

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

March 11, 2019

5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Joy

ROLL CALL: Councilmembers present on roll call were: ☐ Cromley, ☐ Yakawich, ☐ Neese, ☐ Ewalt, ☐ Joy, ☐ Friedel, ☐ Gibbs, ☐ Ronning, ☐ Clark, ☐ Brown

MINUTES: February 25, 2019

COURTESIES:

PROCLAMATIONS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: 1 ONLY. Speaker sign-in required. (Comments are limited to three (3) minutes. Please sign the roster at the cart located at the back of the 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. **Bid Awards:**

1. **Seven (7) New Collection Trucks for the Solid Waste Division.** (Opened 2/26/19) Recommend Schedule 1 - Montana Peterbilt; \$1,646,160; Schedule 2 - Montana Peterbilt; \$208,605.
2. **Tank Truck for the Solid Waste Division.** (Opened 2/26/19) Recommend Kois Brothers Equipment Co.; \$82,408, with 5-year warranty included.
3. **W.O. 19-03, Contract No. 1 City Overlay.** (Opened 2/26/19) Recommend Knife River-Billings; \$1,297,604.70.
4. **W.O. 19-03, Contract No. 2 City Digouts.** (Opened 2/26/19) Recommend Wharton Asphalt, LLC; \$925,429.45.
5. **W.O. 19-03, Contract No. 3 City Crack Seal/Mastic.** (Opened 2/26/19) Recommend Wharton Asphalt, LLC; \$336,624.25.

B. **Questys Centralized Document Management System Agreement** with Harris Systems; \$86,896 upfront capital cost and annual maintenance \$10,881 for the 2nd year, with a 5% annual increase, an estimated 5-year cost of \$133,491.

C. **City-County Special Investigations Unit (CCSIU) Agreement** with Yellowstone County for 2019.

D. **Consultant Agreement** with Sanderson Stewart to complete the Inner Belt Loop Corridor Study; not to exceed \$100,000.

E. **Professional Services Contract** for design and construction administration of W.O. 19-01, Schedule 3 South Side Triangle Water Main Replacement; KLJ Engineering; \$577,600.

F. **Services Contract** for Pay Parking by Cell Phone System with PayByPhone.

G. **Amendment No. 1**, Residential Snow Plowing, Services Contract, FirstMark.

H. **Amendment No. 1**, Lease Extension through Terminal Project, Gift Shop Concession Agreement, Air Host Billings, Inc.

- I. **Amendment No. 3**, Lease Extension through Terminal Project, Airport Restaurant/Lounge Concession Agreement; Air Host Billings, Inc.
- J. **Confirmation of Probationary Police Officers** - Jonathan Hill and Raymond Steiber III.
- K. **2019-2020 City Council Priorities.**
- L. **Resolution** allocating \$15,000 of Council Contingency Funds for the 2019 USS Billings commissioning event.
- M. **Preliminary Minor Plat** of Lake Hills Subdivision 25th Filing, Amended, generally located north of the intersection of Ditton Drive and Greenbriar Road; Canal Vista, LLC, owner; Greg Reid of WWC Engineering, agent.
- N. **Preliminary Minor Plat** of Canal Vista Subdivision, generally located north of the intersection of Ditton Drive and Greenbriar Road; Canal Vista, LLC, owner; Greg Reid of WWC Engineering, agent.
- O. **Final Plat** of O'Malley Farms Subdivision.
- P. **Bills:**

- 1. February 11, 2019

REGULAR AGENDA: No Items

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 at the cart located at the back of the Council chambers or at the podium.)*

COUNCIL INITIATIVES:

ADJOURN:

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

Regular City Council Meeting

Meeting Date: 03/11/2019

TITLE: Bid Award - Trucks Cabs and Chassis for the Solid Waste Division

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

Bids were received on February 26, 2019, for seven (7) new collection trucks for the Solid Waste Division of the Public Works Department. Staff advertised for sealed bids on February 15 and February 22, 2019. The purchases will replace existing vehicles that are included in the approved Equipment Replacement Plan for FY 2019 and are included in the FY 2019 budget for the Solid Waste Division. Because the trucks are dissimilar, staff broke the bid into two schedules.

Schedule 1 - Six (6) new, tandem, tilt cab, 2019 or newer model, 66,000 GVW, cab and chassis with right-steer and 27 cubic yard automated side loading refuse compactor body. Six (6) bids were received. Montana Peterbilt provided the three lowest bids. However, staff believes that Montana Peterbilt's second lowest bid for the Scorpion trucks will handle the 300 gallon barrels in the alleys better than the lowest bid for the Curbtender trucks will.

Schedule 2 - One (1) new, tandem, Cab over Cab, 2019 model, 66,000 GVW cab and chassis. Eight (8) bids were received and Montana Peterbilt was the low bidder.

ALTERNATIVES ANALYZED

The Council may:

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

FINANCIAL IMPACT

The Solid Waste Division's FY 2019 budget includes adequate funds to replace the vehicles described. The City received bids from various bidders. A 5 year warranty for the engine and transmission is included in the bid. The bid summary is as follows:

Schedule 1 Six (6) new tandem tilt cab, 2019 model, 66,000 GVW, cab and chassis and side load compactor body. Trucks 0183, 0184 and 0185 will be traded in.

Name	Type	trade	Cost/Truck	Warranty	Total Six Trucks
Montana Peterbilt LLC	Scorpion	\$85,500.00	\$285,008.00	\$3,602.00	\$1,646,160.00

Montana Peterbilt LLC	Curbtender	\$85,500.00	\$280,598.00	\$3,602.00	\$1,619,700.00
Montana Peterbilt LLC	Heil Durapack	\$60,000.00	\$289,634.00	\$3,602.00	\$1,699,416.00
Jack's Truck and Equipment	Scorpion	\$85,500.00	\$305,486.00	\$2,529.00	\$1,762,590.00
Jack's Truck and Equipment	Curbtender	\$85,500.00	\$301,077.00	\$2,529.00	\$1,736,136.00
Jack's Truck and Equipment	Heil Durapack	\$60,000.00	\$310,113.00	\$2,529.00	\$1,815,852.00

Schedule 2 One (1) new tandem cab over cab, 2019, 66,000 GVW cab and chassis. Truck 0156 will be traded in.

Name	Type	Trade	Cost	Warranty	Total
Montana Peterbilt LLC	Cobra	\$5,500.00	\$237,573.00	\$3,662.00	\$235,735.00
Montana Peterbilt LLC	Leach	\$5,500.00	\$234,462.00	\$3,662.00	\$232,624.00
Montana Peterbilt LLC	Heil PT1000	\$20,000.00	\$224,943.00	\$3,662.00	\$208,605.00
Montana Peterbilt LLC	Heil 5000	\$26,500.00	\$233,478.50	\$3,662.00	\$210,640.50
Jack's Truck and Equipment	Leach	\$5,500.00	\$241,594.00	\$4,014.00	\$240,108.00
Jack's Truck and Equipment	Cobra	\$5,500.00	\$244,701.00	\$4,014.00	\$243,219.00
Jack's Truck and Equipment	Heil 5000	\$26,500.00	\$240,880.00	\$4,014.00	\$218,394.00
Jack's Truck and Equipment	HeilPT1000	\$20,000.00	\$232,075.00	\$4,014.00	\$216,089.00

RECOMMENDATION

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

- Six side load trucks to Montana Peterbilt for a total of \$1,646,160.00 (schedule 1). Trade units 0170, 0171 and 0180 will not be traded as a better price can be obtained by selling these vehicles at auction or via a sealed bid. Only Units 0183, 0184 and 0185 will be traded in.
- One tandem tilt cab over cab to Montana Peterbilt for a total of \$208,605.00 (schedule 2). Truck 0156 will be traded in.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 03/11/2019

TITLE: Bid Award New Tank Truck for the City of Billings, Solid Waste Division

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

Staff received and opened bids on February 26, 2019 to purchase a new Tank Truck for the Solid Waste Division of the Public Works Department. Staff advertised for sealed bids on February 15, and February 22, 2019. This purchase is included in the FY 2019 Equipment Replacement Plan (ERP) and the FY 2019 budget for the Solid Waste Division. The City received one bid from Kois Brother's Equipment Co. and the bid was within the estimated replacement cost.

ALTERNATIVES ANALYZED

City Council may:

- Approve purchasing the new Tank Truck from Kois Brothers Equipment Co., or;
- Disapprove the purchase and reject the bid.

FINANCIAL IMPACT

One bid was received of \$79,658.00, plus 5-year warranty of \$2,750.00, for a total of \$82,408.00. There is no trade-in. Sufficient funds are available in the Solid Waste fund for this purchase,

RECOMMENDATION

Staff recommends that the City Council award the bid for a new Tank Truck to Kois Brothers Equipment Co., in the amount of \$82,408.00. This includes the Tank Truck and a five-year warranty.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting**Meeting Date:** 03/11/2019**TITLE:** Bid Award: W.O. 19-03 Contract No. 1 City Overlay**PRESENTED BY:** David Mumford, Public Works Director**Department:** Public Works**Presentation:** No

PROBLEM/ISSUE STATEMENT

Staff opened bids on February 26, 2019, for the 2019 Street Maintenance Program, City Overlay Contract. There were two bids and Knife River submitted the lowest responsible bid. This project is part of the on-going Street Preventative Maintenance Program supported by the City Council since 1985. Annually, staff identifies streets proposed for preventative maintenance that includes pavement patching, chip seal resurfacing, overlay resurfacing, and crack sealing. This contract will provide an overlay on approximately 1.7 miles on King Ave W (Canal to 31 St W), 20th St W (King Ave W to Monad), 32nd St W (Central to Broadwater), and Zimmerman (Broadwater to Grand). One Additive Alternate was included with the bid. Alternate A is to overlay 32nd St W from Monad to Central. A work location map for this project is attached. Staff recommends that the project is awarded with the additive alternate A. The contract was advertised on February 8th, 15th, and 22nd in *The Yellowstone County News* and on the City's website.

ALTERNATIVES ANALYZED

The Council may:

- Award W.O. 19-03 Contract No. 1 City Overlay to Knife River-Billings, in the amount of \$1,297,604.70; or
- Not award the contract to Blank and reject all bids. If the contract is not awarded, the streets planned for maintenance will continue to degrade.

FINANCIAL IMPACT

The following bids were received and evaluated:

Contractor	Base Bid+Additive Alternate A
Knife River - Billings	\$1,297,604.70
FirstMark Construction	\$1,530,478.38

The funding for the project was budgeted in FY19 and the source is gas tax and arterial funds.

Project Budget	\$2,875,000.00
Previously Encumbered	\$0
This Contract	\$1,297,604.70
W.O. 19-03 Contract No.2 City Digouts	\$925,429.45
W.O. 19-03 Contract No.3 City Crack Seal/Mastic	\$336,624.25
Budget Remaining	\$315,341.60

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 19-03 Contract No.1 City Overlay to Knife River in the amount of \$1,297,604.70.

APPROVED BY CITY ADMINISTRATOR

Attachments

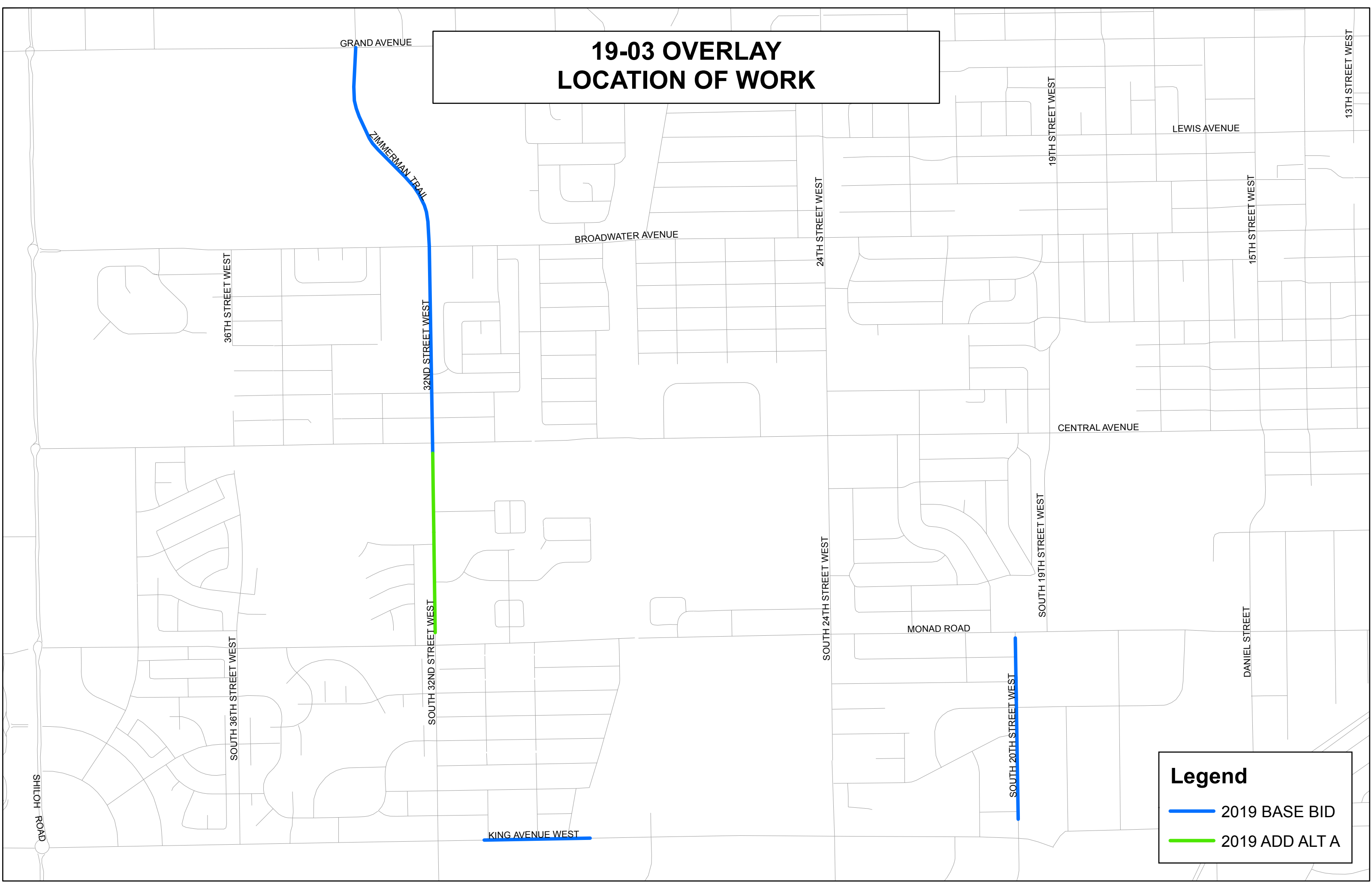
Overlay Map

19-03 OVERLAY LOCATION OF WORK

Legend

2019 BASE BID

2019 ADD ALT A



Regular City Council Meeting

Meeting Date: 03/11/2019

TITLE: Bid Award: W.O. 19-03 Contract No. 2 City Digouts

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

Staff opened bids on February 26, 2019, for the Work Order 19-03, Contract No. 2 City Digouts. There were three bids received and Wharton Asphalt, LLC submitted the lowest responsible bid. This project is part of the on going Street Preventative Maintenance Program supported by the City Council since 1985. Annually, staff identifies streets proposed for preventative maintenance which typically includes chip seal resurfacing, overlay resurfacing, and crack sealing. Digouts include pavement patching of moderate to severe pavement failures such as potholes and alligator cracking. It also includes leveling low spots and settlements. They are done in preparation for chip seal resurfacing which will be performed in summer of 2020. The project will provide digouts on approximately 16 miles of streets of various streets throughout the City. The attached map shows the locations of the proposed work. The contract was advertised on February 8, 15, and 22 in *The Yellowstone County News* and on the City's website.

ALTERNATIVES ANALYZED

The Council may:

- Award W.O. 19-03, Contract No. 2 City Digouts to Wharton Asphalt, LLC, in the amount of \$925,429.45; or
- Do not award a contract and reject all bids. If this project is not awarded, the deferred maintenance of City streets will increase.

FINANCIAL IMPACT

The following bids were received and evaluated:

Contractor	Base Bid
Wharton Asphalt LLC	\$925,429.45
Knife River - Billings	\$949,495.50
FirstMark Construction	\$1,027,893.00

The funding for the project was budgeted in FY19 and the source is gas tax.

Project Budget	\$2,875,000.00
Previously Encumbered	\$0
W.O. 19-03 Contract No. 1 City Overlay	\$1,297,604.70
This contract	\$925,429.45

W.O. 19-03 Contract No. 3 City Crack Seal/Mastic	\$336,624.25
Budget Remaining	\$315,341.60

RECOMMENDATION

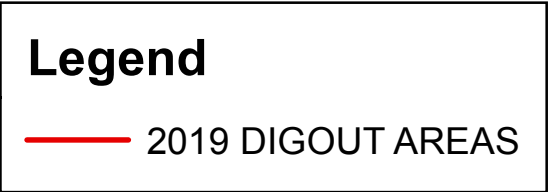
Staff recommends the City Council award a contract for W.O. 19-03, Contract No. 2 City Digouts, to Wharton Asphalt, LLC, in the amount of \$925,429.45.

APPROVED BY CITY ADMINISTRATOR

Attachments

Digout Map

19-03 DIGOUTS LOCATION OF WORK



Regular City Council Meeting**Meeting Date:** 03/11/2019**TITLE:** Bid Award: W.O. 19-03 Contract No. 3 City Crack Seal/Mastic**PRESENTED BY:** David Mumford, Public Works Director**Department:** Public Works**Presentation:** No

PROBLEM/ISSUE STATEMENT

W.O. 19-03, Contract No. 3 City Crack Seal/Mastic is part of the 2019 Street Maintenance program. Bids were opened on February 26th. There were two bids received and Wharton Asphalt, LLC submitted the lowest responsible bid. Annually, staff identifies streets proposed for preventative maintenance. Staff typically bids this work in three contracts: chip seal resurfacing, overlay resurfacing, and crack sealing. This contract will provide crack sealing and mastic filling on approximately 17 miles of City streets. The project was advertised on February 8, 15, and 22 in the *Yellowstone County News* and on the City's website.

ALTERNATIVES ANALYZED

The Council may:

- Award W.O. 19-03, Contract No. 3 City Crack Seal/Mastic, to Wharton Asphalt, LLC, in the amount of \$336,624.25; or
- Do not award a contract and reject all bids. If this project is not awarded, the deferred maintenance of City streets will increase.

FINANCIAL IMPACT

The following bids were received and evaluated:

Contractor	Base Bid
Wharton Asphalt, LLC	\$336,624.25
Z&Z Seal Coating, Inc.	\$412,437.80

The funding for the project was budgeted in FY19 and the source is gas tax.

Project Budget	\$2,875,000.00
Previously Encumbered	\$0
W.O. 19-03 Contract No. 1 City Overlay	\$1,297,604.70
W.O. 19-03 Contract No. 2 City Digouts	\$925,429.45
This Contract	\$336,624.25
Budget Remaining	\$315,341.60

RECOMMENDATION

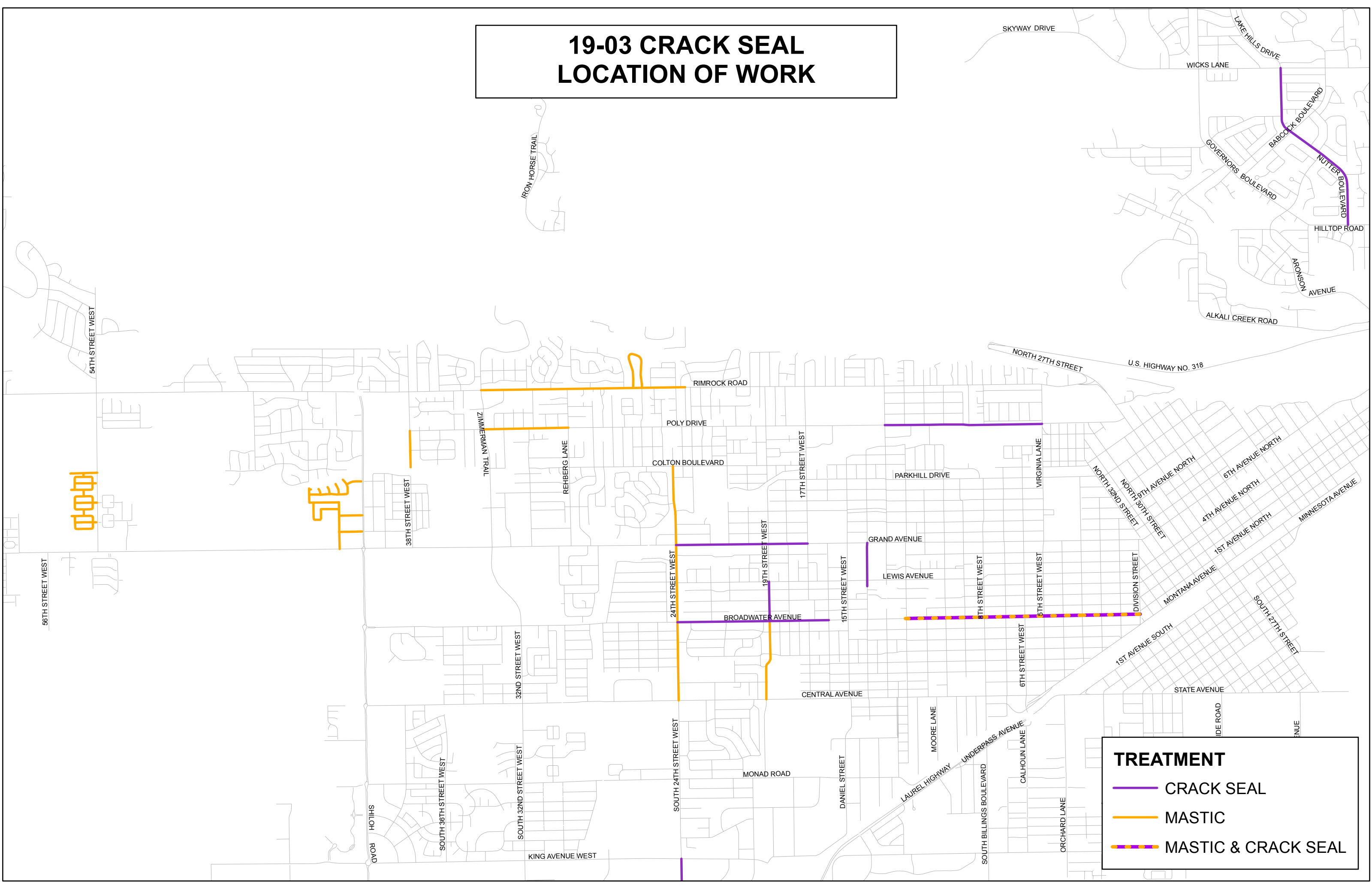
Staff recommends the City Council award a contract for W.O. 19-03, Contract No. 3 City Crack Seal/Mastic, to Wharton Asphalt, LLC, in the amount of \$336,624.25.

APPROVED BY CITY ADMINISTRATOR

Attachments

Crack Seal Map

19-03 CRACK SEAL LOCATION OF WORK



- TREATMENT**
- CRACK SEAL
 - MASTIC
 - MASTIC & CRACK SEAL

Regular City Council Meeting

Meeting Date: 03/11/2019

TITLE: Centralized Document Management System

PRESENTED BY: David Watterson, IT Director

Department: Information Technology

Presentation: No

PROBLEM/ISSUE STATEMENT

City Administration along with the Leadership Team recognized the need for a Centralized Document Imaging (CDI) solution to manage and digitize our daily important documents including contracts, invoices, plans, agreements, budgets, legal documents, etc. The desired system will allow us to manage, archive, preserve, search, and share content with other users in a secure and controlled manner. Our organization currently stores paper documents in boxes taking up valuable storage space in many of our facilities. Paper documents are very inefficient to search and/or manage. Some departments have digitized documents but they are located in a variety of different locations and cannot be accessed or managed from a single user interface.

