING: SPINI/TATUM'S NEW OFFICES
10/09/2018	817586	Fisher Nets Inc	Parks Programs	\$ 6,750.00	Replacement netting for batting cages
10/09/2018	817586	Fisher Nets Inc	Park District 1	\$ 1,949.13	Replacement netting for batting cages
10/09/2018	817591	Gale Group The	Library	\$ 87.73	Invoice 64985381
10/09/2018	817591	Gale Group The	Library	\$ 77.57	155679
10/09/2018	817591	Gale Group The	Library	\$ 4,050.00	65074363
10/09/2018	817591	Gale Group The	Library	\$ 20.24	65019368
10/09/2018	817594	General Contractors Const	Airport	\$ 2,811.96	Retainage Release
10/09/2018	817594	General Contractors Const	Airport	\$ 58,838.82	Retainage Release
10/09/2018	817595	Gillig Corporation	Transit	\$ 1,181.07	40500239 PO NUM 306863
10/09/2018	817595	Gillig Corporation	Transit	\$ 812.50	40497789
10/09/2018	817595	Gillig Corporation	Transit	\$ 987.50	40501310 PO NUM 306863
10/09/2018	817597	Granite Peak Pump Service	General	\$ 362.38	Pump repairs for South Park #18199
10/09/2018	817597	Granite Peak Pump Service	General	\$ 420.52	Pump repairs for Rose and Pioneer #18203
10/09/2018	817597	Granite Peak Pump Service	General	\$ 1,825.88	Pump repairs for Optimist and Castle Rock #18201
10/09/2018	817598	Great West Engineering	Solid Waste	\$ 2,511.50	Miscellaneous engineering Services for the Landfill

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	817602	Hardrive Const & Bank Red Lodge	Gas Tax	\$ 45,062.05	2018 Street Maint Program Contract #3 Chip Seal
10/09/2018	817603	HDR, Inc.	Wastewater	\$ 274,386.57	WWTP Nutrient Upgrade Expansion & Improvements
10/09/2018	817603	HDR, Inc.	Water	\$ 2,746.13	DITCH SYSTEMS AND DRAFT
10/09/2018	817603	HDR, Inc.	Water	\$ 2,254.05	GRAVEL SITES PLANNED FOR PURCHASE
10/09/2018	817607	Hydrotech	Water	\$ 12,276.00	TEMPORARY WATER FOR WATER MAIN REHAB
10/09/2018	817609	InfoSend Inc	Water	\$ 7,506.45	MONTHLY STATEMENT PRINTING & MAILING FEES
10/09/2018	817609	InfoSend Inc	Water	\$ 1,876.61	MONTHLY STATEMENT PRINTING & MAILING FEES
10/09/2018	817609	InfoSend Inc	Wastewater	\$ 5,004.29	MONTHLY STATEMENT PRINTING & MAILING FEES
10/09/2018	817609	InfoSend Inc	Wastewater	\$ 1,251.08	MONTHLY STATEMENT PRINTING & MAILING FEES
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 10.19	36426761
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 37.46	36426762
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 22.40	364268763
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 7.79	36426764
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 20.65	36475271
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 17.10	36475272
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 14.72	36475274
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 62.64	36475273
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 6.59	36475273
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 33.11	36475275
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 183.17	36475276
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 540.40	36475276
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 9.58	36475276
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 76.28	36475276
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 47.74	36486065
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 29.71	36486065
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 16.55	36483066
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 21.99	36483067
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 36.53	36483067
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 88.87	36483067
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 5.99	36483067
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 38.98	36483068
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 72.11	36483068
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 51.44	36483068
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 35.93	36483069
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 24.20	36488476
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 15.92	36585468
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 222.76	36585470
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 16.52	36585469
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 10.20	36585469
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 15.34	36585472
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 16.51	36585472

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 21.81	36585472
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 4.79	36585471
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 25.56	36585471
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 108.54	36585473
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 35.92	36585474
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 10.19	36585474
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 35.99	36585477
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 16.51	36585476
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 71.03	36585475
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 47.18	36585475
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 71.47	36585478
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 205.33	36585478
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 186.18	36585478
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 233.74	36585478
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 60.34	36585478
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 635.28	36585478
10/09/2018	817610	Ingram Library Services Inc.	Library	\$ 35.99	36585478
10/09/2018	817612	Insight Public Sector	Public Safety	\$ 120.00	Qty.2 CF-33 Panasonic Toughbook power adapter
10/09/2018	817612	Insight Public Sector	Capital Replacement	\$ 239,760.00	Qty.76 CF-33 Toughbooks
10/09/2018	817612	Insight Public Sector	Capital Replacement	\$ 43,900.00	Service package extended service-rotation strap
10/09/2018	817613	Intermountain Traffic, LLC	Arterial Streets	\$ 66,380.00	WO 19-99 2019 Signal Upgrade
10/09/2018	817615	J & J Concrete Inc.	Sidewalk Construction	\$ 45,262.25	WO 18-02 Misc Developer
10/09/2018	817615	J & J Concrete Inc.	Gas Tax	\$ 42,782.79	WO 18-02 Misc Developer
10/09/2018	817616	Jacks Heavy Equipment Inc	Solid Waste	\$ 491,296.00	2-New tandem tilt cab side load garbage trucks
10/09/2018	817629	Kittelson & Associates Inc	City County Planning	\$ 20,933.53	2018 Billings Urban Area LRTP & PPP
10/09/2018	817629	Kittelson & Associates Inc	Gas Tax	\$ 31,327.92	WO 18-09 Downtown Traffic Study
10/09/2018	817630	Knife River	Airport	\$ 861.04	Runway 10R/28L Shift - Local Share
10/09/2018	817630	Knife River	Airport	\$ 17,906.02	Operations Building Ramp - Local Share
10/09/2018	817630	Knife River	Airport	\$ 11,021.67	Airline Support Facility Access Road
10/09/2018	817630	Knife River	Airport	\$ 30,084.57	AIP-55 Retainage Release
10/09/2018	817630	Knife River	Airport	\$ 161,154.23	Operations Building Ramp - Federal Share
10/09/2018	817630	Knife River	Airport	\$ 7,749.35	Runway 10R/28L Shift - Federal Share
10/09/2018	817630	Knife River	Street/Traffic Oper	\$ 108.90	asphalt
10/09/2018	817630	Knife River	Street/Traffic Oper	\$ 1,611.50	asphalt
10/09/2018	817630	Knife River	Street/Traffic Oper	\$ 56.68	1 1/2" crushed base
10/09/2018	817630	Knife River	Street/Traffic Oper	\$ 269.53	1 1/2" crushed base
10/09/2018	817630	Knife River	Street/Traffic Oper	\$ 80.84	1 1/2" crushed base
10/09/2018	817630	Knife River	Street/Traffic Oper	\$ 3,248.05	asphalt
10/09/2018	817636	Liquid Engineering Corp	Water	\$ 730.00	CLEANING, INSPECTION AT WALDO WET WELL
10/09/2018	817636	Liquid Engineering Corp	Water	\$ 730.00	16219; INSPECTION AT IRONWOOD
10/09/2018	817636	Liquid Engineering Corp	Water	\$ 1,277.50	16220; INSPECTION AT STAPLES #6

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	817636	Liquid Engineering Corp	Water	\$ 1,095.00	16230; PAX INSTALL CHAPEL #3
10/09/2018	817646	Maverick Mngt Solutions	Water	\$ 6,619.00	Mumford Investigation
10/09/2018	817654	Montana Dakota Utilities	Fleet	\$ 7,166.16	101218 PO NUM 306860
10/09/2018	817659	Morrison Maierle Inc	Airport	\$ 10,956.63	ARFF Ramp Rehab & Water/Sewer Design
10/09/2018	817659	Morrison Maierle Inc	Airport	\$ 4,595.62	ARFF Ramp Rehab & Water/Sewer
10/09/2018	817659	Morrison Maierle Inc	Airport	\$ 1,217.40	ARFF Ramp Rehab & Water/Sewer Design
10/09/2018	817659	Morrison Maierle Inc	Wastewater	\$ 60,841.20	2018 Water & Sewer Replacement Sch 3
10/09/2018	817659	Morrison Maierle Inc	Wastewater	\$ 84,109.39	2018 Water & Sewer Sch 2 Sanitary Sewer
10/09/2018	817659	Morrison Maierle Inc	Airport	\$ 744.22	Water/Sewer Line
10/09/2018	817659	Morrison Maierle Inc	Airport	\$ 82.69	Water/Sewer Line
10/09/2018	817659	Morrison Maierle Inc	Airport	\$ 197.13	Water/Sewer Line
10/09/2018	817659	Morrison Maierle Inc	Airport	\$ 510.63	ARFF Ramp Rehab & Water/Sewer Line
10/09/2018	817659	Morrison Maierle Inc	Airport	\$ 1,774.14	Water/Sewer Line
10/09/2018	817663	MT Waterworks	Water	\$ 119.25	1" COPPER FLARE RING P/N: 4755GSKT1
10/09/2018	817663	MT Waterworks	Water	\$ 3,745.00	DISCHARGE VALVE ACTUATOR REPLACEMENT
10/09/2018	817663	MT Waterworks	Water	\$ 911.20	27332; PBD 021, FITTINGS FOR PIPE BURSTING
10/09/2018	817663	MT Waterworks	Water	\$ 497.28	27333; FITTINGS FOR WATER SERVICE REPAIRS
10/09/2018	817663	MT Waterworks	Water	\$ 84.25	3/4" COPPER FLARE RING P/N: 4755GSKT34
10/09/2018	817666	NorMont Equipment Co	Water	\$ 6,975.00	TELESCOPING AUTO CRANE
10/09/2018	817666	NorMont Equipment Co	Street/Traffic Oper	\$ 615.97	sign attachment bolts/rivets
10/09/2018	817666	NorMont Equipment Co	Street/Traffic Oper	\$ 1,732.50	emulsion for the roadpatcher
10/09/2018	817666	NorMont Equipment Co	Street/Traffic Oper	\$ 4,701.00	telspar poles for signs
10/09/2018	817668	NorthWestern Energy	General	\$ 1,304.81	Monthly electrical charges for office
10/09/2018	817668	NorthWestern Energy	Public Safety	\$ 3,056.34	STATION #1 - MONTHLY ELECTRICAL CHARGES
10/09/2018	817668	NorthWestern Energy	Public Safety	\$ 365.99	FIRE 6 - MONTHLY ELECTRICAL CHARGES
10/09/2018	817668	NorthWestern Energy	Water	\$ 2,112.08	0100478-7
10/09/2018	817668	NorthWestern Energy	Water	\$ 368.81	1920951-9 OCT 2018
10/09/2018	817668	NorthWestern Energy	Library	\$ 8,325.48	Account 3039007-4 Electric usage 9/21/18
10/09/2018	817668	NorthWestern Energy	CDBG	\$ 10.24	Acct 3581170-2; Billings date 9/26/18 215 19th St W.
10/09/2018	817668	NorthWestern Energy	General	\$ 53.28	0712539-6
10/09/2018	817668	NorthWestern Energy	General	\$ 8.64	0920801-8
10/09/2018	817668	NorthWestern Energy	General	\$ 223.59	1141284-8
10/09/2018	817668	NorthWestern Energy	Radio	\$ 166.98	1006915-1
10/09/2018	817668	NorthWestern Energy	General	\$ 5.85	1230066-1
10/09/2018	817668	NorthWestern Energy	General	\$ 1,100.24	1160780-1
10/09/2018	817668	NorthWestern Energy	Street/Traffic Oper	\$ 7.30	2047011-8
10/09/2018	817668	NorthWestern Energy	Street/Traffic Oper	\$ 7.30	2047000-1
10/09/2018	817668	NorthWestern Energy	General	\$ -	1635289-0
10/09/2018	817668	NorthWestern Energy	General	\$ 15.38	3020837-5
10/09/2018	817668	NorthWestern Energy	Wastewater	\$ 2,076.80	2132749-9
10/09/2018	817672	PayneWest Insurance	Water	\$ 3,600.00	2018 Water & Sewer - North 27th Water Main

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	817679	Polydyne Inc	Wastewater	\$ 2,875.00	1280157; CLARIFLOC CHEMICAL FOR WRF
10/09/2018	817681	Public Utilities	Airport	\$ 66.06	250828-Alpine Air-Maintenance
10/09/2018	817681	Public Utilities	General	\$ 92.24	255552
10/09/2018	817681	Public Utilities	Airport	\$ 40.75	250830-Hilsendeger Bldg
10/09/2018	817681	Public Utilities	Airport	\$ 92.24	250831-Zone Dispatch-IP6 & IP7
10/09/2018	817681	Public Utilities	Airport	\$ 86.09	250842-Executive Hangars
10/09/2018	817681	Public Utilities	Airport	\$ 82.22	250836-West End T-Hangars
10/09/2018	817681	Public Utilities	Airport	\$ 112.02	250840-Edwards Jet Center West
10/09/2018	817681	Public Utilities	Airport	\$ 45.96	250832-Corp Air/Alpine
10/09/2018	817681	Public Utilities	Airport	\$ 276.08	250834-QTA
10/09/2018	817681	Public Utilities	Airport	\$ 139.55	250843-Airfield Maintenance Compactor
10/09/2018	817681	Public Utilities	Airport	\$ 6.15	250842-Executive Hangars USDA APHIS
10/09/2018	817681	Public Utilities	Airport	\$ 111.64	250845-Airfield Maintenance
10/09/2018	817681	Public Utilities	Airport	\$ 143.32	250847-UPS Gate 21
10/09/2018	817681	Public Utilities	Airport	\$ 55.93	250855-Marchi Office
10/09/2018	817681	Public Utilities	Airport	\$ 92.24	250857-MT State Lands DEQ/DNRC
10/09/2018	817681	Public Utilities	Airport	\$ 112.02	250854-Marchi Hangar
10/09/2018	817681	Public Utilities	Airport	\$ 131.68	250851-Edwards Jet Center 1691 Aviation Place
10/09/2018	817681	Public Utilities	Airport	\$ 65.84	250853-Aerotronics
10/09/2018	817681	Public Utilities	Airport	\$ 112.02	250850-US Postal Service Gate 15
10/09/2018	817681	Public Utilities	Airport	\$ 92.24	250849-Rocky Mountain College-EJC
10/09/2018	817681	Public Utilities	Airport	\$ 91.92	250848-Edwards Jet Center 1871 Aviation Place
10/09/2018	817681	Public Utilities	Airport	\$ 872.40	251009-Terminal Compactor
10/09/2018	817681	Public Utilities	Airport	\$ 45.96	250859-TSA
10/09/2018	817681	Public Utilities	Airport	\$ 92.24	250858-Billings Fire Center-BLM
10/09/2018	817687	Riverside Contracting	Arterial Streets	\$ 422,390.28	WO 18-03 2018 Street Maint Contract #2 Overlay
10/09/2018	817687	Riverside Contracting	Gas Tax	\$ 575,326.03	WO 18-03 2018 Street Maint Contract #2 Overlay
10/09/2018	817689	Rocky Mt Oilfield Warehouse	Public Safety	\$ 363.00	T02-00071-AAAD FIXED BLACK CNTRL HEAD
10/09/2018	817689	Rocky Mt Oilfield Warehouse	Public Safety	\$ 31.50	T02-00026-2001 MOUNTING KIT
10/09/2018	817689	Rocky Mt Oilfield Warehouse	Public Safety	\$ 100.50	T02-00026-1004 CABLE INSTALL KIT FOR M-UHF
10/09/2018	817689	Rocky Mt Oilfield Warehouse	Public Safety	\$ 120.00	T02-00005-AAAC STANDARD MIC
10/09/2018	817689	Rocky Mt Oilfield Warehouse	Public Safety	\$ 397.50	TMAS050 SFE-P25 CAI
10/09/2018	817689	Rocky Mt Oilfield Warehouse	Public Safety	\$ 1,050.00	TMAS055 SRE-P25 TRUNKING PHASE 1
10/09/2018	817689	Rocky Mt Oilfield Warehouse	Public Safety	\$ -	TMAS109 SFE SINGLE KEY ENCRYPTION
10/09/2018	817689	Rocky Mt Oilfield Warehouse	Public Safety	\$ 1,575.00	MOBILE MHZ, M-UHF RADIO
10/09/2018	817691	Rosemount Inc	Wastewater	\$ 3,036.89	SECONDARY DIGESTER LEVEL TRANSMITTER
10/09/2018	817693	Sanderson Stewart	Tax Increment East	\$ 27,657.04	WO 18-06 EBURD N 10TH ST to N 13TH St
10/09/2018	817695	Securitas Security Services	Parking	\$ 1,088.33	W6154851- Security for P1, P2 and P3 for July2018
10/09/2018	817695	Securitas Security Services	Parking	\$ 1,088.33	W6154851- Security for P1, P2 and P3 for July2018
10/09/2018	817695	Securitas Security Services	Parking	\$ 1,088.34	W6154851- Security for P1, P2 and P3 for July2018
10/09/2018	817695	Securitas Security Services	Parking	\$ 1,088.33	SECURITY FOR P1,P2,& P3 FOR AUGUST2018

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	817695	Securitas Security Services	Parking	\$ 1,088.33	SECURITY FOR P1,P2,& P3 FOR AUGUST2018
10/09/2018	817695	Securitas Security Services	Parking	\$ 1,088.34	SECURITY FOR P1,P2,& P3 FOR AUGUST2018
10/09/2018	817696	Selbys	City County Planning	\$ 3,850.00	Inv 9002349-000
10/09/2018	817696	Selbys	City County Planning	\$ 4,587.07	Inv 9002349-000
10/09/2018	817696	Selbys	Water	\$ 826.80	B-5988226-000; MAGNETIC LOCATORS
10/09/2018	817696	Selbys	Wastewater	\$ 551.20	B-5988226-000; MAGNETIC LOCATORS
10/09/2018	817703	Sletten Construction Co	Wastewater	\$ 1,994,982.46	Water Reclamation Facility Nutrient Upgrade
10/09/2018	817705	Solid Waste Systems Inc	Solid Waste	\$ 34.57	107820
10/09/2018	817705	Solid Waste Systems Inc	Solid Waste	\$ 343.83	107940
10/09/2018	817705	Solid Waste Systems Inc	Solid Waste	\$ 460.69	107830
10/09/2018	817705	Solid Waste Systems Inc	Solid Waste	\$ 2,641.01	107694
10/09/2018	817705	Solid Waste Systems Inc	Solid Waste	\$ 384.16	107943
10/09/2018	817705	Solid Waste Systems Inc	Solid Waste	\$ 47.98	107943
10/09/2018	817705	Solid Waste Systems Inc	Solid Waste	\$ 252.99	107820
10/09/2018	817707	Square One Cabinets	Building Inspection	\$ 11,979.00	PO # 18-000495
10/09/2018	817708	St Vincent Occupational Health	General	\$ 1,780.00	Drug Testing, DOT Physicals, Hep B, Nurse Visit
10/09/2018	817708	St Vincent Occupational Health	General	\$ 50.00	Drug Testing, DOT Physicals, Hep B, Nurse Visit
10/09/2018	817708	St Vincent Occupational Health	Public Safety	\$ 430.00	Drug Testing, DOT Physicals, Hep B, Nurse Visit
10/09/2018	817708	St Vincent Occupational Health	Public Safety	\$ 425.00	Drug Testing, DOT Physicals, Hep B, Nurse Visit
10/09/2018	817708	St Vincent Occupational Health	Public Safety	\$ 20.00	Drug Testing, DOT Physicals, Hep B, Nurse Visit
10/09/2018	817708	St Vincent Occupational Health	Public Safety	\$ 347.75	Drug Testing, DOT Physicals, Hep B, Nurse Visit
10/09/2018	817708	St Vincent Occupational Health	Water	\$ 88.00	Drug Testing, DOT Physicals, Hep B, Nurse Visit
10/09/2018	817708	St Vincent Occupational Health	Water	\$ 144.00	Drug Testing, DOT Physicals, Hep B, Nurse Visit
10/09/2018	817708	St Vincent Occupational Health	Wastewater	\$ 45.00	Drug Testing, DOT Physicals, Hep B, Nurse Visit
10/09/2018	817708	St Vincent Occupational Health	Wastewater	\$ 96.00	Drug Testing, DOT Physicals, Hep B, Nurse Visit
10/09/2018	817708	St Vincent Occupational Health	Wastewater	\$ 40.00	Drug Testing, DOT Physicals, Hep B, Nurse Visit
10/09/2018	817708	St Vincent Occupational Health	Solid Waste	\$ 190.00	Drug Testing, DOT Physicals, Hep B, Nurse Visit
10/09/2018	817708	St Vincent Occupational Health	Airport	\$ 335.00	Drug Testing, DOT Physicals, Hep B, Nurse Visit
10/09/2018	817708	St Vincent Occupational Health	Airport	\$ 190.00	Drug Testing, DOT Physicals, Hep B, Nurse Visit
10/09/2018	817708	St Vincent Occupational Health	Transit	\$ 335.00	Drug Testing, DOT Physicals, Hep B, Nurse Visit
10/09/2018	817708	St Vincent Occupational Health	City Health Ins Fund	\$ 630.00	Drug Testing, DOT Physicals, Hep B, Nurse Visit
10/09/2018	817712	Sundown Security	Airport	\$ 3,104.71	Skycap Services 9/14-9/20/18
10/09/2018	817712	Sundown Security	General	\$ 188.66	Deposit deliveries
10/09/2018	817712	Sundown Security	Water	\$ 131.20	Deposit deliveries
10/09/2018	817712	Sundown Security	Wastewater	\$ 87.47	Deposit deliveries
10/09/2018	817712	Sundown Security	P.W. Admin	\$ 21.82	Deposit deliveries
10/09/2018	817712	Sundown Security	Engineering	\$ 196.35	Deposit deliveries
10/09/2018	817712	Sundown Security	General	\$ 188.66	Deposit deliveries
10/09/2018	817712	Sundown Security	Water	\$ 131.20	Deposit deliveries
10/09/2018	817712	Sundown Security	Wastewater	\$ 87.47	Deposit deliveries
10/09/2018	817712	Sundown Security	P.W. Admin	\$ 21.82	Deposit deliveries

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/09/2018	817712	Sundown Security	Engineering	\$ 196.35	Deposit deliveries
10/09/2018	817712	Sundown Security	General	\$ 363.00	mail box deliveries - 1819, 1178, & 30958
10/09/2018	817712	Sundown Security	General	\$ 363.00	mail box deliveries - 1819, 1178, & 30958
10/09/2018	817714	TargetSolutions Learning	Public Safety	\$ 200.00	TARGET SOLUTIONS CHECK IT 2018/19: VEHICLES
10/09/2018	817714	TargetSolutions Learning	Public Safety	\$ (230.00)	DISCOUNT APPLIED: \$3,000+ VOLUME (5%)
10/09/2018	817714	TargetSolutions Learning	Public Safety	\$ (460.00)	DISCOUNT APPLIED: QTR 3 PROMOTION (10%)
10/09/2018	817714	TargetSolutions Learning	Public Safety	\$ 4,400.00	TARGET SOLUTIONS CECK IT 2018/19: APPARATUS
10/09/2018	817725	Toledo Ticket Company	Parking	\$ 1,728.85	196035- Garage spitter tickets, 80 rolls, POD500 stock
10/09/2018	817725	Toledo Ticket Company	Parking	\$ 1,728.84	196035- Garage spitter tickets, 80 rolls, POD500 stock
10/09/2018	817726	Town & Country Supply	Fleet	\$ 26,150.00	310906 PO NUM 306897
10/09/2018	817726	Town & Country Supply	Fleet	\$ 18,031.22	311628 PO NUM 306850
10/09/2018	817726	Town & Country Supply	Fleet	\$ 9,037.60	311855 PO NUM 306888
10/09/2018	817726	Town & Country Supply	Transit	\$ 5,247.82	312191 PO NUM 306885
10/09/2018	817726	Town & Country Supply	Airport	\$ 21,885.24	Invoice #311640. QTA Car Rental Fuel
10/09/2018	817726	Town & Country Supply	Fleet	\$ 3,836.25	311929 PO NUM 306888
10/09/2018	817726	Town & Country Supply	Transit	\$ 15,408.43	312237 PO NUM 306885
10/09/2018	817728	Tractor & Equipment Co.	Solid Waste	\$ 1,102.26	Filters for Landfill Equipment BLCS0688437
10/09/2018	817728	Tractor & Equipment Co.	Solid Waste	\$ 1,480.76	ROLLERS FOR UNIT 0257
10/09/2018	817729	Tru Pipe, Inc	Storm Sewer	\$ 2,775.00	WO 18-30 City County Drain Flood Mitigation
10/09/2018	817730	Twin Eagle Consulting	Water	\$ 4,635.86	REPLACEMENT RADIOS FOR FIELD STATIONS
10/09/2018	817731	Tyler Technologies Inc	Police Programs	\$ 11,000.00	Brazos software setup and configuration,
10/09/2018	817733	Van Arsdale Construction	CDBG	\$ 4,655.87	Retainage Release 30 S Plainview Street, Foreclosure
10/09/2018	817733	Van Arsdale Construction	CDBG	\$ 46.53	FORECLOSURE ACQUISITION / REHAB PROGRAM
10/09/2018	817739	Western Municipal Const	Wastewater	\$ 543,904.04	WO 18-01 2018 Water & Sewer Replacement Sch2
10/09/2018	817740	Wharton Asphalt LLC	Gas Tax	\$ 9,876.23	2018 Street Maintenance Program #1 Crack Seal
10/09/2018	817744	Yellowstone Valley Animal Shelter	Public Safety	\$ 22,855.58	contract 8-22-18\9-21-18
10/09/2018	817745	Yellowstone Valley Elec	Water	\$ 2,643.00	4179006