The Centralized Document Management Solution is an approved Supplemental Budget Request (SBR) for the FY2019 budget. The SBR approved total is \$ 128,400 which includes \$ 105,000 one-time and \$ 23,400 for on-going expenses. An RFP was advertised and a committee comprised of representation from throughout the organization evaluated six (6) proposals. MCCi (LaserFiche) and Harris (Questys) were selected as finalists with both providing a solution designed to meet the needs of our organization. Overall pricing comparison: MCCi/LaserFiche \$ 196,820 upfront & \$ 30,390 each year thereafter vs Harris/Questys \$ 86,896 upfront & \$ 10,810 each thereafter. Both solutions required an upfront and on-going investment by IT for server, storage, backups, and disaster/recovery services. The SBR will pay for the Questys one-time & on-going costs along with the mentioned IT costs necessary to support the solution. The Questys solution from Harris Systems was selected based on their ability to meet our advertised needs, the completeness of their interface to our existing enterprise software systems, full detailed pricing on the migration of existing documents into the new solution, and the overall pricing comparison.

A Centralized Document Management Solution will provide:

- A standard document imaging solution for all departments that meets current industry standards for records management.
- The ability to setup, manage, and enforce our city's records retention policies. Without a centralized document imaging solution, it is very difficult to manage a records retention policy.
- A one-stop solution to search for all documents that pertain to a specific keyword(s), phrase, identification number, etc. Staff can retrieve documents quickly and easily from all areas they have authority to search.
- Improved availability of documents by standardizing backups and disaster/recovery services.

- Cost savings, increased efficiency, and greater productivity. For example, by eliminating the boxes of paper documents we will save on storage costs, greatly reduce time to research/locate documents, and improve our ability to share documents with others in the organization and/or the public.
- Improved Business Processes with custom designed workflows to route documents for review, approval, and/or notification.

ALTERNATIVES ANALYZED

City Council may:

- Approve purchasing the Questys Centralized Document Management System for \$ 86,896, or
- Disapprove the purchase and provide guidance to staff.

FINANCIAL IMPACT

The cost of the Questys Centralized Document Management solution is \$86,896, which includes all product licensing, installation, on-site and remote training, requested document migration, and the 1st year of Gold level support. Ongoing annual maintenance is \$10,881 for the 2nd year with a 5% annual increase bringing us to an estimated 5-year cost of ownership of \$133,491.

This is an approved Supplemental Budget Request (SBR) for the FY2019 budget and will be paid for through cost allocation from the Finance and the Information Technology Departments.

RECOMMENDATION

Staff recommends that the City Council approve the purchase of the Questys Centralized Document Management System.

APPROVED BY CITY ADMINISTRATOR

Attachments

Questys Agreement

SOFTWARE IMPLEMENTATION, LICENSING AND SUPPORT AND MAINTENANCE AGREEMENT

THIS AGREEMENT made as of the 8th day of February, 2019.

BETWEEN:

HARRIS SYSTEMS USA INC

("Harris")

- and -

THE CITY OF BILLINGS, MONTANA
("Organization")

RECITALS

1. The Organization wishes retain Harris to perform the Services (as defined herein) and Harris shall perform said Services;
2. Harris owns the Software (as defined herein);
3. The Organization wishes to acquire a license to utilize the Software and Harris wishes to grant the Organization a license to utilize the Software;
4. The Organization wishes to receive support and maintenance services related to the Software and Harris shall provide the support and maintenance services related to the Software;
5. The Organization and Harris agree to enter into an agreement dealing the Software implementation services, Software licensing, and support and maintenance services.

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE I INTERPRETATION

1.1 Definitions

Throughout this Agreement, except as otherwise expressly provided, the defined words and expressions set forth in Schedule E shall have the meanings ascribed to them in Schedule E. For the purposes of this Agreement the singular and plural of a defined term can be used interchangeably regardless of whether the definition in Schedule "E" is in reference to the singular or plural term.

1.2 Schedules and Exhibits

The Schedules and Exhibits described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

Schedule "A" -		Scope of Work
	Exhibit 1 -	Sample Form Change Order
Schedule "B" -		Software License Terms
	Exhibit 1 -	Description of Software
	Exhibit 2 -	Third Party Software License and Third Party Software Terms
Schedule "C" -		Support and Maintenance Terms
	Exhibit 1 -	Escrow Terms
	Exhibit 2 -	Standard Guidelines for Support and Maintenance Services
Schedule "D" -		Fee Structure & Payment Schedule
Schedule "E" -		Definitions

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule or Exhibit, the terms and conditions of the main body of this Agreement shall control.

ARTICLE II CONSULTING SERVICES

2.1 Harris's Services

Harris agrees, subject to the terms and conditions of this Agreement, to perform the services (the "Services") for the Organization set forth in the Scope of Work attached hereto as Schedule "A". While the Scope of Work describes in greater detail the Services, the method by which the Services shall be performed and other obligations on the part of the two parties, all warranties and representations on the part of Harris in respect of the Services and the Software are set forth in Article V below.

ARTICLE III SOFTWARE LICENSES

3.1 Software Licenses

Subject to the terms and conditions of this Agreement, Harris hereby grants to the Organization a Software license in accordance with the license terms set forth in Schedule "B".

**ARTICLE IV
SUPPORT AND MAINTENANCE SERVICES**

4.1 Support and Maintenance Services

Harris agrees, subject to the terms and conditions of this Agreement, to provide support and maintenance services (the "Support and Maintenance Services") for the Organization set forth in the Schedule "C", attached hereto.

**ARTICLE V
REPRESENTATIONS AND WARRANTIES**

5.1 Warranty

Harris warrants to the Organization that:

- a) The Services will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks.
- b) The Software will substantially perform as described in the Documentation if the Software is used in accordance with the Documentation, the terms of this Agreement and where the Organization has the Required Programs the Required Hardware. The Organization's primary recourse in the event the Software does not conform to the Documentation is the repair and replacement of the Software.
- (a) Harris has the full right, authority and power to enter into this Agreement and to grant to the Organization the Licenses and rights conveyed by this Agreement.

Despite the foregoing, Harris shall have no liability hereunder if the Organization has modified the Software in any manner without the prior written consent of Harris.

5.2 No Other Warranties

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, Harris does not represent or warrant and the Organization acknowledges that there are no further representations or warranties, whether express or implied, including any warranties regarding the merchantability of the Services nor for any outcome. Moreover, no warranties are provided in relation to Releases in this Agreement. Harris reserves the right to correct any defects about which it is made aware and to produce Releases at a time of Harris's own choosing and at Harris's discretion. Without limiting the generality of the foregoing, Harris does not represent or warrant and the Organization acknowledges that there are no further representations or warranties:

- (a) that the functions contained in the Software will operate in the combinations which may be selected for use by the Organization or will meet the Organization's requirements and satisfy its intended results;

- (b) that the operation of the Software will be error free.

5.3 Required Programs

- (a) The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the “**Required Programs**”), as detailed in Exhibit 1 of Schedule “B”, attached hereto. The Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein, including for any future updates about which Organization is provided with commercially reasonable advance notice.
- (b) The Organization acknowledges that the use of the Software requires the that the Organization have at minimum the hardware as may be referenced by Harris programs (the “**Required Hardware**”) as detailed in Exhibit 1 of the attached Schedule “B”. Organization’s hardware must also be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of the proper installation and implementation of the Software in accordance the Agreement and Upgrades about which Organization is provided with commercially reasonable advance notice and the general use of the Software by Organization. If Harris determines that Organization’s hardware is not of sufficient quality, condition and repair, Harris shall notify Organization in writing of the Hardware deficiencies. Organization will strive to remedy any hardware deficiencies within 30 days of notification

5.4 Exclusions to Warranty

Harris shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of Harris, including

- (a) where the installation, integration, modification or enhancement of the Software has not been carried out by Harris or its authorized agent, or where Organization has taken any action which is expressly prohibited by the Documentation or this Agreement;
- (b) any use or combination of the Software with any software, equipment or services not supplied by or on behalf of Harris;
- (c) user error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted in the relevant scope of work or in this Agreement;
- (d) Organization’s failure to install a new Update which has been released to remedy an error or bug, and which Harris has stated to Organization is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as Harris may determine is important in its sole discretion; or
- (e) natural disasters, power surges, lightning strikes, and the like.

**ARTICLE VI
FEES AND PAYMENTS**

6.1 Fees and Payments

- (a) The Organization agrees to pay Harris total fees in accordance with the fee and payment schedule in Schedule "D", attached hereto.
- (b) During the term of this Agreement, Harris shall, from time to time, deliver invoices to Organization. Each invoice delivered to Organization by Harris shall be due and payable upon receipt thereof by Organization.
- (c) The Organization shall reimburse Harris for (1) its direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; (2) a travel time rate of \$75.00 per hour; (3) a per diem rate of \$65.00 for week days and a \$110.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided); (4) a mileage charge based on the current Internal Revenue Service recommended rate per mile; and (5) all other reasonable expenses incurred in the performance of Harris's duties including courier services and documentation copying or production. These costs are excluded from the total fees amount described in Section 6.1 (a).
- (d) In the event Organization fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Harris has under this Agreement or otherwise, Harris shall have the option to suspend or terminate all Services under this Agreement. Suspension or termination of any such Services shall not relieve the Organization of its obligation to pay its outstanding invoices, including any applicable late charges.
- (e) Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Harris may be required to collect or pay upon the delivery of the Services described in this Agreement shall be paid by Organization and are excluded from the prices listed in Schedule "B" and such sums (including the payment of the taxes) shall be due and payable to Harris upon receipt of an invoice. Any taxes levied after delivery of the Services described in this Agreement shall be paid by Organization. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes.

6.2 Change Orders

With respect to any proposed changes, modifications or amendments to the Software, Services or Support and Maintenance Services defined by this Agreement shall be subject to written approval by authorized representatives of both parties. Approval of any such proposed changes, modifications or amendments will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. A sample change order is presented in Schedule "C", attached hereto.

**ARTICLE VII
REMEDIES AND LIABILITY**

7.1 Remedies and Liability

- (a) Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (b) The Organization and Harris recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Harris arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
- (b) EXCEPT FOR DAMAGES ARISING OUT OF (a) DAMAGE TO TANGIBLE PROPERTY, (b) INJURY OR DEATH TO PERSONS, (c) HARRIS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (d) HARRIS'S INDEMNIFICATION OBLIGATIONS SET FORTH IN 7.3, BOTH PARTIES AGREE THAT THE AGGREGATE LIABILITY OF HARRIS TO ORGANIZATION FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, INCLUDING THOSE BASED ON BREACH OR RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY SHALL NOT EXCEED, IN THE AGGREGATE: (i) THE SERVICE FEES PAID BY ORGANIZATION TO HARRIS PURSUANT TO THE RELEVANT STATEMENT OF WORK, (ii) THE LICENSE FEES PAID BY THE ORGANIZATION PURSUANT TO THIS AGREEMENT AND (iii) THE AMOUNT OF SUPPORT AND MAINTENANCE FEES ACTUALLY PAID BY THE ORGANIZATION TO HARRIS UNDER THIS AGREEMENT DURING THE THEN-CURRENT TERM (WHICH SHALL IN NO EVENT BE GREATER THAN TWELVE (12) MONTHS) OF THE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.

IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES, AGGRAVATED DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY EITHER UNDER OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER BASED ON BREACH OR RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES.

7.2 Intent

The parties agree that the limitation of liability as set out in Section 7.1 above shall apply under any circumstances (including as a result of a default under this Agreement, a tort related claim or breach of contract). For the purposes of Section 7.1 only, a party relying on the limitation of liability shall be deemed to include that party's shareholders, directors, officers, employees, elected officials and affiliates.

7.3 Intellectual Property Indemnity

- (a) In the event there is a third party claim against Organization alleging that Organization's use of the Software in accordance with this Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trade-mark or trade secret or other intellectual property that is valid and enforceable in Organization's jurisdiction, Harris shall, at its expense, defend and indemnify Organization and pay any final judgment (including all damages awarded against Organization) against Organization or settlement agreed to by Harris on Organization's behalf. This indemnity is only effective where (i) Organization has not made any admissions or begun settlement negotiations either prior to or after providing notice to Harris of the applicable claim except with Harris's prior written consent, (ii) Harris has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iii) Organization assists and provides information to Harris throughout the action or proceeding, and (iv) Organization has not modified the Software in any manner whatsoever except with the prior written consent of Harris. Any breach by Organization of its covenants under this 7.3 shall nullify this indemnity but not the sole right of Harris to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the Organization's use of the Software is finally held to be infringing or Harris deems that it may be held to be infringing, Organization agrees that the only remedy available to it is that Harris shall be, at Harris's election, for Harris to: (1) procure for the Organization the right to continue use of the Software; or (2) modify or replace the Software so that it becomes non-infringing.
- (b) The foregoing states Harris's entire liability, and the Organization's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other property interest rights relating to the Software, or any part thereof or use thereof.
- (c) Organization may, at Organization's sole cost and expense—which is outside the scope of this indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.
- (d) The indemnity provisions of this Section 7.3 shall not apply to any other Third Party Software.

7.4 Remedies

Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of Harris arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE VIII GENERAL TERMS

8.1 Force Majeure

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the Organization's computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software. Any

applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

8.2 Confidentiality

- (a) Duty Owed to the Organization -- Harris acknowledges that it may receive information from the Organization or otherwise in connection with this Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, Harris agrees: (i) to maintain this information in confidence; (ii) not to use this information other than in the course of this Agreement; (iii) not to disclose or release such information except on a need-to-know only basis; (iv) not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of Harris; and (v) to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Harris, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the Organization.

8.3 Termination

- (a) If Harris should neglect to perform the Services properly or otherwise fail to comply with the requirements of this Agreement, the Organization must notify Harris in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, Harris must either correct the default at no additional cost to the Organization, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If Harris fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the Organization may terminate the whole of this Agreement or the part of this Agreement relating to the provision of Services and in such case will be responsible for payment to Harris of only that part of the fee earned by Harris for those Services performed up to the time of communication of such notice of termination to Harris.
- (b) If the Organization should fail to comply with its obligations under this Agreement, Harris must notify the Organization in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Organization must correct the default at no additional cost to Harris, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the Organization fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, Harris may terminate the whole of this Agreement and in such case the Organization will be responsible for payment to Harris of only that part of the fee earned by Harris for that part of the Services performed in accordance with this Agreement up to the time of communication of such notice of termination to the Organization.

- (c) The termination of this Agreement prior to the Completion of Services shall result in the termination of the Software License as well as the Support and Maintenance Services. In the event the Agreement is terminated prior to the Completion of Services, then within thirty (30) days following such termination, the Organization shall either return to Harris or delete the Software from all of its locations (except as required under any statute related to retention requirements) and shall certify, under the hand of a duly authorized officer of the Organization, that all copies of the Software or any part thereof, in any form, within the possession or control of the Organization have either been returned to Harris or deleted. If, however, this Agreement is terminated following the Completion of Services, then the Organization may retain the copy of the Software in its possession as of the Completion of Services. Notwithstanding the foregoing, the Organization will remain subject to the obligations imposed upon it pursuant to this Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality and all of the restrictions on the Organization as set out in Section 3 of Schedule "B", attached hereto.
- (d) All warranties related to the Services and Software automatically terminate upon the termination of this Agreement.

8.4 Mediation

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

8.5 Addresses for Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

Harris Systems USA Inc., a Delaware company
1224 Fern Ridge Pkwy., Suite 100
St. Louis, MO 63141

and in the case of the Organization, to:

The City of Billings, Montana
210 North 27th Street,
Billings, MT 59101
Attention: David Watterson, Information Technology Director
Telephone: 406-657-8330

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 8.5.

8.6 Assignment

Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

8.7 Reorganizations

The Organization acknowledges that the License fee set out in this Agreement has been established on the basis of the structure of the Organization as of the Effective Date. To the extent that the Organization amalgamates, consolidates or undergoes any similar form of corporate reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the Organization is the resulting or continuing entity) requires additional Licenses to support the system, Harris shall be entitled to receive, and the Organization shall pay, an additional License fee based on the then prevailing License fee in effect. The provisions of this Section 8.7 shall apply to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 8.7 shall not apply where the Organization undergoes a Reorganization involving only other organizations that have already purchased a License from Harris only to the extent that the License is for the same Software. For purposes of this Agreement, any corporate changes undergone by the Organization will be characterized as either an assignment, in which case Section 8.6 will apply, or a Re-organization, in which case Section 8.7 will apply, but it is not intended that Section 8.6 and Section 8.7 will apply to any single sequence of events, if such application would result in a duplication of the fees provided for in those provisions.

8.8 Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Harris by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with

respect to the subject matter hereof. Organization acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

8.9 Section Headings

Section and other headings in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

8.10 Governing Law

This Agreement shall be governed by the laws of the State in which Organization is located.

8.11 Trial by Jury

Organization and Harris hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Harris in connection therewith or contemplated thereby.

8.12 Invalidity

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

8.13 Waiver

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

8.14 Counterparts

This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

8.15 Survival

Sections 7 and 8 shall survive the termination and/or expiration of this Agreement.

8.16 Competitive Bid

Organization has conducted a competitive evaluation and has concluded such efforts with this negotiated Agreement (including any addenda hereto); therefore, this Agreement may serve as the basis for similar agreements whereby other entities may contract separately with Harris. Organization agrees that Harris may disclose all or any portion of this Agreement to any of its current or prospective customers.

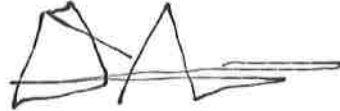
8.17**Further Assurances**

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Agreement and carry out its provisions.

IN WITNESS WHEREOF the parties hereto have duly executed this Software Implementation Services Agreement to be effective as of the date first written above

Harris Systems USA Inc., a Delaware company

Per:

A handwritten signature in black ink, appearing to read 'Dan Albert', written over a horizontal line.

Name: Dan Albert
Title: Vice President

THE CITY OF BILLINGS, MT

Per:

Name: William Cole
Title: Mayor

SCHEDULE "A"

Scope of Work

1.1 Harris's Services

In order to achieve the Completion of Services, Harris agrees, subject to the terms and conditions of this Agreement, to perform the following services (the "Services") for the Organization:

- (a) Oversee and implement the conversion from the Organization's existing software applications to Harris's Software.
- (b) Install the Software and perform necessary set up and configuration operations.
- (c) Provide training.
 - (i) Harris recommends a maximum of ten (10) people in each training class for optimal training. In any training class exceeding ten (10) people, Organization may be assessed an additional charge for additional instructors.
 - (ii) Organization is required to make copies of the training manuals required for the training classes either by photocopy or electronic duplication each of which is subject to the restrictions and obligations contained in this Agreement.
 - (iii) On-line reference documentation is delivered with each release. Organization may print this documentation solely for its internal use.
 - (iv) Cancellation of any on-site Services by Organization is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Organization will be billed for any non-recoverable direct costs incurred by Harris that result from a cancellation by Organization with fourteen (14) days or less of scheduled on-site Services. Additionally, Organization hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris's then current schedule permits. Harris is not responsible for any delay in Organization's project resulting from Organization's cancellation of Services. If upon Harris arrival, the Organization is not adequately prepared or has not completed the assigned tasks for such visit by Harris, then the Organization will be billed 100% of the on-site fee and scheduled on-site Services can be cancelled by Harris. If additional Services are required because the Organization was not adequately prepared, Harris will provide a Change Order to the Organization for the additional Services.
- (d) The Scope of Work describes in greater detail the Services, the method by which the Services shall be performed and other obligations on the part of the two parties. To the extent that the Scope of Work more explicitly details the Services or the obligations of a

party, then those details shall prevail over any other document that is less explicit. Any warranties or representations on the part of Harris in the Scope of Work are not binding on Harris and are merely provided for information purposes; the only warranties and representations provided by Harris in respect of the Services and this Agreement are found in Article III.

1.2 Performance by Harris

- (a) Manner of Performance -- Harris shall perform the Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof.
- (b) Harris's Discretion -- Harris shall determine in its sole discretion the manner and means by which the Services shall be performed, with due consideration of adequate knowledge transfer to the Organization personnel. Harris will communicate openly with the Organization on its methodology, manner and means.
- (c) Conduct on Organization's Premises -- The Services shall be performed with the Organization's full co-operation, on the premises of the Organization or, if agreed to by both parties, at an alternative location. Harris agrees, while working on the Organization's premises, to observe the Organization's rules and policies relating to the security thereof, access to or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information. Harris agrees that when it is working on the Organization's premises, its personnel shall observe the Organization's administrative and ethics codes relating to the security, access or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information.
- (d) Inquiries by Organization -- Harris shall respond expeditiously to any inquiries pertaining to this Agreement from the Organization.
- (e) Independence -- As an independent consultant, Organization retains Harris on an independent contractor basis and not as an employee.
- (f) Coordination of Services -- Harris agrees to work closely with Organization staff in the performance of Services and shall be available to Organization's staff, consultants, and other staff at all reasonable times.
- (g) Maintenance and Inspection -- Harris shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Harris shall allow a representative of Organization, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other documents created, pursuant to the Agreement. Harris shall allow inspection of all work, data, documents, proceedings, and activities related to the agreement for a period of two (2) years from the date of final payment under this Agreement unless Harris is required to maintain such records pursuant to any law or regulation.

1.3

Performance by Organization

- (a) **Co-operation by Organization** -- The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization and its staff and agrees to act reasonably and co-operate fully with Harris to achieve the Completion of Services.
- (b) **Required Programs** -- The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the "Required Programs"), as detailed in Exhibit 1 of Schedule "B" of the Agreement, and the Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Organization further acknowledges that the operation of the Software requires the Organization's hardware to be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services. If the Organization has not properly installed the Required Programs on hardware of sufficient quality, condition and repair, Harris shall have the right to suspend the Services and the related scheduled time frames until these issues have been dealt with by Organization sufficiently and to Harris's reasonable satisfaction.
- (c) **Project Manager** -- The Organization shall appoint a project manager (the "Project Manager") who shall work closely with Harris to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Organization and their co-operation with and participation in such process.
- (d) **Additional Organization Obligations**
 - (i) Organization shall install all Updates within a reasonable period of time of Organization's notification of their availability. However, any fix or correction designated as "critical" by Harris shall be implemented by Organization within thirty (30) days of notification to the Organization by Harris of its availability.
 - (ii) Organization shall notify Harris of suspected defects in any of the Software supplied by Harris. Organization shall provide, upon Harris request, additional data deemed necessary or desirable by Harris to reproduce the environment in which such defect occurred.
 - (iii) Organization shall allow the use of online diagnostics on the Software supplied by Harris to Organization, if required by Harris during problem diagnosis. Organization shall provide to Harris, at Organization's expense, access to the Designated Computer System via the Organization's firewall to communications software (e.g. PC Anywhere, WebEx, Web Demo).
 - (iv) Organization shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of the Software in accordance with applicable Harris manuals and instructions. If Organization's personnel are not properly trained as mutually determined by Harris and Organization, Organization agrees that such personnel will be trained by Harris or Organization

within fifteen (15) days of determination. If Organization desires Harris to perform the required training then Harris shall be compensated in accordance with this Agreement.

- (v) Organization shall establish proper backup procedures necessary to replace critical Organizational data in the event of loss or damage to such data from any cause. Organization shall provide Harris with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.
- (vi) Organization shall have the sole responsibility for:
 - (A) the performance of any tests it deems necessary prior to the use of the Software.
 - (B) assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods.
 - (C) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.
 - (D) timely upgrade and keeping current all third party license releases and/or Software products to meet the requirements of the Software.

Addendum A- Scope of Services

From the proposal

COSTS TABLE B: PROFESSIONAL SERVICES							
No.	Item Description	Qty	Units	Unit Cost	Year 1	Year 2	Year 3
1	Install Questys CMx Application software & Web Portal	1	Each	\$1,000.00	\$1,000.00	n/a	n/a
2	Innoprise Connector configuration	1	Each	\$9,000.00	\$9,000.00	n/a	n/a
3	Workflow Template, Design & Consult	1	Each	\$2,400.00	\$2,400.00	n/a	n/a
4	Capture Scripting	1	Each	\$2,600.00	\$2,600.00	n/a	n/a
5	Services to migrate attachments into ECM	1	Each	\$4,800.00	\$4,800.00	n/a	n/a
6	Remote CMx User Training	3	Session	\$400.00	\$1,200.00	n/a	n/a
7	Remote CMx Admin Training	1	Session	\$400.00	\$400.00	n/a	n/a
8	Remote CMx Web Search Training	2	Session	\$200.00	\$400.00	n/a	n/a
9	Remote WFX Admin Training	1	Session	\$200.00	\$200.00	n/a	n/a
10	Remote WFX User Training	3	Session	\$200.00	\$600.00	n/a	n/a
11	Project management	1	Each	\$2,400.00	\$2,400.00	n/a	n/a
	Totals for Professional Services				\$25,000.00	\$0.00	\$0.00

Additional proposed Add on Services

3 days of onsite end user training. \$4,800.00

4 training classes for departments to get up to speed. See attached proposed Training agenda to be used.

Total services for this project \$29,800.00

SCHEDULE "B"
SOFTWARE LICENSE TERMS

1. Grant of Licenses

- (a) Subject to the terms and conditions herein and the Agreement, Harris hereby grants to the Organization a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format on the Designated Computer System (the "License") in consideration for the payment of the License fees. All Releases installed by Organization are subject to this License. This License and the other terms and conditions related to this License do not apply to Third Party Software except as the Agreement may state otherwise.
- (b) Any Software furnished by Harris in machine-readable form may be copied in whole or in part by Organization for use on the Designated Computer System, access to which by Users can be from any computer terminal, whether internal to or external to Organization's facility incorporating the Designated Computer System. To the extent that any temporary files associated with the Software are created during such use on terminals those temporary files are permitted under this License but only for such time that the temporary files are actually required. Organization agrees that the original copy of all Software furnished by Harris and all copies thereof made by Organization are and at all times remain the sole property of Harris.
- (c) Any License granted under this Agreement permits the Organization to: (i) use the Software for its municipal and corporate purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as the Organization deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training materials may include flow diagrams, system operation schematics, and/or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the Organization shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality and have been approved by Harris in advance of the independent contractors' access to the Software. The Organization shall be responsible for (i) all of the actions of and (ii) any misuse of the Software by any independent contractor.
- (d) The Organization may duplicate Documentation, at no additional charge, for the Organization's permitted uses so long as all required proprietary markings are retained on all duplicated copies.
- (e) The Software is licensed to the Organization on multiple levels. The Software is licensed on a "Concurrent User License" and "Site License" basis as set forth in Exhibit 1 of this Schedule "B" of the Agreement.
 - i) A Concurrent User License permits the Organization to use the Software on the Designated Computer System (including all environments such as training, disaster recovery, etc.) provided that the number of Users who may be simultaneously using the Software is limited to the number of Concurrent Users specified for such Software on Exhibit 1. A User is further defined as anyone authorized by the Organization who is logged onto the Software, regardless of the type of interface (i.e. graphical user interface or browser user interface).
 - ii) A Site License permits the Organization to use the Software on the Designated Computer System in one (1) production environment and unlimited non production environments for

the purposes of disaster recovery, disaster testing, training, archival and backup. Organization requires a separate Site License for each production environment into which the Software or any portion thereof is read in machine-readable form.

The Organization may purchase additional Software Licenses at the time such Licenses become necessary at Harris's then current prices and terms.

- (f) As between Harris and Organization, Harris reserves all rights, title and interest in and to the Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

2. Term of License

The License commences on effective date of the Agreement. The License is perpetual and of indefinite duration and shall continue to be in force unless terminated pursuant to the terms hereof.

3. Restrictions on Use

- (a) Without limiting the generality of the License granted in 0 of this Schedule "B" and the other restrictions listed therein, Organization shall not, and will not allow, direct or authorize (directly or indirectly) any other party to: (i) use the Software for any purpose other than in connection with Organization's primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivative works of the Software; (iv) rent, lease, lend, or use the Software for timesharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. Organization shall be wholly liable to Harris for any misuse of the Software and these restrictions are absolute except as and only to the extent that this Agreement may expressly permit Organization to do otherwise.
- (b) Organization requires a separate License for each Designated Computer System in a production environment into which the Software or any portion thereof is read in machine-readable form for operation on such Designated Computer System in a production environment.
- (c) The Software and related materials supplied by Harris are protected by copyright and trademark laws. The Software is licensed and may not be resold by Organization. Any rights not expressly granted herein are reserved. Organization may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by Harris.

4. Ownership of Software and Confidential Information

- (a) The Organization acknowledges that the Software contains proprietary information and Confidential Information of Harris which shall, at all times, remain the property of Harris and, in addition to its obligations outlined in 0 of this Schedule "B", the Organization agrees to treat such Confidential Information in accordance with Subsections (b) and (c) herein.

- (b) The Organization will take the same care to safeguard the Software as it takes to safeguard its own Confidential Information of a like nature and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
- (c) In order to assist Harris with the protection of its proprietary information and Confidential Information and to enable Harris to ensure that the Organization is complying with its obligations, Organization shall permit Harris to visit during normal business hours any premises at which the Software is used or installed and shall provide Harris with access to its Software. Harris shall provide Organization with reasonable notice of any such audit.

Section 5. Ownership and Disposition of Documents

- (a) The parties agree that no materials or documents are being created for Organization by Harris under this Agreement as of the effective date. All materials and documents which were developed or prepared by Harris for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of Harris.
- (b) Only where the Organization requests custom materials or documents, then upon the agreement of the parties in writing as evidenced by a duly executed statement of work, the Organization shall be the exclusive owner of all such custom, materials and documents which are developed or prepared by Harris specifically for the Organization so long as such customer materials and documents are specifically described as being deliverables that are subject to this Section 5 in the relevant statement of work, except to the extent to which such materials or documents may contain pre-existing Harris materials, in which case the statement of work will describe the license for such pre-existing Harris materials. Harris's only warranties and representations in respect of such software shall be in the relevant statement of work and no warranties or representations of any kind are provided in this Agreement.

Section 6. Third Party Software

- (a) Harris shall distribute to Organization the Third Party Software which is described as Third Party Software in Exhibit 1, attached hereto. Organization shall pay Harris for the Third Party Software in the amount of the purchase price(s) listed on Schedule "D". Harris and/or the Third Party Software manufacturer(s) will provide Organization with one copy of the then current user documentation for use with the Third Party Software.
- (b) It is acknowledged by the parties hereto that the Third Party Software provided by Harris to Organization pursuant to this Agreement was developed and delivered to Harris by one or more third party software companies and Harris is distributing, sublicensing and/or reselling copies of the Third Party Software to Organization. As such, Harris makes no warranties, express or implied, with respect to the Third Party Software, including, without limitation, their merchantability or fitness for a particular purpose and Harris accepts no liability of any kind whatsoever with respect to the Third Party Software. Any warranty Organization has with respect to the Third Party Software shall be solely provided by the Third Party Software licensor except where this Agreement may state otherwise.
- (c) Organization acknowledges that its interest in the Third Party Software shall be in the nature of a license or sublicense with one or more of the Third Party Software licensors which may: (i) require

Organization to enter into one or more separate end user license agreements with such Third Party Software licensors, and/or (ii) place restrictions on Organization's use of the Third Party Software. Concurrently with the execution of this Agreement, the Organization shall execute the end user license agreements for the Third Party Software attached hereto as Exhibit 2. The Organization acknowledges that all remedies available to the Organization in relation to the Third Party Software are provided only by the Third Party Software licensor in the end user license agreement.

Exhibit 1 - Description of Software

A. Software that is subject to License

COST TABLE A: CMX SOFTWARE							
No.	Item Description	Qty	Units	Unit Cost	Year 1	Year 2	Year 3
Licenses							
1	Content Management Solution (CMx)	1	Each	\$6,000.00	\$6,000.00	n/a	n/a
2	CMx Client Concurrent User Licenses	50	Each	\$350.00	\$17,500.00	n/a	n/a
3	Web Portal - unlimited Users	1	Each	\$5,000.00	\$5,000.00	n/a	n/a
4	Innoprise Questys ECM Connector	1	Each	\$10,000.00	\$10,000.00	n/a	n/a
5	Workflow Server License (WFX)	1	Each	\$10,000.00	\$10,000.00	n/a	n/a
6	Capture Server License	1	Each	\$10,000.00	\$10,000.00	n/a	n/a
7	Harris Customer Discount - 20%	1	Each	(\$11,700.00)	(\$11,700.00)	n/a	n/a
	Sub-Total				\$46,800.00	\$0.00	\$0.00
Maintenance & Support							
8	Gold Level				\$10,296.00	\$10,810.80	\$11,351.34
	Totals for Licenses, Maintenance & Support				\$57,096.00	\$10,810.80	\$11,351.34

B. Required Programs/Hardware/Server:

- Intel Core i5 processor
- 2GB RAM
- 2GB hard disk space, plus proportional space for user data
- Intel Xeon-Class processor or equivalent
- 8GB RAM
- 2GB hard disk space, plus proportional space for user data
- Adobe Acrobat Reader is required if user would like to perform full-text search on PDF files with a text layer.
- Microsoft Office 2007 SP3/2010 SP1/2013 is required if user would like to perform full-text searches on Office files.
- Intel Core Duo or better CPU
- 1GB RAM minimum, 4GB recommended
- A screen resolution of 1024x768 or higher
- Microsoft Windows 7/8
- Microsoft .NET Framework 4.0 (.NET 4.5 is required for WFX Workflow Designer)
- Microsoft Word and Excel 2007 SP3 or 2010 SP1 is required for LSx Agenda publishing)
- A TWAIN or ISIS compatible scanner is required for scanning of documents.
- Windows Server 2008/2008R2/2012/2012R2
- Microsoft .NET Framework 3.1 + 4.0
- Internet Information Services (IIS) 6.0 or higher
- Microsoft SQL 2008R2 Express is bundled with the product, however another instance/version of SQL may be specified during installation. This SQL instance must be 2008 R2 or higher with full-text services installed.
- Questys Web by default is installed on the local IIS server, however a remote IIS server may be configured. This remote IIS server must also be running IIS 6 or later.

Exhibit 2 - Third Party Software Licenses

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SCHEDULE "C"

SUPPORT AND MAINTENANCE SERVICES

1. Harris shall provide software support and maintenance services ("Support and Maintenance Services") primarily via telephone and electronic mail in addition to site visits only when necessary. The Support and Maintenance Services will be provided only during the hours of operation as described in Exhibit 2, attached hereto and which are in effect as of the Start Date (as defined below), as such services may, at Harris's sole discretion, be modified or supplemented from time to time. To enable Harris to provide effective support, the Organization will establish auto remote access procedures compatible with Harris's then current practices which may be revised over time.
2. The Support and Maintenance Services shall be provided by Harris on the date the Software is installed (the "Start Date").
3. In consideration for the Support and Maintenance Services, Organization shall pay the "Support and Maintenance Fee" as detailed in Schedule "D" of the Agreement. The Support and Maintenance Fee will be billed annually in advance beginning on the Start Date and thereafter on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties. If the Organization would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, during the initial term of the Support and Maintenance Services, that Harris issue a prorated invoice for the portion of the year remaining during the initial term. Harris may change the Support and Maintenance Fee from time to time in relation to each renewal term but Organization shall only be billed once per year.
4. In addition to the Support and Maintenance Fee, Organization shall reimburse Harris for its direct expenses in providing support services ("Billable Fees") pursuant to this Agreement which are set forth in Section 6.1(c) of the Agreement. Harris may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of the Support and Maintenance Services under this Agreement, provided that such updated reimbursement policies must generally apply to all clients of Harris.
5. Harris shall supply all Upgrades to Organization at no additional charge other than the payment of the Support and Maintenance Fee. Upgrades may require additional professional services to be performed by Harris outside of the scope of those Support and Maintenance Services provided by Harris as described herein including additional training and the professional services for the installation and implementation of the Upgrade that will be subject to the Harris's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates.
6. All Updates of the Software and all those services listed in Exhibit 2 of this Schedule "C" which are included as part of Organization's Software support will be made available to Organization at no additional charge other than the payment of the Support and Maintenance Fee.
7. The initial term of the Support and Maintenance Services shall be for one year beginning on the Start Date or as the initial term has been modified pursuant to Section 3 of this Schedule "C". Thereafter, this Support and Maintenance Services shall automatically renew on an annual basis,

unless terminated by either party upon giving to the other not less than 90 days' notice in writing prior to the end of the initial term or any subsequent anniversary of such date. Organization shall pay the then prevailing Support and Maintenance Fee in advance for each term of the Support and Maintenance Services under the Agreement and where the notice of non-renewal has not been provided in accordance with these terms, the Organization is obliged to pay the Support and Maintenance Fee for the then applicable term. The termination of the Support and Maintenance Services by Organization shall not affect the Software License. Harris shall neither refund any Support and Maintenance Fees nor any Billable Fees if the Support and Maintenance Services under this Agreement are terminated. Organization acknowledges that if the Support and Maintenance Services are terminated, then it will not be eligible to receive the benefits of the Support and Maintenance Services including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default.

8. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the services pursuant to the Agreement, including this Schedule "C", shall at all times remain with Harris, and Organization shall acquire no proprietary rights by virtue of this Schedule "C".
9. Harris shall have the right to terminate these Support and Maintenance Services immediately if:
 - (a) Organization attempts to assign the Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the License terms in Schedule "B" of the Agreement; or
 - (b) Organization has not paid an invoice within ninety (90) days of the start of a renewal term.
10. The particular provisions of the Support and Maintenance Services herein shall be deemed confidential in nature and neither Organization nor Harris shall divulge any of its provisions as set forth herein to any third party except as may be required by law.
11. (a) The Organization may, at Organization's option, enter into an escrow arrangement with Harris. Upon the Organization's request:
 - (i) Organization shall be presented with the standard escrow beneficiary enrolment document for participation in Harris's source code escrow arrangement with an escrow agent (the "Escrow Arrangement").
 - (ii) By entering into this Escrow Arrangement, the Organization shall have all the rights as stipulated in the escrow agreement together with those rights which are more specifically outlined in Exhibit "1", Escrow Terms, which shall form part of this Agreement in accordance with the terms of Exhibit 1 of this Schedule "C", attached hereto.

Exhibit 1
Escrow Terms

Where the Organization has agreed to be a beneficiary of the Escrow Agreement (as defined below) by entering into the Escrow Arrangement, the following sections shall apply to the Agreement upon the execution of the Escrow Arrangement.

- (a) Harris and Lincoln-Parry (the "**Escrow Agent**") have entered into an escrow agreement (the "**Escrow Agreement**"). The Source Code is provided by Harris to the Escrow Agent pursuant to the terms of this Agreement. The Organization has a right to the Source Code pursuant to the provisions of this Schedule and the Escrow Agreement as it has agreed to participate in the Escrow Arrangement and is a beneficiary because the Organization has completed the Escrow Arrangement document. Harris agrees that if an "Event of Default" occurs, then the Organization shall have the right to one copy of the most current version of the Source Code for the affected Software and associated Documentation.
- (b) An **Event of Default** is defined as and shall be deemed to have occurred if Harris: (1) ceases to market or make available maintenance or support services for the Software during a period in which the Organization is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and Harris has not promptly cured such failure despite the Organization's demand that Harris make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, and it continues to be subject to bankruptcy proceedings ninety (90) days following either its application into bankruptcy protection or the commencement of such proceedings, or (3) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of Harris set forth in this Agreement.
- (c) Harris will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use and shall consist of a full source language statement of the program or programs comprising the Software.
- (d) The governing License for the Software includes the right to use Source Code received under this Schedule as necessary to modify, maintain, and update the Software but for no other purposes outside the normal business operations of the Organization.
- (e) The termination of the Support and Maintenance Services shall immediately end the Organization's rights as a beneficiary under the Escrow Agreement and Escrow Arrangement, as applicable.
- (f) This Exhibit 1 shall form part of the Agreement only where an Escrow Arrangement is entered into by the parties. The Escrow Agreement provides that either the Escrow Agent or Harris will annually send notices to the Organization of the Escrow Agent's continued possession of the Source Code and will also state the activity related to the

Source Code provided to the Escrow Agent by Harris for the previous year. The Escrow Agreement cannot be terminated without the consent of each beneficiary (licensee) of the Escrow Agreement.

Exhibit 2

Standard Support and Maintenance Services – Standard Guidelines

1 – Support Overview

At Harris ERP, we cultivate long-term relationships with our customers by delivering top-quality products, seamless implementation, and dependable on-going support. Our maintenance support program addresses the needs of your users, as well as your organization's need to remain compliant with changing governmental standards.

Prior to go live, and upon the conclusion of each phase, your Project Manager and Application Consultant will contact you to set up an internal transition meeting with our Client Services team. The goals of the meeting are to transition you from the go live to support phase at a mutually agreeable time, typically 30 days post go live. Prior to this meeting, a knowledge transfer meeting will have occurred between Client Services and your implementation team. The meeting objectives are to:

- Introduce the support team
- Provide a project status update
- Determine the items currently underway, which are retained and managed by the project team, while new items flow through Client Services
- Locate project documentation that may be of value to Client Services
- Distribute the Welcome to Support letter and Customer Hub Quick Reference Guide

Our Customer Hub <https://harriserp.na2.teamsupport.com/> provides a wealth of information for your end-users and technical administrators. Our extensive site features:

- 24/7 Access to our Customer Hub
- Online knowledge base
- Automatic email notifications
- Discussion forums
- Documentation and downloads
- Bulletins and communications

Our standard hours of support are from 7:30 a.m. Central Time to 7:00 p.m. Central Time, Monday to Friday, excluding designated statutory holidays. Support can be made available outside of normal business hours (between 7:00 p.m. CST and 7:30 a.m. CST or during weekends) and may be billable on an hourly basis depending on the situation.

Clients can log a support call using our Customer Hub, by sending an email to support@harriserp.com, or by contacting our help desk via a **toll free phone number**. Our **Sunset Rule Program** guarantees our clients will receive the same (business) day response for initial assessment.

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported.

Our standard response time guidelines are as follows: Severity 1: 1 - 4 hours, Severity 2: 1 - 8 hours and Severity 3: 1 - 24 hours, Severity 4: 1 - 2 weeks.

Call Severities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified four types of call severities, 1, 2, 3 & 4. A Severity 1 call is deemed by our support staff to be an Urgent or High Severity call, Severity 2 is classified as Medium Severity and Severity 3 and 4 are deemed to be Low Severity. The criteria used to establish guidelines for these calls are as follows:

Severity 1 – High

- System down (software application, hardware, operating system, database)
- Inability to process payroll checks
- Inability to process accounts payable checks
- Inability to process bills
- Program errors without workarounds
- Incorrect calculation errors impacting a majority of records
- Aborted postings or error messages preventing data integration and updates
- Performance issues of severe nature impacting critical processes
- Hand-held interface issues preventing billing

Severity 2 - Medium

- System errors that have workarounds
- Calculation errors impacting a minority of records
- Report calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues and usability issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (workstation specific)

Severity 3 and 4 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds for large majority of accounts
- Recommendations for enhancements on system changes
- Questions on documentation

Support Ticket Process

All issues or questions reported to support are tracked via a support ticket. Our support analysts will provide assistance once a support ticket is logged. Our current process for logging tickets includes: Customer Hub (online), email, and phone. Your ticket should contain at a minimum: your organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.

Our Customer Hub or one of our support analysts will provide you with a **ticket number** so you can constantly track your issue and your ticket will be logged into our support tracking database. Your ticket will be stored in a queue and the first available support representative will be assigned to help you with your issue. As the support representative assigned to your ticket investigates your issue, you will be contacted and advised as to the status of the issue and the corresponding steps of the resolution plan. If we require additional information, you will be contacted by the assigned support representative immediately. All correspondence and actions associated with your ticket will be tracked in our support database. At any time, if available to you, you may log onto our Customer Hub see the status of your ticket. You may update your ticket using the Customer Hub or by replying to any of the emails related to your support ticket that you have received from support@harriserp.com. For faster service and to help us track the progress of the issue, please reply to the system-generated messages rather than sending emails directly to our application specialists, managers or developers. If a manager or developer has become involved with an issue, that person will likely be subscribed to the support ticket and will be alerted to all actions logged to that ticket, eliminating the need for you to send separate emails that are not attached to the ticket. Time spent by application specialists to monitor their email queue is time that can't be spent monitoring the support queue and working on your issues, and ticket escalations are less effective when the manager involved does not have ready access to the full history of the issue within the ticket itself.

Once your ticket has been resolved, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the ticket from the time the ticket was created and leading up to the resolution. You also have the option of searching and viewing both your open and closed tickets, if available to you, via our Customer Hub.

If your issue needs to be escalated to a development resource or programmer for resolution, it will be logged in our development tracking database and you will be provided with a separate id number to track the progress of the issue. Your support ticket will remain open and you will be

able to view status changes in the development tracking system, which is integrated with our support ticket system. Your ticket may be moved from the Support queue to the Research and Development queue, depending on how quickly we anticipate resolution, but the ticket will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution depending on the nature and complexity of the issue.

Contact the support department at your convenience for a status update on your development issues, or for faster service, access the updates using our Customer Hub..

Below describes the maintenance and support services which are **included** as part of your annual software Support Program, a listing of ticket priorities, an outline of the escalation procedures, and other important details. *The services listed below are services that are included as part of your software support.*

- 800 Toll Free telephone support
- **Sunset Rule Program:** same (business) day response program
- **Free** Web support sessions
- **Free** FTP access for upload/downloads
- **Free** Customer Hub access 24 x 7 with the following online benefits:
 - Log, view, update and close tickets
 - Easily record screen shots and videos to attach to tickets
 - Easily export ticket summaries
 - Update contact information
 - Access published documentation including service pack schedules and release notes
 - Access available downloads
 - Access support knowledge base
 - Participate in discussion forums
- **Free** product Web demonstrations (by request, scheduling required)
- Software for Life
 - Guaranteed support on your existing applications for life
 - Cost effective upgrade solutions
- Scheduled assistance for installations, upgrades and other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting and issue resolution with programmers, network administrators and/or application analysts
- **Automatic email** support ticket logging and notification access to **new software releases, service packs and updates**
 - Defect corrections
 - New features and planned enhancements
 - State and/or Federal mandated changes
 - Payroll regulated changes
 - Participation in BETA program
 - Release notes
- **Free** monthly training Webinars (see calendar on our Website)
- Customer Care Program
 - Semi-annual newsletter

- Technical support bulletins
- Advance communications on new products and services
- Regional user groups
- Design review sessions for potential enhancements or custom modifications
- Account manager services
- **NPS (Net Promoter Score Program):** NPS is a customer loyalty program, measuring feedback and driving constant improvement to the customer experience.
- Access to annual customer conference (registration fees apply) and access to all conference presentation materials post-conference.

During the course of the implementation, the approved Scope of Work manages expectations and ensures warranty for implementation services. The City signs off on phases during implementation to ensure Harris ERP are providing implementation services for a successful delivery of ERP software.

Addendum A

Maintenance overview: See Gold Level support listed below for Year 1 thru 3.