Regular City Council Meeting

Meeting Date: 11/13/2018

TITLE: Payment of Claims October 15, 2018

PRESENTED BY: Andy Zoeller, Finance Director

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,880,862.77 have been audited and are presented for City Council payment approval. A complete listing of the claims dated October 15, 2018, are available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

councilmemo_10152018

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/15/2018	817749	360 Office Solutions Inc	Water	\$ 1,612.80	252023-0; INSTALLATION OF FURNITURE
10/15/2018	817749	360 Office Solutions Inc	Wastewater	\$ 1,075.20	252023-0; INSTALLATION OF FURNITURE
10/15/2018	817749	360 Office Solutions Inc	Water	\$ 1,184.40	252023-1; FURNITURE
10/15/2018	817749	360 Office Solutions Inc	Wastewater	\$ 789.60	252023-1; FURNITURE
10/15/2018	817749	360 Office Solutions Inc	Wastewater	\$ 27.50	267520-0; OFFICE SUPPLIES WRF LAB
10/15/2018	817753	Airbus DS Communications	EOC 911	\$ -	CPOST ON-SITE TRAINING 000001-06795
10/15/2018	817753	Airbus DS Communications	EOC 911	\$ 13,781.76	QUOTE- GEO-DIVERSE VESTA 9-1-1 W/ANALYTICS
10/15/2018	817753	Airbus DS Communications	EOC 911	\$ 18,779.20	QUOTE- GEO-DIVERSE VESTA 9-1-1 W/ANALYTICS
10/15/2018	817753	Airbus DS Communications	EOC 911	\$ 1,707.20	QUOTE YSTN CONTY -B MT - COMMAND POST
10/15/2018	817753	Airbus DS Communications	EOC 911	\$ 9,389.60	QUOTE# DIR52248-2
10/15/2018	817760	Archie Cochrane	Public Safety	\$ 1,124.02	5257790
10/15/2018	817760	Archie Cochrane	Public Safety	\$ 286.05	35257875
10/15/2018	817760	Archie Cochrane	Public Safety	\$ 8.99	5257853
10/15/2018	817760	Archie Cochrane	Public Safety	\$ (400.00)	5257883
10/15/2018	817760	Archie Cochrane	Solid Waste	\$ 240.76	5257912
10/15/2018	817760	Archie Cochrane	Public Safety	\$ 741.82	5257963
10/15/2018	817760	Archie Cochrane	General	\$ 107.88	5258071
10/15/2018	817760	Archie Cochrane	Public Safety	\$ 276.92	5258072
10/15/2018	817760	Archie Cochrane	General	\$ 83.12	5258119
10/15/2018	817760	Archie Cochrane	Public Safety	\$ 47.27	5258120
10/15/2018	817760	Archie Cochrane	Public Safety	\$ 18.29	5258235
10/15/2018	817760	Archie Cochrane	Public Safety	\$ 46.12	5258247
10/15/2018	817760	Archie Cochrane	Public Safety	\$ (50.00)	5258392
10/15/2018	817760	Archie Cochrane	Public Safety	\$ 27.67	5258485
10/15/2018	817760	Archie Cochrane	Public Safety	\$ 160.74	5258918
10/15/2018	817760	Archie Cochrane	Public Safety	\$ 183.72	5259072
10/15/2018	817760	Archie Cochrane	Water	\$ 179.22	5259124
10/15/2018	817760	Archie Cochrane	Water	\$ (179.22)	5259273
10/15/2018	817761	AT & T Corp	Police Programs	\$ 18.43	CCSIU -Justin Jagers
10/15/2018	817761	AT & T Corp	Building Inspection	\$ 92.38	PW-Building- 10 New Samsung S9 Phones
10/15/2018	817761	AT & T Corp	Building Inspection	\$ 2,249.90	PW-Building- 10 New Samsung S9 Phones
10/15/2018	817761	AT & T Corp	Building Inspection	\$ 1,413.50	PW-Building-Tablet Credit
10/15/2018	817761	AT & T Corp	Building Inspection	\$ (2.97)	PW-Building-Tablet Credit
10/15/2018	817761	AT & T Corp	Public Safety	\$ 181.97	Animal Control Cell Phones
10/15/2018	817761	AT & T Corp	Public Safety	\$ 240.84	Animal Control -MDT
10/15/2018	817761	AT & T Corp	Parking	\$ 43.25	Parking Division Meter Maintenance
10/15/2018	817761	AT & T Corp	Public Safety	\$ 908.50	Police MDT Toughbooks
10/15/2018	817761	AT & T Corp	Transit	\$ 453.60	MET Transit Tablets
10/15/2018	817761	AT & T Corp	Public Safety	\$ 961.84	Police Department Cell Phone
10/15/2018	817761	AT & T Corp	Public Safety	\$ 2,094.88	Police Department Cell Phone
10/15/2018	817761	AT & T Corp	Information Resources	\$ 47.15	IT Department -On call Phone

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/15/2018	817761	AT & T Corp	Public Safety	\$ 561.96	MDT Fire
10/15/2018	817761	AT & T Corp	Public Safety	\$ 1,134.78	Fire Department Cell Phones
10/15/2018	817766	Beartooth Fire Protection	Public Safety	\$ 4,288.00	PANT: LION V-FORCE PANT W/BELT
10/15/2018	817766	Beartooth Fire Protection	Public Safety	\$ 5,380.00	COAT: LION V-FORCE BI-SWING COAT
10/15/2018	817773	Brenntag Pacific Inc	Wastewater	\$ 6,433.65	SILICONE ANTI-FOAM AND BACK STOCK ORDER- WRF
10/15/2018	817775	Business Tax Section	Parking	\$ 89.07	Park 1- Phase III Concrete Restoration Contract
10/15/2018	817775	Business Tax Section	Parking	\$ 169.52	Park 1- Phase III Concrete Restoration Contract
10/15/2018	817775	Business Tax Section	Parking	\$ 89.07	Park 2- Phase III Concrete Restoration Contract
10/15/2018	817775	Business Tax Section	Parking	\$ 169.52	Park 2- Phase III Concrete Restoration Contract
10/15/2018	817775	Business Tax Section	Parking	\$ 357.59	Restoration project for city owned parking garages.
10/15/2018	817775	Business Tax Section	Storm Sewer	\$ 232.62	WO 18-30 City County Drain Flood Mitigation
10/15/2018	817775	Business Tax Section	Parking	\$ 357.60	Restoration project for city owned parking garages.
10/15/2018	817775	Business Tax Section	Transit	\$ 1,337.87	Phase One roof replacement at METroplex
10/15/2018	817775	Business Tax Section	Building Inspection	\$ 121.00	PO # 18-000511
10/15/2018	817775	Business Tax Section	Gas Tax	\$ 341.29	2018 Street Maint Program Contract #3 Chip Seal
10/15/2018	817775	Business Tax Section	Water	\$ 1,952.35	Poet Street Water Replacement; 3F WO1820 Jr Civil
10/15/2018	817775	Business Tax Section	Parking	\$ 89.06	Park 3- Phase III Concrete Restoration Contract
10/15/2018	817775	Business Tax Section	Parking	\$ 169.51	Park 3- Phase III Concrete Restoration Contract
10/15/2018	817775	Business Tax Section	Parking	\$ 357.59	Restoration project for city owned parking garages
10/15/2018	817784	Commercial Roofing	Transit	\$ 132,449.13	Phase One roof replacement at Metroplex
10/15/2018	817786	Cop Construction Co	Storm Sewer	\$ 23,029.94	City County Drain Flood Mitigation
10/15/2018	817791	Crescent Electric Supply	Wastewater	\$ 1,192.71	S505520799.001; FUSE
10/15/2018	817791	Crescent Electric Supply	Street/Traffic Oper	\$ 44.98	S505601748
10/15/2018	817791	Crescent Electric Supply	Street/Traffic Oper	\$ 277.72	S505645552 PO NUM 306871
10/15/2018	817791	Crescent Electric Supply	Street/Traffic Oper	\$ 35.82	S505659295 PO NUM 306915
10/15/2018	817791	Crescent Electric Supply	Street/Traffic Oper	\$ 120.77	bits for use with signals
10/15/2018	817791	Crescent Electric Supply	Street/Traffic Oper	\$ 252.41	S505601748 PO NUM 306874
10/15/2018	817791	Crescent Electric Supply	Street/Traffic Oper	\$ 17.91	S505652396 PO NUM 306917
10/15/2018	817791	Crescent Electric Supply	Street/Traffic Oper	\$ 371.88	S505627409 PO NUM 306873
10/15/2018	817791	Crescent Electric Supply	Street/Traffic Oper	\$ 474.91	S505650839 PO NUM 306916
10/15/2018	817791	Crescent Electric Supply	Street/Traffic Oper	\$ 253.73	S505653854 PO NUM 306918
10/15/2018	817791	Crescent Electric Supply	Street/Traffic Oper	\$ 279.39	S505666951 PO NUM 306919
10/15/2018	817791	Crescent Electric Supply	Street/Traffic Oper	\$ 4.38	S505668574 PO NUM 306920
10/15/2018	817791	Crescent Electric Supply	Street/Traffic Oper	\$ (0.02)	S505653854
10/15/2018	817793	Cummins Rocky Mountain	Solid Waste	\$ 121.52	004-70861
10/15/2018	817793	Cummins Rocky Mountain	Solid Waste	\$ 689.98	004-70861
10/15/2018	817793	Cummins Rocky Mountain	Fleet	\$ 347.04	004-70187 PO NUM 306959
10/15/2018	817793	Cummins Rocky Mountain	Library	\$ 15.40	004-70203
10/15/2018	817793	Cummins Rocky Mountain	Solid Waste	\$ 37.02	004-70226
10/15/2018	817793	Cummins Rocky Mountain	Fleet	\$ 616.96	004-70665 PO NUM 306959
10/15/2018	817793	Cummins Rocky Mountain	Solid Waste	\$ 458.57	004-70347

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/15/2018	817793	Cummins Rocky Mountain	Fleet	\$ 291.48	004-70666 PO NUM 306959
10/15/2018	817795	Dana Safety Supply Inc	Public Safety	\$ 29.40	Invoice 523657 - Freight
10/15/2018	817795	Dana Safety Supply Inc	Public Safety	\$ 15.50	Invoice 525712 - Freight
10/15/2018	817795	Dana Safety Supply Inc	Public Safety	\$ 16.00	Invoice 527880 - Freight
10/15/2018	817795	Dana Safety Supply Inc	Public Safety	\$ 13.07	Invoice 527983 - Freight
10/15/2018	817795	Dana Safety Supply Inc	Public Safety	\$ 20.00	Invoice 528046 - Freight
10/15/2018	817795	Dana Safety Supply Inc	Public Safety	\$ 15.00	Invoice 529278 - Freight
10/15/2018	817795	Dana Safety Supply Inc	Public Safety	\$ 12.39	Invoice 533125 - Freight
10/15/2018	817795	Dana Safety Supply Inc	Public Safety	\$ 45.63	Invoice 533442 - Freight
10/15/2018	817795	Dana Safety Supply Inc	Public Safety	\$ 14.20	533203
10/15/2018	817795	Dana Safety Supply Inc	Public Safety	\$ 125.00	Invoice 523443 - Freight
10/15/2018	817795	Dana Safety Supply Inc	Public Safety	\$ 1,308.00	60" tracer solo 5-lamp housing, Mounting brackets, Pillar
10/15/2018	817795	Dana Safety Supply Inc	Public Safety	\$ 640.00	60" Tracer Solo 5-lamp Housing, Mounting Brackets
10/15/2018	817795	Dana Safety Supply Inc	Public Safety	\$ 435.00	WEC Inner Edge FST WC 6LT Utility R/W, BW
10/15/2018	817795	Dana Safety Supply Inc	Public Safety	\$ 17.15	WEC 2013+ PI Utility Under Mirror Mtg Kit (pair)
10/15/2018	817795	Dana Safety Supply Inc	Public Safety	\$ 768.00	WEC Inner Edge FST Ford Explorer RWBW
10/15/2018	817795	Dana Safety Supply Inc	Public Safety	\$ 310.50	Invoice 529278 - WEC Surface MT LINZ V-Series White
10/15/2018	817795	Dana Safety Supply Inc	Public Safety	\$ 720.00	WEC Duo Front FST Inner Edge, Tahoe, RW, BW
10/15/2018	817795	Dana Safety Supply Inc	Public Safety	\$ 655.00	Invoice 533442 - WEC Light Assembly
10/15/2018	817799	Dixie Petro-Chem	Water	\$ 2,694.00	Bulk Chlorine
10/15/2018	817802	DOWL	Gas Tax	\$ 4,575.00	Street Maint Program - Overlay & Chip Seal
10/15/2018	817804	Eaton Corporation	Wastewater	\$ 17,094.00	POWER TRANSFER PANEL & CONTROL CARDS.
10/15/2018	817808	Escosupply	Street/Traffic Oper	\$ 2,688.40	cutting edges for plows
10/15/2018	817808	Escosupply	Street/Traffic Oper	\$ 2,262.78	cutting edges for loaders and bolts
10/15/2018	817812	First Montana Title Co	CDBG	\$ 10,000.00	Casey Veatch purchasing 3285 Canyon Drive #56
10/15/2018	817813	Fischer Commercial Flooring	Public Safety	\$ 4,018.00	BASEMENT & CONFERENCE ROOM FLOORING
10/15/2018	817824	Hardrive Const- Bank Red Lodge	Gas Tax	\$ 33,787.86	Street Maint Program Contract #3 Chip Seal
10/15/2018	817825	HDR, Inc.	Solid Waste	\$ 170,836.69	WO 17-12 Landfill Drop-off Facility
10/15/2018	817826	Highmark Traffic Services Inc	Airport	\$ 4,550.00	Invoice #7384. Terminal Circle Striping
10/15/2018	817828	Iaff	Sidewalk Debt Svc	\$ 4,598.71	Payroll Summary
10/15/2018	817830	Insight Public Sector	Capital Replacement	\$ 4,560.00	Correct Power Adapters -120 Watt
10/15/2018	817830	Insight Public Sector	Capital Replacement	\$ 60.00	Balance due of \$60 from Invoice# I19-003390
10/15/2018	817838	John Rohrer Contracting Co	Parking	\$ 8,817.60	Park 1- Phase III Concrete Restoration Contract
10/15/2018	817838	John Rohrer Contracting Co	Parking	\$ 16,782.15	Park 1- Phase III Concrete Restoration Contract
10/15/2018	817838	John Rohrer Contracting Co	Parking	\$ 35,401.81	Restoration project for city owned parking garages.
10/15/2018	817838	John Rohrer Contracting Co	Parking	\$ 8,817.60	Park 2
10/15/2018	817838	John Rohrer Contracting Co	Parking	\$ 16,782.15	Park 2
10/15/2018	817838	John Rohrer Contracting Co	Parking	\$ 35,401.81	Restoration project for city owned parking garages.
10/15/2018	817838	John Rohrer Contracting Co	Parking	\$ 8,817.60	Park 3
10/15/2018	817838	John Rohrer Contracting Co	Parking	\$ 16,782.15	Park 3
10/15/2018	817838	John Rohrer Contracting Co	Parking	\$ 35,401.80	Restoration project for city owned parking garages.

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/15/2018	817839	JR Civil LLC	Water	\$ 193,283.08	Poet Street Water Replacement;3F WO1820 Jr Civil
10/15/2018	817841	Kemira Water Solutions, Inc	Water	\$ 28,569.60	PAX
10/15/2018	817841	Kemira Water Solutions, Inc	Water	\$ 29,824.00	PAX FOR WTP
10/15/2018	817842	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 7,273.50	asphalt
10/15/2018	817842	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 6,358.95	asphalt
10/15/2018	817842	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 1,198.35	1 1/2" crushed base
10/15/2018	817842	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 551.65	asphalt
10/15/2018	817842	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 1,513.11	1 1/2" crushed base
10/15/2018	817842	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 66.03	1 1/2" crushed base
10/15/2018	817842	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 1,101.65	asphalt
10/15/2018	817842	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 1,948.10	asphalt
10/15/2018	817842	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 3,326.40	asphalt
10/15/2018	817842	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 500.66	1 1/2" crushed base and 3/8" chips
10/15/2018	817842	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 827.20	asphalt
10/15/2018	817844	L N Curtis	Public Safety	\$ 4,785.00	FIRE, PULL ON BOOTS
10/15/2018	817852	Mistras Group Inc	Public Safety	\$ 825.00	TRUCK 1 (PIERCE) AERIAL LADDER INSPECTION
10/15/2018	817852	Mistras Group Inc	Public Safety	\$ 825.00	TRUCK 77- AERIAL LADDER INSPECTION
10/15/2018	817852	Mistras Group Inc	Public Safety	\$ 825.00	ENGINE 4- AERIAL LADDER INSPECTION
10/15/2018	817852	Mistras Group Inc	Public Safety	\$ 1,958.00	GROUND LADDER INSPECTIONS
10/15/2018	817854	Montana CSED	Sidewalk Debt Svc	\$ 3,758.58	Payroll Summary
10/15/2018	817856	MT Municipal Interlocal Authority	Sidewalk Debt Svc	\$ 558,327.17	Workers' Compensation Program 7/1/2018 - 9/30/2018
10/15/2018	817859	Montana State Fireman's Assoc	Sidewalk Debt Svc	\$ 4,028.19	Payroll Summary
10/15/2018	817862	MPPA	Sidewalk Debt Svc	\$ 3,248.00	Payroll Summary
10/15/2018	817864	MT Waterworks	Water	\$ 526.80	97465; 3/4" COPPER FOR WATER SERVICES
10/15/2018	817864	MT Waterworks	Wastewater	\$ 571.44	27401; FIRE HOSE
10/15/2018	817864	MT Waterworks	Water	\$ 339.00	COPPER FOR SERVICE 2915 STILLWATER
10/15/2018	817864	MT Waterworks	Water	\$ 272.05	27467; PORT BALL & BUSHING
10/15/2018	817864	MT Waterworks	Water	\$ 6,900.00	3/4" METER LOOPS AKA YOKE
10/15/2018	817867	NorthWestern Energy	Wastewater	\$ 98.42	MONTHLY SERVICE FEES 389 62ND ST LIFT STATION
10/15/2018	817867	NorthWestern Energy	Public Safety	\$ 8.75	0712532-1
10/15/2018	817867	NorthWestern Energy	Airport	\$ 124.40	0712535-4. Employee Parking. September 2018
10/15/2018	817867	NorthWestern Energy	Transit	\$ 3,063.47	Electricity at Metroplex from 8/23/18 to 9/25/18
10/15/2018	817867	NorthWestern Energy	General	\$ 677.15	0712538-8
10/15/2018	817867	NorthWestern Energy	Airport	\$ 19.03	0712791-3. Gate 16. September 2018
10/15/2018	817867	NorthWestern Energy	Airport	\$ 19.02	0712795-4. Gate 17. September 2018
10/15/2018	817867	NorthWestern Energy	Transit	\$ 354.09	0719225-5
10/15/2018	817867	NorthWestern Energy	Airport	\$ 2,399.36	0719543-1. Parking Lot Lights. September 2018
10/15/2018	817867	NorthWestern Energy	Water	\$ 9.41	0722249-0
10/15/2018	817867	NorthWestern Energy	Airport	\$ 16.97	0719759-3. Gate 12. September 2018
10/15/2018	817867	NorthWestern Energy	General	\$ 5.97	0722253-2
10/15/2018	817867	NorthWestern Energy	Airport	\$ 12.75	0719761-9. Gate 15. September 2018

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/15/2018	817867	NorthWestern Energy	General	\$ 8.07	0722258-1
10/15/2018	817867	NorthWestern Energy	Airport	\$ 20.70	0719760-1. Gate 14. September 2018
10/15/2018	817867	NorthWestern Energy	General	\$ 221.89	0722256-5
10/15/2018	817867	NorthWestern Energy	Airport	\$ 18.53	0712797-0. Gate 9. September 2018
10/15/2018	817867	NorthWestern Energy	Public Safety	\$ 364.76	0720817-6
10/15/2018	817867	NorthWestern Energy	Airport	\$ 6.94	0712813-5. Burn Pit. September 2018
10/15/2018	817867	NorthWestern Energy	General	\$ 1,158.68	0720841-6
10/15/2018	817867	NorthWestern Energy	Airport	\$ 18.89	0719762-7. Gate 13. September 2018
10/15/2018	817867	NorthWestern Energy	General	\$ 16.02	0722259-9
10/15/2018	817867	NorthWestern Energy	Airport	\$ 17.94	0720296-3. Gate 29. September 2018
10/15/2018	817867	NorthWestern Energy	Water	\$ 4,682.56	0722270-6
10/15/2018	817867	NorthWestern Energy	General	\$ 9.88	0722272-2
10/15/2018	817867	NorthWestern Energy	Airport	\$ 5.85	0712805-1. IP-10. September 2018
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 6.58	0722272-2
10/15/2018	817867	NorthWestern Energy	General	\$ 16.84	0722279-7
10/15/2018	817867	NorthWestern Energy	General	\$ 5.97	0722280-5
10/15/2018	817867	NorthWestern Energy	General	\$ 32.86	0722278-9
10/15/2018	817867	NorthWestern Energy	General	\$ 39.63	0722277-1
10/15/2018	817867	NorthWestern Energy	General	\$ 110.06	0722275-5
10/15/2018	817867	NorthWestern Energy	General	\$ 13.17	0722274-8
10/15/2018	817867	NorthWestern Energy	General	\$ 25.97	0722273-0
10/15/2018	817867	NorthWestern Energy	General	\$ 5.97	0722281-3
10/15/2018	817867	NorthWestern Energy	General	\$ 5.97	0722283-9
10/15/2018	817867	NorthWestern Energy	General	\$ 5.97	0722284-7
10/15/2018	817867	NorthWestern Energy	General	\$ 16.84	0722808-3
10/15/2018	817867	NorthWestern Energy	General	\$ 8.39	0722852-1
10/15/2018	817867	NorthWestern Energy	General	\$ 8.07	0722862-0
10/15/2018	817867	NorthWestern Energy	General	\$ 58.03	0722901-6
10/15/2018	817867	NorthWestern Energy	General	\$ 6.33	0722976-8
10/15/2018	817867	NorthWestern Energy	General	\$ 169.71	0722995-8
10/15/2018	817867	NorthWestern Energy	General	\$ 84.91	0723005-5
10/15/2018	817867	NorthWestern Energy	General	\$ 5.97	0723025-3
10/15/2018	817867	NorthWestern Energy	General	\$ 5.85	0723046-9
10/15/2018	817867	NorthWestern Energy	General	\$ 19.87	0723049-3
10/15/2018	817867	NorthWestern Energy	General	\$ 12.64	0723053-5
10/15/2018	817867	NorthWestern Energy	General	\$ 17.67	0723064-2
10/15/2018	817867	NorthWestern Energy	General	\$ 17.67	0723065-9
10/15/2018	817867	NorthWestern Energy	Wastewater	\$ 68.07	0723383-6
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 5.97	0723384-4
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 7.69	0723385-1
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 7.69	0723386-9

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 7.69	0723387-7
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 7.69	0723388-5
10/15/2018	817867	NorthWestern Energy	General	\$ 3.94	0723391-9
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 2.64	0723391-9
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 7.69	0723392-7
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 6.70	0723393-5
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 5.97	0723394-3
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 5.97	0723395-0
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 5.97	0723396-8
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 5.97	0723397-6
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 5.97	0723398-4
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 5.97	0723835-5
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 8.07	0723836-3
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 5.85	0723840-5
10/15/2018	817867	NorthWestern Energy	Wastewater	\$ 430.33	0723878-5
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 132.41	0723879-3
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 6.58	0723883-5
10/15/2018	817867	NorthWestern Energy	General	\$ 120.38	0723884-3
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 6.70	0723885-0
10/15/2018	817867	NorthWestern Energy	General	\$ 17.67	0723887-6
10/15/2018	817867	NorthWestern Energy	General	\$ 217.35	0793134-8
10/15/2018	817867	NorthWestern Energy	General	\$ 64.26	0813489-2
10/15/2018	817867	NorthWestern Energy	Street/Traffic Oper	\$ 10.81	0855404-0
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 6.59	0881455-0
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 0.89	0971824-8
10/15/2018	817867	NorthWestern Energy	General	\$ 15.28	0978917-3
10/15/2018	817867	NorthWestern Energy	General	\$ 6.46	0999807-1
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 0.10	1029192-0
10/15/2018	817867	NorthWestern Energy	Water	\$ 28.69	1160807-2
10/15/2018	817867	NorthWestern Energy	Public Safety	\$ 1,658.50	1183483-5
10/15/2018	817867	NorthWestern Energy	Street/Traffic Oper	\$ 5.85	1242222-6
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 1.30	1265177-4
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 0.77	1312707-1
10/15/2018	817867	NorthWestern Energy	Water	\$ 34.13	1346673-5
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 33.11	1513796-1
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 56.41	1513800-1
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 5.85	1513802-7
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 7.41	1513804-3
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 7.18	1514388-6
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 6.70	1564209-3
10/15/2018	817867	NorthWestern Energy	Building Inspection	\$ 49.39	1569631-3