COST TABLE A: CMX SOFTWARE							
No.	Item Description	Qty	Units	Unit Cost	Year 1	Year 2	Year 3
Licenses							
1	Content Management Solution (CMx)	1	Each	\$6,000.00	\$6,000.00	n/a	n/a
2	CMx Client Concurrent User Licenses	50	Each	\$350.00	\$17,500.00	n/a	n/a
3	Web Portal - unlimited Users	1	Each	\$5,000.00	\$5,000.00	n/a	n/a
4	Innoprise Questys ECM Connector	1	Each	\$10,000.00	\$10,000.00	n/a	n/a
5	Workflow Server License (WfX)	1	Each	\$10,000.00	\$10,000.00	n/a	n/a
6	Capture Server License	1	Each	\$10,000.00	\$10,000.00	n/a	n/a
7	Harris Customer Discount - 20%	1	Each	(\$11,700.00)	(\$11,700.00)	n/a	n/a
	Sub-Total				\$46,800.00	\$0.00	\$0.00
Maintenance & Support							
8	Gold Level				\$10,296.00	\$10,810.80	\$11,351.34
	Totals for Licenses, Maintenance & Support				\$57,096.00	\$10,810.80	\$11,351.34
COSTS TABLE B: PROFESSIONAL SERVICES							
No.	Item Description	Qty	Units	Unit Cost	Year 1	Year 2	Year 3
1	Install Questys CMx Application software & Web Portal	1	Each	\$1,000.00	\$1,000.00	n/a	n/a
2	Innoprise Connector configuration	1	Each	\$9,000.00	\$9,000.00	n/a	n/a
3	Workflow Template, Design & Consult	1	Each	\$2,400.00	\$2,400.00	n/a	n/a
4	Capture Scripting	1	Each	\$2,600.00	\$2,600.00	n/a	n/a
5	Services to migrate attachments into ECM	1	Each	\$4,800.00	\$4,800.00	n/a	n/a
6	Remote CMx User Training	3	Session	\$400.00	\$1,200.00	n/a	n/a
7	Remote CMx Admin Training	1	Session	\$400.00	\$400.00	n/a	n/a
8	Remote CMx Web Search Training	2	Session	\$200.00	\$400.00	n/a	n/a
9	Remote WfX Admin Training	1	Session	\$200.00	\$200.00	n/a	n/a
10	Remote WfX User Training	3	Session	\$200.00	\$600.00	n/a	n/a
11	Project management	1	Each	\$2,400.00	\$2,400.00	n/a	n/a
	Totals for Professional Services				\$25,000.00	\$0.00	\$0.00
					Year 1	Year 2	Year 3
					\$82,096.00	\$10,810.80	\$11,351.34

Schedule "D"
Fee Structure and Payment Schedule

COST TABLE A: CMX SOFTWARE							
No.	Item Description	Qty	Units	Unit Cost	Year 1	Year 2	Year 3
Licenses							
1	Content Management Solution (CMx)	1	Each	\$6,000.00	\$6,000.00	n/a	n/a
2	CMx Client Concurrent User Licenses	50	Each	\$350.00	\$17,500.00	n/a	n/a
3	Web Portal - unlimited Users	1	Each	\$5,000.00	\$5,000.00	n/a	n/a
4	Innoprise Questys ECM Connector	1	Each	\$10,000.00	\$10,000.00	n/a	n/a
5	Workflow Server License (WFX)	1	Each	\$10,000.00	\$10,000.00	n/a	n/a
6	Capture Server License	1	Each	\$10,000.00	\$10,000.00	n/a	n/a
7	Harris Customer Discount + 20%	1	Each	(\$11,700.00)	(\$11,700.00)	n/a	n/a
	Sub-Total				\$46,800.00	\$0.00	\$0.00
Maintenance & Support							
8	Gold Level				\$10,296.00	\$10,810.80	\$11,351.34
	Totals for Licenses, Maintenance & Support				\$57,096.00	\$10,810.80	\$11,351.34
COSTS TABLE B: PROFESSIONAL SERVICES							
No.	Item Description	Qty	Units	Unit Cost	Year 1	Year 2	Year 3
1	Install Questys CMx Application software & Web Portal	1	Each	\$1,000.00	\$1,000.00	n/a	n/a
2	Innoprise Connector configuration	1	Each	\$9,000.00	\$9,000.00	n/a	n/a
3	Workflow Template, Design & Consult	1	Each	\$2,400.00	\$2,400.00	n/a	n/a
4	Capture Scripting	1	Each	\$2,600.00	\$2,600.00	n/a	n/a
5	Services to migrate attachments into ECM	1	Each	\$4,800.00	\$4,800.00	n/a	n/a
6	Remote CMx User Training	3	Session	\$400.00	\$1,200.00	n/a	n/a
7	Remote CMx Admin Training	1	Session	\$400.00	\$400.00	n/a	n/a
8	Remote CMx Web Search Training	2	Session	\$200.00	\$400.00	n/a	n/a
9	Remote WFX Admin Training	1	Session	\$200.00	\$200.00	n/a	n/a
10	Remote WFX User Training	3	Session	\$200.00	\$600.00	n/a	n/a
11	Project management	1	Each	\$2,400.00	\$2,400.00	n/a	n/a
	Totals for Professional Services				\$25,000.00	\$0.00	\$0.00
					Year 1	Year 2	Year 3
					\$82,096.00	\$10,810.80	\$11,351.34

Additional proposed Add on Services

3 days of onsite end user training. \$4,800.00

Total services comes to \$29,800

A. Services (Software Implementation)

The Service fees shall be paid in the following manner as delineated below:

Due Upon Contract signing.....\$5,960.00
 Installation complete.....\$7,946.66
 Training complete.....\$7,946.66
 Go Live.....\$7,946.68

B. Software License Fees

Software Licenses Fees due upon Contract signing.....\$46,800.00

C. Third Party Software Fees (N/A)

D. Support and Maintenance Services- Maintenance increases 5% every year.

Year 1 Support and Maintenance Fees due upon signing: ...\$10,296.00

Year 2 Support and Maintenance Fees.....\$10,810.80

Year 3 Support and Maintenance Fees.....\$11,351.34

SCHEDULE "E"

DEFINITIONS

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

- (a) **"Agreement"** and similar expressions mean the Software Implementation, Licensing and Support and Maintenance Agreement, including all of its Schedules, Exhibits and all instruments supplementing, amending or confirming this Agreement. All references to **"Articles"** or **"Sections"** mean and refer to the specified Article or Section of this Agreement except where a different agreement is explicitly identified.
- (b) **"Change Order"** means any written documentation between the Organization and Harris evidencing their agreement to change particular aspects of this Agreement.
- (a) **"Completion of Services"** means that the Software is fully operational and performing in conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software as its predominate business system.
- (b) **"Concurrent User License"** means a license that restricts the total number of Users who can access the Software at any one time to the number detailed in Exhibit 1 of Schedule "B" of the Agreement.
- (c) **"Confidential Information"** means, with respect to a party to this Agreement, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential or proprietary, such as the Software, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information.
- (d) **"Designated Computer System"** shall mean the Organization's platform and operating system environment which is operating the Software.
- (e) **"Documentation"** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regardless of the media on which it is provided in relation to Software.
- (f) **"End User"** means a customer of Organization to whom Organization will provide access to the interface portion of the Software.

- (g) **"License"** means the license granted to the Organization pursuant Schedule "B" and includes both a Concurrent User License and a Site License.
- (h) **"Release"** means an Update and an Upgrade.
- (i) **"Required Programs" and "Required Hardware"** have the meaning set out in Section 5.3 of the Agreement.
- (j) **"Scope of Work"** means the scope of work in Schedule "A" of the Agreement delineating, among other things, the Services that will be provided by Harris to Organization pursuant to this Agreement, as such schedule may be amended or modified by mutual specific written agreement of the parties' respective representatives from time to time in accordance with the terms of this Agreement.
- (k) **"Services"** has the meaning set out in the Scope of Work
- (l) **"Site License"** means a license that restricts the Software such that it can reside in one production environment and unlimited non production environments.
- (m) **"Software"** means the software products that are listed in Exhibit 1 of Schedule "B" of the Agreement, and to which the License applies. Despite the foregoing, Third Party Software is not included in the definition of Software except where this Agreement explicitly states otherwise.
- (n) **"Update"** means a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes.
- (o) **"Upgrade"** means a major overhaul of the Software which is a complete new version of the Software.
- (p) **"User"** means any employee of Organization or any of Organization's agents who are authorized by Harris pursuant to the terms of this Agreement to have access to the Software.

Regular City Council Meeting

Meeting Date: 03/11/2019

TITLE: City-County Special Investigations Unit (CCSIU) Agreement for 2019

PRESENTED BY: Rich St. John, Police Chief

Department: Police

Presentation: No

PROBLEM/ISSUE STATEMENT

In order to continue its operations, the City-County Special Investigations Unit (CCSIU) Agreement with Yellowstone County must be approved each calendar year. The 2018 agreement expired on December 31. This agreement has been reviewed by the Yellowstone County Sheriff's Office and has been submitted for approval by the County Commissioners.

ALTERNATIVES ANALYZED

Council may:

- Approve the CCSIU Agreement for calendar year 2019; or
- Not approve the CCSIU Agreement for calendar year 2019.

FINANCIAL IMPACT

There will be no additional financial impact to the City since the costs for the officers assigned to the CCSIU are included in the Police Department budget and all other expenses for CCSIU are budgeted in Fund 718 - Drug Forfeitures and Fines.

RECOMMENDATION

Staff recommends that the City Council approve the City-County Special Investigations Unit (CCSIU) Agreement with Yellowstone County for calendar year 2019.

APPROVED BY CITY ADMINISTRATOR

Attachments

Agreement

AGREEMENT

CITY-COUNTY SPECIAL INVESTIGATIONS UNIT (CCSIU)

This Agreement establishes and governs the operation of the ***CITY-COUNTY SPECIAL INVESTIGATIONS UNIT (CCSIU)***:

The undersigned public agencies are charged with enforcing the law and protecting their citizens from illegal activity. Recognizing that resources are limited and that such limitations are detrimental to combating crime within Yellowstone County and the City of Billings, and recognizing that the problem can be most effectively resolved by pooling of resources and the joint exercise of respective authorities, a joint CCSIU is established.

PARTIES: This Agreement is between:

- (1) Billings Police Department
- (2) Yellowstone County Sheriff's Office

DURATION: This Agreement is in effect from January 1, 2019 through December 31, 2019.

PROJECT DESCRIPTION:

It is proposed that a joint City-County Special Investigations Unit be established. This Unit will be comprised of personnel assigned from the Yellowstone County Sheriff's Office and the Billings Police Department. It is agreed that full-time investigative personnel will be assigned to the Unit. The CCSIU will be a component of the Rocky Mountain High Intensity Drug Traffic Area (RMHIDTA). Either agency may withdraw from the Unit at any time with 30 days notice.

STRUCTURE AND ORGANIZATION:

The Unit Supervisor and Unit members will be determined by mutual agreement between both agencies. The Unit Supervisor shall be responsible to keep both agencies informed on all matters relating to the operations, including expenditures, accomplishments, problems and all other issues involving the CCSIU.

All persons assigned to the Unit shall work under the immediate supervision and direction of the Unit Supervisor. City Detectives will be indirectly supervised and evaluated by the Captain of Investigations or his designee. All persons assigned to the Unit shall adhere to the rules and regulations as set forth in the Unit's Policy and Procedures Manual, as well as their individual departmental rules, policies and procedures.

For the purpose of indemnification of participating jurisdictions against losses, damages, or liabilities arising out of the services and activities of the Unit, the personnel so assigned by any

jurisdiction shall be deemed to be continuing under the employment of that jurisdiction and its police department.

Each agency contributing personnel to the Unit will continue that employee as an employee of the contributing agency and will be solely responsible for that employee, including wages and benefits.

Any duly sworn peace officer, while assigned to duty with the Unit as herein provided and working at the direction of the Unit Supervisor, shall have the same powers, duties, privileges, protections and immunities as are conferred upon him/her as a peace officer in his/her own jurisdiction. Billings Police Officers will be deputized as Yellowstone County Sheriff's Deputies while assigned, even on a temporary basis, to the CCSIU.

CONTEMPLATED UNIT TASKS:

At the direction of the Unit Supervisor, the CCSIU will concentrate efforts on local cases. Investigations will center around narcotics trafficking and organized criminal activities. In circumstances where a determination of specific priorities of these investigations must be made, the Unit Supervisor will make the determination in consultation with the Sheriff and Police Chief, or their designees.

UNIT OBJECTIVES:

This section identifies specific targeted objectives to be attained by the CCSIU during the program year.

- 1) Disrupt illegal drugs, drug/gang and organized criminal activities within the City, County and State.
- 2) Gather and report intelligence data relating to illegal drugs, drug/gang and organized criminal activities within the City, County and State.
- 3) Make arrests that will impact all levels of drug and organized criminal activities.
- 4) Effectively prosecute drug traffickers and organized criminal activity participants.
- 5) Promote law enforcement cooperation through joint investigations and close coordination with other police agencies and task forces.

PETTY CASH AND FORFEITURE FUND:

Agencies involved in the City-County Special Investigations Unit will each place SIX *THOUSAND DOLLARS* (\$6,000.00) into the Petty Cash Fund. The monies will be utilized by the Unit for buys and informants. As financial transactions take place, an equal amount of monies will be deducted from each agency's monies. The Supervisor of the Unit will be responsible for administering the monies as needed and keeping a running log of all expenditures, to include incident numbers and reason for purchase(s). The money log will be

audited by the Yellowstone County Auditor or his/her representative, on a quarterly basis. A copy of the audit will be submitted to the Captain of Investigations or his designee.

Replacement of the Petty Cash Fund will be accomplished by the following procedures:

CITY OF BILLINGS:

The Unit Supervisor will make a written request through the Captain in charge of Investigations or his designee, who, in turn, will approve the request and submit it to the City Finance & Administrative Services Department. The City Financial Services Manager will direct monies to the Unit Supervisor, who will deposit the reimbursement back to the Petty Cash Fund.

YELLOWSTONE COUNTY:

The Unit Supervisor will make a written request to the Yellowstone County purchasing department to replenish their portion of the fund.

Forfeiture vehicles that are to be sold at auction will be sold at either the Yellowstone County Sheriff's Sale or at auction by the Billings Police Department. Any forfeiture monies acquired by the Unit from any source will be split equally between the agencies. Each entity is responsible for requesting their share. All forfeiture procedures will be handled by the Unit Supervisor and the Yellowstone County Attorney's Office, at no cost to the City.

ASSET SHARING:

Any non-signatory state or local law enforcement agency that directly participates in an investigation or prosecution that results in a federal forfeiture may request an equitable share of the net proceeds of the forfeiture. The proceeds from the forfeiture shall be divided equally amongst agencies.

INDEMNITY CLAUSE:

The City shall have the duty to defend Yellowstone County and shall indemnify and hold harmless Yellowstone County and its agents and employees from and against all claims, liabilities, damages, losses, judgments and expenses, including attorney's fees, arising out of or resulting from this contract provided that any such claims, liability, damage, loss, judgment or expense is caused in whole or in part, by a negligent act, error or omission of the City, its employees or agents.

Yellowstone County shall have the duty to defend the City and shall indemnify and hold harmless the City and its agents and employees from and against all claims, liabilities, damages, losses, judgments and expenses, including attorney's fees, arising out of or resulting from this contract provided that any such claim, liability, damage, loss or expense is caused in whole or in part by any negligent act, error, or omission of Yellowstone County, its employees, officials or agents.

RESOURCES:

All available resources that are currently available in the City of Billings Investigations Division and in the Yellowstone County Investigations Division will be made available to the CCSIU. Any specialized equipment that is not being kept at the location of the CCSIU office will need to be borrowed by an assigned CCSIU detective from that agency.

THIS AGREEMENT IS EXECUTED THIS ____ DAY OF _____, 2019.

SIGNED:

MAYOR, CITY OF BILLINGS

DATE _____

COUNTY COMMISSIONER

DATE _____

COUNTY COMMISSIONER

DATE _____

COUNTY COMMISSIONER

DATE _____

ATTEST:

DENISE BOHLMAN, CITY CLERK
CITY OF BILLINGS

JEFF MARTIN
CLERK AND RECORDER
YELLOWSTONE COUNTY

APPROVED AS TO FORM:

BRENT BROOKS, CITY ATTORNEY
CITY OF BILLINGS

Regular City Council Meeting

Meeting Date: 03/11/2019

TITLE: Consulting Agreement with Sanderson Stewart - Inner Belt Loop Corridor Study

PRESENTED BY: Wyeth Friday

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

The City Council is being asked to approve a contract with Sanderson Stewart to develop an Inner Belt Loop (IBL) Corridor Study to evaluate the land use and transportation needs along the proposed alignment of the Inner Belt Loop.

Through a competitive RFP and selection process conducted in February 2019, three proposals were returned, one from Sanderson Stewart (Billings) for \$100,000; Design Workshop (Aspen, CO) (firm did not submit a price quote), and Burton Planning Services (Westerville, OH) for \$99,000. Based on the Scope of Work advertised in the RFP (attached in the Contract as Exhibit A), Sanderson Stewart was recommended by the selection committee to complete the IBL Corridor Study. The study would address future access options based on future land use and development along the roadway, potential intersections, storm water management, bicycle and pedestrian access and transportation safety along the corridor. The full scope of work proposed by the Consultant is outlined in Exhibit A of the contract. The contract requires the Scope of Work and Document package to be completed in draft form within 10-months of contract signing with a not to exceed amount of \$100,000.

This project is identified in the adopted 2019 Billings Urban Area Unified Planning Work Program (UPWP), which City Council recommended for approval in August of 2018. The Policy Coordinating Committee (PCC) ultimately approved the document in September of 2018. The UPWP is developed each year and identifies tasks to be completed through the use of Federal Planning dollars allocated to the Metropolitan Planning Organization.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the consultant contract as proposed; or
- Not approve the consultant contract. Not approving the agreement means the City Council is not approving completion of a funded project in the 2019 UPWP that was already approved by the Policy Coordinating Committee; or
- Direct staff to negotiate specific changes with Sanderson Stewart and return a revised contract

FINANCIAL IMPACT

The cost of the IBL Corridor Study is in an amount not to exceed \$100,000. The costs are detailed in Exhibit B of the consultant contract. The source of funding is through the Billings Urban Area Metropolitan Planning Organization's Federal PL (planning) funds.

RECOMMENDATION

Staff recommends the City Council approve the Consultant Agreement with Sanderson Stewart to complete the Inner Belt Loop Corridor Study.

APPROVED BY CITY ADMINISTRATOR

Attachments

IBL Consultant Contract



CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2019, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and Sanderson Stewart, 1300 Transtech Way, Billing, Montana 59102, hereinafter referred to as "**CONSULTANT**."

WITNESSETH:

WHEREAS, the **CITY** proposes to obtain information regarding the development of an Inner Belt Loop Corridor Study and desires to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

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

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

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

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

2. **TERM:** This **AGREEMENT** shall be for a period of 10 months, from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended on a month-to-month option by mutual agreement of both parties, in writing, thirty (30) days prior to termination.



3. **PAYMENT:** In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a price not to exceed \$100,000.00 as described in the Project Cost attached hereto as Exhibit "B".

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

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

4. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONSULTANT** is an independent Contractor for purposes of this **AGREEMENT** and is not to be considered an employee of the **CITY** for any purpose. **CONSULTANT** is not subject to the terms and provisions of the **CITY's** personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONSULTANT** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONSULTANT** and any third parties.

5. **INDEMNITY AND INSURANCE:**

- A. The Consultant shall not indemnify, defend, save and hold Billings harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the **AGREEMENT**.
- B. The Consultant agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or its agents or employees.
- C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Consultant, the Consultant 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



Consultant's or any subcontractor's wrongful or negligent acts occurring as a result from the Consultant's performance pursuant to this **AGREEMENT**.

- D. The **CONSULTANT** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONSULTANT** shall furnish the **CITY** with proof of insurance in accordance with this Section.

The **CONSULTANT** shall provide the following insurance:

1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
3. Commercial automobile liability -- \$1,500,000 per accident.
4. Professional liability in the amount of \$1,500,000 per claim.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation. **CONSULTANT** may use an Excess Limits policy that drops down and follows form to meet the required insurance limits.

The **CITY** shall be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies.

In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

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

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



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

A. Qualifications

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

B. Solicitation of Agreement

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

C. Facilities and Personnel

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

D. Subcontracting

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

E. Affidavits of Compliance

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

7. **AGREEMENTS OF CITY:**

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the City of Billings' portion of the project as designated in the scope of work.
- B. Name a Project Manager who shall be the liaison between the Consultant and the City of Billings. For this project, the Project Manager for **CONSULTANT** designated is D.J. Clark and the Project Manager for **CITY** designated is Scott Walker.



8. NONDISCRIMINATION:

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

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



10. **NONWAIVER:** The failure of either party at any time to enforce a provision of this **AGREEMENT** shall in no way constitute a waiver of the provision, nor in any way affect the validity of this **AGREEMENT** or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
11. **DECLARATION OF NO FINANCIAL INTEREST:** The **CONSULTANT** hereby declares that he does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property described in Section 1 or in its sale, or any other interest, whether or not in connection with the property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this **AGREEMENT**, any person having any such interest. Until the property is acquired by the **CITY** or excluded from its project by resolution of its governing body, the **CONSULTANT** and any employees of the **CONSULTANT**, so long as they are employed by the **CONSULTANT**, will not acquire any such interests and will not, for their own account or for other than the **CITY**, negotiate for any of the property, perform services in connection with the property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the property.
12. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
13. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.
14. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.



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

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

16. **ENDORSEMENTS:** The **CONSULTANT** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.
17. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request. **CONSULTANT** shall not be liable for modifications to documents prepared by **CONSULTANT** which are made without **CONSULTANT'S** advice after delivery to **CITY**, nor shall **CONSULTANT** be liable for their use in projects other than the Project outlined within this Agreement.
18. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**.
19. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**. Pre-existing works created by **CONSULTANT** outside of the services for **CITY** but utilized in connection with such services shall continue to be owned by **CONSULTANT**.
20. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.



21. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this **AGREEMENT** to retain an attorney to enforce any of the terms or conditions of the **AGREEMENT** or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.
22. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.
23. **MODIFICATION AND AMENDMENTS:** That any amendment or modification of this **AGREEMENT** or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this **AGREEMENT**.

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

CITY OF BILLINGS, MONTANA

Sanderson Stewart
CONSULTANT (Print Name Above)

By _____
WILLIAM A. COLE,
MAYOR

By [Signature]
Print Name MAC FOGELSONG
Print Title COO

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY Attorney



EXHIBIT A SCOPE OF WORK

Inner Belt Loop Corridor Study

The Yellowstone County Board of Planning (YCBP) is the designated Metropolitan Planning Organization (MPO) for the Billings Urban Area. The MPO has identified the need to conduct a Corridor Study for the proposed Inner Belt Loop. This Corridor Study should evaluate the challenges of the proposed roadway, develop an access plan that will include bike/pedestrian infrastructure, storm water management strategies and evaluate future impacts to the corridor by new development activity.

A more detailed scope of work for this corridor study includes the following:

Phase 1: General Project Management and Coordination

- Project work plan and schedule
- General correspondence City staff and project stakeholders
- Weekly progress reports sent via email
- Up to six (6) progress meetings with project oversight committee and minutes
- Contract management/project billing

Phase 2: Public Participation

- A public involvement plan will be prepared, consistent with the Yellowstone County Board of Planning Participation Plan.
- Two (2) open house-style public meetings to gather information and review draft alternatives.
- One (1) presentation each of the final draft of corridor study to the Technical Advisory Committee (TAC), the Policy Coordinating Committee (PCC), Planning Board, County Commission and City Council.
- Project website consisting of 1 to 3 pages hosted by Sanderson Stewart and maintained for up to eighteen (18) months from notice-to-proceed date (anticipated to be March 15, 2019)



Phase 3: Corridor Vision Development

- Land Use Planning/Analysis
 - ✓ Future Land Use Needs
 - ✓ Adjacent Land Uses
 - ✓ Compliance with the Growth Policy
 - ✓ Availability of Services
- Transportation Analysis
 - ✓ Traffic Operations
 - ✓ Safety
 - ✓ Bicycle/Pedestrian Facilities
 - ✓ Access Management
 - ✓ Future Connectivity
- Stormwater Analysis
 - ✓ Approach
 - ✓ Analysis and Calculations
 - ✓ Summary Text
- Corridor Aesthetics
 - ✓ Key Design Considerations
 - ✓ Landscape elements
 - ✓ Preserving Natural Features
 - ✓ Visual Encroachments
 - ✓ Roadway Edge
 - ✓ Amenities



- Design/Construction Integration
 - ✓ Design Concepts
 - ✓ Construction Cost Estimates
 - ✓ Funding Research
 - ✓ Timing and Phasing of Construction

Phase 4: Planning Study Document

- Draft Planning Study, summarizing the study purpose, methods and conclusions, including:
 - ✓ Preliminary maps and drawings, illustrating:
 - Existing and recommended transportation improvements pathways
 - Trails
 - Safety Improvements
 - ✓ Before and After Renderings
 - ✓ A project priority summary, including:
 - Short and Long-Term Projects
 - Phasing Options+
 - Opinions of Probable Construction Cost
- Review meeting with City staff to discuss City and stakeholder comments
- Final Planning Study, with Client/stakeholder comments addressed
 - ✓ Fifteen (15) full-color copies of the study as well as electronic submittal of the document and executive summary that includes a friendly, web-based version.

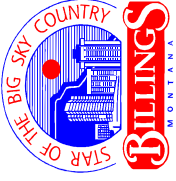


EXHIBIT B Project Cost

Phase	Fee
1. General Project Management and Coordination	\$10,700.00
2. Public Participation	\$9,800.00
3. Corridor Vision Development	\$61,300.00
4. Planning Study Document	\$18,200.00
Total	\$100,000.00



EXHIBIT C

DBE AND NON-DISCRIMINATION NOTICE

DBE Goals

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

Nondiscrimination Compliance

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

NON-DISCRIMINATION NOTICE

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

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

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

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

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

(4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books,



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

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

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

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

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

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

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

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

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

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



of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."

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

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

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

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



EXHIBIT D

CERTIFICATE OF LIABILITY INSURANCE



ENGINC-02

CTHELEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/20/2019

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

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

PRODUCER Billings Office PayneWest Insurance, Inc. P.O. Box 30638 Billings, MT 59107-0638	CONTACT NAME: mac	
	PHONE (A/C, No, Ext): (406) 238-1900 FAX (A/C, No): (406) 245-9887	
INSURED Sanderson Stewart 1300 North Transtech Way Billings, MT 59102	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Cincinnati Insurance Companies	10677
	INSURER B: Montana State Fund	15819
	INSURER C: Travelers Casualty Insurance Company of America	19046
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	EPP0318062	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		EPP0318062	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	X		EPP0318062	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☐ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	031048770	07/01/2018	07/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			105269194	04/17/2018	04/17/2019	Aggregate 2,000,000
C	Pollution Liability			105269194	04/17/2018	04/17/2019	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If indicated: Primary Additional Insured, Non Contributory, Waiver of Subrogation, Per Project Aggregate, and Contractual Liability Applies per form GA233.
The Umbrella policy is excess over Employer's Liability Coverage on the Work Comp policy. Additional Insured and Waiver of Subrogation applies on Auto Coverage per form AA4171 & 4172. 30 Day NOC per form IL0017

RE: Inner Belt Loop Corridor Study project

CERTIFICATE HOLDER

CANCELLATION

City of Billings P.O. Box 1178 Billings, MT 59103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Cindy Thelen</i>

Regular City Council Meeting

Meeting Date: 03/11/2019

TITLE: W.O. 19-01 Schedule 3 - South Side Triangle 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 KLJ, in the amount of \$577,600 for design, bidding and construction administration services on Schedule 3 of the 2019 Water Main Replacement Projects. The City replaces and upgrades its water utilities as part of an annual maintenance program. The Schedule 3 project consists of approximately 12,700 linear feet of water main replacement in the vicinity of South Park.

KLJ 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 Sanderson Stewart.

ALTERNATIVES ANALYZED

City Council may:

- Approve awarding the Professional Engineering Services Contract to KLJ, or;
- Do not approve awarding the Professional Engineering Services Contract to KLJ. 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 from water revenues included in the FY 2019 budget is adequate to award this contract in the amount of \$577,600.

RECOMMENDATION

Staff recommends that Council award a Professional Engineering Services Contract for the design and construction administration of W.O. 19-01, Schedule 3 South Side Triangle Water Main Replacement to KLJ, in the amount not to exceed \$577,600.

APPROVED BY CITY ADMINISTRATOR

Attachments

Contract

Contract for Professional Architectural and Engineering Services

Project W.O. 19-01 Southside Triangle Water Line Replacement

In consideration of the mutual promises herein, City of Billings and Kadrmas, Lee & Jackson, 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 ____ pages (Basic Services of Contractor);

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

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

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

Appendix E consisting of ____ pages (Project Schedule);

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

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
- B. "Billings" means the City of Billings.
- C. "Contractor" or "Engineer" means Kadrmas, Lee & Jackson, Inc. (dba "KLJ").

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, 2020.

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)
City of Billings
Public Works - Engineering
2224 Montana Avenue
Billings, Montana 59101

Contractor: Kadrmas, Lee & Jackson Inc.
Attn: Carl Jackson
4585 Coleman Street
Bismarck, ND 58503

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: Director or Authorized Designee
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

Contractor

City Council or Designee

Date:_____

ATTEST:

City Clerk

Date:_____

Name:_____

Title:_____

Date:_____

IRS Tax ID #_____

APPROVED AS TO FORM:

By_____

BRENT BROOKS, City Attorney

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. ~~Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the~~

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

- K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Carl Jackson, working under the Principal-in-Charge, Kris Bakkegard.

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.

Section 3. Scope of Work.

PROJECT SUMMARY

Engineer will be responsible for survey, design, bidding and construction administration for 34 blocks of water main rehabilitation identified in the City of Billings W.O. 19-01 request for proposals. Engineer's services described below are based on survey and design commencing in March 2019 and bidding in June 2019. Construction is anticipated to begin in July/August 2019 and finish prior to June 2020 after a winter shutdown, followed by close-out phase activities.

Billings will be responsible for all tasks related to lead water service line replacement, including property owner/tenant coordination, establishing protocols for testing and chain of custody, obtaining samples and other related activities. Billings will also confirm final water main sizes for Engineer to incorporate in the design.

SERVICES TO BE PERFORMED

100 PROJECT MANAGEMENT

Engineer will provide project management necessary to complete services described below, throughout the anticipated project duration. This includes developing a project management plan, leading the team, assuring coherence with project objectives, specifying tasks and resources, tracking budgets and timelines and communicating with Billings. The project manager will handle day to day activities and coordination for all actions throughout the duration of the project. The project manager will also assure quality control procedures are on-going throughout the project. The project manager will be the liaison between external parties and the Engineer's team. The project manager will notify Billings of ongoing progress along with any concerns. If any items arise during the duration of the project that are outside this scope of work, the project manager will address them with Billings. Ultimately, the project manager is accountable for delivering a successful project.

101 Work Plan

Prepare a work plan to establish communication protocol, means to control scope of work, track schedules and budget, assign engineering team and subconsultant roles, assure quality and manage project production.

102 Kick-off Meetings and Project Schedule

Conduct an internal kick-off meeting to review work tasks and establish schedule milestones. At the kick-off meeting the approach for completing work, schedule and team responsibilities will be refined. Following the kick-off meeting, the schedule will be modified to include milestone dates for the major work items. The schedule will be reviewed and adjusted as necessary to incorporate changes in the work concept and progress to-date. Conduct an external kick-off meeting to include Billings' engineering staff to discuss the project schedule and work plan. Maintain and update the schedule prior to construction.

103 Project Coordination

Project coordination will occur throughout the project duration and include Billings staff, Engineer's staff, subconsultants, utility owners, construction contractor and other stakeholders.

104 Budget Monitoring and Progress Reports

Manage the timeline and budget. Prepare monthly invoices and progress reports according to Billings' requirements.

105 Unscheduled External Meetings

Attend unscheduled external meetings with Billings or other stakeholders. Provide meeting documentation upon request. Twenty (20) unscheduled meetings are included throughout the project duration.

200 PUBLIC INVOLVEMENT

Billings will coordinate with news media as needed, develop a landowner mailing list, arrange and facilitate all public meetings, coordinate with City Council and provide all inter-department coordination as needed.

201 Miscellaneous Landowner Coordination Meetings

Upon request by Billings, meet with individual landowners to discuss proposed improvements or coordination matters. Engineer will provide preliminary drawings to assist with the discussion as needed. A record of conversation will be completed for each meeting. Ten (10) individual landowner meetings are included in Engineer's fee.

202 Public Informational Meeting

Attend one public informational meeting following bidding, prior to construction. Provide exhibits consisting of construction drawings and a plan view depicting the overall project areas. Assist Billings and its construction contractor with facilitating the meeting.

203 Communications

Using the mailing list provided, prepare up to two (2) form letters that will be sent in bulk to property owners with project information and meeting notifications. During construction, provide weekly status reports with upcoming schedules for Billings' website updates.

300 DESIGN ENGINEERING

Design engineering encompasses preliminary tasks such as data collection, investigation and analysis necessary to secure input from Billings' engineering staff and concurrence on the project direction. This phase also includes preliminary design and generating draft construction drawings and specifications. Given the time-sensitive nature of awarding the construction contract before July 2019, several tasks will be completed concurrently. Engineer and Billings will collaborate to streamline decision-making and reduce design iterations and formal submittals.

301 Topographic Survey and Base Mapping

Design survey will include aerial data gathering using unmanned aerial vehicle (UAV) to collect surface data; utilities will be surveyed using conventional methods. Conventional survey to include water appurtenances, storm and sanitary sewer inlets and manholes, measured downs for any pipes which may cross the anticipated water main alignments, as well any marked private utilities.

Survey is intended to be an unconventional streamlined approach to save time and reduce fees. Particularly, if March weather conditions prohibit UAV data collection and require conventional surveying, this change in scope will be addressed as Additional Services. Right-of-way and other legal surveys are not included; Engineer's base map will show approximate lot line locations based on GIS information obtained from public domain.

Primary control points will be established as Montana NAD83 (2002) OPUS corrected State Plane Coordinates or City of Billings Coordinates Datum if available. Prior to beginning data collection, a level network will be run through all control points and tied to the published City of Billings Vertical Datum.

An existing conditions base map will be created for design and construction purposes.

302 Background Data Gathering and Evaluation

Evaluate existing record information related to the project from public records. Information will include record drawings, construction documentation relating to groundwater depths and excavation, record utility drawings, right-of-way maps and/or record plats, previous design reports and studies, and water service locations. Billings will provide Engineer the aforementioned record drawings, service data, design reports, construction documentation and geotechnical reports.

303 Desktop Environmental Review

Desktop review of historical aerial photographs and topographic maps; Sanborn (fire insurance) maps; city directories; published regulatory federal, state, local, and Tribal records/reports related to the study area and potential offsite sources of contamination (i.e., up to one mile from the study area); and pertinent Web-based databases. Results of the desktop review will be documented in a Memorandum, summarizing sites of concern and/or potential recognized environmental conditions. Coordination with the Montana Historical Society will occur to complete Literature Review of State Records to identify cultural and historical sites within the project study area. Identified sites will be provided on a map for analysis and avoidance purposes.

304 Previous Geotechnical Investigation Inventory

Review available geotechnical investigations from previous projects provided by Billings and understand the coverage of the project area. Verify the consistency of the soils and make recommendations for further investigations if necessary.

305 Geotechnical Analysis

Complete a geotechnical field investigation and analysis, if needed, including the following general items:

- Conduct twenty (20) soil borings extending to a depth of 12 feet.
- Measure groundwater depths at each boring location, if encountered.
- Prepare Log of Boring sheets showing the soil and groundwater conditions encountered.
- Conduct laboratory testing consisting of moisture content, sieve analysis, Atterberg limits, Proctor, and DIPRA corrosion.

- Provide a geotechnical report including the design and construction recommendations.

306 Private Utility Coordination

Submit notifications to utility companies regarding project and initiate discussions about utilities that may conflict with proposed improvements. Collect existing utility information and attend up to two (2) utility coordination meetings.

307 Design and Construction Drawings

Review data obtained from Billings, utility owners and surveys. Summarize technical constraints, missing information, constructability concerns, water service replacement considerations and discuss with Billings on an ongoing basis.

Water main replacement plan and profile drawings will be prepared. Construction drawings will show existing public and private utilities, surface features, service line locations and geotechnical borings. Drawings will also include general information and details. Profiles will be designed to minimize construction cost by balancing construction methods with soil conditions, impacts to utilities, conflicts with future surface features and surface restoration costs.

Potential conflicts with gravity sewers as well as private utilities will be identified and are anticipated to be avoided during design. Open trench construction is anticipated by Billings and Engineer, so trenchless construction design and specifications are not included. Designing modifications to the existing PCCP water transmission mains in State Avenue and 1st Avenue South, as well as to utility and street infrastructure within the South 27th Street roadway, are not anticipated and would be provided as Additional Services.

Providing customary 11x17 drawings is excluded; bidding and construction drawings will be plotted as long rolls (preliminary estimate is 8-12 sheets total). PDF drawings will be made available to Billings, bidders and construction contractor's.

308 Preliminary Opinion of Construction Cost

Perform quantity take-offs and create an initial opinion of construction cost to reflect design efforts to-date, including contingency.

309 Alternative Analysis and Value Engineering

In cooperation with Billings, evaluate cost saving scenarios such as temporary water scenarios, construction sequencing efficiency and alternative bid items.

310 Draft Project Manual

Prepare draft technical specifications and special provisions for review based on design to-date. Billings will provide examples of preferred technical specifications for related projects. Engineer will assemble the project manual.

Temporary water supply will be determined by the construction contractor and may entail utilizing a portion of the existing water main if practical. Engineer's scope includes providing parameters in the specifications that meet City of Billings requirements, which will be used by the construction contractor to develop its temporary water plan.

311 Valve Operation Verifications

To reduce bidder uncertainty, work with Billings to verify valves are operating properly and can be shut down during construction to isolate the work area. Visit the site and adjust preliminary design and temporary water parameters based on inoperable valves identified.

312 Quantities and Opinion of Cost

Prior to submittal, update quantity take-offs and opinion of probable construction cost.

313 Quality Assurance Review

Conduct internal quality assurance review according to Engineer's quality assurance and quality control procedures.

314 Design Engineering Phase Submittal

Submit construction drawings, project manual, and opinion of probable cost to Billings for final review and comment.

315 Design Review Meeting

Conduct a milestone review meeting to discuss the results of the Design Engineering phase. Minutes will be provided following the meeting.

500 FINAL DESIGN AND BIDDING**501 Final Drawings, Specifications, and Project Manual Revisions**

Address comments from Billings' review of Design Engineering documents. Prepare and seal final bid documents.

502 Final Quantities and Opinion of Construction Cost

Prior to bidding, update the bid form and opinion of probable construction cost to reflect any modifications.

503 DEQ Submittal

Assemble and submit final drawings, specifications, and certified main extension checklists. Engineer's fee assumes Billings is providing documentation that mains are within current approved master plans and no design reports are necessary.

504 Bid Administration and Award Recommendation

Assemble twenty (20) sets of bid documents for distribution and coordinate with Billings and other entities required for advertisement and bidding. Respond to potential bidder questions, maintain a plan holders list, and assemble and distribute addenda as appropriate to clarify the contract documents. Prepare an agenda, facilitate the pre-bid meeting and respond to questions as needed. Attend the bid opening to be conducted by Billings. Review the bids received, prepare a bid tabulation, and prepare a Notice of Award recommendation to Billings.

505 Execution of Contract Documents

Upon dissemination of the Notice of Award assemble, distribute, and coordinate execution of the contract documents.

506 Issue Conformed Drawings and Project Manuals

Produce the appropriate number of conformed drawings and project manual copies requested by the Billings and construction contractor.

600 CONSTRUCTION PHASE SERVICES

It is anticipated that the construction contract will begin in August 2019 and be completed before June 2020, including an anticipated 5-month winter shutdown from November 2019-March 2020 when Engineer's services will be minimal, if any. For the purposes of Engineer's construction phase scope of services, it is assumed there will be one prime contractor, one mainline construction crew and one small crew installing water services. Engineer will provide construction administration and observation

services with a resident project representative (RPR) for an estimated 155 calendar day construction contract (22 weeks), which is the bases for Engineer's fee to complete the tasks below.

601 Preconstruction Conference and Notice to Proceed

Schedule and facilitate a preconstruction conference to coordinate and schedule with the construction contractor and answer project questions, including meeting minutes. Prepare and process a Notice to Proceed upon Billings' approval.

602 Construction Survey

Provide construction staking outlined below, the scope of which is based on several assumptions about the final project design. If it is determined following design that more staking services will be required than those specified below, a supplemental estimate will be prepared for additional staking services.

- Horizontal and vertical control – verify and reestablish horizontal and vertical coordinates of control required for construction staking at a frequency suitable for construction.
- Hydrants, fittings, valves, services, appurtenances and water pipes at 100-foot intervals.
- No staking is included in this scope for the following:
 - o Private utility relocation
 - o Pavement re-striping
 - o Demolition limits
 - o Asphalt patching or blue topping
 - o Any other item not specified in this scope

The total number of Engineer's survey crew project site mobilizations included in the tasks above is three (3). The balance of construction staking will be provided by the RPR while already on-site performing RPR duties. Construction stakes for each item, including establishing horizontal and vertical control, will be provided one time. The Engineer will provide Billings with a periodic staking request status report and will not exceed the specified number of trips without prior approval by Billings.

Engineer-provided staking services will be identified in the project bidding documents. The construction contractor will be responsible for preserving all stakes throughout construction in accordance with the General Conditions. All other surveys required for construction of the project shall be the responsibility of the construction contractor. Re-staking or additional trips required will be provided as Additional Services. Any re-staking costs will be paid by Billings to the Engineer and then subsequently deducted from the construction contractor's payment.

603 Submittal Review

Review of product submittals and shop drawings for compliance with plans and specifications. A total of two reviews is provided in the scope for each product. Additional reviews due to construction contractor's failure to add review comments or due to alternate products submitted following initial submittal will be provided as Additional Services.

604 Construction Administration

Provide coordination and administration of project construction activities. Prepare project correspondence, and monthly pay applications. Respond to requests for information (RFIs). Evaluate change order requests and provide recommendations to Billings. Facilitate negotiations on change orders if any from either Billings or the construction contractor and prepare change orders.

605 Review Progress Schedules

Review construction progress schedule to identify conformance with contract time, and coordinate address any issues with Billings and construction contractor.

606 Progress Meetings and Site Visits

Facilitate weekly meetings during construction to discuss progress with Billings and construction contractor. Project Engineer will also conduct periodic site visits in addition to the weekly meetings. Engineer's fee includes a combined sixty (60) meetings and site visits.

607 Quality Assurance (QA) Testing

Engineer will coordinate discretionary QA testing to verify construction contractor's QC testing. The extents of QA testing will be determined in collaboration with Billings staff and depending on test results during early stages of construction and may be reduced if warranted. This scope and associated fee anticipate one trip per working day for compaction, and include up to a maximum of the following QA testing:

- Compaction Testing 110 trips
- Concrete Testing 15 trips
- Asphalt Testing 15 trips

608 Construction Observation

Assign an RPR to provide construction observation as necessary to ensure the construction contractor complies with contract documents. This includes full-time construction observation for water main and new services, and concrete or asphalt paving. Part-time observation will be provided during demolition work, forming for concrete work, grading and compaction of road base, clean-up and the other minor construction tasks.

The RPR's responsibilities include maintaining a diary of construction activities, observations, and material quantities, attending progress meetings, taking construction photographs, communicating project issues with the construction contractor and project manager, communicating with property owners, and assisting the construction contractor by providing clarifications to design and construction requirements as needed. The RPR will assist with lead service line replacement coordination while on-site.

The RPR will also provide staking and as-built surveys while on-site as part of normal working hours. Engineer's scope and fee is based on RPR staking hydrants, fittings, valves, services, appurtenances and water pipes at 100-foot intervals described above. Other required staking defined above will be provided by a 2-person survey crew.

Engineer anticipates 1,262 hours of RPR time will be required to provide the above services using the following breakdown:

$$1,150 = (22 \text{ weeks full-time} + 2 \text{ weeks half-time}) * 50 \text{ hours/week observation}$$
$$112 = 1 \text{ hour/day each week (working day) construction staking and as-builts}$$

RPR hours exceeding this amount are Additional Services and would require written authorization prior to proceeding. Construction observation time resulting from construction contractor working outside of normal work hours, as will be defined in the construction contract documents will be paid by Billings to the Engineer and then deducted from the construction contractor's payment.

609 Substantial Completion Walkthrough

Schedule and facilitate a walkthrough with the construction contractor and Billings to review all project components. Prepare a punch list of incomplete or unsatisfactory items to be resolved before final project closeout. Create and issue Certificate of Substantial Completion.

610 Final Walkthrough and Project Closeout

Schedule and facilitate a final walkthrough with the construction contractor and Billings to review the punch list developed during the substantial completion walkthrough to ensure punch list items satisfactorily completed.

611 Record Drawings and Providing Electronic Files

Complete record drawings and provide to Billings and DEQ.

612 1-Year Warranty Review

Approximately 11 months after substantial completion, schedule with all parties and be present at a 1-year warranty walkthrough of all project components. Coordinate warranty repairs with the construction contractor.

EXCLUSIONS

This scope of work contains specific information regarding tasks, number of iterations, and deliverables included in the Agreement. Additional Services beyond this scope of work are extra and will be addressed as a contract amendment. As a supplement to Appendix C and in addition to those specifically identified in the above tasks, the following list, which is not intended to be exclusive, summarizes services not included in Engineer's scope of work.

- Designing modifications to the existing PCCP transmission mains in State Avenue and 1st Avenue South, as well as within the South 27th Street roadway
- Developing construction contractor's temporary water sequencing and associated drawings
- Hydraulic modeling
- Coordinating lead service replacement prior to construction phase
- Sanitary sewer design, including modifications to accommodate new water main
- Storm drain design, including modifications to accommodate new water main
- Designing private utility modifications
- Paving, grading and other surface improvements, beyond trench restoration
- Landscaping design (impacts will be a like-for-like replacement)
- Structural design
- Dewatering design, dewatering plan review and foundation monitoring from dewatering activities
- Artistic renderings and models
- Environmental studies, documentation and permitting beyond desktop review
- Temporary or permanent easements
- Right-of-way and boundary surveys and mapping
- Resetting lost or destroyed survey monuments after construction
- Subsurface Utility Engineering
- Preparation of change orders, which require additional engineering design or construction review
- Permit application review fees
- Preparation of a Stormwater Pollution Prevention Plan (SWPPP) or any documents necessary to obtain coverage under the General Permit for Stormwater Discharges Associated with Construction Activities.

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.

The Engineer shall be paid based upon actual time accrued, but not to exceed the following amount: five hundred seventy-seven thousand six hundred dollars (\$577,600.00).