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/15/2018	817867	NorthWestern Energy	General	\$ 5.85	1588262-4
10/15/2018	817867	NorthWestern Energy	General	\$ 28.92	1692666-9
10/15/2018	817867	NorthWestern Energy	Wastewater	\$ 9.23	1704025-4
10/15/2018	817867	NorthWestern Energy	Wastewater	\$ 37.98	1704030-4
10/15/2018	817867	NorthWestern Energy	Street/Traffic Oper	\$ 12.14	1738989-1
10/15/2018	817867	NorthWestern Energy	Street/Traffic Oper	\$ 1.63	1797828-9
10/15/2018	817867	NorthWestern Energy	General	\$ 63.43	1849408-8
10/15/2018	817867	NorthWestern Energy	Water	\$ 10.68	1867265-9
10/15/2018	817867	NorthWestern Energy	General	\$ 7.41	1902257-3
10/15/2018	817867	NorthWestern Energy	General	\$ 42.67	1904944-4
10/15/2018	817867	NorthWestern Energy	General	\$ 46.49	1941243-6
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 1.08	1948667-9
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 2.00	2041362-1
10/15/2018	817867	NorthWestern Energy	Street/Traffic Oper	\$ 7.30	2047007-6
10/15/2018	817867	NorthWestern Energy	Street/Traffic Oper	\$ 7.54	2047010-0
10/15/2018	817867	NorthWestern Energy	Street/Traffic Oper	\$ 7.05	2047013-4
10/15/2018	817867	NorthWestern Energy	Street/Traffic Oper	\$ 7.41	2047017-5
10/15/2018	817867	NorthWestern Energy	Street/Traffic Oper	\$ 7.66	2047018-3
10/15/2018	817867	NorthWestern Energy	Street/Traffic Oper	\$ 7.18	2047019-1
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 5.33	2055817-7
10/15/2018	817867	NorthWestern Energy	Street/Traffic Oper	\$ 2.61	3088038-9
10/15/2018	817867	NorthWestern Energy	General	\$ 9.72	3178260-0
10/15/2018	817867	NorthWestern Energy	General	\$ 5.85	3477233-5
10/15/2018	817867	NorthWestern Energy	General	\$ -	1409394-2
10/15/2018	817867	NorthWestern Energy	Parks Maintenance	\$ 34.04	1045813-1
10/15/2018	817867	NorthWestern Energy	Street/Traffic Oper	\$ 24.29	1045820-6
10/15/2018	817867	NorthWestern Energy	General	\$ 6.09	1156527-2
10/15/2018	817867	NorthWestern Energy	Airport	\$ 18.94	2114868-9
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 216.86	248978
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 127.04	243891
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 75.27	243346
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 81.88	243345
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 2,027.41	242652
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 132.37	241853
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 3,608.50	236250
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 469.80	201942
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 675.40	192352
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 10.30	191162
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 2,069.94	191161
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 115.16	187900
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 1,759.63	185691

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 13.71	185690
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 937.82	185689
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 1,749.40	185688
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 1,254.95	184751
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 1,043.53	181505
10/15/2018	817874	Public Utilities	Wastewater	\$ 9.45	180645
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 123.71	180396
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 158.76	180339
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 145.12	180338
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 128.07	180337
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 1,759.63	180336
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 941.23	180335
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 419.50	180334
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 1,606.18	180332
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 30.76	180331
10/15/2018	817874	Public Utilities	General	\$ 908.93	180092
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 152.67	180091
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 1,077.78	180090
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 16.27	179987
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 389.69	178621
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 552.64	177710
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 163.90	176577
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 1,955.80	175850
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 976.21	168593
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 1,344.49	168389
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 612.26	168362
10/15/2018	817874	Public Utilities	Street/Traffic Oper	\$ 90.01	167082
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 2,627.57	166674
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 3,869.00	164212
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 1,891.20	164211
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 23.09	163944
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 2,134.21	163614
10/15/2018	817874	Public Utilities	Facilities Mngmt	\$ 473.65	158260
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 453.75	158252
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 834.67	148702
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 966.90	148654
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 10.45	148423
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 903.20	148398
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 4,857.90	136103
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 16.60	136096
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 77.65	136098

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 1,035.10	136108
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 191.18	136111
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 143.44	136112
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 119.57	136115
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 245.74	148074
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 11,708.15	136116
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 237.92	136101
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 10.45	136100
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 359.92	136099
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 1,419.13	136090
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 570.90	136087
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 404.44	136093
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 3,881.30	136095
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 3,087.92	136091
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 6,029.60	136092
10/15/2018	817874	Public Utilities	Parks Maintenance	\$ 41.14	136082
10/15/2018	817874	Public Utilities	Parking	\$ 224.28	102418
10/15/2018	817874	Public Utilities	CDBG	\$ 72.43	256618 - Service Date 8/22/18 - 9/14/18 215 19 ST W
10/15/2018	817874	Public Utilities	CDBG	\$ 27.23	Account #251981; 8/16-9/14
10/15/2018	817875	Public Works-Administration	Water	\$ 2,200.00	PWU Sept 2018 Engineering Permits - Watermain Repair
10/15/2018	817875	Public Works-Administration	Water	\$ 590.00	PWU Sept 2018 Engineering Permits - WSRP
10/15/2018	817876	Quatred, LLC	Water	\$ 150.56	Barcode Label Printing Public Works
10/15/2018	817876	Quatred, LLC	Wastewater	\$ 50.19	Barcode Label Printing Public Works
10/15/2018	817876	Quatred, LLC	Water	\$ -	Mobile Computing Software
10/15/2018	817876	Quatred, LLC	Wastewater	\$ -	Mobile Computing Software
10/15/2018	817876	Quatred, LLC	Transit	\$ -	Mobile Computing Software
10/15/2018	817876	Quatred, LLC	Transit	\$ -	Mobile Computing Software
10/15/2018	817876	Quatred, LLC	Fleet	\$ -	Mobile Computing Software
10/15/2018	817876	Quatred, LLC	Water	\$ 570.69	Extended Maintenance - Hardware
10/15/2018	817876	Quatred, LLC	Wastewater	\$ 190.23	Extended Maintenance - Hardware
10/15/2018	817876	Quatred, LLC	Water	\$ 262.92	Barcode Label Printing Supplies
10/15/2018	817876	Quatred, LLC	Wastewater	\$ 87.65	Barcode Label Printing Supplies
10/15/2018	817876	Quatred, LLC	Fleet	\$ 2,400.00	Onsite Implementation
10/15/2018	817876	Quatred, LLC	Water	\$ 15.00	Shipping & Handling
10/15/2018	817876	Quatred, LLC	Wastewater	\$ 5.00	Shipping & Handling
10/15/2018	817876	Quatred, LLC	Transit	\$ 14.00	Shipping & Handling
10/15/2018	817876	Quatred, LLC	Transit	\$ 6.00	Shipping & Handling
10/15/2018	817876	Quatred, LLC	Fleet	\$ 20.00	Shipping & Handling
10/15/2018	817876	Quatred, LLC	Water	\$ 3,946.50	Mobile Computers & Accessories
10/15/2018	817876	Quatred, LLC	Wastewater	\$ 1,315.50	Mobile Computers & Accessories
10/15/2018	817876	Quatred, LLC	Water	\$ 354.48	Barcode Label Printer

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/15/2018	817876	Quatred, LLC	Wastewater	\$ 118.16	Barcode Label Printer
10/15/2018	817877	RDO Equipment Co.	Solid Waste	\$ 2,327.65	PARTS AND LABOR FOR 0255
10/15/2018	817877	RDO Equipment Co.	Solid Waste	\$ 180.27	Filters for Landfill equipment P39941
10/15/2018	817879	Rimrock Foundation	Municipal Court Grants	\$ 1,004.12	Sept. Day Treatment DUI
10/15/2018	817879	Rimrock Foundation	Municipal Court Grants	\$ 400.00	Sept. 18 Screenings
10/15/2018	817879	Rimrock Foundation	Municipal Court Grants	\$ 1,004.13	Sept. Day Treatment SAMHSA
10/15/2018	817879	Rimrock Foundation	Municipal Court Grants	\$ 3,069.59	Sept. 18 Rimrock Other Services
10/15/2018	817879	Rimrock Foundation	Municipal Court Grants	\$ 3,540.00	Sept. 18 Rimrock Ancillary
10/15/2018	817880	RMSR INC	Water	\$ 2,935.80	2726; SUPPLY & INSTALL WATER OFFICE
10/15/2018	817880	RMSR INC	Wastewater	\$ 1,957.20	2726; SUPPLY & INSTALL WATER OFFICE
10/15/2018	817885	S & S Machine Inc	Water	\$ 11,288.00	EMERGENT REPAIRS TO PUMP #1- AIRPORT
10/15/2018	817893	Titan Machinery Inc	Street/Traffic Oper	\$ 17.98	11365496
10/15/2018	817893	Titan Machinery Inc	Solid Waste	\$ 2,927.11	11395967
10/15/2018	817893	Titan Machinery Inc	Street/Traffic Oper	\$ 82.37	11369858
10/15/2018	817893	Titan Machinery Inc	Solid Waste	\$ 175.73	11395967
10/15/2018	817893	Titan Machinery Inc	Street/Traffic Oper	\$ 37.13	11404353
10/15/2018	817893	Titan Machinery Inc	Solid Waste	\$ 153.44	11434740
10/15/2018	817893	Titan Machinery Inc	Solid Waste	\$ 48.96	11434740
10/15/2018	817893	Titan Machinery Inc	Wastewater	\$ 97.46	11456229
10/15/2018	817893	Titan Machinery Inc	Wastewater	\$ 359.78	11456229
10/15/2018	817893	Titan Machinery Inc	Street/Traffic Oper	\$ 509.88	11425309
10/15/2018	817893	Titan Machinery Inc	Street/Traffic Oper	\$ 78.00	11404353
10/15/2018	817893	Titan Machinery Inc	Street/Traffic Oper	\$ 150.23	11456295
10/15/2018	817895	Town & Country Supply	Public Safety	\$ 528.96	312424 FIRE6 - DIESEL
10/15/2018	817895	Town & Country Supply	Public Safety	\$ (0.01)	312423: LESS DECIMAL POINT CORRECTION
10/15/2018	817895	Town & Country Supply	Fleet	\$ 18,995.45	310916 PO NUM 306913
10/15/2018	817895	Town & Country Supply	Public Safety	\$ 1,190.16	312423: FIRE 1 - DIESEL
10/15/2018	817895	Town & Country Supply	General	\$ 790.62	T&C 300gal Diesel Winter Dyed Diesel MtView Cem
10/15/2018	817895	Town & Country Supply	Fleet	\$ 10,413.60	312202 PO NUM 306912
10/15/2018	817895	Town & Country Supply	Public Safety	\$ 793.44	312421: DIESEL DELIVERED 10/6/2018
10/15/2018	817895	Town & Country Supply	Public Safety	\$ 507.26	312423: FIRE 1 - UNLEADED
10/15/2018	817895	Town & Country Supply	Water	\$ 496.02	NONSTOCKING ITEMS-P.U.D.
10/15/2018	817896	Tractor & Equipment Co.	Solid Waste	\$ 2,142.05	PARTS FOR LANDFILL 0243
10/15/2018	817896	Tractor & Equipment Co.	Street/Traffic Oper	\$ 56.16	BLCS0687064
10/15/2018	817896	Tractor & Equipment Co.	Water	\$ 251.52	WATER PARTS AND SUPPLIES PO NUM 306742
10/15/2018	817896	Tractor & Equipment Co.	Street/Traffic Oper	\$ 28.89	BLCS0687064
10/15/2018	817896	Tractor & Equipment Co.	Solid Waste	\$ 982.14	BLW00185818
10/15/2018	817903	Unemployment Ins Contribution	Sidewalk Debt Svc	\$ 63,244.00	Unemployment Insurance for Quarter ending 9/30/2018
10/15/2018	817908	Valmont Industries Inc	Street/Traffic Oper	\$ 6,236.00	INV#CD2142143
10/15/2018	817912	Walker Parking Consultants	Parking	\$ 28.34	Phase II of Condition Audit report to repair Garages
10/15/2018	817912	Walker Parking Consultants	Parking	\$ 28.33	Phase II of Condition Audit report to repair Garages

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/15/2018	817912	Walker Parking Consultants	Parking	\$ 28.33	Phase II of Condition Audit report to repair Garages
10/15/2018	817912	Walker Parking Consultants	Parking	\$ 406.67	Phase III of Condition Audit report to repair Garages
10/15/2018	817912	Walker Parking Consultants	Parking	\$ 406.67	Phase III of Condition Audit report to repair Garages
10/15/2018	817912	Walker Parking Consultants	Parking	\$ 406.66	Phase III of Condition Audit report to repair Garages
10/15/2018	817912	Walker Parking Consultants	Parking	\$ 718.34	Phase III of Condition Audit report to repair Garages
10/15/2018	817912	Walker Parking Consultants	Parking	\$ 718.33	Phase III of Condition Audit report to repair Garages
10/15/2018	817912	Walker Parking Consultants	Parking	\$ 718.33	Phase III of Condition Audit report to repair Garages
10/15/2018	817912	Walker Parking Consultants	Parking	\$ 37.58	2018 Expenses
10/15/2018	817912	Walker Parking Consultants	Parking	\$ 37.58	2018 Expenses
10/15/2018	817912	Walker Parking Consultants	Parking	\$ 37.58	2018 Expenses
10/15/2018	817912	Walker Parking Consultants	Parking	\$ 250.45	2018 Expenses
10/15/2018	817912	Walker Parking Consultants	Parking	\$ 250.45	2018 Expenses
10/15/2018	817912	Walker Parking Consultants	Parking	\$ 250.44	2018 Expenses
10/15/2018	817914	Western Flag And Banner	Fleet	\$ 2,525.00	9690 PO NUM 306909
10/15/2018	817919	Yellowstone County Finance	Public Safety	\$ 40,500.00	September 2018 Jail Boarders

Regular City Council Meeting

Meeting Date: 11/13/2018

TITLE: Teamsters Local 190 Collective Bargaining Agreement

PRESENTED BY: Karla Stanton, Human Resources Director

Department: City Hall Administration

Presentation: Yes

PROBLEM/ISSUE STATEMENT

The City Council is being asked to approve a tentative agreement for the renewal of a labor contract between the Teamsters - Local 190 and the City of Billings. The City began negotiation with the Teamsters on April 30, 2018, and met several times before requesting a mediator with the Department of Labor. Prior to August 15, 2018, both sides visited with the mediator via telephone and email working toward resolution of the issues. On August 16, 2018, both sides met with the mediator to find resolution on outstanding items. The contract was voted on and approved by Teamsters on October 11, 2018. The vote was 246 in favor of accepting the tentative agreement and 90 against out of 420 total teamsters. If approved by City Council, the contract will go into effect retroactively from July 1, 2018, through June 30, 2021.

Changes to the contract include:

- A 2.9% cost of living adjustment (COLA) for the first year of the contract, effective retroactively July 1, 2018;
- A 2.9% cost of living adjustment (COLA) for the second year of the contract, effective July 1, 2019;
- A 2.9% cost of living adjustment (COLA) for the third year of the contract, effective July 1, 2020;
- The City will be allowed to utilize temporary employees from April 1 – November 30 for PRPL Restroom Attendants, Garbage Collection and for Solid Waste Division Green Barrel program;
- Language was deleted requiring Teamster employees to pay initiation fees and dues;
- The City will not be required to contribute to the Teamster employees 457 deferred compensation plan when an employee is on leave without pay, except for Worker's Compensation;
- Street/Traffic Department employees will be given 24-hours notice prior to being placed on standby status. Once on standby, employees will remain on standby until the employee's next scheduled shift (which includes any vacation, sick or compensatory leave), or unless mutually agreed upon by the employee and employer;
- Shift Differential will increase \$0.15 per hour for afternoon and night shift differential;
- The City agrees to pay for one followup DOT physical, if needed, in order for the employee to obtain the required certification;
- Leadworker language was clarified to reflect assisting, planning, and reviewing work of employees, but not to the level of supervision;
- The City agrees to respond to an employee's written safety complaint, which is brought to the Citywide Safety committee, within twenty (20) business days, and provide a copy of its response to the Teamsters Union;

- The City will purchase for Solid Waste and Street/Traffic employees up to \$65 of approved cold weather safety apparel, including either a coat, a bib, or a sweatshirt. This was in exchange for one set of uniforms;
- Solid Waste Memorandum of Understanding was developed to clarify how overtime is paid.

A copy of the contract is available for review in the City Clerk's office.

ALTERNATIVES ANALYZED

City Council may:

- Approve the contract as presented, with cost of living adjustment (COLA) effective retroactively to July 1, 2018;
- Postpone action on the contract to obtain additional information; or
- Deny approval of the contract, forcing negotiations to resume.

FINANCIAL IMPACT

The cost of living adjustment (COLA) will cost approximately \$697,189 in each year of the contract, and the cost of increasing shift differential \$0.15 per hour for afternoon and night shifts is approximately \$36,000 per year.

There is no cost to provide the cold weather gear for Solid Waste and Street/Traffic, since the City will be providing only 10 sets of uniforms instead of 11 sets.

There is adequate funding in General Fund reserves to cover the increases, and a budget amendment will follow.

RECOMMENDATION

Staff recommends that the City Council approve Teamsters - Local 190 and City of Billings collective bargaining agreement as presented, effective retroactively to July 1, 2018.

APPROVED BY CITY ADMINISTRATOR

Attachments

Teamsters - Local 190

AGREEMENT

Between the
TEAMSTERS - LOCAL 190
AND
CITY OF BILLINGS

For the period of:
JULY 1, 20185 - JUNE 30, 202118

TABLE OF CONTENTS

	Page Number
Preamble.....	3
Article 1 - Recognition.....	3
Article 2 - Management Rights	3
Article 3 - Union Security.....	4
Article 4 - Seniority	5
Article 5 - Settlement of Disputes	6
5.4 Grievance & Arbitration Process.....	7
Article 6 - Hours of Work & Overtime.....	10
6.1 Workweek	10
6.2 Shifts/Shift Change.....	10
6.3 Work Schedules.....	10
6.4 Lunch Periods	10
6.5 Hours of Duty	10
6.6 Breaks.....	11
Article 7 – Compensation.....	11
7.1 Compensation	11
7.2 Deferred Compensation.....	11
7.3 Higher Classification.....	11
7.4 Standby Pay	12
7.5 Longevity Pay	13
7.6 Shift Differential Pay	13
7.7 Overtime	13
7.8 Compensatory Time	15
7.9 Call Outs and Court Time.....	15
7.10 No Pyramiding	15
7.11 Compensation for Training.....	15
7.12 Commercial Driver’s License.....	16
7.13 Physical/Mental Exams	16
7.14 Leadworkers.....	16
Article 8 - Leaves of Absence	17
8.1 Vacations.....	17
8.2 Sick Leave	19
8.3 Maternity/Paternity Leave.....	21
8.4 Holidays	21
8.5 Military Leave.....	23
8.6 Funeral Leave	23
8.7 Jury Service and Subpoena	23
8.8 Leaves With or Without Pay	24
8.9 General Leave Provisions.....	24
Article 9 – Insurance.....	24
9.1 Industrial Accident and Unemployment.....	24
9.2 Health and Life Insurance.....	24

Article 10 - General Conditions.....	26
10.1 Union Bulletin Boards.....	26
10.2 Safety	26
10.3 Uniforms.....	27
10.4 Parking.....	27
10.5 Inspection by Business Representatives.....	27
10.6 Shift Trading.....	27
10.7 Vacancy Announcements	28
10.8 Justifiable Cause.....	29
10.9 Cross Training.....	29
10.10 New Hire Notification to Union.....	29
10.11 Non-Discrimination Language	30
10.12 Joint Labor Management Committee	30
10.13 Create, Combine or Reclassify Jobs.....	30
10.14 MET Transit.....	30
Article 11 - Terms of Agreement and Negotiations.....	30
Article 12 - Minimums Clause	31
Article 13 - Savings Clause	31
Article 14 – No Strike – No Lockout	31

Attachments:

1. Departmental Order, Order Number 019C, Subject: Airport Standby/Pager Policy
2. Departmental Order, Order Number 20, Subject: ARFF/AFM Division Holiday Pay Policy
3. Letter of Understanding, Winter Overtime policy for the Department of Aviation & Transit ARFF/AFM employees
4. Memorandum of Understanding on the City/County 911 Center breaks
5. Memorandum of Understanding regarding City Ordinance Safety Issues
6. Memorandum of Understanding Public Works Department – Treatment Plant Technicians
7. **Memorandum of Understanding Solid Waste Overtime and Seniority List**
8. Teamster Range Placement Table

Appendix: Random Drug/Alcohol and Reasonable Suspicion Policy

P R E A M B L E

THE CITY OF BILLINGS, MONTANA, hereinafter referred to as "Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 190, hereinafter referred to as "Union," have agreed as follows:

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all City employees in the classifications listed in Attachment A.

A temporary employee is defined as an employee that is hired to temporarily replace an absent full-time employee or to fill in for a heavy workload in a particular work unit.

The City agrees that any temporary or on-call employee will be a member of the bargaining unit if that employee works for more than 1,056 hours in a ~~365-day period in any twelve-month~~ **calendar year (January 1 – December 31) with the following exceptions: the City will be allowed to utilize temporary employees from April 1 – November 30, for the following departments:**

- **PRPL Department – Restroom Attendants and Garbage Collection**
- **Solid Waste Division – Up to six (6) full time collection employees to accommodate Green Barrel season**

Temporary employees cannot be utilized to replace any full time positions.

Due to the nature of recreation programs, temporary employees in the Recreation Division may work more than 1,056 hours in a ~~365-day cycle~~ **calendar year (January 1 – December 31)**. These temporary employees customarily work on a variety of programs.

The City agrees that no temporary or on-call employee will be used to circumvent any part of the labor agreement. When overtime is required, members of the bargaining unit will have the option of working the overtime.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 The Union recognizes the prerogative of the City to unilaterally operate its affairs in all respects in accordance with its responsibilities; and the powers, discretion, or authority which the City has not expressly granted to the Union by this Agreement are retained by the City, and in such areas as, but not limited to the following, to-wit:

- A. Direct employees;
- B. Hire, promote, transfer, assign, and retain employees;

- C. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive;
- D. Maintaining the efficiency of government operations;
- E. Determine the methods, means, job classifications, and personnel by which operations of the City of Billings are to be conducted;
- F. Taking whatever actions may be necessary to carry out the mission of the City of Billings in situations of emergency;
- G. Establishing the methods, standards, and processes by which work is to be performed;
- H. Scheduling and assigning work, including overtime and leaves, in a manner most advantageous to the City and its requirements subject to seniority and qualifications.

2.2 The Union recognizes that the Employer has statutory and other rights and obligations in contracting for matters relating to municipal operation. The right of contracting or subcontracting is vested in Employer; however, it is recognized that this right is a concern to the Union and its members. The City agrees that no contract or subcontract that would directly impact the Union or its members will be entered into without an evaluation of the total economics involved in that operation as it relates to the public good. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

2.3 The Union recognizes that all employees are subject to all City policies and procedures, including Administrative Orders, unless specifically superseded by this agreement.

ARTICLE 3 - UNION SECURITY

- 3.1 Membership in the Local Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Local Union. Neither party shall exert any pressure on, or discriminate against, an employee as regards such matters.
- 3.2 Membership in the Local Union is separate, apart and distinct from the assumption by one of equal obligation to the extent that he/she receives equal benefits. The Local Union is required under this Agreement to represent and to provide all rights and benefits to all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Local Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Local Union, and this Agreement has been executed by the City of Billings after it has satisfied itself that the Local Union is the choice of a majority of the employees in the bargaining unit. Accordingly, each employee in the bargaining unit shall assume an equal share of the obligation along with a grant of equal benefits contained in this Agreement.

- 3.3 ~~In accordance with the policy set forth in this Section all employees shall, as a condition of continued employment, pay to the Local Union, the employees exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Local Union, which shall be limited to an amount of money equal to the Local Union's regular and usual initiation fees, and its regular and usual dues.~~
- 3.4 ~~All present employees who are members of the Local Union on the effective date of the execution of this Agreement shall remain members of the Local Union in good standing as a condition of employment. All employees who are not members upon the execution of the Agreement shall come under the provision of this Article twelve (12) calendar months after the date of execution of this Agreement, as a condition of employment. All new hires shall come under the provision of this Article twelve (12) calendar months after their date of hire., as a condition of employment. Employees who fail to comply shall be discharged by the Employer within fifteen (15) calendar days after receipt of written notice from the Union, unless the employee complies within the fifteen (15) day period.~~
- 3.5 The Employer agrees to accept and honor voluntary written assignments of wages or salaries due and owing employees covered by this Agreement for initiation, reinstatement, service charges, and dues.

ARTICLE 4 - SENIORITY

- 4.1 Seniority means an employee's length of continuous service with his or her Division and shall be computed from the date the employee began service in the Division, except in cases where the employee is forced to transfer to a different division by the City. In those cases the employee will take his/her seniority with them to the new division.
- A. To be absent from the job due to a leave without pay exceeding 180 calendar days will be considered lost time for the purpose of seniority, however, previous service upon reemployment shall count toward seniority.
 - B. To be absent from the job due to involuntary active military leave will not affect seniority. Such time spent in military service will count towards seniority.
 - C. An employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharge for justifiable cause, and retirement.
 - D. Absences due to injury in the line of duty shall be considered as time worked for the purposes of determining seniority.
- 4.2 Layoffs, caused by reduction in force within an affected Division, shall be determined by job description and City-wide seniority. Employees, who are scheduled to be laid off, shall be given as much advance notice as is practical, with a minimum of forty-five (45) calendar days.

Employees scheduled to be laid off will be allowed to bump other less senior employees within their same job description. No other bumping rights are available to affected employees. Employees, who are laid off, will be offered re-employment in the inverse order of the lay-off when they are needed again, provided they are still qualified to perform the duties of the position. All recall rights for employees laid off expire twenty-four (24) months from the layoff date.

The Employer shall notify such employees to return to work and furnish the Union a copy of such notification; and if the employee fails to notify the Employer within five (5) calendar days of his/her intention to return to work, the employee shall be considered as having forfeited his/her right of re-employment. It shall be the employee's responsibility to maintain a current notification address with the Employer.

- 4.3 The Employer shall post, by division, an updated, accurate seniority list in January of each year. The Employer also agrees to supply copies of those lists to the Union and, in addition, agrees to provide to Union an updated list at any time during the calendar year that Union requests such an update in writing. Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe an error has been made.
- 4.4 In the Met Transit division, there will be 3 separate seniority lists which shall be based on the following job classifications: 1) Transit Operator and On-Call Driver, 2) Transit Service Dispatcher and Senior Office Assistant, 3) Transit Mechanic II, Vehicle Service Technician and Transit Service Worker.