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

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

- A. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this project.
- B. Revisions or additions when such revisions or additions are inconsistent with written approvals or instructions previously given by Billings, required by enactment or revisions of codes, laws, or regulations, or are due to other causes not solely within control of the Engineer.
- C. As may be requested by Billings, additional services not included in, or exceeding, the scope of work outlined in Appendix A.
- D. Additional time and/or services resulting from additional requirements imposed by any funding source for use of those funds, as outlined in Part I, Section 14 of this Contract.
- E. Preparing to serve or serving as a consultant or witness for Billings in any litigation, arbitration, or other dispute resolution process related to the Project.

Appendix D

Schedule of Professional Fees

Not Included

Appendix E

Project Schedule

Based on a notice to proceed by Billings dated no later than March 11, 2019, the completion date for the Engineer's work is anticipated to be:

- A. Design Engineering Phase – May 1, 2019
- B. Final Design Phase – May 24, 2019
- C. Bid Award – June 24, 2019
- D. Construction Start – August 1, 2019
- E. Construction Completion – June 1, 2020

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.

Regular City Council Meeting

Meeting Date: 03/11/2019

TITLE: Pay Parking by Cell Phone System

PRESENTED BY: Tracy Scott, Parking Manager

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

The Parking Division is asking City Council to approve their recommendation for a pay parking by cell phone system. Currently, in the downtown area, motorists have the option to park on the street, in the lots, or in the parking garages. Many motorists prefer parking on the street because of the added convenience, however, they become frustrated when their allotted time expires and they risk receiving a parking ticket. The pay parking by cell phone system would alert the motorist when their time was about to expire and would provide the option for the motorist to add time to their meter up to the maximum time allowed. The cell phone system would interface with the new credit card parking meters allowing Parking Enforcement Officers to visually enforce the parking from the street. The system will also be used on the digital coin operated meters, however, the Enforcement Officers will need to use our smart devices to regulate the parking at those particular meters. The pay parking by cell phone system has the potential to be used for off-street parking as well.

There are 3 ways to pay parking by cell phone system. The motorist can pay by app available through using their IOS or Android device, access the website for people who do not like to download apps or call a phone number for people who do not have a smart phone.

Five companies responded to the RFP which were the following: PayByPhone, ParkMobile, Passport, Pango and Flowbird. The RFP committee narrowed the selection to two vendors before opening the sealed price matrixes from PayByCell and ParkMobile.

ALTERNATIVES ANALYZED

City Council may:

- Approve the recommended pay by phone vendor, or;
- Disapprove and staff continues to search for parking payment options.

FINANCIAL IMPACT

There will be no initial costs to the Parking Division for the pay parking by cell phone system with the exception of the credit card convenience fee of 3% per transaction from our merchant processor. The mobile app convenience fee of .19 cents per transaction, will be paid by the motorist who would use one of the three methods described above to pay for parking. The installation of the signs and decals is provided by the vendor. Future replacement of the signs or decals will be covered by the Parking Division.

The use of the mobile pay option will reduce the wear and tear on the parking meters, limiting maintenance costs. Receiving expiry alerts via text message or email may reduce the number

of parking citations a motorist may receive by giving them the option to extend time to the maximum allotted time. Allowing the motorist to extend their parking from anywhere may encourage them to stay downtown longer than planned to visit local businesses.

RECOMMENDATION

Staff recommends that City Council approve PayByPhone as the pay parking by cell phone system provider. PayByPhone is being recommended because of their less expensive rate, their ability to interface with the CivicSmart, their ability to integrate with our merchant processor, their educating/marketing plan and they already provide services in Billings with Diamond Parking.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 03/11/2019

TITLE: Contract Amendment With FirstMark for Residential Snow Plowing

PRESENTED BY: Kevin Iffland, Assistant City Administrator

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

The City Council approved snow plowing for residential streets by a private contractor beginning in FY18. The Public Works Department put out an invitation to bid for residential snow plowing to the curb with no hauling of snow. The successful bidder, FirstMark (CMG) was awarded the contract to plow all local streets in Billings when an anticipated snow accumulation of three to five (3-5) inches or greater occur. The City of Billings has 740 lane miles of local streets. The Public Works Department will notify the successful contractor 36 hours in advance of work based on National Weather Service forecast of projected snow accumulation of three to five (3-5) inches or greater.

Public Works is expecting to use up all the funds on the FirstMark residential snow plowing contract when they finish plowing residential streets from the last storm the week of February 17. The first areas plowed need to be plowed again and there is more snow in the forecast. Funds for residential plowing are anticipated to run out around March 2, 2019. Additionally, this leaves no money for residential plowing if we get a heavy wet snow later in March.

Acting City Administrator Iffland signed an amendment to the Firstmark contract authorizing up to \$79,999.99 in additional residential snow plowing if necessary. An additional amendment is being brought to City Council in the event additional funds beyond the \$79,999.99 are needed for snow removal. Council will be informed of the additional amount requested during the administrators report, if needed, at this regular council meeting.

ALTERNATIVES ANALYZED

City Council may:

- Approve, an amendment to the FirstMark contract authorizing additional funds for continuation of residential snow plowing if needed or;
- Disapprove an amendment to the FirstMark contract authorizing additional funds for continuation of residential snow plowing

FINANCIAL IMPACT

The financial impact of the amendment will be given to council during the Administrator's Report. It will be an amount that is not to exceed snow removal on residential streets, if needed.

RECOMMENDATION

Staff recommends that the City Council award the amendment to the FirstMark contract for Snow Plowing on Local Streets.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 03/11/2019

TITLE: Amendment One to Airport's Gift Shop Concession Agreement

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

Presentation: No

PROBLEM/ISSUE STATEMENT

On January 10, 2011, the City entered into a Gift Shop Concession Agreement with Air Host Billings, Inc. (Air Host) to operate the Airport's gift shop concession in the Terminal Building. The five-year term was set to expire on January 31, 2016, however, the Airport was in the middle of the preliminary design work for the future Terminal Expansion project, and the timing of the impacts to the concession were not immediately known. Subsequently, on January 29, 2016, the parties agreed to continue the concession arrangement in a holdover status while the design work for the Terminal project was completed. Now that the design plans are nearing completion and the impacts to the concession space during the construction process are known, both parties desire to amend the Agreement to extend the term through the duration of the construction. This will allow Air Host to continue to operate the gift shop concession in an alternative space, still providing gift shop services to the general public during the construction project. It is estimated that a Request for Proposals (RFP) will be advertised a little over a year from now so that a concessionaire will be under contract to provide input into the new gift shop concession space while it is under construction.

ALTERNATIVES ANALYZED

City Council may:

- Approve Amendment One to the Airport Gift Shop Concession Agreement; or
- Disapprove Amendment One to the Airport Gift Shop Concession Agreement.

FINANCIAL IMPACT

During the phased construction of the Terminal Expansion Project, the gift shop space may be relocated several times and may be temporarily reduced in size, both of which could reduce Air Host's revenues. The Amendment therefore also removes the Minimum Annual Guarantee (MAG) of \$120,000 for each contract year. Air Host will continue to pay the City a percentage of gross revenues, slated as 19.75% of the first \$675,000 in gross revenues, and 25.00% of gross revenues over \$675,000. The Airport's current annual concession revenues from the Gift Shop Concession Agreement are approximately \$180,000. This Amendment ensures that the Airport will have uninterrupted gift shop service to its customers during all phases of the Terminal Expansion Project, and also continues to receive revenue from this Concession during the Terminal Expansion project. Revenues are projected to be 10-15% less once the construction starts in September 2019.

RECOMMENDATION

Staff recommends that the City Council approve Amendment One to the Gift Shop Concession Agreement extending the term for up to three additional years or until the new concession space is operational, to allow Air Host to operate the gift shop concession during the final design and construction of the Terminal Expansion Project.

APPROVED BY CITY ADMINISTRATOR

Attachments

Air Host Agreement 2011
Air Host Amendment 1 - 2019

GIFT SHOP CONCESSION AGREEMENT

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

CITY OF BILLINGS, MONTANA, hereinafter
designated "City"

and

AIR HOST BILLINGS, INC., hereinafter
designated "Concessionaire"

W I T N E S S E T H

WHEREAS, the Concessionaire is engaged in the business of operating gift shops;
and

WHEREAS, the Concessionaire desires to obtain a concession, use certain facilities and obtain certain rights in connection with and on the Airport, including the use of exclusive use space within the Terminal Building on said Airport, as defined hereinafter, and the City is willing to grant a concession to the Concessionaire upon the terms and conditions hereafter stated. In this Agreement, the term "Terminal Building" refers to the Terminal Building and concourses at the Airport as shown on Exhibit A attached hereto and made a part hereof, as well as any expansions or additions thereto.

NOW THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements herein contained and other valuable consideration, the City does hereby grant a concession unto the Concessionaire, and the Concessionaire does hereby accept said

concession from the City, certain facilities, and rights in connection with and on the Airport, as follows, to-wit:

ARTICLE I

CONCESSION

The Concessionaire shall have the right to operate a gift shop in the Terminal Building, which right shall include the following:

A. Use of Airport and Facilities.

1. The nonexclusive right to use with others, the areas of the Airport and appurtenances thereto, including additions to the Airport, which may be designated by the City for nonexclusive use, together with all facilities, equipment, improvements and services which have been or may hereafter be provided at or in connection with the Airport from time to time for nonexclusive use.

2. The right to sell to the public those retail merchandise items and such other news and gift items as may be approved herein. The Concessionaire shall be required to offer for sale those items listed in Category I of Exhibit B, and shall be permitted to sell those items listed in Category II of Exhibit B, which is attached hereto and made a part hereof.

3. The right to utilize reasonable adequate vehicular parking facilities in common with other tenant employees. Such facilities shall be located in an area designated by the City. The City reserves the right to assess a reasonable charge to the Concessionaire's employees for such employee parking facilities at a rate not

more than that being charged to other tenant employees for use of the same facilities.

4. The concession rights herein granted to the Concessionaire shall be exclusive within the current Terminal Building, but nonexclusive at the Airport.

5. In the event of a dispute between the Concessionaire and the City as to the services to be offered or products to be sold, the Concessionaire shall meet and confer with the Director of Aviation and Transit and, if the parties continue to disagree, the Director of Aviation and Transit shall determine the services to be offered or products to be sold, and the Concessionaire shall be bound by said determination.

6. The full and unrestricted right of access to and egress from the Airport and those portions of the Airport occupied by the Concessionaire. This privilege shall extend to employees, business visitors, guests and invitees of the Concessionaire, and be subject to the security requirements put in place by the Transportation Security Administration (TSA).

7. In no case shall the rights granted above be construed as authorizing the conduct of a separate business by the Concessionaire. The rights granted above shall permit the Concessionaire to perform only such functions as are incidental to providing retail merchandising services in the Terminal Building.

B. Space in and Adjacent to Terminal Building.

1. The nonexclusive use with others of the common areas and lobby in the Terminal Building and of such space and such facilities as may be made available from time to time by the City.

2. The exclusive use in the Terminal Building of the space shown on Exhibit A attached hereto and made a part hereof. The use of the exclusive use space herein granted to the Concessionaire shall be for purposes in connection with or incidental to the Concessionaire's gift shop business at the Airport.

3. Depreciation and Investment Credit. Neither Concessionaire nor any successor of Concessionaire under this Agreement may claim depreciation or an investment credit with respect to the Leased Premises under the Internal Revenue Code of 1986, as amended. Concessionaire hereby makes an irrevocable election binding on it and its successors in interest under this Agreement, not to claim such depreciation or investment credit with respect to the Leased Premises.

4. Useful Life of the Facility. Concessionaire and Lessor agree that the term of this Agreement does not exceed eighty percent (80%) of the reasonably expected economic life of the property or facilities covered by this Agreement. Concessionaire represents and acknowledges that it has no option or right to purchase or acquire any interest in the personal or real property subject to this Agreement.

ARTICLE II

TERM

A. Initial Term. The term of this Agreement shall commence on the 1st day of February 2011, and shall end on the 31st day of January 2016. The Agreement Year for purposes of this Agreement shall be February 1 through January 31 of each year of the term herein.

During the time of war or declared national emergency, the City shall have the right to lease the landing area or any part thereof to the United States Government for military use. If any such lease is executed, any provisions of this Agreement that are inconsistent with the provisions of the lease to the Government shall be suspended, provided that the term of this Agreement shall be automatically extended by the amount of the period of suspension.

B. Occupancy. The date of actual occupancy shall not affect the term of this Agreement.

C. Holding Over. A holding over by the Concessionaire or its assigns, beyond the expiration of the term, shall not be permitted without the prior written consent of the Director of Aviation and Transit, and then only on a month-to-month basis. Such holdover shall be governed by the same conditions, restrictions, limitations, and covenants of this Agreement as set forth herein or as subsequently amended, and shall not be deemed to be a renewal of this Agreement.

ARTICLE III

CONCESSION FEES AND CHARGES

The Concessionaire agrees to pay to the City for the use of the premises, facilities, and rights granted hereunder, the following fees and charges during the term hereof:

A. Monthly Concession Fee Payment. As the monthly concession fee payment during the term of this Agreement, the Concessionaire shall pay the Percentage Fee as defined herein.

B. Percentage Fee. The Percentage Fee shall be the percentage of the Gross Revenues of the Concessionaire generated at the Airport during the Agreement Year as follows:

<u>FOR THE PERIOD</u>	<u>PERCENTAGE TO BE APPLIED TO GROSS REVENUES</u>		
02/01/11 thru 1/31/12	First \$675,000	–	19.75%
	Over \$675,000	–	25.00%
02/02/12 thru 1/31/13	First \$675,000	–	19.75%
	Over \$675,000	–	25.00%
02/01/13 thru 1/31/14	First \$675,000	–	19.75%
	Over \$675,000	–	25.00%
02/01/14 thru 1/31/15	First \$675,000	–	19.75%
	Over \$675,000	–	25.00%
02/01/15 thru 1/31/16	First \$675,000	–	19.75%
	Over \$675,000	–	25.00%

C. Minimum Annual Guarantee. The Minimum Annual Guarantee (MAG) for each Agreement Year of the term shall be \$120,000, except if annual Enplaned Passenger numbers drop below 250,000 in a given Agreement Year, then there shall be no MAG for that Agreement Year. Enplaned Passenger numbers refer to the aggregate number of passengers departing by air travel from the Billings Logan International Airport Terminal Building as reported by the airlines and published by the City in its monthly activity report.

D. No Abatement. The City and/or Federal government shall retain the right to restrict access to areas "airside" of security checkpoints to ticketed passengers and Airport, airline, and tenant personnel only.

E. Annual Adjustment. At the end of each Agreement Year during the term hereof, the City shall prepare and submit to the Concessionaire a statement showing the total calculated annual fee owing for said Agreement Year. If the sums paid by the Concessionaire during said Agreement Year were greater than the City's calculated annual fee, such overpayment shall be credited to the fees and charges due from the Concessionaire in the next Agreement Year, except at the end of the Agreement Term, in which case the City will reimburse the Concessionaire within thirty (30) calendar days. If the Concessionaire's aggregate payments for the Agreement Year are less than the total calculated annual fee, the Concessionaire shall, within ten (10) calendar days after notification, pay the City the difference.

F. Method of Payment. The procedure for the payment of the fees and charges shall be as follows:

1. Monthly Payments. The fees and charges to be paid by the Concessionaire to the City hereunder shall be payable in monthly installments throughout the term of this Agreement. Within ten (10) calendar days after the end of each calendar month, the Concessionaire shall pay the City, as the fees and charges for such prior calendar month, the actual percentage fee charge.

2. Monthly Gross Revenues and Fee Report. The Concessionaire shall submit a monthly accounting of the Gross Revenues received at each location in the Airport operated by the Concessionaire under this Agreement. Each monthly

accounting shall be in such manner and detail and upon such forms as are prescribed by the City. Each monthly report shall be due on the same date and at the same address as the payment for that month is due. The City reserves the right to make modifications to said reporting form at any time under this Agreement.

3. Annual Statement. No later than thirty (30) calendar days following the end of each Agreement Year, Concessionaire shall deliver to City, a summary statement signed and certified by a corporate officer to be true and correct, setting forth the total amount of Concessionaire's annual Gross Revenues made during the immediately preceding Agreement Year. This statement shall be for the purposes of reconciling the monthly statements of Gross Revenues and payments made. Any adjustment for any deficiencies between the MAG payment and the calculation of the concession fees payable (by comparing the annual Percentage Fee calculation with the MAG) shall be paid with interest as set forth herein.

4. Pro Rata Payment. If the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be in the proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month. Should this Agreement terminate at any time other than at the end of an Agreement Year, the minimum fees for the Agreement Year in which such termination occurs shall be in the same proportion that the number of days the Agreement is in effect for that Agreement Year bears to the total number of days in the year.

G. Financial Records and Audits. The Concessionaire shall keep true and accurate accounts, records, books, and data, which will show the sales, including taxes, surcharges, and Gross Revenues as herein defined, as separate line items of said business operated at the Airport, which books and records shall be maintained in accordance with generally accepted accounting principles and shall be open for inspection and audit by authorized representatives of the City at all reasonable times during normal business hours. The City reserves the right, either directly or through an agent, to make necessary detailed audits as required at any time during the term of this Agreement and for at least a three (3) year period following the end of each Agreement Year. If, as a result of such audit, it is established that the Concessionaire has understated the Gross Revenues received from all of its operations at the Airport by two percent (2%) or more, the entire expense of said audit shall be borne by the Concessionaire. Any additional Percentage Fee due shall immediately be paid by the Concessionaire to the City with interest thereon at one and one-half percent (1.5%) per month from the date such additional Percentage Fee became due. Within ninety (90) calendar days from the end of each Agreement Year, and at the sole cost and expense of the Concessionaire, the Concessionaire shall engage a Certified Public Accountant (CPA) to provide a letter stating that the Concessionaire has complied with the monthly collection, reporting and remittance requirements pursuant to and in accordance with this Agreement. The CPA statement shall be in a format as specified by the City and shall be due to the City at the office of the Director of Aviation and Transit. Any reported discrepancies shall be corrected with ten (10) calendar days of receipt of the CPA statement.

H. Gross Revenues Defined. "Gross Revenues" shall include all receipts, whether by coin or currency, on account, by check or credit card, collected or uncollected, derived

by the Concessionaire as a result of its operation of the concession rights herein granted, without any exclusion whatever, except those expressly permitted under this Paragraph H. Gross Revenues shall include the sales revenues received or billed by the Concessionaire from the sale of any item pursuant to this Agreement whatsoever. Goods, work, or services furnished by any person or firm in lieu of payment in exchange for value received shall be deemed to be Cash Sales. Gross Revenues shall exclude revenues from the following:

1. Taxes on Sales. Retail sales taxes, excise taxes, or related direct taxes on the consumer, which are collected by the Concessionaire on such sales for remittance to the City, County, State, or Federal government, provided all such taxes are properly accounted for and recorded.

2. Sale of Scrap, Equipment, or Uniforms. Receipts from the sale of waste or scrap materials resulting from the operation of the Concessionaire's business at the Airport; receipts from the sale of or the trade-in value of furniture, fixtures, or equipment used on the concession premises, and owned by the Concessionaire; receipts from the sale at cost of uniforms/clothing to the Concessionaire's employees where such uniforms/clothing are required to be worn by said employees.

3. Exchanges and Refunds from Suppliers. The value of any merchandise, supplies, or equipment exchanged or transferred from or to other business locations of the Concessionaire, where such exchanges or transfers are not made for the purpose of avoiding a sale by the Concessionaire which would otherwise be made from or at the concession premises; receipts in the form of

refunds from or the value of merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers.

4. Refunded Receipts. Receipts with respect to any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by the Concessionaire, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit.

5. Supplier Discounts. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers.

6. Tips. The amount of any gratuity paid or given by patrons or customers to employees of the Concessionaire. Concessionaire's employees shall not, at any time while on Airport property, solicit tips.

7. Reimbursement. Receipts in the form of reimbursements from the Concessionaire's subcontractor(s) for any taxes, loan payments, and/or license fees paid by the Concessionaire for or on behalf of such subcontractor.

8. Damages. Amounts received as insurance proceeds, or otherwise, for damages to Concessionaire's personal property located at the Airport.

I. Miscellaneous Fees. The Concessionaire shall pay all other reasonable miscellaneous charges established by the City on a nondiscriminatory basis from time to time and applicable to the Concessionaire's operation at the Airport within fifteen (15) calendar days from receipt of the City's invoice for any such charges, including, but not limited to, reasonable charges for signage changes, late payment fees, identification badges, and/or employee parking.

Notwithstanding, the Concessionaire shall not be required to pay any charges for common area costs, such as for security or common maintenance.

J. Utilities. The City shall provide for heating, air conditioning, and electrical utilities to the point of outlet presently existing in the exclusive use premises. Additional electrical connections, telephone lines, cable, and other communication or data lines and services shall be the responsibility of the Concessionaire.

K. Interest Penalty. Without waiving any other right or action available to the City, in the event of default in the payment of any fees or charges payable to the City by the Concessionaire under this Agreement, which are not paid when due, shall accrue interest at the rate of one and one-half percent (1.5%) per month from the date such fees or charges are due and payable, until paid in full. Said interest shall not apply with respect to items being contested in good faith by Concessionaire and which are resolved in Concessionaire's favor.

L. Contract Security.

1. The Concessionaire shall provide the City with a performance bond, irrevocable letter of credit, or other similar "Contract Security" acceptable to the City in the amount of \$40,000. Said Contract Security is to be provided by a surety company qualified to do business in the State of Montana, acceptable and satisfactory to the City, and shall be conditioned to insure faithful and full observance and performance by the Concessionaire of all the terms, conditions, and covenants set forth in this Agreement. In lieu of a performance bond, the Concessionaire, at the Concessionaire's option, may deposit with the City, a cash amount, certificate of deposit, or an irrevocable letter of credit equal to the amount

of the required Contract Security. In the event the Concessionaire chooses to provide a letter of credit as the Contract Security, the letter of credit shall be irrevocable for the period of performance, shall be drawn on a bank approved by the City, and shall be payable on demand by the City. Said deposit will be held as security and refunded or returned in full at the end of the term of this Agreement, unless used to satisfy the Concessionaire's financial obligations herein.

2. If the Concessionaire shall fail to obtain and/or keep in force such Contract Security required hereunder, such failure shall be grounds for immediate cancellation of this Agreement pursuant to Article VIII. The City's rights under this Paragraph L shall be in addition to all other rights and remedies provided to the City under this Agreement.

ARTICLE IV

OPERATIONAL STANDARDS AND MAINTENANCE BY CONCESSIONAIRE

A. Concession Personnel. The Concessionaire shall, at its cost, furnish prompt, courteous and efficient service and shall ensure polite and inoffensive conduct and demeanor on the part of its representatives, agents, and employees, collectively referred to herein as "personnel." The Concessionaire shall employ or permit the employment of only such personnel as will assure a high standard of customer service to the public. All personnel will be provided with annual customer service training designed to ensure the best service possible. All such personnel, while on or about the Airport premises, shall be clean, neat in appearance, courteous at all times, and shall be appropriately attired, with badges or other suitable means of identification, in such instances as are appropriate. No personnel, while on or about the Airport

premises, shall use improper language, act in a loud, boisterous, or otherwise improper way, or be permitted to solicit business in an inappropriate manner.

B. Local Manager. The Concessionaire shall select and appoint a local Manager of the Concessionaire's operations at the Airport. Such person must be an active, qualified, competent, and experienced manager or supervisor of comparable retail operations, vested with full power and authority to accept service of all notices provided for herein and regarding operation of the concession business herein authorized, including the quality and prices of retail items and the appearance, conduct, and demeanor of the Concessionaire's personnel. Said Manager shall ordinarily be available during regular business hours, and where, at all times during the Manager's or other absences, a responsible subordinate shall be in charge and available.

C. Hours of Operation. On each day throughout the term of the Agreement, the Concessionaire shall operate during those hours as are necessary to adequately serve the public demand, as said demand may be determined and altered by the Director of Aviation and Transit. The Concessionaire may advise the Director of Aviation and Transit regarding optimum hours of operation at each location.

1. Minimum Hours of Operation. The Concessionaire shall be obligated to operate the facilities for the hours that are defined in this paragraph until such time as the Director of Aviation and Transit requests that hours be extended or authorizes hours to be altered. The initial minimum hours each day shall be as follows:

Facilities shall open one (1) hour prior to the departure of the first scheduled flight of the day, which boards a significant amount of passengers.

Facilities shall remain open until at least the departure of the last scheduled flight of the day, which boards a significant amount of passengers.

2. Curtailment of Hours Beyond Control. The Concessionaire shall be excused from its obligation as set forth in Subparagraph C 1 above in the event that its operations are closed or curtailed, in whole or in part, by reason of a strike, lockout, or a cause beyond its control as determined by the Director of Aviation and Transit.

3. Director of Aviation and Transit May Alter Hours. The Director of Aviation and Transit may, on twenty-four (24) hours notice to the Concessionaire, require earlier opening times or later closing times for any of its locations at the Airport. The Concessionaire shall comply with said hours. The Director of Aviation and Transit may, from time to time, authorize a later opening or earlier closing time, provided the Director of Aviation and Transit finds that the Concessionaire has submitted adequate justification therefore.

D. Merchandise, Service, and Assortment Plan. The Concessionaire's management plan and merchandise plan shall be approved in advance by the Director of Aviation and Transit.

1. Amendments May Be Required. The Director of Aviation and Transit may reevaluate the selection of items during the term. The Concessionaire may meet and confer with the Director of Aviation and Transit, or a designated representative regarding such matters. The Director of Aviation and Transit's determination that the assortment of items offered is inadequate (in general or at

any particular location), or that any price is excessive, or that the quality or quantity of any item is deficient, shall be conclusive.

2. Quality of Retail Items. All retail items offered for sale by the Concessionaire shall be of high quality, and comparable to those offered at first class news and gift facilities of a similar type in other comparable airports in the United States.

3. Prices. All retail items with a pre-marked price shall be sold at that price or less. All items listed in Exhibit B offered for sale by the Concessionaire shall be priced reasonably in comparison to non-discount, off-airport facilities selling similar products to the general public in the Billings area. What constitutes "non-discount facilities" and "comparability of prices" shall be determined solely by the City, but generally in accordance with the following guidelines: non-discount facilities shall generally mean retail convenience establishments serving the public and located within a ten (10) mile radius of the Airport. Prices no more than ten percent (10%) over the average of a minimum of three (3) like facilities for the same item shall be deemed to be reasonable.

E. Cash and Record Handling Requirements. The Concessionaire shall prepare a description of its cash handling and sales recording systems and equipment, which shall be submitted to the Director of Aviation and Transit for approval. When approved by the Director of Aviation and Transit, such systems and equipment, including any revision thereto approved by the Director of Aviation and Transit, shall be utilized by the Concessionaire in its operations at Airport.

F. Cash Registers. The Concessionaire shall accurately record each sale on a point-of-sale register acceptable to the Director of Aviation and Transit. Such register shall be non-resettable and sufficient to supply an accurate record of all sales, refunds, taxes, etc., on tape or otherwise as directed by the Director of Aviation and Transit. Such register shall also have a merchandise sale item display visible to the purchaser.

G. Credit Cards. Customers shall be permitted to utilize at a minimum the following credit cards in payment for the purchase of merchandise: Discover, Visa, MasterCard, and American Express.

H. Prohibited Acts. The Concessionaire shall not do or permit to be done anything specified herein. Specifically, it shall not:

1. Interfere with Access. The Concessionaire or its employees, agents, or representatives shall not do anything which may interfere with free access and passage in the concession premises or the areas adjacent thereto, or to the elevators, escalators, streets or sidewalks of the Airport, or hinder police, fire fighting, or other emergency personnel in the discharge of their duties, or hinder access to utility, heating, ventilating or air-conditioning systems, or portions thereof, on or adjoining the concession premises.

2. Interfere with Systems. The Concessionaire or its employees, agents, or representatives shall not do anything which may interfere with the effectiveness of security, utility, heating, ventilating or air-conditioning systems or portions thereof on or adjoining the concession premises (including, but not limited to, lines, pipes, wires, conduits, and equipment connected with or appurtenant

thereto), or interfere with the effectiveness of elevators or escalators in or adjoining the concession premises, or overload any floor in the concession premises.

3. Permit Smoking. The Concessionaire or its employees, agents, or representatives shall not permit smoking, or do anything contrary to the City policy, ordinance, or signs prohibiting smoking on the Airport premises.

4. Install Unauthorized Locks and Security. The Concessionaire or its employees, agents, or representatives shall not place any additional lock, of any kind, upon any window, or interior or exterior door in the concession premises, or make any change in any existing door or window lock(s) or the mechanism(s) thereof, unless a key therefore is maintained on the concession premises, nor refuse, upon the expiration or cancellation of this Agreement, to surrender to the Director of Aviation and Transit any and all keys to the interior or exterior doors on the concession premises, whether said keys were furnished to or otherwise procured by the Concessionaire. In the event of the loss of any keys furnished by the Director of Aviation and Transit, the Concessionaire shall pay the City, on demand, the cost for replacement thereof, and the cost of re-keying the City locks. The City shall maintain, and appropriately secure, all keys that afford access to the premises assigned under this Agreement. The Concessionaire shall be fully responsible for fully complying with any law, rule, regulation, or order regarding Airport security.

5. Increase Liability. The Concessionaire or its employees, agents, or representatives shall not do anything on or to the concession premises which will

invalidate, suspend, or increase the rate of any insurance policy required under this Agreement, or carried by the City covering the concession premises, or the buildings in which the same are located, or which, in the opinion of the Director of Aviation and Transit, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under this Agreement. If, by reason of any failure on the part of the Concessionaire after receipt of notice in writing from the City to comply with the provisions of this paragraph, any insurance rate on the concession premises, or any part thereof, or on the buildings in which the same are located, shall at any time be higher than it normally would be, then the Concessionaire shall pay the City, on demand, that part of all insurance premiums paid by the City which have been charged because of such violation or failure of the Concessionaire, provided however, that nothing contained herein shall preclude the Concessionaire from bringing, keeping, or using on or about the concession premises such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary.

6. Permit Loitering or Lodging. The Concessionaire or its employees, agents, or representatives shall not permit undue loitering on or about the concession premises or use the concession premises, or any part thereof, for lodging or sleeping purposes.

I. Signs, Advertising, and Displays. The Concessionaire shall not install, construct, or place any sign, advertisement, or display upon any portion of the Terminal Building

without first obtaining the prior written approval of the Director of Aviation and Transit. The Concessionaire shall not install, construct, or place any sign, advertisement, or display anywhere outside the Terminal Building.

J. Removal of Signs. Upon the termination, cancellation, or expiration of this Agreement, the Concessionaire shall remove, obliterate, or paint out, any and all of its signs, advertising, and displays as the Director of Aviation and Transit may direct. If the Concessionaire fails to do so, the City may cause said work to be completed at the sole expense of the Concessionaire.

K. Removal of Garbage and Refuse. The Concessionaire shall strictly comply with all Airport and other rules and regulations regarding the disposition of trash and garbage; shall regularly remove from all concession facilities to the garbage or refuse disposal area all rubbish, refuse, and garbage; and shall remove the accumulation of all such material in said garbage or refuse disposal area at frequent intervals. Accumulation of trash, boxes, cartons, barrels, or other similar items shall not be permitted in any public area at the Airport. The Concessionaire shall not remove trash or garbage through public or common areas (including concourses and sidewalks) in an unsightly manner.

L. Maintenance and Repair. The Concessionaire shall, at all times and at its expense, keep and maintain the concession facilities, including all structural and other improvements installed on the premises together with all of its fixtures, plate and mirror glass, equipment and personal property therein, in good repair and in a clean and orderly condition and appearance, and shall keep the areas immediately adjacent to the exits and entrances to the concession facilities clean, orderly, and free of obstructions.

M. Maintenance Program. The Concessionaire shall regularly maintain and repair all interior areas and surfaces of the facilities, including sweeping, washing, servicing, repairing, replacing, cleaning, and interior painting that may be required to properly maintain the premises in a safe, clean, wholesome, sanitary, orderly, attractive, and inviting condition. The Concessionaire shall establish an adequate preventive maintenance program and the provisions of same shall be subject to periodic review by the City. Said program shall include, without limitation, the cleaning and repair of all floors, interior walls, ceilings, lighting, décor, and equipment, and a minimum of two (2) carpet cleanings per Agreement Year. Regardless of the Concessionaire's compliance with its preventive maintenance program, the Concessionaire shall clean such surfaces and equipment immediately upon being instructed to do so by the City or by other governmental agencies having such authority.

N. City May Repair. In the event the Concessionaire fails to accomplish such nonstructural repairs, replacements, rebuilding, redecorating, or painting required hereunder within a period of ten (10) calendar days after written notice from the City to do so, or fails to diligently repair, replace, rebuild, redecorate, or paint all the premises required to be repaired, replaced, rebuilt, redecorated or painted by the Concessionaire pursuant to said schedule, the City may, at its option, and in addition to all other remedies which may be available to it, repair, replace, rebuild, redecorate, or paint any such premises included in said notice, the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by the Concessionaire to the City on demand.

O. Right to Enter Premises. The City shall have the right to enter upon the concession facilities at all reasonable times to make such repairs, alterations, and replacements as

may, in the opinion of the Director of Aviation and Transit, be deemed necessary or advisable and, from time to time, to construct or install over, in, under, or through the concession facilities new lines, pipes, mains, wires, conduits, and equipment; provided, however, that such repair, alteration, replacement, or construction shall not unreasonably interfere with the use of the concession facility by the Concessionaire and provided further, that nothing herein shall be so construed as relieving the Concessionaire of any obligation imposed upon it herein to maintain the concession areas and the improvements and utilities therein. The City shall have the right to enter the premises at any time to maintain or repair emergency systems when either loss of life or damage to property may result.

ARTICLE V

MAINTENANCE BY THE CITY

The City agrees that it will, during the term of this Agreement, maintain and keep all Airport facilities and buildings, other than the exclusive space occupied by the Concessionaire, in a safe, working, clean, and sanitary condition, and in good repair and free from obstructions. The City agrees to maintain and operate the Airport facilities and buildings in such manner as to render them suitable for use by the Concessionaire in the operation of its business. However, this duty by the City shall not be construed to relieve the Concessionaire from its duty to provide reasonable safety precautions for use of all facilities under this Agreement by its employees, representatives, invitees, and/or airline passengers.

ARTICLE VI

RULES AND REGULATIONS

A. Rules and Regulations. This Agreement shall be subject to pertinent rules and regulations governing the conduct and operation of the Airport and its facilities as promulgated from time to time by the Federal Aviation Administration or any other duly authorized governmental agency having jurisdiction over the operation of the Airport. This Agreement shall be further subject to reasonable rules and regulations promulgated from time to time by the City, provided that such rules and regulations shall not be inconsistent with safety, or the provisions of this Agreement, or in conflict with rules and regulations now or hereafter in effect by any Federal or State agency having jurisdiction with respect hereto.

B. Fair and Equal Treatment. The Concessionaire agrees to furnish its service on a fair, equal, and nondiscriminatory basis to all users thereof, and to charge fair, reasonable, and nondiscriminatory prices for each unit or service, provided that the Concessionaire may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar types of price adjustments.

C. Nondiscrimination and Other Federal Requirements. This Agreement is conditioned upon the following covenants by the Concessionaire:

1. The Concessionaire, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree:

a) That no person on the grounds of race, color, creed, political ideas, sex, age, national origin, or physical or mental disability shall be

excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities.

b) That in the construction of any improvements in, on, over, or under the premises on behalf of the Concessionaire and the furnishing of services thereon, no person on the grounds of race, color, creed, political ideas, sex, age, national origin, or physical or mental disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination.

c) That the Concessionaire shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Concessionaire shall also comply with all applicable provisions of the Americans with Disabilities Act and any other regulations pertaining to such act.

3. The Concessionaire assures that it will undertake an affirmative action program as required by Title 14, Code of Federal Regulations, Federal Aviation Administration, Department of Transportation, Part 152, Airport and Program, Subpart E, Nondiscrimination in Airport and Program, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded

from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Concessionaire assures that it will require that its covered suborganizations provide assurances to the Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

4. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, Title 49 Code of Federal Regulations, Part 23, Participation of Disadvantaged Business Enterprise in Airport Concessions. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

The Concessionaire agrees to include the above statements in any subsequent concession related agreement or contract that it enters into and cause those businesses to similarly include the statements in further agreements.

5. The Concessionaire shall comply, at its own expense, with all laws, rules, regulations, and orders concerning the general area of civil rights and minorities and the topics dealt with in this Paragraph C, Subparagraphs 1 through 4

above, now in force or hereafter prescribed or promulgated by Federal, State, or City, whether foreseen or unforeseen, or ordinary or extraordinary.

6. In the event of breach of any of the Concessionaire's duties contained in this Paragraph C, Subparagraphs 1 through 5, the City shall have the right to terminate this Agreement and to re-enter and repossess the facilities, and hold the same as if said Agreement had never been made or issued.

7. The Concessionaire, by accepting this Agreement, agrees for itself, its successors and assigns that it will not make use of the exclusive use space in any manner that might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the exclusive use space and cause the abatement of such interference at the expense of the Concessionaire.

8. The Concessionaire acknowledges that the right to use Airport facilities in common with others authorized to do so shall be exercised only subject to and in accordance with the laws of the United States of America, the State of Montana, the City of Billings, and other governmental entities having jurisdiction over the Airport. The rules and regulations promulgated by their authority with reference to aviation and air navigation, and all other applicable rules, regulations, and ordinances now in force or hereafter prescribed or promulgated by authority or by law, shall be closely observed during the full term of this Agreement.

D. Subordination. This Agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States relative to the operation

or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

ARTICLE VII

DAMAGE OR DESTRUCTION OF PREMISES

If any building of the City in which the Concessionaire occupies exclusive space hereunder and/or the space so occupied by the Concessionaire shall be partially damaged by fire, flood, lightning, windstorm, or other force of nature, or by a public enemy, or other casualty, so as to adversely affect the Concessionaire's use of its exclusive space therein, even though not rendering such space untenable, such damage shall be promptly repaired with due diligence by the City at its own cost and expense. If damage caused in any manner hereinabove recited shall be so extensive as to render the Concessionaire's exclusive space untenable, but nevertheless is covered by insurance and is capable of being repaired and made tenantable within a period of thirty (30) calendar days, the City shall repair the damage with due diligence at its own cost and expense, and the rent payable hereunder with respect to the Concessionaire's exclusive space in such building shall be proportionately paid up to the time of such damage, but shall thenceforth cease until such time as such building and space shall be restored. If any such building is completely destroyed in the manner aforesaid or is so damaged that it will and does remain untenable for a period of more than thirty (30) calendar days, the rent payable hereunder with respect to the Concessionaire's exclusive space in said building shall thenceforth cease until such time as said building shall be fully restored. If within twelve (12) months after the time of such damage or destruction the building shall not have been repaired or reconstructed for the Concessionaire's use, then the Concessionaire may give the City written notice of its intention to

then cancel this Agreement as relates only to said building; provided, however, that the Concessionaire shall, at its own cost and expense, repair all damage to said building not covered by the City's insurance, caused by the negligence or wrongful act of the Concessionaire, and for which the Concessionaire is legally liable.

ARTICLE VIII

CANCELLATION BY CITY

A. Default. The City may cancel this Agreement without forfeiture, waiver, or release of the City's rights to any sum of money due or to become due under the provisions of this Agreement, by giving the Concessionaire ten (10) calendar days advance written notice to be served as hereinafter provided, upon or after the happening of any one of the following events of default:

1. The filing by the Concessionaire of a voluntary petition in bankruptcy.
2. The institution of proceedings in bankruptcy against the Concessionaire, which are not dismissed within one hundred twenty (120) calendar days.
3. The taking of any of the Concessionaire's assets by a court pursuant to proceedings brought under the provisions of any Federal reorganization act.
4. The appointment of a receiver of the Concessionaire's assets.
5. The divestiture of the Concessionaire's estate herein by other operation of law.

6. The abandonment by the Concessionaire of its business at the Airport for a period of at least fifteen (15) calendar days.

7. The failure of the Concessionaire to cure any of the following defaults within ten (10) calendar days of written notice from the City:

a) To pay any part of the fees and charges due under this Agreement.

b) To keep in force and provide evidence of a Contract Security as defined under this Agreement.

c) To keep in force and provide evidence of insurance coverage required under this Agreement.

8. The default by the Concessionaire, except for an event of default governed by another paragraph of this Article, in the performance or nonperformance of any covenant or agreement herein required to be performed by or required not to be performed by the Concessionaire, which covenant or agreement substantially affects the essence of this Agreement, and the failure of the Concessionaire to remedy such default for a period of thirty (30) calendar days after receipt from the City of written notice to remedy the same; provided, however, that no notice of cancellation as above provided, shall be of any force or effect if the Concessionaire shall have remedied the default within the thirty (30) calendar day cure period or while the Concessionaire is diligently proceeding to remedy any default which could not reasonably be cured within said thirty (30) calendar day period.

9. The assumption by the United States Government or by any authorized agency thereof of the operation, control or use of the Airport and its facilities or of any substantial part or parts thereof, in such manner as substantially to exclude the Concessionaire from the Airport or to prevent it from operating its business at the Airport for a period of at least ninety (90) calendar days.

10. Any assignment made by the Concessionaire for the benefit of its creditors.

B. Non-Waiver. No waiver or default by the City of any of the terms, covenants, or conditions hereof to be performed, kept and observed by the Concessionaire shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, and conditions herein contained to be performed, kept and observed by the Concessionaire. The acceptance of payment or the performance of all or any part of this Agreement by the City for or during any period or periods after a default of any of the terms, covenants, and conditions herein contained to be performed, kept and observed by the Concessionaire, shall not be deemed a waiver of any right on the part of the City to cancel this Agreement for failure by the Concessionaire to so perform, keep or observe any of the terms, covenants, or conditions hereof to be performed, kept and observed.

ARTICLE IX

CANCELLATION BY CONCESSIONAIRE

A. Default. The Concessionaire may cancel this Agreement and terminate all or any of its obligations hereunder at any time that the Concessionaire is not in default in the payment of any rentals, fees, or charges to the City hereunder by giving the City sixty (60)

calendar days advance written notice to be served as hereinafter provided, upon or after the happening of any one of the following events of default:

1. The inability of the Concessionaire to operate at the Airport for a period in excess of ninety (90) calendar days due to no fault of its own.

2. The default by the City in the performance of any covenant or agreement herein required to be performed by the City, which to covenant or agreement, substantially affects the essence of this Agreement, and the failure of the City to remedy such default for a period of sixty (60) calendar days after receipt from the Concessionaire of written notice to remedy the same; provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if the City shall have remedied the default within the sixty (60) calendar day cure period or is diligently proceeding to remedy any default which could not be reasonably cured within said sixty (60) calendar day period.

3. The assumption by the United States Government or by any authorized agency thereof of the operation, control, or use of the Airport and its facilities or of any substantial part or parts thereof, in such manner as substantially to exclude the Concessionaire from the Airport or to prevent it from operating its business on the Airport for a period of at least ninety (90) calendar days.

B. Non-Waiver. No waiver of default by the Concessionaire of any of the terms, covenants, or conditions hereof to be performed, kept and observed by the City shall be construed to be or act as a waiver by the Concessionaire of any subsequent default of any of the terms, covenants, and conditions herein contained to be performed, kept and observed by the City.

ARTICLE X

INDEMNITY AND INSURANCE

A. Indemnification. The City shall stand indemnified by Concessionaire as herein provided. It is expressly understood and agreed that Concessionaire is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that the City shall in no way be responsible therefore. It is further agreed that in the use of the Airport, in the construction, alteration, or maintenance of any improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Concessionaire shall indemnify, save harmless and defend the City from any and all claims asserted against or losses, liabilities, judgments or expenses of any type, including litigation costs and reasonable attorney's fees, suffered by the City because of any negligent act or omission on the part of the Concessionaire, and Concessionaire shall indemnify the City against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the premises.

Concessionaire expressly agrees that the City shall not be liable to Concessionaire, for personal injury, bodily injury, or for any loss or damage to real or personal property occasioned by any cause of loss including flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion, aircraft, smoke, vandalism, malicious mischief, or acts of civil authority, unless caused by the fault or negligence of the City, its officers, agents or employees.

B. Survival of Indemnities. The provisions of Paragraph A above shall survive the expiration, termination, or early cancellation of this Agreement.

C. Insurance. Concessionaire shall provide and keep in force for the term of this Agreement a commercial general liability policy (occurrence form only), providing coverage for personal injury, bodily injury, death, property damage, and product liability, in amounts not less than \$1,500,000 per occurrence.

The commercial general liability policy shall include the following endorsements: (1) the CITY OF BILLINGS shall be named as a **PRIMARY ADDITIONAL INSURED**. The City of Billings general liability policy will be excess and noncontributory. (2) The issuer(s) of the policy or policies shall provide thirty (30) days advance written notification to the City of any reductions in the policy coverage, cancellation for any reason except nonpayment, or other adverse amendments to the policy or policies impacting the risks covered. The advance written notification to the City for nonpayment of premiums shall be ten (10) days. In addition, Concessionaire shall procure and maintain in force during the entire term of this Agreement, statutory Worker's Compensation insurance and other policies of insurance reasonably required by the City. At the time of execution of this Agreement, and annually thereafter, Concessionaire shall furnish a certificate of insurance and copies of all policy endorsements specific to the City, showing that all required insurance is in force. Concessionaire shall also keep in force, insurance coverage upon all of Concessionaire's furnishings, fixtures, and equipment utilized in connection with its operations at the Airport, and shall furnish to the City with evidence that such coverage has been procured and is being maintained in full force and effect during the entire term of this Agreement. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Montana and that are satisfactory to the City.

If, in the City's opinion, the minimum limits of the insurance coverage herein required become inadequate during the term of this Agreement, Concessionaire agrees that it will increase such minimum limits by reasonable amounts on request of the City.

ARTICLE XI

HAZARDOUS SUBSTANCES

Concessionaire assumes full responsibility for the proper and legal use, handling, storage, and disposal of any hazardous substances used or consumed in the conduct of its business. "Hazardous substance" shall be interpreted broadly to mean any substance or toxic material, hazardous or toxic or radioactive substance, or other similar term by any Federal, State, or Local environmental law, regulation, or rule presently in effect or promulgated in the future, as such laws, regulations, or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death, or disease. Concessionaire will hold the City harmless from and indemnify the City against and from any damage, loss, expenses, or liability resulting from any breach of these representations and warranty including all attorney's fees and costs incurred as a result thereof.

ARTICLE XII

QUIET ENJOYMENT

With Concessionaire's performance of the covenants and terms of the Agreement herein, Concessionaire shall have peaceful possession and quiet enjoyment of the Premises during the term hereof.

ARTICLE XIII

SURRENDER OF POSSESSION

A. Surrender of Facilities. Upon the expiration or other termination of this Agreement, the Concessionaire's authority to use the space, rights, and facilities herein granted shall cease and the Concessionaire shall, upon such expiration or termination, promptly and in good condition, ordinary wear and tear excepted, surrender the same to the City. In the event the Concessionaire does not surrender possession as required, all fees and charges under Article III hereof shall be doubled during the holdover period.