ARTICLE 5 - SETTLEMENT OF DISPUTES

- 5.1 A grievance is defined as a dispute or a difference of interpretation between a non-probationary employee and the Employer involving an economic or disciplinary issue as expressly provided in the terms of the Agreement. Disciplinary actions, involving warning letters, suspension, or discharge shall be grievable; all lesser disciplinary actions are not grievable. If a number of employees have a grievance, involving the same issue(s), the grievance shall be filed as one (1) joint grievance.
- 5.2 Employees, designated by the Union as Stewards, must be certified in writing to the Employer. A steward shall be authorized a reasonable amount of time to process a grievance during regular work hours, provided the Steward has the Supervisor's approval and does not disrupt the work of others. A Steward, who cannot be released upon request, due to work requirements, will be released as soon as work permits, but no later than the beginning of his or her next scheduled shift. An updated steward list shall be provided to City Human Resources in January of each year. The union also agrees to supply an updated steward list anytime during the calendar year that the City requests such an update in writing.
- 5.3 Failure to comply with the established formal procedures provided in this Article shall constitute a waiver to continue the grievance process by the party in default.

5.4 Grievance and Arbitration Process:

Step 1: An employee, who has a grievance, shall, meet with his or her supervisor to orally discuss the issue and submit the grievance, in writing, to their supervisor. The written grievance must contain the following minimal information:

1. The name and signature of the grievant; (The signature requirements shall be waived if the grievant is physically unable to sign the grievance form.)
2. The date the grievance occurred;
3. The issue and nature of the grievance;
4. The terms of the Agreement in dispute; and
5. The adjustment sought.

The grievance must be initiated no later than ten (10) business days after the grievable act occurred or the first opportunity to have reasonably had knowledge of its occurrence. The supervisor's response to the grievance shall be in writing and within ten (10) business days of the Step 1 meeting. The City will send a copy of the Step 1 City response to the Union Business Representative.

Step 2: The Union Business Representative may file an employee's formal grievance with the Employer. The formal grievance must be in a jointly agreed upon written form containing as a minimum:

1. The name and signature of the grievant; (The signature requirements shall be waived if the grievant is physically unable to sign the grievance form.)
2. The date the grievance occurred;
3. The issue and nature of the grievance;
4. The terms of the Agreement in dispute; and
5. The adjustment sought.

The grievance must be filed with the Human Resources Manager within ten (10) business days of the written Step 1 response from the supervisor.

Within ten (10) business days of receipt of the grievance, a meeting will be held between the key individuals in the grievance including: the employee, the Union Steward, the Union Business agent, the supervisor, the Superintendent/Division Manager and a representative from Human Resources Office to discuss the grievance.

Management will set up this meeting and will respond to the grievance in writing within ten (10) business days after the meeting is held.

Step 3: If the grievance has not been resolved, within ten (10) business days of the Step 2 response, a meeting will be held between the Department Head, the City Administrator, the Union Business Agent, the Union Steward, and the Human Resources Manager (or designated representative) to discuss the grievance. A management representative will respond in writing with an answer to the grievance within ten (10) business days after the meeting is held.

Optional Step 4:

If the grievance has not been resolved based on management's response in Step 3, then the Union may, within ten (10) business days of the City's response, notify the City Administrator in writing of the Union's intention to request mediation conducted by the Federal Mediation and Conciliation Services (FMCS) or the Montana Department of Labor. **The City Administrator will have ten (10) business days to respond to the Union regarding whether or not the City agrees to participate in the mediation process.**

1. The parties must submit a signed, joint request for FMCS assistance. The parties must agree that grievance mediation is not a substitute for contractual grievance procedures.
2. The grievant is entitled to attend the mediation.
3. The parties must waive any time limits in this agreement while the grievance mediation step is being utilized.
4. The grievance mediation process is informal, and the rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made.
5. The mediator's notes are confidential and will be destroyed at the conclusion of the grievance mediation meeting. FMCS is a neutral agency created to mediate disputes and maintains a policy of declining to testify for any party, either in court proceedings or before government regulatory authorities.
6. The mediator will use problem solving skills to assist the parties, including joint and separate caucuses.
7. The mediator has no authority to compel a resolution.
8. If the parties cannot resolve the problem, the mediator may provide the parties in joint or separate sessions with an oral advisory opinion.
9. If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures in their collective bargaining agreement.

10. Nothing said by the parties during grievance mediation, nor any documents prepared for a mediation session, can be used during arbitration proceedings.
11. The parties must agree to hold FMCS and FMCS mediators harmless for any claim of damages arising from the mediation process.
12. The parties must agree to these procedures and guidelines.

Step 5: If the grievance is not resolved based on management's response in Step 3, the Union may, within ten (10) business days of the City's response, notify the Human Resources Manager in writing of the Union's intention to submit the grievance to final and binding arbitration. The Union shall request the Federal Mediation and Conciliation Service, the MT Department of Labor, or the American Arbitration Association to provide a list of seven (7) arbitrators. The parties, shall, within fifteen (15) business days of the receipt of the list, select the arbitrator by the method of alternately striking names with the parties flipping a coin to determine who strikes the first name. The final name left on the list shall be the arbitrator.

The arbitrator chosen will be contacted immediately and asked to start proceedings at the earliest possible date. During the arbitration proceedings, all evidence shall be presented. The arbitrator's decision shall be final and binding on both parties, but he shall not have the power to alter the terms of this Agreement, City Ordinance, State, or Federal Law. His decision shall be within the scope and terms of this Agreement and he shall be requested to issue his decision as soon as possible after the conclusion of the proceedings, including filing of briefs, if any. Expenses for the arbitrator's services shall be borne equally by the City and the Union.

- A. Other persons may replace any position mentioned in the above procedures, so long as the other party is notified in advance and provided that such appointee has full authority to act in the capacity of the person replaced.
- B. All disputes, controversies, or claims that are grievable (see section 5.1) must first proceed through the grievance procedure before then advancing to either arbitration or an alternative review process. An employee, who chooses an alternative review process, such as the Courts, State Agencies, or similar recognized judicial bodies, waives all rights for further review of his grievance through this Agreement's arbitration process.
- C. It is understood and agreed that when an employee files a grievance, the act of filing such a grievance shall constitute his authorization to the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer relating to said grievance. Such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

- D. Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.
- E. Business days shall be defined as Monday through Friday, excluding recognized City of Billings holidays.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

- 6.1 **WORKWEEK:** A workweek is a regularly recurring period of one hundred sixty eight (168) hours, in the form of seven (7) consecutive twenty-four (24) hour periods. The workweek need not coincide with the calendar week; it may begin any day of the week and any hour of the day unless otherwise specified in the supplement hereto. Each workweek stands alone. The beginning of the workweek may be changed if the change is intended to be permanent and is not designed to evade the overtime requirements of this Agreement.
- 6.2 **SHIFTS/SHIFT CHANGE:** All employees shall normally be scheduled to work a regular shift and each work shift shall have a regular starting and quitting time. Schedules may be changed by giving seventy-two (72) hours' notice to the affected employee(s), unless a shorter change is agreed to by the employee(s). Both parties understand, however, that emergencies may require a shift change and the notification of less than twenty-four (24) hours.
- 6.3 **WORK SCHEDULES:** Work schedules showing the employees, shifts, workdays, and hours, shall be posted on all department bulletin boards at all times.

When new/revised work schedules are prepared, management will endeavor to post said schedule changes at least two (2) weeks before the schedule's start date.

- 6.4 **LUNCH PERIODS:** All employees shall be granted a lunch period during each work shift consisting of more than four (4) hours. Whenever possible, the lunch period shall be scheduled at the middle of each shift. Shift workers may be required to eat lunch on the job during regular work hours in which case lunch shall be included as time worked.
- 6.5 **HOURS OF DUTY:** The normal working hours for full time members affected by this Agreement shall be forty (40) hours per week. Schedules calling for shifts other than five (5) eight (8) hour workdays per week may be implemented by the following conditions:
 - A. Mutual agreement between the parties to this Agreement.
 - B. The consent of the majority of the work crew or division if deemed by the City to be necessary for the efficient operation of that function.
 - C. Either party to this Agreement may initiate a request to introduce a shift greater than the eight (8) hour day.

- 6.6 BREAKS: Employees shall be entitled to two (2) fifteen (15) minute paid rest periods, one (1) approximately midway during the first four (4) hours and the second (2nd) approximately midway during the balance of the employees' shift. Shifts of less than seven (7) hours are entitled to one (1) fifteen minute paid rest period except those employees who receive no lunch break and work 6 hours; those employees shall receive two (2) fifteen (15) minute paid rest periods. Shifts over eleven (11) hours will receive a third (3rd) fifteen (15) minute paid rest period.

Such breaks cannot be used to offset coming to work late, leaving work early, or to extend the meal period. All breaks are subject to operational requirements and workloads.

ARTICLE 7 – COMPENSATION

- 7.1 Compensation:

Effective July 1, ~~2015~~**2018**, the base wage for each employee shall be increased by ~~3.2~~**2.9**%.

Effective July 1, ~~2016~~**2019**, the base wage for each employee shall be increased by ~~3.2~~**2.9**%

Effective July 1, ~~2017~~**2020**, the base wage for each employee shall be increased by ~~3.0~~**2.9**%

- 7.2 Deferred Compensation: The City agrees to contribute \$1,000.22 per employee per year through the end of the contract into a deferred compensation program. It shall be paid at the rate of \$38.47 per pay period. **The City will contribute the PERS employer's contribution rate for the difference in the City's annual health insurance contribution as calculated on January 1 of each calendar year as set forth in the following calculation: (Employer's annual Health Insurance contribution amount – \$10,152.00^a x Employer's current PERS rate + \$1,000.22^b = Employer's current year annual contribution to 457 Deferred Compensation. The City will contribute 1/26 of this amount each pay period.** If an employee leaves employment with the City, then the 457 contribution will be discontinued with the employee's final date of employment. Contributions will be made by the City on each employee's behalf to either Nationwide or ICMA 457 **the City's designated 457 Deferred Compensation** plan.s, whichever is designated by the employee. This contribution applies to non-probationary Teamster members, **but excludes employees who are on any leave without pay status, except Worker's Compensation.**

^a The annual employer's health insurance contribution amount for 2018.

^b The annual employer's 457 Deferred Compensation contribution for 2018.

- 7.3 HIGHER CLASSIFICATION: Whenever an employee performs work in a higher classification at the direction of a supervisor, such employee shall receive the higher rate of pay for all hours worked in the higher classification. The term "performs work in a higher classification" means the employee must perform at least one (1) job duty that is in the higher classification job

description, but not in the employee's regular job description. The employee will be paid higher classification pay only for the time when they are performing job duties that are not in the employee's regular job description. Employees will be paid at the step in the higher-grade position corresponding to their current step in their present position. Employees who are being cross-trained are excluded. (See 10.9).

- 7.4 STANDBY PAY: Employees who are required by the appropriate authority to remain available at all times, while off regular duty, on standby for emergency call-outs, shall be compensated for all standby time at a rate of \$1.75 per hour. Standby required for snow removal in the months other than the November 1st through February 28th timeframe will be scheduled as needed based on the projected weather outlook or other emergency call-out requirement.

In order to help ensure safe operations on the Airfield, eight (8) hours of rest for the Airport Operations employee is generally required each day, and will take place usually between the Airport Operations employee's shift and going onto standby, unless identified differently herein. From November 1st through February 28th, Airport Operations employees working the 1-2-4 shifts will not be on standby during the days they work the 1 and 2 shifts. During the days the employees work the 4 shift, they will be placed on standby eight (8) hours prior to the beginning of their shift, and on 16 hours of standby during their days off. All other Airport Operations shifts will be on standby for eight (8) hours on the days they are scheduled to work and on standby for 16 hours on their days off, taking into consideration the eight (8) hour rest period.

When a regularly scheduled ARFF/AFM employee is assigned in advance (on a posted schedule) standby, which falls on his/her day off, it shall be for their entire time off on that day.

NOTE: Airport Operations employees need to reference Departmental Order 019C on page 36 for additional Airport Standby/Pager Policy Information.

Street/Traffic Division employees will be given 24 hours' notice prior to being placed in standby status. Once notice of standby status is given, Street/Traffic Division employees shall remain on standby status until the employee's next regularly scheduled shift (which includes any vacation, sick, or compensatory leave.), or unless otherwise mutually agreed upon by employee and employer.

Employees, who are on standby status, must be fit for duty, and not under the influence of drugs or alcohol and furnish the appropriate authority or otherwise designated persons a valid telephone number or other method at which the employee may be immediately contacted. Employees who are on standby will be available at all times by telephone, pager, or cell phone. After notification, employees must immediately respond to the page or phone call and report to work immediately. Standby pay shall be interrupted for all actual hours paid at the overtime rate. Call out/overtime pay begins upon notification to report provided the employee arrives

within 45 minutes of receiving the call. Employees reporting beyond the 45 minute window will commence pay upon arriving at a city facility or worksite.

Employees who live within a five (5) mile radius from the City limits whose duties include utilizing City service vehicles in conjunction with their standby for emergency call outs shall be allowed to take the service vehicle home with them.

An employee who receives a telephone call for the purpose of troubleshooting problems but who does not report to a jobsite or city facility shall be compensated a minimum of 15 minutes pay or actual time for each issue. Employees are required to initiate calls to offsite employees using a city phone.

- 7.5 LONGEVITY PAY: In addition to the base salary, each employee shall receive longevity pay for the continuous satisfactory service with the City. Continuous service shall be terminated by resignation, dismissal or retirement; and interrupted by a leave without pay in excess of one hundred eighty (180) days. Workers Compensation leaves of absence will not be considered to be an interruption in service for longevity purposes. Longevity pay shall be computed as follows:

Longevity Pay (amounts below are per pay period for each completed year of service).

After year 6 -	\$2.68
After year 11 -	\$2.91
After year 15 -	\$3.01
After year 20 -	\$3.11

- 7.6 SHIFT DIFFERENTIAL PAY: A shift differential will be paid for an employee's entire shift, to any employee required to work greater than 50% of a scheduled work shift, as listed below:

Afternoon Shift - (6:00 p.m. - midnight) - \$0.~~80~~⁶⁵ per hour.

Graveyard Shift - (midnight to 6:00 a.m.) - \$0.~~95~~⁸⁰ per hour.

In the event a shift is evenly split between the two shifts, the employee will be paid shift differential for the actual hours worked in each shift.

- 7.7 OVERTIME: Employees required to work more than their normal work shift at the direction of a proper city authority shall be compensated at a rate of one and one-half (1 1/2) times the regular base hourly rate in fifteen (15) minute increments. Except at MET Transit, where overtime shall be paid after 40 hours per week. In addition, at MET Transit, any after-shift meetings shall be paid for at the overtime rate. Also, in the MET Special Transit area, the City shall have the right to dispatch the closest driver to a call at the end of the day. However, all scheduled overtime shall be awarded per contract/per seniority.

The employer shall determine the overtime work to be conducted and such work shall be awarded to the senior qualified employee wanting to perform the overtime work. Should no senior employee wish to perform the work in question it shall be assigned to the most junior qualified employee.

For the purposes of overtime, an employee shall provide one telephone number for the supervisor to call. The supervisor will contact employees in the order of the seniority list. In the event, the City is aware of a regularly scheduled shift that needs to be covered two hours or more in advance, then the senior employee shall have 10 minutes to return the phone call or they lose the opportunity for the overtime. Otherwise, when an employee is called for overtime and the employee does not immediately answer the phone at the number provided by the employee to the supervisor, the supervisor will call the next person on the seniority list. If the employee returns the call and speaks directly to the supervisor, then the overtime will be granted if the overtime shift is still available. If the shifts have already been filled, then the employee misses that overtime shift.

Employees who are on sick leave for a full, regularly scheduled work day will not be considered for overtime assignments for that day. Employees who are on vacation or otherwise off duty on a regularly scheduled work day shall notify their supervisor in writing in advance stating they desire to be considered for overtime assignments during their leave.

All previous letters of understanding on the issue of assignment of overtime work shall be null and void when computing overtime.

In order to maintain consistent and efficient operations during snow removal, the Aviation and Transit Department, ARFF/AFM Division may deviate from the seniority language in Article 2, Section 2.1.H. to allow the scheduling of snow removal crews in a manner that maintains consistency with regard to assigned functions (ARFF or AFM work groups) and work shifts. Every effort will be made to limit short turn-a-round shifts and movement between morning and nighttime shift rotations. During all other overtime conditions, the ARFF/AFM Division will adhere Article 2. Section 2.1.H. when assigning overtime.

When an employee is working on a specific task, which is not completed by the end of his/her shift, and the City determines that the task should be completed on an overtime basis, the employee shall be assigned to do the overtime work. However, if at the time the task is begun, the City can reasonably anticipate that the task will extend beyond the end of the shift, and that overtime work will be required, the City shall, to the extent practical, offer the opportunity to perform the task to the qualified employee(s) with higher seniority. Should the employee(s) with the higher seniority refuse the work, the least senior employee will perform the work.

If an employee elects to work an overtime shift and then fails to cover that shift, then the employee will lose his/her right to bid the next available overtime shift, with the exception of voluntary shifts that have already been assigned to the employee.

- 7.8 COMPENSATORY TIME: Employees may accumulate up to two hundred forty (240) holiday/overtime hours of compensatory time to be taken by request after being granted time off by their supervisor. After two hundred forty (240) hours have been accumulated, the employee must accept pay for the holiday/overtime worked. If an employee provides a written request to Human Resources, their accumulated compensatory time may be cashed out.

In the Department of Aviation and Transit, employees may accumulate up to two hundred forty (240) holiday/overtime hours of compensatory time. However, employees in the Aviation Division may only be granted up to 120 hours of comp time off per contract year. However, if/when an employee has a qualified FMLA request or when their sick leave bank has been depleted, then the employee can use all their accumulated comp time bank. Any remaining time can be cashed out by the employee per the above paragraph.

- 7.9 CALL OUTS AND COURT TIME: An employee who has left the job site and is called back to work or called to appear before a judicial criminal review body, outside of the employee's regularly scheduled work hours, shall be compensated at a rate of one and one-half (1 ½) times the employee's regular rate of pay for a minimum of two (2) hours. In the event the call out extends into the employee's regularly scheduled work shift, the time and one-half (1 ½) rate of pay shall be paid for only the actual time spent before the regular shift started.
- 7.10 NO PYRAMIDING: Nothing contained in this Agreement shall be interpreted as requiring a duplication or pyramiding of Holidays, Call-out and Court Time, Stand-By, Training Time or other form of overtime payments involving the same hours of labor.
- 7.11 COMPENSATION FOR TRAINING: The Employer will compensate the employee for training attendance when all of the following conditions are met:

- The attendance is within normal working hours or the Employer adjusts the work schedule to accommodate the training.
- The attendance is required by the Employer.
- The training is directly related to the employee's current job assignment.

Travel time will be considered time worked when all of the following conditions are met:

- The employee travels during normal working hours, regardless of the day of the week.

- When required to stay overnight in another city.

An employee's shift shall be adjusted in order to prevent the employee from having to initiate travel immediately after the completion of his/her shift.

- 7.12 COMMERCIAL DRIVER'S LICENSE: The City will pay for time spent in taking the required test for "commercial driver's license." The City will pay for the cost of renewals and endorsements for those employees required to have such as part of their position requirements. (This applies to renewals and promotions only - not new hires.) Any employee required to obtain this license as a condition of employment shall have 90 days from the date of hire to obtain said license. The employee will be granted up to a 30-day extension in the event the license cannot be obtained within 90 days through no-fault of the employee. The employee shall report to their supervisor in the event that they no longer hold a Commercial Driver's License. If an employee loses their Commercial Driver's License for any reason they must inform their supervisor immediately.

If any employee requires a follow-up visit to the physician who conducts a required Department of Transportation (DOT) physical, then the City agrees to pay for one follow-up visit in order for the employee to obtain the required certification.

- 7.13 PHYSICAL/MENTAL EXAMS: Physical and/or mental examinations required by the City shall be promptly complied with by all employees. The City must have a valid reason to require such examination and provide the reason in writing if requested. The City shall pay for all such required exams and for all time spent at the place of the exam. The City reserves the right to select its own medical examiner or physician, and the employee may be re-examined at his/her own expense.
- 7.14 LEADWORKERS: Non-supervisory employees, who are assigned a limited responsibility for supervising the work performed by their co-workers, may be designated as a Leadworker. ~~Leadworkers may assume and exercise supervisory responsibilities and authorities up to, but not including the full definition of a Supervisor as specified in State Law.~~ **Leadworkers are employees who have one or more employees assigned to their area of expertise and who assist, direct, plan, schedule work, assign, evaluate and review the work of assigned employee(s). Leadworkers do not have authority beyond that stated above.**

Leadworker assignments must be initiated and terminated with the Department Head's approval. A Leadworker position must be posted in the appropriate division/department to allow interested employees to apply. Assignments may be made for indeterminate periods of duration.

- A. Leadworker Rates of Pay: Employees assigned as Leadworkers shall be paid at a base rate that exceeds their normal base rate by two pay grade increments (approximately 10%) for the duration of the assignment, providing:
1. the Leadworkers assignment is scheduled to exceed one full regular shift in duration.
 2. the Leadworker assigned is classified at the same or a lower pay grade than the co-workers that he or she is supervising. Leadworkers, who are classified at two (2) or more pay grade increments above the highest grade of employee that they will be a Leadworker for, shall not qualify for any additional pay; as relating to their Leadworker assignment.

ARTICLE 8 - LEAVES OF ABSENCE

8.1 VACATIONS:

- A. Each full-time employee is entitled to and shall earn annual vacation leave credits from the first full pay period of employment. For calculating vacation leave credits, two thousand eighty (2,080) hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been employed for a period of six (6) months. Vacation leave credits shall be earned at a yearly rate in accordance with the following schedule:

<u>Years of Employment</u>	<u>Working Days (8 Hours) Credit Per Year</u>
1 Full Pay Period through 10 Years	15
11 Years through 15 Years	18
16 Years through 20 Years	21
21 Years and More	24

Permanent part-time employees are entitled to prorated annual vacation benefits once they have been employed by the City for a period of six (6) months.

- B. Separation from service or transfer to another department - cash for unused vacation leave. An employee who terminates his employment with the Employer shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period. However, if an employee transfers within the Employer's jurisdiction, there shall be no

cash compensation paid for unused vacation leave. In such a transfer, the receiving department shall assume the liability for the accrued vacation credits transferred with the employee.

- C. Accumulation of leave - "Annual Leave" may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. Excess vacation time is not forfeited if taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued.
- D. Vacation leave shall not accrue during a leave of absence without pay, the duration of which exceeds fifteen (15) days.
- E. Unused earned vacation and/or compensatory time shall be paid to the employee at his/her regular rate of pay at the time of separation from service.
- F. In the event of death of an employee, a check for the unused earned vacation time shall be made out to the employee at his/her regular rate of pay and given to the beneficiary listed on the City's life insurance policy.
- G. The dates when employee's vacations shall be granted shall be determined by agreement between each employee and their supervisor, with regard to division seniority. The Employer will not unreasonably cancel an employee's vacation. When canceling vacation, the Employer will notify the employee in writing at least two (2) weeks in advance of the scheduled vacation time with the reason for the cancellation, except in emergency situations affecting the health, welfare, and safety of the City. This shall apply to the annual vacation sign up calendar only. In all other cases, a vacation may be granted by a supervisor with at least one day's notice from the employee. That same vacation may be canceled by the supervisor with at least one day's notice to the employee, except in emergency situations affecting the health, welfare, and safety of the City. Nothing herein shall prevent the Employer and employees from mutually agreeing to changed vacation dates. Employees shall be notified within two (2) weeks as to whether their request for vacation has been granted. Employees shall notify their supervisor in writing at least two (2) weeks in advance of their scheduled vacation if they intend to cancel that vacation. The reason for the cancellation must be included. It is understood by the Employer that there may be emergency situations that would preclude this two (2) week notification.
- H. Holidays, including those allowed in lieu of the actual holiday, occurring while an employee is on a paid vacation, shall be earned by the employee and not charged as vacation.
- I. Vacation charges shall be charged to the nearest quarter (1/4) hour.

- J. Leave of absence without pay may be used to extend regular vacation, with prior approval of the employee's supervisor.
- K. It shall be unlawful for the Employer to terminate or separate an employee from his employment in an attempt to circumvent the provisions of the law or of this Agreement.
- L. Posting Open Vacations - Communication Center Only
 - 1. Vacation weeks opened by attrition or other reasons shall be re-posted and taken as long as minimum staffing of twenty-four (24) qualified employees are available. If any less than twenty-four (24) qualified employees are available, vacations will be re-posted at the discretion of the Communication Center Manager.
 - 2. All eligible junior employees shall have three-weeks of scheduled vacation before vacated weeks are offered to senior employees.
 - 3. Vacation weeks that are re-opened for bid shall be posted and offered to the most senior employee. That senior employee has the right to pass on the week(s) offered. The senior employee will stay on the top of the rotation until he/she takes an additional week. At that time, the next opening will first be offered to the next senior employee, etc. Should all eligible employees get an extra week, any additional weeks will start at the top of the seniority list again.

8.2 SICK LEAVE:

- A. Each employee is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, two thousand eighty (2,080) hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate sick leave credits shall be earned and credited at the end of each pay period. Full-time employees earn paid sick leave from the first full pay period of employment at the rate of eight (8) hours per month, without restriction as to the number of hours that may accumulate. Employees may use earned sick leave after being employed ninety (90) consecutive days. Part-time employees are entitled to pro-rated sick leave if they have a regularly scheduled work assignment and normally work at least twenty (20) hours per week.
- B. An employee may not accrue sick leave credits during a continuous leave of absence without pay, which exceeds fifteen (15), calendar days. Employees are not entitled to be paid for sick leave until they have been continuously employed for ninety (90) calendar days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits earned.
- C. An employee who terminates employment with the Employer is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave.

The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time of such termination of employment. The payment therefore shall be the responsibility of the Employer. No employee shall forfeit any sick leave rights or benefits accrued prior to July 1, 1971. If an employee transfers to a state or county agency within the Employer's jurisdiction, a lump-sum payment shall not be due. In such a transfer, the receiving agency shall assume liability for the accrued sick leave credits and transferred with the employee.

- D. An employee who received a lump-sum payment pursuant to this Agreement and who is again employed by the Employer, shall not be credited with any sick leave for which the employee has been previously compensated or lost under the sick leave compensation lump-sum payment outlined in 8.2.B. above.
- E. Sick leave credits must be earned prior to their use.
- F. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave.
- G. Sick leave charges shall be charged to the nearest quarter (1/4) hour.
- H. Medical appointments, during the employee's scheduled work shift, shall be charged to sick leave, in quarter (1/4) hour increments. Each absence shall be reported to the supervisor prior to sick leave use.
- I. Employees covered by the Worker's Compensation Act are entitled to benefits administered by the Worker's Compensation Division when they suffer injury or illness as a result of their employment. Employees may elect to use sick leave credits or Worker's Compensation payments.
- J. Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.
- K. If an employee is sick for three (3) consecutive working days then his/her supervisor may request a return to work notification from a licensed physician upon that employee returning to work. In addition, if an employee is off three (3) working days, he/she must provide periodic updates as to the healing progress/expected return to work date. Any physician visits needed to obtain the necessary return to work information or update information would be paid for by the employee.
- L. Proven abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this Agreement. The Employer must be able to substantiate any charges of sick leave abuse that result in an employee's dismissal and forfeiture of the lump-sum payment. A physician's certificate to substantiate a sick leave charge may be required by an employee's supervisor. In the event an employee is required to

furnish a physician's certificate, such expense shall be paid by the Employer. The City reserves the right to select the physician and schedule such appointments. Failure to comply with these requirements may result in disciplinary action. In the event an employee becomes incapable of performing the duties of his regular classification through illness or injury, the Employer may transfer the employee, with the employee's consent, to a position for which the employee is qualified, provided the change can be accomplished without displacing another employee. If no transfer is made, the employee will be terminated.

- M. FAMILY EMERGENCY SICK: Family Emergency Sick will be charged against an employee's sick leave credits and shall not exceed a total of forty (40) hours per contract year. This time must be used for an accident, illness, exposure to a contagious disease that required quarantine, or a medical, dental, or vision examination or treatment of an immediate household family member, and/or parents and/or parents-in-law, and must be reported to the supervisor prior to sick leave use. Employees are allowed to use sick leave for family in either a block of time or intermittently, but no less than fifteen (15) minute increments; however, the total time per year may not exceed forty (40) hours.
- N. In the event of the death of an employee, a check for one hundred (100) percent of the unused earned sick leave shall be made out to the employee at his/her regular rate of pay.
- O. ATTENDANCE INCENTIVE PLAN: There is an attendance incentive plan, which provides up to twenty four (24) hours of additional vacation time per contract year, depending upon the employee's attendance record. The amount of incentive to be awarded will be determined at the end of each contract year. The maximum of twenty-four (24) hours will be reduced, hour for hour, for each hour of sick leave which the employee has used during the contract year. Funeral leave will not be considered as sick leave when determining attendance incentive awards.

8.3 MATERNITY/PATERNITY LEAVE:

- A. Maternity/Paternity Leave: For the birth or adoption of a child, the provisions of the Family and Medical Leave Act and the Montana Maternity Act apply. Please refer to City policy.

8.4 HOLIDAYS:

- A. Employees shall be granted the following holidays without loss of pay:
 - 1. January 1 - New Year's Day.
 - 2. Third Monday in January - Martin Luther King Day

3. Third Monday in February - Lincoln's and Washington's Birthday.
 4. Last Monday in May - Memorial Day.
 5. July 4 - Independence Day.
 6. First Monday in September - Labor Day.
 7. Second Monday in October - Columbus Day.
 8. November 11 - Veteran's Day.
 9. Fourth Thursday in November - Thanksgiving Day.
 10. December 25 - Christmas Day.
 11. Every day declared a legal holiday by the Governor of Montana, or the Mayor of Billings.
 12. Every day in which a general election is held throughout the State of Montana.
 13. Personal Days: Employees are entitled to schedule a two personal days off. These two days will be paid at the straight time rate of pay. These two days an employee may use as his/her personal days must be scheduled with his/her supervisor the same as a vacation day. The personal days must be taken by the employee between July 1 and June 30, or lost. If an employee is hired on or after March 1 – **May 31**, then they will only have access to one (1) personal day through June 30. **If an employee is hired in June, then they will not have access to a personal day.** An employee cannot work on his/her personal days; they must be a day off. Eight (8) hours is the time allowed for an employee to be paid for each personal day; however, if the employee works a ten 10-hour shift, then ten (10) hours is the maximum time allowed for an employee to be paid for each personal day. The maximum number of hours paid by the City for a each personal day will not exceed ten (10) hours.
- B. Employees required to work on a holiday will be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for hours worked or may accumulate compensatory time at the rate of one and one-half (1 1/2) times the number of hours worked at the employees option.
 - C. The dates when employee's accumulated compensatory time shall be granted shall be determined by agreement between each employee and their supervisor, to the best interest of Employer, as well as the best interests of each employee.
 - D. Employees will not be charged vacation or sick leave for holidays that fall while an employee is on authorized vacation or sick leave.

- E. When a holiday falls on a full time employee's scheduled day off, the employee shall receive the equivalent of his/her customary work shift at straight time. Employees working a five (5) day, eight (8) hour shift, and not required to work the holiday, shall receive forty (40) hours pay for thirty-two (32) hours work and any work over 32 hours shall be considered overtime. Employees working shifts greater than eight (8) hours will be treated in a like manner.
- F. Any full-time employee who is scheduled for a day off on a day which is observed as a city recognized holiday shall be entitled to receive a day off with pay. This would allow a day off with pay in addition to the employee's regularly scheduled day off. By mutual agreement of the supervisor and the employee, the holiday must be taken any day within the workweek in which the recognized holiday falls. In either case, once the holiday is set, it cannot be changed for any reason, including if the employee is sick on the designated holiday. Part-time employees receive pay for the holiday on a pro-rated basis.

- 8.5 **MILITARY LEAVE:** An employee who is a member of the organized National Guard of the State of Montana or who is a member of the organized reserve corps, or forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, shall be given leave of absence with pay, after six (6) months of employment, for attending regular encampments, training cruises, or similar training programs, not to exceed fifteen (15) working days per calendar year under military orders properly issued by military authorities. Such absence shall not be charged against other leave credits earned by the employee. Paid military leave is not intended for weekend duty or regularly recurring drill.
- 8.6 **FUNERAL LEAVE:** In the event of a death in the immediate family (spouse, parents, stepparents, brother, stepbrother, sister, stepsister, children, stepchildren, household dependents, grandparents, grandchildren, and all the same relatives of the employee's spouse in like degree) an employee shall be entitled to a maximum of 40 sick leave hours off, with pay, to attend the funeral. Funeral leave will be granted to common-law spouses as long as the common-law form is completed and on file in Human Resources.
- 8.7 **JURY SERVICE AND SUBPOENA:** The employee shall inform his/her supervisor immediately upon receipt of the notice of summons for jury duty or a witness subpoena so that proper scheduling may be maintained. Each employee who is under proper summons as a juror or subpoenaed as a witness shall collect all fees and allowance payable as a result of the service and forward the fees to the Employer. Juror and witness fees shall be applied against the amount due the employee from the City. However, if an employee elects to charge his juror or witness time against his annual leave, he shall not be required to remit to the Employer. In no instance is an employee required to remit any expense or mileage allowance paid by the court. Employees shall not lose cumulative benefits because of juror or witness service.

8.8 LEAVES WITH OR WITHOUT PAY:

- A. Employees may take leaves of absence with or without pay, subject to the prior approval of the Employer. Requests must be submitted in writing to the immediate supervisor within a reasonable time prior to the requested starting date. The request must also state the reason for the leave and the requested duration of the leave. The supervisor shall respond to the employee in writing giving the reasons for denial. With the exception of B. below, all vacation and compensatory time must be exhausted before a leave without pay may be requested.
- B. Any employee subject to this Agreement elected or appointed to public office shall be entitled to a leave of absence not to exceed one hundred eighty (180) days per year while such employee is performing public service. Any employee granted such leave shall make arrangements to return to work within ten (10) days following the completion of the service for which the leave was granted unless such employee is unable to do so because of illness or disabling injury certified to by a licensed physician.

8.9 GENERAL LEAVE PROVISIONS: Absence from work without permission constitutes just cause for discipline up to and including discharge.

ARTICLE 9 - INSURANCE

9.1 WORKERS' COMPENSATION AND UNEMPLOYMENT: The Employer shall carry Workers' Compensation Insurance on all employees. (MCA 39-71-401) The Employer shall make all necessary arrangements to insure that all employees covered by this Agreement will be covered by Unemployment Insurance.

9.2 HEALTH AND LIFE INSURANCE:

- A. The following language will apply to health insurance:
 - 1. Future contribution changes to the City's Health Insurance Plan shall be shared equally (50%/50%) between the employees and the City. Contribution changes can be either increases or decreases. Contribution adjustments can be either in dollars contributed or in modifications to the plan benefits. All modifications shall be with the approval of the Insurance Committee. It is the intent of the Committee to reach the consultant recommended reserve level over a period of time.
 - 2. Billings Health Insurance Committee: The City of Billings shall establish a City of Billings Health Insurance Committee to maintain a group health insurance plan for employees of the City of Billings and their dependents. The committee shall consist of 15 members appointed as follows:
 - a. Three (3) members of each employee union appointed by each union.

- b. Six (6) members appointed by the City Administrator. One (1) member shall be a retired city employee currently covered by the city health insurance plan.

The Committee will manage the City Health Insurance Plan and report directly to the City Administrator. The committee shall meet at least quarterly to:

- 1). Review the existing city group health insurance plan;
- 2). Review the claims experience, projections and plan problems;
- 3). Maintain the plan on a sound actuarial basis;
- 4). Be responsible for all changes in plan design, administrators or carriers;
- 5). Establish plan premium rates and cost sharing by both the City and the employees;
- 6). Advise the City Administrator on all other group insurance matters;
- 7). Decisions will be made by a simple majority vote where all members have one vote and can vote by absentee ballot.

- c. The Committee will periodically reevaluate the Plan to make sure the City is receiving the best cost and services.

B. Coverage shall be extended to all insurable employees and their insurable dependents, following the period of exclusion provided by the terms of the master insurance policy. All employees and dependents' participation and coverage shall be solely governed by the terms and conditions of the master insurance contract as signed by the City and the insurance carrier. Coverage shall be extended to only those employees while in an active pay status. Employees on an approved absence without pay may elect to continue their group coverage by directly paying the City the total premium cost during their absence.

C. The Health Insurance coverage shall be extended to employees, on a leave of absence without pay, due to job related injury or illness, for a maximum of six (6) consecutive months. The employee and dependents will become ineligible for active health insurance coverage after six (6) months, and will then be offered the option to elect COBRA coverage.

ARTICLE 10 - GENERAL CONDITIONS

10.1 UNION BULLETIN BOARDS: The Employer agrees to provide suitable space for the Union bulletin boards. There should be no more than one bulletin board per division, which shall be placed in an area generally frequented by employees, and not by the general public. The decision on size and placement of the bulletin boards shall be made by the Employer in consultation with officials of Teamsters Local #190.

Posting by the Union on such boards shall be confined to official business of the Union. In order to assure the Union and the Employer that only official business is posted on said bulletin boards, each announcement so posted shall have prior approval by the Secretary-Treasurer of Teamsters Local #190, or his designated representative.

It shall be the responsibility of the Union to monitor the bulletin boards.

10.2 SAFETY: Employees shall be required, in the performance of their duties, to:

- A. Exercise precaution;
- B. Use normal safe working practices;
- C. Observe and obey safety postings and rules;
- D. Use and care for required protective equipment and gear, as furnished by the City;
- E. Report all accidents to their supervisor as soon as reasonably possible.

The Employer will maintain all equipment in a safe working condition. However, it shall be the responsibility of the employee to immediately call to the supervisor's attention any unsafe condition. If an employee has safety concerns that are not addressed by the supervisor, then the employee needs to go to the Division Manager. The Division Manager will consult with qualified and/or certified experts and/or documentation, including but not limited to Fleet Services, OSHA manuals, and the Citywide Safety Committee. The Division Manager shall determine the corrections needed to remedy the situation. Less immediate safety concerns also should be reported to the Citywide Safety Committee. An employee will not be disciplined for reporting the safety concern to either the Division Manager, the Safety Committee or invoking his/her rights under city, state or federal laws.

The City of Billings will maintain a Citywide Safety Committee meeting the requirements of the Safety Culture Act administered by the Montana Safety and Health Bureau. Members will consist of Management and representatives from all Unions. It is agreed that the Teamster employees will be represented on the Citywide Safety Committee by three (3) Union selected members. The Citywide safety committee shall meet on a bimonthly basis and maintain a tracking system for items brought forward to the committee. **The City agrees to respond to an employee's written safety complaint which is brought to the committee**

within twenty (20) business days. The City will contemporaneously provide a copy of its response to the Union regarding the employee's safety concerns.

- 10.3 UNIFORMS: The City agrees to furnish eleven (11) sets of uniforms to all uniformed employees, currently receiving nine (9) sets and safety equipment, to employees during the term of this agreement. The City's contribution for safety shoes for those employees who are required to wear safety shoes will be \$130.00 per year. The City agrees to provide body armor to Airport Police, up to \$130.00 per year for shoes for Airport Police officers, any new Airport officer will be provided a duty weapon (caliber and design determined by the Director of Aviation & Transit), and mechanics will be provided eleven (11) sets of uniforms. Meter enforcement personnel will be provided a winter coat to be replaced on an as needed basis, and will have shorts added to the approved clothing list. Garage attendants will be provided three (3) tee shirts and three (3) sweatshirts. Safety equipment (i.e., glasses and steel-toed boots (does not include standard hard-soled work shoes/boots) as required by the City will also be provided if not previously required as part of the job.

City agrees to purchase overshoes for MET Transit employees and allow cargo shorts as a uniform selection.

City agrees to **provide \$80.00 per year** purchase four ~~(4)~~ polo shirts for the Police Support Specialists **to purchase approved uniform attire.**

City agrees to a polo shirt for Parking Enforcement with "Parking" silkscreened on the back and the Parking Enforcement badge on the chest.

City agrees to provide \$255.00 per year for uniforms for drivers in the MET Transit division. In addition, the City agrees to provide a rain suit (jacket and pant) if requested by the driver.

- 10.4 PARKING: The City will provide free rooftop parking for all employees covered by this Agreement.
- 10.5 INSPECTION BY BUSINESS REPRESENTATIVES: The City of Billings agrees that Business Agents of the Union shall be given access at the places of business of the City during normal hours of operation, for the purpose of grievance investigation and handling and to ascertain whether or not the terms of this Agreement are being observed, providing the Business Agent notifies the supervisor prior to entering the place of business.
- 10.6 SHIFT TRADING: Upon approval of the supervisor any employee may exchange shifts or trade time with any qualified employee in their division. The practice of exchanging shifts or trading time will be a voluntary program (no penalty or cost shall be incurred against the City) by the employee in order to permit an employee to absent him/herself from work to attend purely personal pursuits. If an employee fails to cover an agreed to shift trade, he/she will lose their

right to trade shifts for 3 months, with the exception of payback time/shifts already owed at the time of this contract.

10.7 VACANCY ANNOUNCEMENTS: When the Employer determines that a permanent position is vacant, the position will be posted on the bulletin boards City-wide on the nearest business day before or after public notification. The announcement will contain the vacant position title, location, assigned hours and days of work, salary and the dates for applying. All employees interested in applying for the vacant position must apply in writing within the application dates through the Human Resources Office. On such vacancy announcements, the City shall also denote positions filled.

- A. The City and the Union agree that all Teamster designated position vacancies shall be filled by the City on the basis of experience, skill, training, job performance, disciplinary record, attendance record, and work-related references. Should these factors be relatively equal, the senior qualified employee shall be awarded the position. For purposes of this section, the most senior qualified employee is defined as the person with the most citywide seniority. In cases where it is contended that a promotion was arbitrarily made, the decision of the City shall be subject to review by the grievance process. If arbitration is held concerning the assertion that the City's decision was arbitrary, then the arbitrator shall decide and may consider the City's basis for making the hiring decision including the experience, skill, training, job performance disciplinary record, attendance record and work-related references, of the prevailing applicant.
- B. The City agrees that an interview shall be given up to the four (4) most senior teamsters' applicants who possess the minimum qualifications for the position.
- C. Employees shall not have the right to apply for posted job vacancies outside their present Division within one (1) year from the date of hire, transfer, or promotion. The City shall, however, have the right to waive this requirement by mutual agreement, if in the best interests of the City and it would result in maintaining the efficiency and productivity of the City's operations.
- D. The days of work for the advertised position shall remain as posted in the vacancy announcement for the first 30 calendar days from the date the position is filled.
- E. If an employee who successfully applies for a job returns to his old job within thirty (30) working days, the next qualified applicant (subject to paragraph C of the Article) will be awarded the job.

Within the first thirty- (30) working days on a new job, the employee may voluntarily return to his previous job. The employer may return an employee to his previous job at any time within thirty (30) working days. This time period may be extended with mutual agreement. Provided nothing herein shall prevent a voluntary trial period on a new position prior to actual transfer at the employee's option. If the employee returns

to his or her previous position for either of the above reasons, the provisions of paragraph C will apply to that individual.

10.8 JUSTIFIABLE CAUSE:

- A. Employees may be subject to disciplinary action by the Employer for just cause.
- B. For other than serious infractions, disciplinary action shall be based upon progressive discipline based upon warning letters, suspension and/or termination. The employee and the Union shall be notified in writing of any disciplinary action within fifteen (15) business days after the violation, or the first knowledge of the violation in question, is known to the City. In cases where a due process hearing is involved this notification shall be increased to within twenty (20) business days. However, both parties recognize that from time to time additional information may be needed and that hasty action would be detrimental to all parties. Therefore upon notification, the fifteen (15) business day period will be waived for a reasonable period of time.

All disciplinary notices will be considered current and in effect for a period of twenty-four (24) months after the date of issue.

- C. New employees shall be on probation for a period of twelve (12) months from the date of their employment: All probationary employees may be discharged at the sole option of the Employer without recourse to the grievance procedure. Probationary periods for temporary employees shall begin on the first day of employment as a permanent employee in a new job classification. If a temporary employee becomes a permanent employee in the same position they held as a temporary employee both the probationary period and seniority shall run from their date of hire as a temporary employee.

10.9 CROSS-TRAINING: The City agrees to implement a means by which an employee may voluntarily cross-train in his/her department for a job task that carries a higher grade and rate of pay. In order for an employee to be eligible to participate in a cross-training program, he or she must possess the necessary aptitude and attitude as determined by the City. An employee in a cross-training program shall be paid at his/her regular rate of pay until such time as the employee is spending over twenty-four (24) cumulative work hours in one (1) work week in the higher pay grade position. Exception - The Communication Center can cross-train on an unlimited basis, without having to pay the higher pay rate, in order to train employees. The City agrees not to use cross-training individuals to fill full-time openings that should be put up for bid.

10.10 NEW HIRE NOTIFICATION TO UNION: The City agrees to notify the Union each Monday morning of all new hires within the bargaining unit excluding temporary help. However, the City agrees to notify the Union if the temporary help should become a full-time regular or part-time employee. The City shall also notify the Union of all terminations.

10.11 NON-DISCRIMINATION LANGUAGE: The Union and the City agree that no employee will be discriminated against on the basis of race, color, religion, sex, age, disability, or Union activity.

10.12 JOINT LABOR MANAGEMENT COMMITTEE: When appropriate, a Joint Labor/Management Committee shall be created in any department/or division, upon mutual agreement. This committee will be made up of no more than three (3) union employees and three (3) management employees. A business representative and a representative from Human Resources may also participate. This committee shall meet, as needed, during the life of this contract to discuss work issues. Recommendations will be made by consensus. If parties are unable to reach consensus, then the issue shall exit the Committee and each party will have the same rights and or obligations related to the issue that each had prior to the issue being submitted to the Committee.

10.13 CREATE, COMBINE OR RECLASSIFY JOBS: The Union recognizes the City's management right to create, combine or reclassify jobs during the duration of this contract. Whenever jobs are created, combined or reclassified, the City shall notify the local Union before the changes occur. The City shall be allowed to establish a temporary rate of pay for such job changes and will negotiate with the Union a regular rate of pay after the job duties for the position have been standardized.

10.14 MET Transit:

- A. For any blocks of work that have three (3) start times per day, the City will modify the block of work so that there are only two (2) start times per day. All future blocks of work will have no more than two (2) start times.
- B. City will change from 4 - 80 hour blocks of work to 9 - 80 hour blocks of work. City will change from 9 - 78 to 79 hour blocks of work to 11 - 78 to 79 hour blocks of work.
- C. Fulltime 40 hour Paratransit Blocks will have scheduled start times with variable end times that may fluctuate on a daily basis depending on demand from the ridership.

ARTICLE 11 - TERMS OF AGREEMENT AND NEGOTIATIONS

This Agreement shall become effective on the 1st day of July 2015, and shall continue in full force and effect through the 30th day of June 2018.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all the understandings and agreements arrived at by the parties after their exercise of that right and opportunity are set forth in this Agreement. Therefore, Employer and Union, for the life of this Agreement, each

voluntarily and unqualified waives the right and releases the other from the obligation to bargain collectively with respect to any subject or matter referred to or covered in the Agreement, or with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. As well, this Agreement supersedes all prior written agreements or MOU's of any kind unless they are reduced to writing and incorporated into this agreement.

The foregoing waiver shall not be binding if the parties mutually agree to engage in collective bargaining, with respect to a particular subject or matter covered or not covered in this Agreement.

ARTICLE 12 - MINIMUMS CLAUSE

The terms hereof are intended to cover only minimum wages, hours, working conditions and other employee benefits. Employer may place superior wages, hours, working conditions and other employee benefits in effect and may reduce the same to the minimums herein prescribed without the consent of the Union.

During the life of this Agreement or any extension thereof, neither party shall be obligated to bargain collectively with respect to any matter unless specifically required to do so under existing law or by the express terms of this Agreement.

ARTICLE 13 - SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be held unlawful or invalid by any court or agency of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to negotiate immediately a substitute for the invalidated Article, Section, or portion thereof. Any City ordinance passed subsequent to the adoption of this Agreement that would contravene the terms of this Agreement shall not apply during the life of this Agreement.

ARTICLE 14 – NO STRIKE – NO LOCKOUT

The Employer and Union agrees to the essential nature of services provided by its members to the public. In recognition of this fact, the Union agrees that there shall be no work interruptions, sympathy strikes, slowdowns, or strikes at any time during the Agreement. In the event of unauthorized interruptions, the Union agrees it will join the Employer in requiring its members to return to work immediately. The Employer agrees that there shall be no lockout of employees during the life of this agreement.

IN WITNESS WHEREOF, said parties of this Agreement hereunto set their hands and seals this 23rd day of November, 2015.

FOR THE CITY OF BILLINGS

By: _____
William A. Cole Thomas W. Hanel, Mayor

ATTEST:

By: _____
Denise Bohlman Billie Guenther, City Clerk

FOR THE TEAMSTERS LOCAL 190

By: _____

Jim Larson, Secretary-Treasurer

ATTACHMENTS:

1. Departmental Order, Order Number 019~~CB~~, Subject: Airport Standby/Pager Policy
2. Departmental Order, Order Number 20, Subject: ARFF/AFM Division Holiday Pay Policy
3. Letter of Understanding, Winter Overtime policy for the Department of Aviation & Transit ARFF/AFM employees.
4. Memorandum of Understanding on the City/County 911 Center breaks
5. Memorandum of Understanding regarding City Ordinance Safety Issues
6. Memorandum of Understanding Public Works Department – Treatment Plant Technicians
- 7. Memorandum of Understanding Solid Waste Overtime and Seniority List**
8. Teamster Range Placement Table (use updated titles)

Appendix: Random Drug/Alcohol and Reasonable Suspicion Policy

~~July 1, 2004~~

~~DEPARTMENTAL ORDER
ORDER NUMBER 019B~~

MEMORANDUM

TO: _____ All ARFF/AFM Employees
FROM: _____ Thomas H. Binford, A.A.E., Assistant Director of Aviation
SUBJECT: _____ **AIRPORT STANDBY/PAGER POLICY**
CANCELLATION NO: _____ 019A
EFFECTIVE DATE: _____ **July 1, 2004**
APPROVED BY: _____ J. Bruce Putnam, A.A.E., Director of Aviation and Transit

I. ~~The following policy was developed to direct ARFF/Airfield Operations employees in regard to Division standby and pager requirements.~~

II. ~~Standby requirements will be as follows:~~

1. ~~Employees who are assigned to be on standby will be issued an electronic paging device and are required to remain available at all times, while off regular duty, and for call-outs.~~

~~A standby schedule listing employee names and associated hours of standby duty will be posted.~~

~~Additional personnel may be placed on standby as determined necessary by Airport Management.~~

2. ~~Call-outs are used to manage ALL:~~

- ~~— Snow Removal Operations~~
- ~~— ARFF Emergencies~~
- ~~— FAR Part 139 Violations — Airfield~~
- ~~— FAR Part 107 Violations — Security~~
- ~~— Other conditions/circumstances deemed urgent by Airport Management which are necessary for the safe operation of the Airport.~~

3. ~~Upon activation of the pager tone, employees must acknowledge the page by calling Airfield Operations on the telephone at 657-8496, or on AIR 1 (800 MHz Radio) within fifteen (15) minutes to receive instructions.~~

~~After receiving instructions from a supervisor, or his/her designate to report to work, the employee shall respond to the Airfield Operations Building within one (1) hour.~~

~~If it is determined that not all of the employees on standby are needed at the time of the page, employees will be called out with regard to seniority and by function.~~

- ~~4. Standby pay shall be interrupted for all actual hours paid at the overtime rate. The overtime rate begins at the time the employee is notified and instructed to respond to work.~~
- ~~5. It is the responsibility of each employee using a pager to ensure that it is functioning properly at all times, and any problems associated with the paging system are immediately reported to the supervisor.~~
- ~~6. When it is determined that standby personnel are needed to respond, the ARFF/Airfield Operations employee on shift shall be responsible for the following:
 - ~~—— Notification of the on-call supervisor prior to activating pagers.~~
 - ~~—— Activating paging system.~~
 - ~~—— Receiving call backs from standby personnel on 657-8496.~~
 - ~~—— Acknowledge response times of personnel called out.~~~~
- ~~7. Trading of standby shifts and requests for leave while on standby status must be approved by a supervisor.~~

October 11, 2018

DEPARTMENTAL ORDER
ORDER NUMBER 019C

MEMORANDUM

TO: All ARFF/AFM Employees
 FROM: Shane Ketterling, A.A.E., Assistant Director of Aviation and Transit *SK*
 SUBJECT: AIRPORT STANDBY/PAGER POLICY
 CANCELLATION NO: 019B
 EFFECTIVE DATE: October 11, 2018
 APPROVED BY: Kevin Ploehn, Director of Aviation and Transit *KP*

The following policy was developed to direct ARFF/Airfield Maintenance employees in regard to Division standby and pager requirements.

Standby requirements will be as follows:

1. Employees who are assigned to be on standby will be issued an electronic paging device and are required to remain available at all times, while off regular duty, and for call outs.

Standby and call outs are used to manage ALL of the following:

- ARFF and Medical Emergencies
- Wildland and Structure Fires
- FAR Part 139 Violations – Airfield
- FAR Part 107 Violations – Security
- Any event that jeopardizes life, safety, or public property
- Unexpected adverse weather events that impact Airport Operations
- Any other condition deemed important by Airport Management

As established in the Teamster Agreement with the City under Section 2.1.f., if an emergency event arises that involves any of the items listed above, and time is of the essence, personnel will be paged and called into work. While every effort will be made to honor the call in of employees by seniority, the event may require calling in employees that are readily available on a first come first serve basis. (Note: This may allow junior employees to receive compensation over senior employees). If NO ARFF/AFM employees are on standby or additional staff assistance is required, and time is not of the essence, employees will be contacted by seniority via phone. A supervisor or a designee will continue to contact employees by seniority via phone to cover ARFF shifts as needed. Employees with less seniority may be required to report to work when additional assistance is needed, when/if senior employees declined the opportunity to work. During all other times of the year, except when the employee group is on standby for snow removal as set forth in Paragraph 5 below, ARFF/AFM employees, by seniority, may voluntarily sign up for available standby and call out responsibilities as needed by the Airport. Those employees on standby will be called in as needed regardless of seniority. If additional employees are needed for that event or incident, they will be called in by seniority.

2. Upon activation of the pager tone, employees must acknowledge the page by calling Airfield Operations on the telephone at 657-8496 within fifteen (15) minutes to receive instructions.
3. After receiving instructions from a supervisor, or his/her designee, to report to work, the employee shall respond to the Airfield Operations Building within 45 minutes.

Standby pay shall be interrupted for all actual hours paid at the overtime rate. The overtime rate begins at the time the employee is notified and instructed to respond to work.

4. It is the responsibility of each employee using a pager to ensure that it is functioning properly at all times, and any problems associated with the paging system are immediately reported to the supervisor. If the pager malfunctions repeatedly and the employee has not attempted to remedy the problem, the employee may be subject to corrective action.
5. **Snow Removal Standby:**

A standby schedule listing employee names and associated hours of standby duty will be posted during the Winter months. All ARFF/AFM employees are on standby for snow removal operations from November 1 through February 28, as per Section 7.4 of the CBA, unless permission has been granted by a supervisor to not be on standby for a particular reason or event. Due to the unpredictability of weather during the months of October, March, and April, employees will be put on a rotating standby schedule; whereas, those assigned to the 7:30 a.m. - 4:30 p.m. shift will be on standby every other week, and employees working the 124 shift will be on standby for the two days following their 4 or graveyard shift. In addition to the rotating schedule, personnel may be placed on standby with a 24-hour notice in order to meet the requirements of the Federally approved Airport Snow and Ice Control Plan. Once an employee is put on standby, they will remain on standby for 48 hours or until their next scheduled shift begins.

Employees who are receiving on-the-job snow removal training will be on standby and automatically called into work for every snow event with priority over more senior employees at no penalty to the Airport. This training will continue until Airport Management determines that the new employee is confident they understand all of their responsibilities and can successfully perform snow removal operations as per their job requirements.

As per the City of Billings Logan International Airport's Snow and Ice Control Plan, Airport Management can delegate snow and ice control oversight to a Lead ARFF/AFM Worker as needed. Additionally, the Airport Operations Center is staffed at all times by at least one (1) ARFF/AFM Worker. This person is responsible for constantly monitoring weather conditions and initiating call out procedures for snow removal crews. When it is determined that standby personnel are needed to respond, the ARFF/AFM Worker on shift shall be responsible for the following:

- Notification to the on-call supervisor prior to activating pagers
- Activating paging system
- Receiving call backs from standby personnel on 657-8496
- Acknowledge response times of personnel called out

The Lead ARFF/AFM Worker is responsible to notify personnel and call in by seniority, except for employees receiving on-the-job training. In the event that personnel are missed or called into work incorrectly, the City is not responsible for compensating employees for these mistakes, and the employee responsible to notify personnel may be disciplined accordingly.

The supervisor will be responsible for developing and providing a call out schedule prior to the snow event with a list of employees to be called into work by seniority. Then, the Lead ARFF/AFM Worker is responsible for calling in employees as per the supervisor's call out schedule. If the Lead Worker makes a mistake and does not call in employees as per the supervisor's call out schedule, he/she may be subject to corrective action, and the Airport will not be responsible for compensating employees who claim lost wages due to Lead Worker error.

6. Trading of standby shifts is allowed and requests for leave while on standby status must be approved by a supervisor.

SK:mdb

cc: Departmental Orders
Chrono
Office Binder
K. Ploehn
S. Ketterling
All Airport Division Supervisors
Human Resources Department

ARFF/AFM DIVISION HOLIDAY PAY POLICY

January 4, 1995

DEPARTMENTAL ORDER
ORDER NUMBER 20

MEMORANDUM

TO: All ARFF/AFM Employees
FROM: Thomas H. Binford, A.A.E., Assistant Director of Aviation
SUBJECT: **ARFF/AFM DIVISION HOLIDAY PAY POLICY**
CANCELLATION NO: None
EFFECTIVE DATE: November 2, 1994
APPROVED BY: J. Bruce Putnam, A.A.E., Director of Aviation and Transit

- I. The following policy was developed to clarify how overtime is paid for holidays.
- II. ARFF/AFM Division Employee's customary work shift is recognized as eight (8) hours.
- III. As per Section 8.4,F of the Teamster Contract, employees working a five (5) day, eight (8) hour shift, and not required to work the holiday, shall receive forty (40) hours pay for thirty-two (32) hours work and any work over 32 hours shall be considered overtime. Employees working shifts greater than eight (8) hours will be treated in a like manner.
- IV. An employee working forty (40) hours in a week and a holiday falls on one of the employee's scheduled days off, that employee shall receive a maximum of eight (8) hours overtime for the holiday.

This policy has been reviewed and approved by the City Human Resources Director. Should you have questions concerning this Departmental Order, please see the Airfield Maintenance Supervisor.

cc: Departmental Orders
Chrono
Office Binder
T. Binford
B. Putnam
K. Annin
C. DeVeau

LETTER OF UNDERSTANDING **Replace with Signed Letter**

Effective: November 13, 2001

The City of Billings Aviation and Transit Department and the Teamster's Local Union #190 have agreed to the following:

- In order to maintain consistent and efficient operations during snow removal, the Aviation and Transit Department, ARFF/AFM Division may deviate from the seniority language in Article 2, Section 2.1 (H) of the present Agreement, effective July 1, 2001- June 30, 2004.
- The intent of this Letter of Understanding is to allow the scheduling of snow removal crews in a manner that maintains consistency with regard to assigned functions (ARFF or AFM work groups) and work shifts. Every effort will be made to limit short turn-a-round shifts and movement between morning and nighttime shift rotations.
- During all other overtime conditions, the ARFF/AFM Division will adhere to the present labor Agreement when assigning overtime.
- The Union and/or the City of Billings Aviation and Transit Department retains the right to cancel this Letter of Understanding at any time that (1) the provisions of this Letter no longer provide operational benefit, or (2) the union feels that the City is not complying with the intent of the Agreement.

In witness whereof, said parties of this Letter of Understanding have hereunto set their hands and seals this the _____ day of _____, 2001.

Dennis M. Taylor, City Administrator
CITY OF BILLINGS

Joe Dwyer, Secretary-Treasurer
TEAMSTERS, LOCAL 190

DATE

DATE



CITY OF BILLINGS

OFFICE OF CITY ADMINISTRATOR

P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 657-8433
FAX (406) 657-8390



MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to clarify Article 6.6, Breaks, as related to the City-County 9-1-1 Center. Both parties recognize that the work load of the 9-1-1 Center is very unpredictable and is driven by the public safety needs of the community. Therefore, as applied to the Center, the parties agree that the long-standing practice of allowing employees to take their breaks only when there is minimal impact to the operational requirements of 9-1-1 and the public safety dispatch services shall continue. Center employees shall be allowed a total of 30 minutes per 8 hour work shift, or 45 minutes for shifts over 11 hours, which may be taken in whatever increments the employee chooses so long as the 9-1-1 Center operation and efficiency is not affected.

In witness whereof, said parties of this Memorandum of Understanding have hereunto set their hands and seals this the 31st day of May, 2007.

Christina F. Volek
CITY OF BILLINGS

5/31/07
DATE

Joe Dwyer, Secretary-Treasurer
TEAMSTERS, LOCAL 190

5/31/2007
DATE

*Billings Pride:
City-wide*



CITY OF BILLINGS

OFFICE OF CITY ADMINISTRATOR

P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 657-8433
FAX (406) 657-8390



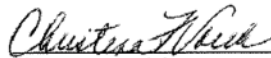
Memorandum of Understanding

City Ordinance Safety Issues

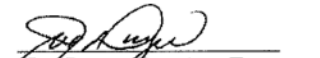
No later than 45 days from the ratification of the Collective Bargaining Agreement, the City agrees that employees will not be required to pick up yard rubbish in violation of City Ordinance, except in cases of emergency. The Union acknowledges that situations may arise in city parks or city streets that may require the removal of rubbish that is in violation of the City Ordinance and the City recognizes their obligation to authorize the necessary manpower and equipment to safely remove the rubbish in question.

Further, by October 1, 2007 a process will be developed with input from the union to develop a process to report safety issues to a City designated Safety Officer.

In witness whereof, said parties of the Memorandum of Understanding have hereunto set their hands and seals this the 28 day of June, 2007.


Christina F. Volek
CITY OF BILLINGS

6/28/07
DATE


Joe Dwyer, Secretary-Treasurer
TEAMSTERS, LOCAL 190

6/28/07
DATE

*Billings Pride:
City-wide*

Memorandum of Understanding

Public Works Department – Treatment Plant Technicians

- The Technician IIA position will be renamed to a Technician III. The job description will remain the same except for changing the title from a Technician IIA to a Technician III and it will remain at the same grade of 181. Any employee currently classified as a Technician IIA will now be a Technician III.
- The Technician I will be paid at grade 156 for years 1 and 2 (no change).
- Beginning the third year, Technician I's will move to a new grade for Technician 2 of 171 (more than half way between a Technician I and the current Technician IIA).
- Once the Treatment Technician has completed the City's maintenance certification and completes four years of experience at the respective City of Billings facility, they will be promoted to a Technician III at grade 181 (same grade as a current Tech IIA).
- All existing employees in the Technician I classification as of July 1, 2011 will be addressed as per the attached table.
- All new employees hired as a Technician I or Technician II shall complete the steps required by the city for operator certification within one year from the date of hire and maintenance certification within four years from the date of hire.
- Both parties recognize that Water Treatment Technicians and Wastewater Treatment Technicians jobs are not interchangeable. The range placement table will be changed to reflect Water Treatment Plant Technicians I, II and III and Wastewater Treatment Technicians I, II and III at the grades discussed here. The job descriptions will be adjusted to reflect this change.
- All other practices and requirements regarding the Technicians remain the same.
- Any non-probationary employee that is currently classified as a Technician II as of July 1, 2011 will be grandfathered and will be at grade 179 (current grade for a Technician II). It is our understanding that this affects four employees at the wastewater treatment plant and no employees at the water treatment plant. There is only one probationary Technician I as of July 1, 2011, Ronald Hull at the Water Treatment Plant, and he will be required to complete the maintenance certification. Existing Technician II's are eligible to become Technician III's upon completion of the maintenance certification and four years of experience.
- With these changes, the Technician IA classification will no longer be needed.

- This applies to both water and wastewater and will be effective July 1, 2011.

Christina F. Volek	Date
City Administrator	
City of Billings	

Joe Dwyer	Date
Secretary-Treasurer	
Teamsters, Local 190	

Memorandum of Understanding (MOU)

Public Works Department – Solid Waste Division, Overtime and Seniority Lists

1. This MOU was developed to clarify how overtime is paid for the Solid Waste Division and the creation of two overtime lists for the division.
2. The intent of this MOU is to allow the scheduling of solid waste pickup crews and landfill crews in a manner that maintains consistency with regard to assigned routes and work assignments.
3. As per Section 8.4 F of the Teamster Contract, employees working a four day, ten hour shift, and not required to work the holiday, shall receive forty (40) hours pay for thirty hours work. Any work over 40 hours of holiday pay and combination of work hours, sick leave, vacation and/or personal days shall be considered overtime. Employees working shifts other than ten hours will be treated in a like manner.
4. An employee regularly scheduled to work forty (40) hours in a week and a holiday falls on one of the employee's scheduled days off, that employee shall receive a maximum of ten hours overtime for the holiday if their normal shift is a 10 hour shift. Employees working shifts other than ten hours will be treated in a like manner.
5. Employees that normally operate an eight hour collection route will continue to run that eight hour collection route, even if it results in overtime. In addition, employees that normally operate a ten hour collection route will continue to run that ten hour collection route, even if it results in overtime.
6. Two separate seniority lists will be maintained for the solid waste division. One for those employees assigned to the landfill and a second separate seniority list for those employees assigned to collection.
7. Overtime at the landfill will be offered starting at the top of seniority list for those employees assigned to the landfill until all positions are filled. If all positions are not filled, other solid waste division employees assigned to collection will be offered the overtime beginning at the top of the seniority list and working down the list. In the event that overtime assignments are not filled as described above employees will be assigned to those work assignments starting at the bottom of the seniority list and working up.
8. Overtime for collections and any other overtime assignments required will be offered starting at the top of seniority list for non-landfill employees until all positions are filled by job (front load route, rear load route, side load, etc.). If all positions are not filled, other solid waste division employees assigned to the landfill will be offered the overtime assignment beginning at the top of the seniority list and working down the list. In the event that overtime assignments are not filled as described above, employees will be assigned to those work assignments starting at the bottom of the seniority list and working up.

9. In the event that there is a second consecutive day of overtime opportunities, the overtime assignments will be offered beginning at the point on the seniority list where the overtime positions from the previous day of overtime were filled rather than starting at the top of the respective seniority lists.
10. In all cases the employee offered overtime for that job must be qualified to perform that job.
11. In order to maintain consistent and efficient operations as stated above, the Solid Waste Division may deviate from the seniority language in Article 2, Section 2.1 (H), Section 7.7 and all other references to seniority and overtime of the current Collective Bargaining Agreement to meet the stipulations set forth in this MOU.
12. All other overtime except as stated above will follow Article 2, Section 2.1 (H), Section 7.7 and all other references to seniority and overtime of the current Collective Bargaining Agreement.
13. This MOU expires December 31, 2019.

Bruce McCandless
City Administrator

City of Billings

Date: _____

Jim Larson
Secretary-Treasurer

Teamsters, Local 190

Date: _____



Pay Rate Change Teamsters Fiscal Year 2019

Range Number	Recommended Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
115	Library Svcs Spec I	\$11.5340	\$12.1031	\$12.6954	\$13.3459	\$13.9847	\$14.7164	\$15.4134
	Parking Garage Attendant	\$11.5340	\$12.1031	\$12.6954	\$13.3459	\$13.9847	\$14.7164	\$15.4134
130	Facilities Maint Support I	\$13.2646	\$13.9151	\$14.6353	\$15.3321	\$16.1219	\$16.9351	\$17.7712
C30	Library Svcs Spec II	\$13.3576	\$14.0195	\$14.7397	\$15.4832	\$16.2033	\$17.0279	\$17.8990
	Parking Enforcement Officer	\$13.3576	\$14.0195	\$14.7397	\$15.4832	\$16.2033	\$17.0279	\$17.8990
	Pkg Garage Attndt/Acct Clerk I	\$13.3576	\$14.0195	\$14.7397	\$15.4832	\$16.2033	\$17.0279	\$17.8990
	Stores Clerk	\$13.3576	\$14.0195	\$14.7397	\$15.4832	\$16.2033	\$17.0279	\$17.8990
135	Library Svcs Spec III	\$14.0312	\$14.7397	\$15.4832	\$16.2380	\$17.0510	\$17.8990	\$18.7935
	Emergency Serv Opr (Training)	\$14.0312	\$14.7397	\$15.4832	\$16.2380	\$17.0510	\$17.8990	\$18.7935
C38	Civil Infractions/Filing Clerk	\$14.4164	\$15.1372	\$15.8940	\$16.6887	\$17.5231	\$18.3993	\$19.3193
139	Pkg Meter Collection/Maint Wkr	\$14.5074	\$15.2276	\$16.0057	\$16.8072	\$17.6319	\$18.5263	\$19.4555
C39	Municipal Court Bailiff/Clerk	\$14.6119	\$15.3205	\$16.0987	\$16.8886	\$17.7364	\$18.6191	\$19.5484
	Police Support Specialist	\$14.6119	\$15.3205	\$16.0987	\$16.8886	\$17.7364	\$18.6191	\$19.5484
	Permit Clerk	\$14.6119	\$15.3205	\$16.0987	\$16.8886	\$17.7364	\$18.6191	\$19.5484
	Library Svcs Spec IV	\$14.6119	\$15.3205	\$16.0987	\$16.8886	\$17.7364	\$18.6191	\$19.5484
	Account Clerk II	\$14.6119	\$15.3205	\$16.0987	\$16.8886	\$17.7364	\$18.6191	\$19.5484
	Account Clerk II/Courier	\$14.6119	\$15.3205	\$16.0987	\$16.8886	\$17.7364	\$18.6191	\$19.5484
	Administrative Support I	\$14.6119	\$15.3205	\$16.0987	\$16.8886	\$17.7364	\$18.6191	\$19.5484
	Building Permit Technician	\$14.6119	\$15.3205	\$16.0987	\$16.8886	\$17.7364	\$18.6191	\$19.5484
	Courtroom Collections Clerk	\$14.6119	\$15.3205	\$16.0987	\$16.8886	\$17.7364	\$18.6191	\$19.5484
140	Lead Fac Maint Support I	\$14.6584	\$15.3786	\$16.1451	\$16.9582	\$17.7946	\$18.6773	\$19.6182
147	Transit Service Worker	\$15.7038	\$16.5053	\$17.3066	\$18.1778	\$19.0838	\$20.0363	\$21.0351
	Vehicle Service Technician	\$15.7038	\$16.5053	\$17.3066	\$18.1778	\$19.0838	\$20.0363	\$21.0351
C47	Emergency Service Operator	\$15.7734	\$16.5749	\$17.4228	\$18.2708	\$19.1883	\$20.1756	\$21.1747
	Inventory Cntrl Spec	\$15.7734	\$16.5749	\$17.4228	\$18.2708	\$19.1883	\$20.1756	\$21.1747
	Transit Services Dispatcher	\$15.7734	\$16.5749	\$17.4228	\$18.2708	\$19.1883	\$20.1756	\$21.1747
C52	Emergency Serv Disp I	\$16.5866	\$17.4344	\$18.2824	\$19.2000	\$20.1989	\$21.1862	\$22.2316
154	Facilities Maint Support II	\$16.8421	\$17.6784	\$18.5727	\$19.4903	\$20.4545	\$21.4882	\$22.5684
	Landfill Attendant	\$16.8421	\$17.6784	\$18.5727	\$19.4903	\$20.4545	\$21.4882	\$22.5684
	Maintenance Worker	\$16.8421	\$17.6784	\$18.5727	\$19.4903	\$20.4545	\$21.4882	\$22.5684
	Animal Control Officers	\$16.8421	\$17.6784	\$18.5727	\$19.4903	\$20.4545	\$21.4882	\$22.5684
	AFM Maint Worker	\$16.8421	\$17.6784	\$18.5727	\$19.4903	\$20.4545	\$21.4882	\$22.5684
C54	Crime Analyst	\$16.9351	\$17.7712	\$18.6540	\$19.5948	\$20.5822	\$21.6044	\$22.6730
	Identification Technician	\$16.9351	\$17.7712	\$18.6540	\$19.5948	\$20.5822	\$21.6044	\$22.6730
	Property/Evidence Tech I	\$16.9351	\$17.7712	\$18.6540	\$19.5948	\$20.5822	\$21.6044	\$22.6730
	Senior Account Clerk	\$16.9351	\$17.7712	\$18.6540	\$19.5948	\$20.5822	\$21.6044	\$22.6730
156	Electrical Technician I	\$17.1789	\$18.0385	\$18.9561	\$19.8969	\$20.8724	\$21.9179	\$23.0098
	Mechanic I	\$17.1789	\$18.0385	\$18.9561	\$19.8969	\$20.8724	\$21.9179	\$23.0098
	Field Service Rep	\$17.1789	\$18.0385	\$18.9561	\$19.8969	\$20.8724	\$21.9179	\$23.0098
	Water Reclamation Facility Tech I	\$17.1789	\$18.0385	\$18.9561	\$19.8969	\$20.8724	\$21.9179	\$23.0098
	Water Trt Plant Tech I	\$17.1789	\$18.0385	\$18.9561	\$19.8969	\$20.8724	\$21.9179	\$23.0098
	Meter Maintenance Rep	\$17.1789	\$18.0385	\$18.9561	\$19.8969	\$20.8724	\$21.9179	\$23.0098
157	On Call Transit/Paratrans Opr	\$17.3299	\$18.2126	\$19.1186	\$20.0595	\$21.0700	\$22.1502	\$23.2304
	Transit/Paratransit Opr	\$17.3299	\$18.2126	\$19.1186	\$20.0595	\$21.0700	\$22.1502	\$23.2304
	Lab Technician	\$17.3299	\$18.2126	\$19.1186	\$20.0595	\$21.0700	\$22.1502	\$23.2304
	Lead Transit Services Dispatcher	\$17.3299	\$18.2126	\$19.1186	\$20.0595	\$21.0700	\$22.1502	\$23.2304
159	Senior Animal Control Officer	\$17.6784	\$18.5727	\$19.4788	\$20.4661	\$21.4881	\$22.5684	\$23.6835



Pay Rate Change Teamsters Fiscal Year 2019

Range Number	Recommended Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
C59	Emergency Serv Disp II	\$17.7830	\$18.6655	\$19.6065	\$20.5938	\$21.6159	\$22.6845	\$23.8344
161	Sign Fabricator/Equip Opr	\$18.0616	\$18.9677	\$19.9085	\$20.8841	\$21.9528	\$23.0331	\$24.1945
	Parks Maintenance Mechanic	\$18.0616	\$18.9677	\$19.9085	\$20.8841	\$21.9528	\$23.0331	\$24.1945
	Equipment Oper/Maint Worker	\$18.0616	\$18.9677	\$19.9085	\$20.8841	\$21.9528	\$23.0331	\$24.1945
	AFM Equipment Operator	\$18.0616	\$18.9677	\$19.9085	\$20.8841	\$21.9528	\$23.0331	\$24.1945
C61	Code Enforcement Clerk	\$18.1546	\$19.0490	\$19.9898	\$21.0002	\$22.0456	\$23.1608	\$24.2991
	Planning Clerk	\$18.1546	\$19.0490	\$19.9898	\$21.0002	\$22.0456	\$23.1608	\$24.2991
162	Combination Inspector I	\$18.2242	\$19.1419	\$20.1059	\$21.1280	\$22.1618	\$23.2770	\$24.4268
	Drafting Technician	\$18.2242	\$19.1419	\$20.1059	\$21.1280	\$22.1618	\$23.2770	\$24.4268
	Property/Evidence Tech II	\$18.2242	\$19.1419	\$20.1059	\$21.1280	\$22.1618	\$23.2770	\$24.4268
C69	Emergency Serv Disp III	\$19.6297	\$20.6171	\$21.6391	\$22.7309	\$23.8577	\$25.0656	\$26.3317
171	Water/WW Treatment Tech II	\$19.9433	\$20.9423	\$21.9877	\$23.0794	\$24.2292	\$25.4489	\$26.7266
	Library Technician	\$19.9433	\$20.9423	\$21.9877	\$23.0794	\$24.2292	\$25.4489	\$26.7266
175	ARFF/Airfield Maint Worker	\$20.7447	\$21.7901	\$22.8936	\$24.0319	\$25.2167	\$26.4710	\$27.7953
	AFM Worker/Mechanic I	\$20.7447	\$21.7901	\$22.8936	\$24.0319	\$25.2167	\$26.4710	\$27.7953
	Sr Equip/Operator/Maint Worker	\$20.7447	\$21.7901	\$22.8936	\$24.0319	\$25.2167	\$26.4710	\$27.7953
176	Electrical Technician II	\$20.9539	\$21.9993	\$23.1026	\$24.2642	\$25.4606	\$26.7615	\$28.0856
	Building Maintenance Mechanic	\$20.9539	\$21.9993	\$23.1026	\$24.2642	\$25.4606	\$26.7615	\$28.0856
	Facilities Maintenance Mech	\$20.9539	\$21.9993	\$23.1026	\$24.2642	\$25.4606	\$26.7615	\$28.0856
	Mechanic II	\$20.9539	\$21.9993	\$23.1026	\$24.2642	\$25.4606	\$26.7615	\$28.0856
177	Librarian	\$21.1747	\$22.2199	\$23.3466	\$24.5197	\$25.7278	\$27.0055	\$28.3644
	Arborist	\$21.1747	\$22.2199	\$23.3466	\$24.5197	\$25.7278	\$27.0055	\$28.3644
	Airport Police Officer	\$21.1747	\$22.2199	\$23.3466	\$24.5197	\$25.7278	\$27.0055	\$28.3644
178	Combination Inspector II	\$21.3836	\$22.4406	\$23.5789	\$24.7520	\$25.9833	\$27.2958	\$28.6547
179	Water Trt Plant Tech II Grandfathered	\$21.5927	\$22.6730	\$23.7996	\$24.9960	\$26.2620	\$27.5514	\$28.9335
	WW Trt Plant Tech II >2Yr	\$21.5927	\$22.6730	\$23.7996	\$24.9960	\$26.2620	\$27.5514	\$28.9335
180	Plant Maintenance Electrician II	\$21.8017	\$22.9052	\$24.0435	\$25.2399	\$26.5175	\$27.8300	\$29.2354
	Mechanic III	\$21.8017	\$22.9052	\$24.0435	\$25.2399	\$26.5175	\$27.8300	\$29.2354
181	Electrical Technician III	\$22.0340	\$23.1375	\$24.2875	\$25.5070	\$26.7846	\$28.1088	\$29.5143
	Water Trt Plant Tech III	\$22.0340	\$23.1375	\$24.2875	\$25.5070	\$26.7846	\$28.1088	\$29.5143
	WW Trt Plant Tech III	\$22.0340	\$23.1375	\$24.2875	\$25.5070	\$26.7846	\$28.1088	\$29.5143
185	Plant Maintenance Electrician III	\$22.9285	\$24.0668	\$25.2746	\$26.5408	\$27.8649	\$29.2588	\$30.7339
	Airfield Maintenance Worker/Lead Mechanic I	\$22.9285	\$24.0668	\$25.2746	\$26.5408	\$27.8649	\$29.2588	\$30.7339
	Combination Inspector III	\$22.9285	\$24.0668	\$25.2746	\$26.5408	\$27.8649	\$29.2588	\$30.7339
	Mechanic IV	\$22.9285	\$24.0668	\$25.2746	\$26.5408	\$27.8649	\$29.2588	\$30.7339
186	Lead Building Maintenance Mech	\$23.1608	\$24.2991	\$25.5302	\$26.7963	\$28.1553	\$29.5492	\$31.0126
	Lead Facilities Maint Mech	\$23.1608	\$24.2991	\$25.5302	\$26.7963	\$28.1553	\$29.5492	\$31.0126
	Lead Mechanic	\$23.1608	\$24.2991	\$25.5302	\$26.7963	\$28.1553	\$29.5492	\$31.0126
195	AFM/Electrician II	\$25.2167	\$26.4711	\$27.7953	\$29.1658	\$30.6409	\$32.1625	\$33.7887

updated 7-1-2015



Pay Rate Change Teamsters 2015

Range Number	Recommended Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
115	Library Svcs Spec I	10.5450	11.0653	11.6069	12.2015	12.7857	13.4546	14.0918
	Parking Garage Attendant							
130	Facilities Maint. Support I	12.1272	12.7219	13.3803	14.0174	14.7395	15.4829	16.2475
C30	Library Svcs Spec II	12.2122	12.8174	13.4759	14.1555	14.8139	15.5678	16.3643
	Parking Enforcement Officer							
	Pkg Garage Attndt/Acct Clerk I							
	Stores Clerk							
135	Emergency Serv Opr (Training)	12.8281	13.4759	14.1555	14.8457	15.5891	16.3643	17.1820
	Library Svcs Spec III							
139	Pkg Meter Collection/Maint. Wkr	13.2635	13.9219	14.6333	15.3661	16.1200	16.9378	17.7873
C39	Account Clerk II	13.3590	14.0068	14.7183	15.4405	16.2156	17.0227	17.8723
	Account Clerk II/Courier							
	Administrative Support I							
	Building Permit Technician							
	Courtroom Collections Clerk							
	Library Svcs Spec IV							
	Municipal Court Baliff/Clerk							
	Permit Clerk							
	Police Support Specialist							
140	Lead Fac Maint. Support I	13.4016	14.0600	14.7608	15.5041	16.2688	17.0758	17.9360
147	Transit Service Worker	14.3573	15.0900	15.8227	16.6192	17.4475	18.3183	19.2315
	Vehicle Service Technician							
C47	Emergency Services Operator	14.4210	15.1537	15.9289	16.7042	17.5431	18.4457	19.3590
	Inventory Cntrl Spec							
	Transit Services Dispatcher							
C52	Emergency Serv Disp I	15.1643	15.9395	16.7148	17.5537	18.4669	19.3696	20.3253
154	Animal Control Officers	15.3980	16.1626	16.9892	17.8191	18.7006	19.6457	20.6333
	Facilities Maint. Support II							
	Landfill Attendant							
	Maintenance Worker							
C54	Crime Analyst	15.4829	16.2475	17.0545	17.9147	18.8174	19.7519	20.7289
	Identification Technician							
	Property/Evidence Technician							
	Senior Account Clerk							
156	Electrical Technician I	15.7059	16.4918	17.3307	18.1909	19.0828	20.0386	21.0368
	Field Service Representative							
	Mechanic I							
	Meter Maintenance Rep							
	Water Trt Plant Tech I							
	WW Trt Plant Tech I							

updated 7-1-2015



Pay Rate Change Teamsters 2015

Range Number	Recommended Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
-----------------	-------------------	--------	--------	--------	--------	--------	--------	--------

TEAMSTERS' RANDOM DRUG/ALCOHOL AND REASONABLE SUSPICION POLICY

PURPOSE:

The purpose of this policy is to provide an alcohol and drug-free workplace for the protection and well being of the City of Billings, its employees, and the public it serves along with City property, equipment, and operations. Employees are expected to report to work alcohol and drug free in order to enable safe and efficient job performance. Employees, while on-the-job, while on department premises, or in the scope and course of employment are expected to engage in activities which are appropriate for the work environment and do not compromise the City's integrity or interest in maintaining a safe, secure, and alcohol and drug free workplace.

For purposes of random drug testing, employees who are required to have Commercial Driver's Licenses are subject to the Commercial Driver's License (CDL) policy for the random drug testing , not this policy. MET Transit drivers are subject to the Federal Transportation Administration (FTA) policy for random drug testing, not this policy. CDL employees and MET transit drivers are also subject to the reasonable suspicion and other directives, restrictions, and prohibitions that are set forth in this policy.

POLICY:

The City of Billings is committed to protecting the safety, health, and well being of all employees and the individuals with whom the employees come into contact. Therefore, the City establishes an alcohol and drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

If there are employees who have drug or alcohol problems, the City encourages affected employees to seek help through the Employee Assistance Program (EAP) and the benefits available through the City's medical plan. The City will not terminate employment, discipline, or discriminate against an employee solely because an employee voluntarily seeks treatment for an alcohol or substance abuse problem by following the City's controlled substance safe-harbor procedures prior to any occurrence, including testing notification.

The unlawful manufacture, distribution, possession, sale, transfer, or use of illegal drugs; or illegal use of a legally obtainable drug or substance; or misuse of alcohol is strictly prohibited. Illegal possession of drug paraphernalia is prohibited. As a condition of employment, all employees must abide by this prohibition while in any employment capacity with the City, and while on City property, in any City vehicle, or at any City office or facility. All employees are expected to be at work without being under the influence of drugs and/or alcohol, including controlled substances, in order to enable safe and efficient job performance.

Violation of this policy will result in the discipline set out in the attached procedures.

The provisions of the Workforce Drug and Alcohol Testing Act, Sections 39-2-205 through 39-2-211, MCA, provide the basis for this policy.

DEFINITIONS:

For the purposes of this policy.

Alcohol – means an intoxicating agent in alcoholic beverages, food, or medication; ethyl alcohol, also called ethanol; or the hydrated oxide of ethyl.

Controlled Substance(s) – means any drug, substance, or precursor included in Schedules I through V as defined by Section 812 of Title 21 of the United States Code (21 USC 812) or any drug, substance, or precursor included within the definition of "Dangerous Drug" in Title 50 Chapter 32 Part 2, Montana Code Annotated (for example, but not limited to: cocaine, marijuana, medical marijuana, and methamphetamine) For the purpose of this policy, the term 'controlled substance' does not include the use of prescribed drugs, which have been legally obtained and are being used in the manner and for the purpose for which they were prescribed. The term does not include distilled spirits, wine, malt beverages, or tobacco. It does include medical marijuana.

Illegally Used Drugs / Illegal use of drugs – means:

- a. any prescribed drug which is legally obtainable but has not been legally obtained or is not being used for prescribed purposes or in the prescribed manner;
- b. any other over-the-counter or non-drug substances (for example, but not limited to: airplane glue) being used for other than their intended purpose.

EMPLOYEES SUBJECT TO THIS POLICY

- A. All part-time **and** full-time **Teamsters'** ~~and seasonal~~ employees of the City of Billings engaged in the performance, supervision, or management of work in a hazardous work environment, security position, position affecting public safety, or fiduciary position are subject to Random Drug Testing. All part-time **and** full-time, ~~and seasonal~~ employees of the City of Billings are subject to Reasonable Suspicion Drug Testing.
- B. Prospective **Teamsters' positions** job applicants are subject to pre-employment testing and a positive test will result in the prospective **Teamster** employee not being hired.

ROLES AND RESPONSIBILITIES:

A. Employees are prohibited from:

- Using, consuming, distributing, or possessing alcoholic beverages or illegal drugs while on duty or reporting for duty while under the influence of alcoholic beverages or illegal drugs.
- Use of, consumption of, distribution of, or possession of alcoholic beverages and illegal drugs by employees are prohibited in City worksites and at all times whether on duty or off duty. The term “worksite” includes City vehicles and private vehicles while being used by employees in the performance of their duties.
- Use, distribution, dispensation, possession, manufacture, or sale of (illegal drugs) while off duty which adversely affects the employee’s work performance, the safety of the employee or others at work, or the City’s regard of reputation in the community. This includes reporting to duty while under the influence of illegal drugs.
- Use of alcohol off duty that adversely affects the employee’s work performance, the safety of the employee or others at work, or the City’s regard or reputation in the community. This includes reporting to duty while under the influence of alcohol.

B. Employees shall notify Human Resources of any drug or alcohol criminal conviction no later than five (5) calendar days after conviction.

C. Supervisors are required to:

1. attend training sessions on alcohol misuse, controlled substance misuse, and the illegal use of drugs in the workplace when offered;
2. when reasonable suspicion is confirmed, initiate an alcohol/drug test as described in this policy;
3. refer employees to the City’s designated Substance Abuse Professional (SAP) under appropriate conditions for assistance in obtaining counseling and rehabilitation upon a finding of alcohol abuse, use of controlled substances or illegal use of legal drugs;
4. initiate appropriate disciplinary action upon a finding of alcohol use, controlled substance use, and/or the illegal use of legal drugs;
5. in conjunction with Human Resources, assist higher-level supervisors and the SAP Administrator in evaluating employee performance and/or personnel

problems that may be related to alcohol misuse, use of controlled substances or the illegal use of legal drugs; and

6. ensure confidentiality of all information regarding employee testing, disciplinary action and rehabilitation.

D. Human Resources shall:

1. direct and implement this program to ensure it is administered consistently;
2. consult with Department Head or designee in determining appropriate action for situations related to this program; and
3. ensure that all records and information of personnel actions taken against employees with verified positive test results remain confidential and only shared with individuals having a legal right to access.

AUTHORITY TO IMPLEMENT PROCEDURES

The City Administrator is authorized to develop and maintain procedures to enact this policy.

PERIODIC REVIEW

This policy will be reviewed by the City Council with each proposed new Teamster's Collective Bargaining Agreement.

PROCEDURES

Based on the Alcohol and Drug-Free Workplace Policy adopted by the City Council on _____, the following procedures are hereby adopted by Administrative Order _____. Changes to the policy or procedures that affect Teamsters employees will be bargained with that organization.

I. EMPLOYEE ASSISTANCE PROGRAM

- A. Any employee needing help in dealing with drug or alcohol problems is encouraged to use the City's Employee Assistance Program (EAP) and the benefits available through the City's medical plan. Additional information regarding the City's EAP available in Human Resource's Policy Manual-Employee Assistance Program Policy. Employees who have questions or need more detailed information should contact Human Resources. The City EAP plays an important role in preventing and resolving problem alcohol and drug use by:
 - 1. Providing confidential counseling and assistance to employees and their qualifying family members who self-refer for treatment or whose tests have been verified positive and monitoring the employee's progress through treatment and rehabilitation;
 - 2. Providing educational materials and training to employees on alcohol & drug use issues;
 - 3. Ensuring the confidentiality of test results and related medical treatment and rehabilitation records, which they maintain.
- B. The EAP will not be involved in the collection of test samples or the initial reporting of test results. The City's designated testing professional will be responsible for such testing.

II. SAFE HARBOR REFERRAL

- A. A fundamental purpose of the City's Alcohol and Drug-Free Workplace Policy and Procedures is to assist employees who themselves are seeking treatment for alcohol or controlled substance use or misuse of prescription drugs. For this reason, the City will not initiate disciplinary action against any employee regarding the disclosure of his or her drug or alcohol related problem when the employee meets all three of the following conditions:

1. Voluntarily identifies him/herself to Human Resources as an abuser_of alcohol and/or illegal drugs and/or as someone who misuses prescription drugs, as they apply to this policy, prior to being identified through other means, such as reasonable suspicion, or prior to being asked to provide a urine and/or breath sample for testing;
 2. Obtains evaluation, counseling or rehabilitation from an approved facility; and
 3. Thereafter refrains from using controlled substances or misusing prescription drugs and/or alcohol. The employee may be subject to a return-to-work agreement.
- B. This provision is not intended to allow an employee to evade disciplinary action. The key to this provision's rehabilitative effectiveness is an employee's willingness to admit his/her problem. Since the key to this provision's rehabilitative effectiveness is an employee's willingness to admit the problem, this provision is not available to an employee who requests protection under this provision after:
1. Being identified through other means; or
 2. Being asked to provide a urine sample for testing; or
 3. Having a verified positive test result for alcohol and/or controlled substances pursuant to this policy.
- C. Drug or alcohol related incidents that are subject to discipline and occurred prior to seeking Safe Harbor are not covered by Safe Harbor protections.

III. ALCOHOL, CONTROLLED SUBSTANCE AND/OR DRUG MISUSE

These prohibitions apply while an employee is on duty in City-owned facilities, any City-owned property; any City owned or rented vehicle and any City approved activity

- A. Employees are prohibited from consuming alcohol or controlled substances or engaging in the illegal use of drugs while on duty, during an approved activity such as training, or while on standby.
- B. Employees are prohibited from reporting to work or to a City approved, work-related activity under the influence of alcohol or drugs.

- C. Employees are prohibited from reporting to work or to a City approved activity exhibiting signs of having consumed alcohol (such as the odor of alcohol on the breath) or controlled substances, or of engaging in the illegal use of drugs.
- D. This policy includes unanticipated call-out situations. If an employee cannot meet the requirements of call-out, it is his or her responsibility to tell a supervisor or person initiating the request to return to work that he/she cannot report to work. He/she shall suffer no reprisals for doing so.
- E. Alcohol is a legal substance for those ages 21 or older. Therefore, it is not the intention of this policy to prohibit employees from consuming alcohol when not on duty in paid status and the employee's performance of duties has concluded for the day. However, employees are expected to use good judgment and behave in a professional and respectable manner while attending events that are connected to their job duties.
- F. Misuse of drugs/and or alcohol as set out in this policy and these procedures or performing any duties under the influence of drugs and/or alcohol is a violation of this policy and will result in disciplinary action as set forth herein.
- G. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited.
- H. The illegal use of a legally obtainable drug or substance is prohibited.
- I. Use and possession of legally obtained prescription drugs when taken as prescribed and over-the-counter drugs is not prohibited by this part subject to the following:
 - 1. Employees who must use a prescription drug or over-the-counter medication that causes adverse side effects (e.g. drowsiness, impaired reflexes or reaction time) or may affect ability to perform work in a safe and productive manner must notify his or her supervisor prior to starting work or operating City equipment.
 - 2. A supervisor, under reasonable suspicion, *may* relieve an employee from duty if it is determined that a medication is causing impairment to an employee's ability to perform the functions of his or her job. The employee will be required to utilize his/her accrued sick or leave time until such time that the employee is no longer impaired by the medication. If the employee runs out of leave time he/she will then be placed in an unpaid leave status.

IV. TYPES OF TESTING

- A. Reasonable Suspicion Testing

1. All employees will be tested for alcohol and/or controlled substances when there is reasonable suspicion of on-duty use or impairment. Reasonable suspicion testing may be based on, but not limited to:
 - a. observable phenomena, including but not limited to direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol such as the odor of alcohol on the;
 - b. a pattern of abnormal conduct or erratic behavior;
 - c. conviction for a drug or alcohol-related offense. An employee will be tested only once for this conviction upon return to work.
 - d. evidence that the employee has tampered with a previous alcohol or drug test.
2. Although reasonable suspicion testing does not require certainty, mere hunches alone are not sufficient to meet the standard for a test.
3. If an employee is suspected of using or being impaired by alcohol, controlled substances or illegal drugs in violation of this policy, the appropriate supervisor will gather all information, facts, and circumstances leading to and supporting this suspicion and will present those for concurrence with another supervisor, up to and including the department head, if possible. The immediate_supervisor, division head or_department head will report the suspicion to Human Resources for further action if it is during the regular office hours of Human Resources.
4. The employee shall remain on duty, but shall not be allowed to operate a vehicle or perform job functions until the circumstances are evaluated.
5. Employees who are subject to reasonable suspicion testing shall be transported to and from the collection facility identified by the City as an appropriate collection site.

After hours, when Human Resources is unavailable, the employee will be transported to a designated testing facility.
6. Testing will be conducted in compliance with the selected collection site's protocols.
7. The employee's division manager will, within 48 hours, prepare a written report on a Reasonable Suspicion Incident Record (attached), detailing the circumstances that formed the basis to warrant the testing. This report should include the appropriate dates and times of reported alcohol or drug-related

incidents, reliable/credible sources of information, rationale leading to the test and the action taken. All documentation related to the determination shall be forwarded to Human Resources.

B. Post-Incident Testing

1. Employees involved in critical incidents, on-the-job accidents, or who engage in unsafe on-duty job-related activities that pose a danger to themselves or others or the overall operation of the City shall be subject to testing. If the employee's act, or failure to act, results in:
 - a. Death; or
 - b. Personal injury requiring immediate emergency room or urgent care center treatment; or
 - c. Damage to government or private property estimated in excess of \$1,500; or
 - d. At the request of the employee.
2. An employee subject to post-incident testing shall remain immediately available for up to two (2) hours for such testing, or the City may consider the employee to have refused to submit to testing.
 - a. If there were extenuating circumstances that kept the employee from submitting to a test within 2 hours after the incident, Human Resources shall evaluate those circumstances and make the final determination as to whether or not it will be deemed a refusal.
 - b. An employee subject to post-incident testing shall not consume alcohol or drugs, either legal or illegal, prior to the testing. Exceptions may be made for previously prescribed maintenance medications and/or medications administered to treat any personal injury.
3. If a test under this provision is not administered within two (2) hours of the occurrence, the supervisor shall document the reason(s) why it was not promptly administered. If more than eight (8) hours pass, then no alcohol test will be administered. If more than thirty-two (32) hours pass, no drug test shall be administered. If either test is not completed, Human Resources shall document the reason(s) why.

C. Random Testing

1. Random testing for alcohol and/or controlled substances will be conducted on all employees before, during or after their scheduled shift.
 2. Random tests will be unannounced and will occur throughout the calendar year.
 3. The random selectees will be notified by a designated human resources representative using a lottery system conducted by an outside agency. The Random, the CDL, and the FTA testing will be conducted by the same agency. To ensure that all employees who have been designated for testing have an equal chance of being randomly tested, a scientifically valid random process is used.
 - a. The annual number of random alcohol tests will be no more than ten percent (10%) of the average number of employees subject to random testing.
 - b. The annual number of random drug tests will be no more than twenty-five percent (25%) of the average number of employees subject to random testing.
 4. Human Resources will notify the employee's supervisor or designee and provide the name of the individual selected for random testing. The employee shall not be given advance notice of the scheduled testing. Upon notification by the supervisor, employees shall proceed immediately to the testing site.
- D. Substances Tested For During Reasonable Suspicion, Post-Incident and Random Testing

1. The City will test for the following substances:
 - (a) Alcohol;
 - (b) Marijuana;
 - (c) Cocaine;
 - (d) Amphetamines;
 - (e) Opiates; and
 - (f) Phencyclidine (PCP).
2. The following cutoff concentration shall be applicable to determine whether specimens are negative or positive for the following drugs or classes of drugs utilizing the initial test procedure. The cutoff levels used by the Department's DHHS certified lab may change, and if so, those changes will be published in the

Code of Federal Regulations and Federal Register and shall take precedence over the levels listed herein. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL).

Type of drug or metabolite	Initial test (ng/mL)	Confirmation test (ng/mL)
(1) Marijuana metabolites (i) Delta-9-tetrahydrocanna-binol-9-carboxylic acid (THC)	50	15
(2) Cocaine metabolites (Benzoylecgonine)	150	100
(3) Phencyclidine (PCP)	25	25
(4) Amphetamines	500	250
(i) Amphetamine	500	250
(ii) Methamphetamine ¹		250
(5) Opiate metabolites	2000	
(i) Codeine		2000
(ii) Morphine		2000
(iii) 6-acetylmorphine (6-AM) ²		10
(iv) MDMA ⁶	500	250

¹ Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/mL.

² Test for 6-AM in the specimen. This test conducted only when specimen contains morphine at a concentration greater than or equal to 2000 ng/mL.

⁶. Methylenedioxymethamphetamine (MDMA).

3. Employees should be aware that use of hemp oil products will not be an acceptable defense for a positive Delta-9-tetrahydrocanna-binol-9-carboxylic acid (THC) test.
4. Alcohol shall be confirmed positive if both the initial and confirmation tests reveal a breath alcohol content of greater than .04 grams of alcohol per 210 liters of breath or higher. If the initial and confirmation test is above .02 but .04 or below, the employee will not be allowed to perform safety-sensitive functions until the start of his or her next regularly scheduled duty period, but not less than eight (8) hours following administration of the test.

E. Return to Duty and Follow-up Testing

1. After a verified positive test result for drugs and/or alcohol, employees must have a negative test result before returning to work.
2. All employees referred through administrative channels that undergo counseling or rehabilitation program will be subject to unannounced drug and/or alcohol testing for a period of one year following completion of such a program.
 - a. Such employees shall be tested at the frequency recommended by the SAP.
 - b. Return to duty testing is distinct from testing which may be imposed as a component of a rehabilitation program.
3. Confirmation of and continuing participation in a rehabilitation program, as recommended by SAP, is required of an employee returning to duty.
4. In some instances, SAP may require completion of a program prior to returning to duty.
5. The SAP will notify Human Resources when an employee has completed a rehabilitation program.
6. After an employee returns to work during or following a rehabilitation program, a single positive test result for alcohol or a controlled substance or the illegal use of a legal drug or failure to successfully complete the recommended rehabilitation program will result in referral to Human Resources, and the penalty for any conduct described in this part shall be termination of employment.

V. TEST PROCEDURES

- A. Drug testing will be done by the split sample method. Testing services shall be provided by a designated contractor at a designated collection site with collection personnel trained in accordance with U.S. Department of Health and Human Services (DHHS) standards and analyzed by an independent DHHS certified lab. The personnel involved in testing and processing results are not employees of the City.

- B. Employees subject to testing shall comply with all requirements of the testing process and personnel. Employees will complete all requirements of initial and follow-up tests. Failure to do so will result in termination of employment.

C. Procedures for Alcohol Testing

1. All alcohol tests will be by breath testing only.
2. Upon arrival at the collection site, the employee will show photo identification. Acceptable identification includes an actual Montana driver's license or department ID.
3. Initial breath alcohol testing.
 - a. Initial breath alcohol testing is performed by a Breath Alcohol Technician (BAT) who is employed by the collection facility and who is trained in the operation of an evidential breath testing device (EBT) as approved by the National Highway Traffic Safety Administration (NHTSA).
 - b. The employee will receive instructions such as 'blow with a strong continuous breath until advised to stop.'
 - c. If the result of the initial breath test is an alcohol concentration of .02 or greater, a confirmatory test shall be conducted.
4. Confirmation or verification alcohol breath testing
 - a. Confirmation/verification tests shall only be conducted by a Breath Alcohol Technician who is employed by the collection facility.
 - b. The confirmatory test may be conducted on the same EBT as the initial test.
 - c. Before the confirmatory test is given, the employee shall be observed for 20 minutes prior to testing and shall be instructed not to eat, drink, or place anything in his/her mouth until the conclusion of the breath test.
 - d. The employee will receive instructions such as 'blow with a strong continuous breath until advised to stop.'

e. Collection site personnel may require the employee to sign forms.

f. If the employee has any concerns following the testing process, the employee should advise a supervisor at the collection site, the employee's supervisor, or Human Resources.

D. Procedures for Drug Testing

1. An employee will be verbally notified by a supervisor that he/she has been chosen for a random drug test.
2. The employee will report immediately to the collection site.
3. The employee will strictly follow all directions from collection site personnel before, during, and after collection.
4. Upon arrival at the collection site, the employee will show photo identification. Acceptable identification includes an actual Montana driver's license or Departmental ID.
5. The employee will remove outer garments, such as a jacket or coat. The employee will not be required to remove clothing such as a shirt and pants, and will not be required to put on a hospital gown. All personal belongings, such as a bag or purse, must remain with the outer garments. The employee may retain a small wallet.
6. An employee subject to testing for controlled substances or illegally used drugs under this policy shall be permitted to provide urine specimens in private and in a restroom stall or similar enclosure so that the employee is not visually observed while providing the sample.
7. Collection site personnel may be within hearing range so they can confirm the sample was physically produced at that time.
8. The employee is encouraged to observe the entire collection procedure.
9. Collection site personnel may require the employee to sign forms.

10. If the employee has any concerns following the testing process, the employee should advise a supervisor at the collection site, the employee's supervisor, or Human Resources.

VI. SPECIAL DRUG TESTING PROCEDURES

A. Direct Observation Testing

1. Collection site personnel of the same gender as the employee tested may observe the employee provide the urine specimen when:
 - a. Collection site personnel may have reason to believe that a particular individual has altered or substituted the specimen, or
 - b. the employee has previously tampered with a sample, or
 - c. the employee has equipment or implements capable of tampering with or altering urine samples.
2. Direct observation shall not be the norm.
3. In addition to the procedures listed under Random Testing, the procedure will include direct inspection of the employee with shirt lifted and trousers lowered.
4. Collection site personnel will directly observe the urine leaving the body and entering the collection container.

B. Specimen Temperature Outside of Range

If the temperature of the specimen is outside the range of 32-38 degrees C / 90-100 degrees F or shows signs of contaminants, then there is reason to believe the donor may have altered or substituted the specimen, and another specimen shall be collected for testing under the direct observation of a representative from the collection facility.

C. Dilute Sample

1. If the Medical Review Officer (MRO) notifies the City that an employee's test was positive and dilute, the test will be treated as verified positive. The employee shall not be required to submit another test.
2. If the MRO notifies the City that an employee's test was negative and dilute, and there is no acceptable medical explanation, the following procedures will be followed. If the employee declines to complete or does not complete these procedures, it will be treated as a refusal.
 - a. If the creatinine concentration of the dilute specimen was equal to or greater than 2mg/dL, but less than or equal to 5 mg/dL, another sample will be collected under direct observation.
 - (1) This test will be conducted unannounced (with the minimum possible advance notice) as soon as possible after the initial test.
 - (2) The employee will be escorted by a supervisor immediately to the collection site.
 - (3) The employee will be directed not to ingest anything until after the test is completed.
 - (4) If the result of the direct observation test is also negative and dilute, the employee will not be required to take an additional test. The result shall be considered confirmed positive.
 - b. If the creatinine concentration of the dilute specimen is greater than 5 mg/dL, another test will be collected, but shall not be conducted under direct observation, unless there is another basis for utilization of direct observation.
 - (1) This test will be conducted unannounced (with the minimum possible advance notice) as soon as possible after the initial test.
 - (2) The employee will be directed not to ingest anything until after the test is completed.
 - c. If the 2nd specimen is positive and dilute, the test will be treated as positive.
 - d. If the specimen is again negative and dilute, the following procedure will apply:
 - (1) If the creatinine concentration of the second dilute specimen was equal to or greater than 2mg/dL, but less than or equal to 5 mg/dL, another test

will be collected under direct observation in the same manner as listed under C2a above.

(2) If the result of this direct observation test is also negative and dilute, the employee will not be required to take an additional test because the result was dilute. The result shall be considered confirmed positive.

(3) If the creatinine concentration of the second dilute specimen is greater than 5 mg/dL, the employee will not be required to take an additional test because the result was dilute. The test will be considered negative.

D. Insufficient Urine Specimen Volume

45mL of urine is required to constitute sufficient testing volume. If the employee does not provide sufficient volume, the following “shy bladder” procedures will apply. If the employee declines to complete or does not complete these procedures, it will be treated as a refusal.

For purposes of this section, permanent or long-term medical conditions are those physiological, anatomic, or psychological abnormalities documented as being present prior to the attempted collection, and considered not amenable to correction or cure for an extended period of time, if ever. Examples would include destruction (any cause) of the glomerular filtration system leading to renal failure; unrepaired traumatic disruption of the urinary tract; or a severe psychiatric disorder focused on genito-urinary matters. Acute or temporary medical conditions, such as cystitis, urethritis or prostatitis, though they might interfere with collection for a limited period of time, cannot receive the same exceptional consideration as permanent or long-term conditions.

E. Shy Bladder Procedure:

1. The insufficient specimen will be discarded. Specimens may not be combined.
2. Employees will be advised to drink up to 40 ounces of fluid, distributed reasonably through a period of up to three hours, or until the individual has provided a sufficient urine specimen, whichever occurs first. The employee may decline to drink, but will still be required to provide a sufficient urine specimen.
3. The employee shall remain in the testing area under observation during the three hour period.
4. If the employee has not provided a sufficient specimen within three hours of the first unsuccessful attempt to provide the specimen, the collection attempt will be discontinued, and the employer will be notified.
5. The employee will be directed to obtain, within seven calendar days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise

in the medical issues raised by the employee's failure to provide a sufficient specimen. (The MRO may perform this evaluation if the MRO has appropriate expertise.)

6. After completing the evaluation, the referral physician must provide a written statement of his/her recommendations and the basis for those to the MRO. Detailed information on the employee's medical condition beyond what is necessary to explain the conclusion must not be in this statement. The MRO will seriously consider and assess the referral physician's recommendations in making a determination about whether the employee has a medical condition that has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine. The MRO will notify Human Resources as soon as a determination is made.
 - a. If the employee refuses to obtain the evaluation, the test will be deemed a refusal.
 - b. If the evaluation determines the employee has a medical condition, and the medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine, the test will be cancelled.
 - c. If the evaluation determines that the employee's medical condition is a serious and permanent or long-term disability that is highly likely to prevent the employee from providing a sufficient amount of urine for a very long or indefinite period of time, the MRO will conduct a further medical evaluation to determine if there is clinical evidence that the employee is using a controlled substance or illegally using drugs.
 - (1) If the medical evaluation reveals no clinical evidence of controlled substance use or illegal use of drugs, the test result shall be negative.
 - (2) If the medical evaluation reveals clinical evidence of controlled substance use or illegal use of legal drugs, the test result shall be cancelled. (Because this is a cancelled test, it does not serve the purposes of a negative test, i.e., the employer is not authorized to allow the employee to begin or resume duty, because a negative test is needed for that purpose).
 - d. If the evaluation determines that there is not an adequate basis for determining that a medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine, the test will be considered a refusal.

VII. TEST REFUSAL

A. Refusals will result in administrative action the same as if the test was verified positive. In the case of a breath test refusal, administrative action will be the same as if the test was verified in excess of .04.

B. Employees will be considered to have refused testing if they:

1. Refuse to provide a specimen; or
2. Refuse to complete all required tests as directed; or
3. Fail to report for a required test at the scheduled time; or
4. Engage in conduct that clearly obstructs the testing process; or
5. Tamper with the test; or
6. Alter or substitute the specimen; or
7. Fail to provide adequate breath or specimen volume without a verified medical explanation.

VIII. DEFERRAL OF TESTING

A. An employee selected for random drug and alcohol testing may obtain a deferral of testing if Human Resources concurs that a compelling need necessitates a deferral on the grounds that the employee is:

1. In a leave status (sick, annual, administrative or leave without pay); or
2. In official travel status away from the test site or imminently embarking on official travel scheduled prior to testing notification.

B. An employee whose random drug and/or alcohol test is deferred will be subject to testing on his/her next regularly scheduled work shift.

IX. POSITIVE TEST RESULT PROCEDURE

- A. Samples testing positive for controlled substances or illegally used drugs will undergo further testing to identify the specific type of drug(s) or substance(s) in the specimen.
- B. The applicant or employee will be contacted by the MRO and have the opportunity to provide an explanation of a positive result, which may include providing medical documentation of lawful use of a prescription or over-the-counter medication.

- C. If the MRO determines there is no justification for the positive result, such result will then be considered a verified positive test result.
- D. The MRO shall notify Human Resources of a verified positive test result.
- E. The MRO will notify the employee of the verified positive test result. Once notified, the employee may within 72 hours of notification request the split specimen be tested by another DHHS certified lab.
- F. If the employee is unable, for a legitimate reason, to make this request within the 72 hour period, the split specimen test will automatically be conducted.
- G. The employer shall pay for the additional test if the additional test results are negative, and the employee shall pay for the additional tests if the additional tests are positive.

X. FINDINGS AND ADMINISTRATIVE DISCIPLINARY ACTION

- A. An employee may be found in violation of this policy on the basis of any appropriate evidence including, but not limited to:
 - 1. Direct observation of prohibited alcohol use or drug use including misuse of prescription medication; or
 - 2. Evidence obtained from an arrest or criminal conviction for a drug or alcohol related offense; or
 - 3. A verified positive test result; or
 - 4. An employee's voluntary admission, unless the employee is meeting the requirements as outlined under the Safe Harbor Referral; or
 - 5. Test refusal.
- B. An employee who is found to be in actual and illegal possession of a controlled substance, illegally used drug, and/or related paraphernalia while on duty and in or at any City-owned facility, City-owned property, City-approved activity, or City-owned vehicle, will be investigated and will be subject to termination. He/she may be prosecuted under the applicable state or federal law (refer to Federal Controlled Substances Act Title 21 United States Code, Offenses Involving Dangerous Drugs Title 45 Chapter 9 Montana Code Annotated, and Model Drug Paraphernalia Act Title 45 Chapter 10 Montana Code Annotated.)
- C. Effects of Positive Drug Testing Results
 - 1. Any employee receiving his or her first_verified positive test for a controlled substance will be referred to Human Resources, and will be subject to mandatory administrative action including referral to the SAP, and one (1) day leave without

pay. A second positive test indicating drugs and/or alcohol will result in termination of employment.

2. Any employee receiving his or her first verified positive test for illegally used drugs, i.e., prescription medication or over-the-counter medication, shall be referred to Human Resources and will be subject to mandatory administrative action including referral to the SAP, and to one (1) day leave without pay. A second positive test indicating drugs and/or alcohol will result in termination of employment.
3. Successful completion of any rehabilitation recommended will be a condition of continued employment.
 - a. The cost of rehabilitation will be the responsibility of the employee.
 - b. Employees may be allowed to use accrued leave (Sick leave followed by vacation and/or compensatory leave) to complete rehabilitation until such leave is exhausted, at which time the employee may be allowed to go on unpaid leave.
 - c. The employee remains responsible for successful completion of the SAP designated treatment program, and assertions regarding the effectiveness of a program shall not constitute either an acceptable explanation or excuse for continuing to misuse alcohol and/or drugs or a defense to disciplinary action if the employee does not complete treatment.
4. The City may initiate action to terminate an employee for refusing to obtain and complete counseling or rehabilitation through an SAP or a state licensed facility as recommended by SAP.
5. The employee must have a negative test result before returning to work.
6. The employee shall be subject to a return-to-duty agreement.
7. Following a verified positive test and after returning to duty, the employee will be subject to unannounced testing for a period of time determined by the SAP.

D. Effects of Positive Alcohol Testing Results

1. When an employee is found to be in violation of the alcohol provisions of this policy, he or she shall be referred to Human Resources and will be subject to mandatory administrative action, including referral to the SAP and one (1) day leave without pay. A second positive test indicating drugs and/or alcohol will result in termination of employment.
2. If the employee is retained, the SAP's recommended rehabilitation will be a condition of continued employment.
 - a. The cost of rehabilitation will be the responsibility of the employee.
 - b. Employees may be allowed to use accrued leave to complete rehabilitation until such leave is exhausted at which time the employee may be allowed to go on unpaid leave.
 - c. The employee remains responsible for successful completion of a treatment program, and assertions regarding the effectiveness of a program shall not constitute either an acceptable explanation or excuse for continuing to misuse alcohol and/or drugs or a defense to disciplinary action if the employee does not complete treatment.
3. The City may initiate action to terminate an employee for refusing to obtain counseling or rehabilitation through an SAP or a state licensed facility.
4. The employee must have a negative test result before returning to work.
5. The employee shall be subject to a return-to-duty agreement.
6. Following a verified positive test and after returning to duty, the employee will be subject to unannounced testing for a period of time determined by the SAP.
7. Any subsequent positive test for alcohol use will subject the employee to termination of employment.
8. An employee with a first breath alcohol test which shows a breath alcohol content of .02 or greater but .04 or less may not return to duty for the remainder of the

scheduled work day and must take sick leave for the remainder of his/her shift. The employee shall have a negative test result before returning to work.

XI. RECORDS AND REPORTS

- A. The employee's privacy shall be maintained. All testing information specifically relating to individuals pursuant to this program and any intervention steps, including referral for treatment, counseling or rehabilitation programs, is confidential and shall be treated as such by everyone authorized to review or compile program records.
- B. In order to efficiently implement this requirement and to make information readily retrievable, Human Resources shall maintain all records relating to testing, suspicion of tampering, and any other authorized documentation necessary to implement this policy. Such information shall remain confidential, with only authorized individuals who have a need-to-know having access to them.
- C. The results of a test of an employee for alcohol, controlled substances, or illegally used drugs along with all information, interviews, reports, statements, and memoranda will not be disclosed to an outside entity without the prior written consent of such employee, unless the disclosure is:
 - 1. to the tested employee;
 - 2. to the MRO;
 - 3. to the SAP in which the employee is receiving counseling or treatment or is otherwise participating;
 - 4. to the Human Resources Director, the Department Director, and the City Administrator, the Assistant City Administrator or people with the legal right to access;
 - 5. pursuant to the order of a court of competent jurisdiction or where required by the Department to defend against any challenges of adverse personnel action by the City;
 - 6. report information that is required by law to be reported to a state or federal licensing authority in response to inquiries relating to a workplace accident involving death, physical injury, or property damage in excess of \$1,500 when

there is reason to believe that the tested employee may have caused or contributed to the accident.

- D. Test results with all identifying information removed may be used for data collection and other activities necessary to comply with testing requirements.
- E. Information obtained through testing that is unrelated to the alcohol use, controlled substance use, or illegal use of a drug must be held in strict confidentiality by the Medical Review Officer and may not be released to the employer without the written consent of the employee tested.

XII. ADDITIONAL PROVISIONS

- A. Department Educational Program: Annually, employees will be provided with information regarding controlled substances, alcohol, and illegal use of drugs. All supervisors shall receive training in compliance with 49 CFR 382.603.
- B. Notification of Conviction: Any employee who is convicted of a criminal drug or alcohol related violation must notify the City within five (5) calendar days of the conviction. A conviction, a plea of guilty, a plea of no contest, receiving a suspended imposition of a sentence, and a withheld judgment will all be considered the same as a conviction. This obligation to report applies even to deferred prosecutions and deferred impositions of sentence.
- C. Limitation of Adverse Action: No adverse action, including follow-up testing, may be taken by the employer if the employee presents a reasonable explanation confirmed by the MRO indicating that the original test results were not caused by the use of controlled substances, by alcohol consumption, or by the illegal use of drugs. Reasonableness shall be determined by Human Resources. If the employee presents a reasonable explanation confirmed by the MRO, the test results must be removed from the employee's record and destroyed.
- D. Employee's Right of Rebuttal: The employer shall provide an employee or prospective employee who has been tested under any qualified testing program with a copy of the test report. The employee or prospective employee will be given the opportunity to provide notification to the Medical Review Officer of any medical information that is relevant to interpreting test results, including information concerning currently or recently used prescription or nonprescription drugs. The employer is also required to obtain an additional test of the split sample by an independent laboratory selected by the person tested at the request of the employee. (See Section XI.) The employee must be provided the opportunity to rebut or explain the results of any test.

- E. New Employee Notification: Applicants for City positions will be informed about the drug-free workplace policy on the vacancy announcement. During the screening process applicants will be notified of the testing requirements and that appointment to the position is contingent upon a negative pre-employment drug test. Upon hiring, new employees will receive a copy of the policy in the Employee Policy Handbook.
- F. Employee Policy Confirmation Receipt: Employees will be required to sign a statement that confirms that he/she has received a copy of the alcohol and drug-free workplace policy. The statement will be maintained in the employee's personnel file.
- G. Cost: Testing will be at the employer's expense: If an employee contests the verification test results, another test will be conducted. If that test is positive, the employee will be responsible for payment. If it is negative, the employer will be responsible for payment. Employees will be compensated at the employee's regular rate, including benefits, for time attributable to the testing program.
- H. Unintentional Ingestion: Any employee who unintentionally ingests a controlled substance shall immediately report the incident to his/her supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.
- I. Voluntary Testing: Employees may volunteer for testing as part of a City investigation. The employee must cooperate with all parts of the test and complete all requirements of collection site personnel.

XIII. RESERVATIONS

Employees who are enrolled in and are participating in, or have completed a supervised rehabilitation program and are no longer engaging in the misuse of alcohol, use of controlled substances, or illegal use of drugs, shall be protected from discrimination and harassment in accordance with the Americans with Disabilities Act of 1990. This prohibition does not preclude follow-up testing.

This program is intended to carry out the City's Alcohol and Drug-Free Workplace Policy. All situations will be handled in accordance with this policy and in consultation with representatives of Human Resources.

XIV. POLICY AND PROCEDURE DEFINITIONS

Adulterant – Adulterating substance or agent aimed to corrupt, debase, or make impure.

Adulterated specimen – A urine specimen containing a substance that is not a normal constituent or containing an endogenous substance at a concentration that is not a normal physiological concentration.

Alcohol – means an intoxicating agent in alcoholic beverages, food, or medication; ethyl alcohol, also called ethanol; or the hydrated oxide of ethyl.

Alcohol concentration – means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Breath Alcohol Technician (BAT) – A person who instructs and assists individuals in the alcohol testing process and operates an EBT.

Cancelled test – A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which this part otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test. Having a cancelled test does not relieve the employee of the responsibility to provide a test that produces a measured outcome.

Collection site – A place designated by the employer where employees present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs or providing a breath sample to be analyzed for the presence of alcohol.

Confirmation test - For alcohol, a second test following a screening test with a result of 0.02 or greater that provides a measure of alcohol concentration. For controlled substances and illegally used drugs testing, an analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screening test and which uses a different technique and chemical principle from that of the initial screening test in order to ensure reliability and accuracy.

Controlled Substance – means any drug, substance, or precursor included in Schedules I through V as defined by Section 812 of Title 21 of the United States Code (21 USC 812) or any drug, substance, or precursor included within the definition of "Dangerous Drug" in Title 50 Chapter 32 Part 2, Montana Code Annotated (for example, but not limited to: cocaine, marijuana, methamphetamine.) For the purpose of this policy, the term 'controlled substance' does not include the use of prescribed drugs, which have been legally obtained and are being used in the manner and for the purpose for which they were prescribed. The term does not include distilled spirits, wine, malt beverages, or tobacco. It does include medical marijuana.

Conviction – means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug or alcohol statutes.

Critical Incident – means any incident in which someone is killed or is seriously injured.

Dilute specimen – means a urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Direct observation – means an employee being directly observed while providing a urine sample. The procedure will include direct inspection of the employee with shirt lifted and trousers lowered and will include direct observation of urine leaving the body and entering the collection container.

Employee – All part-time and full-time ~~and seasonal~~ Teamsters' bargaining unit employees of the City of Billings ~~engaged in the performance, supervision, or management of work in a hazardous work environment, security position, position affecting public safety, or fiduciary position. It does not include an independent contractor. The term includes an elected official.~~

Employee Assistance Program (EAP) – means a contract-based counseling program that offers assessment, short-term counseling, and referral services to employees for a wide range of drug, alcohol, and mental health problems, and monitors the progress of employees while in treatment.

Employer – means the City of Billings.

Evidential Breath Testing Device (EBT) – means an instrument reliable in measuring alcohol concentration in breath, which meets the National Highway Traffic Safety Administration specifications and is listed in the conforming products list of evidential breath testing devices.

Hazardous work environment ~~includes but is not limited to positions:~~

- ~~i. For which controlled substance and alcohol testing is mandated by federal law, such as aviation, commercial motor carrier, railroad, pipeline, and commercial marine employees;~~
- ~~ii. That involve the operation of or work in proximity to construction equipment, industrial machinery, or mining activities; or~~
- ~~iii. That involves handling or proximity to flammable materials, explosives, toxic chemicals, or similar substances.~~

Illegally Used Drugs / Illegal Use of Drugs – means:

- A. any prescribed drug which is legally obtainable but has not been legally obtained or is not being used for prescribed purposes or in the prescribed manner;
- B. any other over-the-counter or non-drug substances (for example, but not limited to: airplane glue) being used for other than their intended purpose.

Initial test or Screening test – means a test for controlled substances or illegally used drugs to eliminate “negative” urine specimens from further consideration and to identify the presumptively positive specimens that require confirmation or further testing. In alcohol testing, an analytical procedure to determine whether an employee has a prohibited concentration of alcohol in his or her system.

Insufficient urine specimen – means less than the 45mL of urine required to constitute a sufficient testing volume. An insufficient specimen will prompt “shy bladder” procedures.

Medical Review Officer (MRO) –Means a licensed physician trained in the field of substance abuse.

Precursors – means a biochemical substance which can be processed or synthesized into one of the categories of drugs to be tested under this policy.

Prospective employee means an individual who has made a written or oral application to the City of Billings to become an employee. **Qualified testing program** – means a program to test for the presence of controlled substances and alcohol that meets the criteria set forth in sections 39-2-207 and 39-2-208 Montana Code Annotated. **Random testing** – means a system of drug and alcohol testing imposed without individualized suspicion that a particular employee is using controlled substances, alcohol, or illegally using drugs. The system is a statistically random sampling of such employees based on a neutral criterion, such as social security numbers.

Referral Physician – means a licensed physician, acceptable to the MRO, who has expertise in the medial issues raised when an employee provides and insufficient urine specimen. The MRO may act in this capacity if he/she has appropriate expertise.

Return-to-Duty Agreement – means an agreement between the City and an employee that allows an employee continued employment under stringent guidelines prohibiting use of drugs and alcohol. An employee’s failure to meet the terms of the agreement, which may include successfully passing tests for alcohol and/or controlled substances and/or illegally used drugs, shall result in termination.

Sample – means a urine specimen, a breath test, or oral fluid obtained in a minimally invasive manner and determined to meet the reliability and accuracy criteria accepted by laboratories for the performance of drug testing that is used to determine the presence of a controlled substance or alcohol.

Shy bladder procedure – means the procedure that is followed when an employee does not provide a sufficient urine volume (45mL) for testing.

Split specimen – means, in drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.

Substance Abuse Professional (SAP) – the City’s substance abuse professional who evaluates employees who have violated drug and alcohol policies and makes recommendations concerning education, treatment, follow-up testing, and after care.

Supervisor – means a non-bargaining employee who exercises supervision of one or more employees.

Unannounced test – means a test for alcohol, control substances, and/or illegally used drugs previously scheduled and announced only to the employee just prior to the scheduled time, allowing only appropriate time for the employee to immediately proceed directly to the scheduled testing site.

Under the Influence/Impaired – When an employee is affected by a drug or alcohol or a combination of a drug and alcohol. The symptoms of influence and/or impairment are not confirmed to those consistent with misbehavior, or to obvious impairment of a physical or mental ability such as slurred speech or difficulty in maintaining balance. A determination of use, influence, and/or impairment can be established by a professional opinion, urine, blood or any other commonly used scientific valid tests and in some cases by a lay person's opinion. An employee will be presumed to be impaired and in violation of this policy whenever the presence of drugs is detected at levels determined by the testing laboratory as constituting a positive indication for drugs. An employee will be presumed to be impaired by positive indication for drugs. An employee will be presumed to be impaired by alcohol whenever the presence of alcohol is detected at a level of .04% or greater.

Verified Positive Test Result for Alcohol – means the presence of alcohol in the breath at a level of greater than .04 as confirmed by two tests with evidential breath testing devices and administered by a trained and certified Breath Alcohol Technician.

Verified Positive Test Result for Drugs – means a test result that was positive for a controlled substance or illegally used drug on an initial FDA-approved immunoassay test, confirmed by a Gas Chromatography/Mass Spectrometry assay, (or other confirmation tests approved by the U.S. Department of Health and Human Services), and reviewed and verified by the Medical Review Officer in accordance with this policy and the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

REFERENCES:

Montana Workforce Drug and Alcohol Testing Act
39-2-205 through 39-2-211 Montana Code Annotated (MCA)

Procedures for Transportation Workplace Drug and Alcohol Testing Programs
Title 49 Part 40 (and Part 382) Code of Federal Regulations (CFR)

Federal Controlled Substances Act
Title 21 United States Code (USC)

Offenses Involving Dangerous Drugs and Procedural Provisions
Title 45 Chapter 9 Montana Code Annotated (MCA)

Model Drug Paraphernalia Act

Title 45 Chapter 10 Montana Code Annotated (MCA)

Controlled Substances Codes

Title 50 Chapter 32 Montana Code Annotated (MCA)