B. Improvements. Except as otherwise provided herein, all improvements and other property bought, installed, constructed, or placed by the Concessionaire in, or about the Airport and the exclusive use space leased under this Agreement during the term hereof or during any prior occupancy shall be deemed to be personal property and shall remain the property of the Concessionaire. The Concessionaire shall have the right at any time during the term of this Agreement, and for an additional period of seven (7) calendar days after the expiration or other termination of this Agreement, to remove any or all of its personal property from the Airport; provided, the Concessionaire is not in default in its payments to the City hereunder and subject further to the Concessionaire's obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by the Concessionaire prior to the expiration of the aforesaid seven (7) calendar day period shall thereupon become a part of the premises upon which it is located and title thereto shall thereupon vest in the City.

ARTICLE XIV

INSPECTION BY CITY

The City may enter upon the facilities used exclusively by the Concessionaire hereunder at any reasonable time for any purpose necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

ARTICLE XV

ASSIGNMENT AND SUBLETTING

The Concessionaire shall not, at any time, assign this Agreement or any part thereof, nor shall the Concessionaire sublet the exclusive use space, without the prior written consent of the Director of Aviation and Transit, which consent shall be in the sole discretion of the Director of Aviation and Transit.

ARTICLE XVI

IMPROVEMENTS

A. Improvements. The Concessionaire shall have the right to do future construction, alteration, and maintenance of its own improvements, in any lawful manner, upon or in the exclusive use space, for the purpose of carrying out any activities provided for herein. The Director of Aviation and Transit shall have and possess final rights of approval of all plans, specifications, concepts, and buildout within the exclusive use space.

B. Condition of Premises. The City shall deliver the exclusive use space specified herein to the Concessionaire. The Concessionaire shall accept such premises "as is."

C. No Liens. All construction work performed, equipment supplied and installed, and interior design and décor furnished by the Concessionaire pursuant to this Article

shall be at its sole cost and expense, free and clear of liens for labor and material and the Concessionaire shall hold the City harmless from any liability in respect thereto. The Concessionaire shall ensure that no liens are placed on the improvements, premises, or the City property.

D. Approval of Improvements. Prior to the commencement of any construction, alteration, or improvement by the Concessionaire, the Concessionaire shall first obtain the Director of Aviation and Transit's written approval of all plans and specifications. The construction or alteration by the Concessionaire, including permits and approvals, of any and all areas included under this Agreement, shall be formalized through a private construction agreement between the Concessionaire and a contractor of the Concessionaire's choice. Said private construction agreement shall be approved by the Director of Aviation and Transit prior to the commencement of any work.

E. Utilities – Installation. The City shall provide utilities to a point within each exclusive use area and the Concessionaire shall provide distribution of utilities within the exclusive use area.

F. Future Work. The Concessionaire shall not make any structural alterations to the ceilings, walls, floors, or any permanent improvements, which it constructs or installs in the concession areas, without first obtaining the Director of Aviation and Transit's written consent. Additionally, the Concessionaire may not make any nonstructural alterations in the concession areas, which the necessity of the operation of its concession demand in order to promote efficiency in the operation thereof, without also first obtaining the Director of Aviation and Transit's written consent.

G. Contractor's Insurance. The Concessionaire shall ensure that the contractor hired to construct any of its improvements shall secure the insurance coverage required by the City prior to commencement of construction. The Concessionaire shall further ensure that its contractor maintains the required insurance throughout construction, which includes an endorsement that names the City of Billings as an additional insured, and submits to the City evidence of required insurance coverage and endorsements.

H. Regulatory Requirements. The Concessionaire shall require by any contract that it awards in connection with the structural or other improvements, the installation of any and all equipment and the interior designing and décor, that the contractor doing, performing, or furnishing the same shall comply with (or the Concessionaire, if it is doing the work itself, shall comply with) all applicable statutes, ordinances, codes, rules, and regulations.

I. As-Builts. Upon completion of any concession improvements, the Concessionaire shall, within sixty (60) calendar days thereafter, furnish the City, at no charge:

1. A certificate certifying that the improvements have been constructed in accordance with the approved plans and specifications and in strict compliance with all laws, rules, ordinances, codes, and governmental rules, regulations and orders.

2. Two (2) complete, reproducible sets of as-built drawings and CAD files covering the structural and other improvements installed by the Concessionaire in the concession areas plus the location and details of installation of all equipment, utility lines, heating, ventilating, air conditioning ducts, and related matters. The Concessionaire shall keep said drawings current by updating

the same in order to reflect thereon any changes or modifications that may be made in or to the premises.

J. Ownership of Improvements. At the completion of the term of the Agreement, the City shall take ownership of all non-inventory and fixed improvements associated with the development and buildout of the referenced concession delivery area and provided by the City in accordance with Paragraph A above. The Concessionaire shall have the rights to the ownership of all other improvements, installed as part of this Agreement, subject to the conditions provided in this Paragraph J.

1. Ownership During Term. Ownership of improvements paid for by the Concessionaire shall remain with the Concessionaire over the full term of this Agreement, subject to early termination. Any improvement not paid for by the Concessionaire shall be owned by the City.

2. Ownership Upon Termination. Title to all leasehold improvements and furniture, fixtures, and equipment, which cannot be removed without causing any damage, shall vest in the City upon termination of this Agreement.

ARTICLE XVII

GENERAL PROVISIONS

A. Attorney's Fees. Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable

costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith.

B. Taxes. The Concessionaire agrees to pay any taxes or assessments that may be lawfully levied against the space occupied by the Concessionaire in the Terminal Building, including and not limited to any tax now or hereafter levied.

C. Permits and Licenses. Concessionaire will obtain and maintain throughout the term of this Agreement, all permits, licenses, or other authorizations required in connection with the operation of its business at the Airport. Copies of all required permits, certificates, and licenses will be forwarded to the Director of Aviation and Transit upon commencement of this Agreement and regularly thereafter upon renewals of such permits, certificates, and licenses, throughout the term of this Agreement.

D. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement or the particular paragraphs.

E. Successors and Assigns. All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.

F. Effect of Invalid Provision. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be

affected hereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

G. No Individual Liability. No member, officer, agent, director, or employee of the City shall be charged personally or held contractually liable by or to the Concessionaire under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

H. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between the Concessionaire and the City.

I. Modification and Amendments. Changes or modifications to this Agreement shall only be done in the form of an amendment to be agreed upon and signed by both parties.

J. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue in any proceedings held hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

K. Notices. Notices to the City provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Director of Aviation and Transit
Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings, MT 59105

and notices to Concessionaire, if sent by certified mail, postage prepaid, addressed to:

Air Host Billings, Inc.
1355 Lynnfield Road, Suite 101
Memphis, TN 38119
ATTN: David C. Shelton

Other Contact Information:
Phone: (901) 767-3463 (Ext. 28)
E-mail: dairhost@bellsouth.net

L. Entire Agreement. This Agreement and its attachments constitute the entire Agreement and understanding of the parties with respect to matters referenced herein.

IN WITNESS WHEREOF, the parties have executed this Concession Agreement as of the day and year first above written.

ATTEST:

CITY OF BILLINGS

BY _____
CITY CLERK

BY _____
MAYOR

APPROVED AS TO FORM

AIR HOST BILLINGS, INC.

BY _____
CITY ATTORNEY

BY _____

AMENDMENT ONE
TO
GIFT SHOP CONCESSION AGREEMENT
BY AND BETWEEN
CITY OF BILLINGS
AND
AIR HOST BILLINGS, INC.

W I T N E S S E T H

RECITALS

WHEREAS, City is the owner and operator of the Billings Logan International Airport, Billings, Montana (hereinafter called "Airport"), and

WHEREAS, City and Air Host Billings, Inc. (hereinafter called "Concessionaire") previously entered into a Gift Shop Concession Agreement dated January 10, 2011 (hereinafter the "Agreement"), and

WHEREAS, the term of the Agreement was to expire on January 31, 2016; however, via written letter dated January 29, 2016, the City and Concessionaire agreed to treat Concessionaire as a holdover concessionaire operating on a month-to-month arrangement under the term of the Agreement, and

WHEREAS, City is in the design process for making substantial improvements to the Airport Terminal Building and its concourse areas, in order to better serve and more efficiently

and effectively meet the needs of the traveling public and the airlines using the Airport in the future, and

WHEREAS, those substantial improvements to be made at the Airport will involve, among other things, the construction of new and/or renovated spaces for use in providing concessions (all such improvements to be constructed at the Airport hereinafter referred to as the "Terminal Expansion Project"), and

WHEREAS, in the near future, the Airport will advertise a Request for Proposals (RFP) process for potential concessionaires to provide a proposal to operate the new concession spaces so said spaces can be built during the construction process for the Terminal Expansion Project, and

WHEREAS, the parties have agreed that Concessionaire should continue as a holdover concessionaire under the terms of the Agreement as modified by the terms and conditions set forth below in this Amendment.

NOW, THEREFORE, for and in consideration of the recitals set forth above and of the mutual covenants and agreements contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. Holdover. Concessionaire shall continue as a holdover concessionaire under Article II, Paragraph C of the Agreement, until the earlier of either:

(a) The date that those sections of the Terminal Expansion Project incorporating the new concession facilities are substantially completed and City has obtained a tenant/operator (whether such tenant/operator be the Concessionaire or

another person or entity) to have the gift concession rights at the Airport using the space completed in the Terminal Expansion Project; or

(b) Three (3) years from first day of the month following the date of the full execution of this Amendment.

However, should the Terminal Expansion Project not be completed within such three-year period, City shall have the right to extend Concessionaire's holdover period for up to an additional one (1) year on the same terms and conditions set forth in the Agreement and this Amendment. To exercise such right to extend the holdover period, City shall provide Concessionaire with not less than sixty (60) calendar days written notice prior to the expiration of the three-year period.

2. Location of Concessionaire's Premises in the Airport. Concessionaire will initially use the Premises and facilities in the Airport Terminal Building that it is using as of the date of the execution of this Amendment. However, Concessionaire acknowledges that, in connection with the Terminal Expansion Project, City will need to demolish Concessionaire's existing gift shop and adjacent storage space (the "Demolition Work"); and as a result of the Demolition Work and other work to be done by City in connection with the Terminal Expansion Project, Concessionaire will be required to use other space in the Airport to conduct its gift concession business. Specifically, the parties agree as follows with respect to the Terminal Expansion Project:

(a) At all times during the Terminal Expansion Project, City will use its best efforts to provide Concessionaire with adequate space and facilities to conduct Concessionaire's gift concession business and to ensure that the traveling public has access to Concessionaire's gift concessions. The substitute space and facilities

initially provided to Concessionaire to operate its gift concession business during the Terminal Expansion Project will be referred to as the "Temporary Gift Shop Space" in this Amendment and said space is set forth in Exhibit A of this Amendment. In addition, City acknowledges that it will endeavor to provide, at all times during the Terminal Expansion Project, substitute storage space for Concessionaire to replace the storage space that is to be demolished as a result of the Terminal Expansion Project.

(b) With respect to the Temporary Gift Shop Space, the parties acknowledge that such space may not necessarily consist of a segregated space similar to what the Concessionaire now operates as a gift shop; rather, the Temporary Gift Shop Space could include, by way of example, an area or areas set up in the common areas (such as walkways of the concourses) in the Airport Terminal. The parties agree to cooperate in good faith in establishing the location or locations of the Temporary Gift Shop Space. At its own costs, Concessionaire shall provide all fixtures and point-of-sale systems to record transactions. City shall utilize its best efforts to provide for the security of Concessionaire's merchandise during hours that the Temporary Gift Shop Space is not open for business.

(c) The parties agree that, as the Terminal Expansion Project continues, it may be necessary for City to again relocate all or certain portions of Concessionaire's premises used to operate its gift concession business at the Airport (including the possible relocation or modification of the Temporary Gift Shop Space). If such relocation or modification becomes necessary, City agrees to

endeavor to provide at least ninety (90) calendar days advance written notice to Concessionaire of the need to relocate and to provide, in connection with any such relocation or modification, substitute space to Concessionaire suitable in order to allow Concessionaire to continue to conduct its gift concession business at the Airport.

(d) City shall be responsible for distributing, at its own costs, the utilities in the new areas provided to Concessionaire (including, but not limited to, the Temporary Gift Shop Space) to conduct its gift concession business.

(e) The parties agree to cooperate with each other in attempting to ensure that the Terminal Expansion Project is completed in an orderly and efficient manner and that Concessionaire is allowed to continue its gift concession business in the Airport during such construction. However, Concessionaire acknowledges that, because of space limitations with respect to the Temporary Gift Shop Space or other areas provided to it to conduct its gift concession business, Concessionaire may not be able to offer for sale all products that it currently offers.

3. Modification of Minimum Annual Guarantee. The parties recognize that the relocation of Concessionaire's gift concession business could adversely affect Concessionaire's revenues. Therefore, notwithstanding the provisions of Article III of the Agreement, there shall be no Minimum Annual Guarantee (MAG) for each Agreement Year (as that term is defined in the Agreement) starting with the February 1, 2019 Agreement Year and each Agreement Year thereafter; rather for such Agreement Years, Concessionaire shall pay only the Percentage Fee required under Article III, Paragraph B of the Agreement.

4. ARTICLE VI, RULES AND REGULATIONS, is amended in part and revised as follows:

ARTICLE VI

RULES AND REGULATIONS

A. Rules and Regulations. This Agreement shall be subject to pertinent rules and regulations governing the conduct and operation of the Airport and its facilities as promulgated from time to time by the Federal Aviation Administration or any other duly authorized governmental agency having jurisdiction over the operation of the Airport. This Agreement shall be further subject to reasonable rules and regulations promulgated from time to time by the City, provided that such rules and regulations shall not be inconsistent with safety or the provisions of this Agreement, or in conflict with rules and regulations now or hereafter in effect by any Federal or State agency having jurisdiction with respect hereto.

B. Fair and Equal Treatment. The Concessionaire agrees to furnish its service on a fair, equal, and nondiscriminatory basis to all users thereof, and to charge fair, reasonable, and nondiscriminatory prices for each unit or service, provided that the Concessionaire may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar types of price adjustments.

~~C. Nondiscrimination and Other Federal Requirements. This Agreement is conditioned upon the following covenants by the Concessionaire:~~

~~1. The Concessionaire, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree:~~

~~a) — That no person on the grounds of race, color, creed, political ideas, sex, age, national origin, or physical or mental disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities.~~

~~— b) — That in the construction of any improvements in, on, over, or under the premises on behalf of the Concessionaire and the furnishing of services thereon, no person on the grounds of race, color, creed, political ideas, sex, age, national origin, or physical or mental disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination.~~

~~e) — That the Concessionaire shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.~~

~~2. — The Concessionaire shall also comply with all applicable provisions of the Americans with Disabilities Act and any other regulations pertaining to such act.~~

~~3. — The Concessionaire assures that it will undertake an affirmative action program as required by Title 14, Code of Federal Regulations, Federal Aviation Administration, Department of Transportation, Part 152, Airport and~~

~~Program, Subpart E, Nondiscrimination in Airport and Program, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Concessionaire assures that it will require that its covered suborganizations provide assurances to the Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.~~

~~4. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, Title 49 Code of Federal Regulations, Part 23, Participation of Disadvantaged Business Enterprise in Airport Concessions. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.~~

~~The Concessionaire agrees to include the above statements in any subsequent concession related agreement or contract that it enters into and cause those businesses to similarly include the statements in further agreements.~~

~~5. The Concessionaire shall comply, at its own expense, with all laws, rules, regulations, and orders concerning the general area of civil rights and minorities and the topics dealt with in this Paragraph C, Subparagraphs 1 through 4 above, now in force or hereafter prescribed or promulgated by Federal, State, or City, whether foreseen or unforeseen, or ordinary or extraordinary.~~

~~6. In the event of breach of any of the Concessionaire's duties contained in this Paragraph C, Subparagraphs 1 through 5, the City shall have the right to terminate this Agreement and to re-enter and repossess the facilities, and hold the same as if said Agreement had never been made or issued.~~

7C. Exclusive Use Space. The Concessionaire, by accepting this Agreement, agrees for itself, its successors and assigns that it will not make use of the exclusive use space in any manner that might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the exclusive use space and cause the abatement of such interference at the expense of the Concessionaire.

8D. Airport Facilities in Common. The Concessionaire acknowledges that the right to use Airport facilities in common with others authorized to do so shall be exercised only subject to and in accordance with the laws of the United States of America, the State of Montana, the City of Billings, and other governmental entities having jurisdiction over the Airport. The rules and regulations promulgated by their authority with reference to aviation and air navigation, and all other applicable rules, regulations, and ordinances now in force or hereafter prescribed or

promulgated by authority or by law, shall be closely observed during the full term of this Agreement.

DE. Subordination. This Agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

5. ARTICLE XVII, GENERAL PROVISIONS, is renamed as ARTICLE XVII, NONDISCRIMINATION, and revised as follows:

ARTICLE XVII

NONDISCRIMINATION

A. General. In the use and occupation of the Airport, Concessionaire shall not discriminate against any person or class of persons by reason of race, color, religion, sex, national origin or ancestry, age, or disability. Additionally, for the services provided during the use and occupation of the Airport, Concessionaire shall furnish said services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit of service, provided that the Concessionaire may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

B. Civil/Human Rights Laws. In the operation and use of the Airport, Concessionaire shall not, on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of Title 49, Code of Federal Regulations, the Civil Rights Act of

1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, and such other Federal, State, or Local laws as may be applicable.

Without limiting the generality of the foregoing, Concessionaire agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, age, or disability. Concessionaire agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or ancestry, age, or disability. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. Concessionaire agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

C. Concessionaire, for itself, its heirs, personal representatives, successors in interest, and assignees, as part of the consideration of this Lease, does hereby covenant and agree as a covenant running with the land that, in the event improvements are constructed, maintained, or otherwise operated on the Airport for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Concessionaire shall maintain and operate such improvements and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

D. Concessionaire, for itself, its heirs, personal representatives, successors in interest, and assignees, as a part of the consideration of this Lease, does hereby covenant and agree as a covenant running with the land that:

1) No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said improvements.

2) No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under such land and the furnishing of services thereon.

3) Concessionaire shall use the facilities in compliance with all other requirements imposed by, or pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E, or such employment activities covered in any applicable State or Local law. Concessionaire assures that no person shall be

excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Article XVII.

E. During the performance of this Lease, the Concessionaire, for itself, its assignees, and successors in interest, agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 2) 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);
- 3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal aid programs and projects);
- 4) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, § 47123) as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and § 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);

8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination 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. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

9) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations;

11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure

compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Federal Regulations at 74087 – 74100);

12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

F. The Concessionaire shall comply, at its own expense, with all laws, rules, regulations, and orders concerning the general area of civil rights and minorities and the topics dealt with in this Article, now in force or hereafter prescribed or promulgated by Federal, State, or City, whether foreseen or unforeseen, or ordinary or extraordinary.

G In the event of breach of any of the Concessionaire's duties contained in this Article, the City shall have the right to terminate this Agreement and to re-enter and repossess the facilities, and hold the same as if said Agreement had never been made or issued.

6. ARTICLE XVII, GENERAL PROVISIONS, is renumbered ARTICLE XVIII, GENERAL PROVISIONS, and remains the same except for Paragraph K., Notices, which is hereby amended and replaced in its entirety as follows:

ARTICLE XVIII

GENERAL PROVISIONS

K. Notices. Notices to the City provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Director of Aviation and Transit
Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings, MT 59105

and notices to Concessionaire, if sent by certified mail, postage prepaid, addressed to:

Air Host Billings, Inc.
~~1355 Lynnfield Road, Suite 101~~
1255 Lynnfield Road, Suite 281
Memphis, TN 38119
ATTN: David C. Shelton

Other Contact Information:
Phone: (901) 767-3463 (Ext. 28)
E-mail: dairhost@bellsouth.net

FURTHER, except as otherwise set forth above in this Amendment, all other terms and conditions of the Concession Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand this _____ day of _____ 20__.

ATTEST:

CITY OF BILLINGS

BY _____
CITY CLERK

BY _____
MAYOR

APPROVED AS TO FORM

AIR HOST BILLINGS, INC.

BY _____
CITY ATTORNEY

BY _____
DAVID C. SHELTON
PRESIDENT

Regular City Council Meeting

Meeting Date: 03/11/2019

TITLE: Amendment Three to Airport's Restaurant/Lounge Concession Agreement

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

Presentation: No

PROBLEM/ISSUE STATEMENT

On October 28, 2002, the City entered into a Restaurant/Lounge Concession Agreement with Air Host Billings, Inc. (Air Host) to operate the restaurant, lounge, and concourse deli in the Airport Terminal Building for a five-year term with a five-year renewal option. This Agreement required a Mid-Term Refurbishment Clause that required Air Host to spend at least \$50,000 to maintain the appearance and furnishings of the facilities as part of the five-year renewal option. Air Host's cost for these facility improvements was approximately \$95,000. Since this was more than the refurbishment amount that was required by the original Agreement, Air Host requested an additional two years of term over which to amortize the added costs. The City Council subsequently approved Amendment One on February 28, 2008, and extended the term to October 31, 2014. Near the end of that term, the Airport began the long-term planning regarding improvements to the Airport's Terminal Building. Knowing the outcome of these improvements would have a significant impact on both the size and location of the future food/beverage and news/gift concession programs, the Airport and Air Host agreed to extend the term of the Agreement (Amendment Two) to January 31, 2016. Subsequently, on January 29, 2016, the parties agreed to continue the concession arrangement in a holdover status of the Agreement while the design work for the Terminal project was completed. Now that the design plans are nearing completion and the impacts to the concession space during the construction process are known, both parties desire to amend the Agreement to extend the term up to three years or through the duration of the construction of the new concession facilities, whichever comes first. This will allow Air Host to continue to operate the food/beverage concession in an alternative space and provide food/beverage services to Airport customers during the construction project. It is estimated that a Request for Proposals (RFP) will be advertised around a year from now so that a concessionaire will be under contract to provide input into the new Food and Beverage concession space while it is still under construction.

ALTERNATIVES ANALYZED

City Council may:

- Approve Amendment Three extending the Concession Agreement, allowing Air Host to operate the food/beverage concession during the construction of the Terminal Expansion improvements; or
- Disapprove Amendment Three extending the Concession Agreement, allowing Air Host to operate the food/beverage concession during the construction of the Terminal Expansion improvements.

FINANCIAL IMPACT

The City's current annual concession revenues for the Restaurant/Lounge Concession Agreement are approximately \$154,000. This Amendment Three ensures that the Airport will have uninterrupted food/beverage service to its customers during all phases of the Terminal Expansion Project. Staff believes revenues may increase during the construction project due to the close proximity of the temporary deli on Concourse B to the remaining holdroom areas being used by all passengers.

RECOMMENDATION

Staff recommends that the City Council approve Amendment Three to the Restaurant/Lounge Concession Agreement extending the term for up to three additional years or until the new concession space is operational, to allow Air Host to operate the food/beverage concession during the final design and construction of the Airport Terminal Expansion Project.

APPROVED BY CITY ADMINISTRATOR

Attachments

Air Host Agreement 2002
Air Host Amendment 3 - 2019

RESTAURANT/LOUNGE CONCESSION AGREEMENT

BILLINGS LOGAN INTERNATIONAL AIRPORT TERMINAL BUILDING

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

CITY OF BILLINGS, MONTANA, a Montana Municipal
Corporation, hereinafter designated "City"

and

AIR HOST BILLINGS, INC.,
hereinafter designated "Concessionaire"

W I T N E S S E T H:

RECITALS

WHEREAS, City is the owner and operator of the Billings Logan
International Airport, Billings, Montana (hereinafter called "Airport"), and is empowered and
authorized to grant concessions; and

WHEREAS, Concessionaire is engaged in the business of operating food and
beverage establishments; and

WHEREAS, Concessionaire desires to obtain a concession, use certain
facilities and obtain certain rights in connection with and on the Airport, including exclusive space
within the Terminal Building on said Airport, as defined hereinafter, and City is willing to grant a
concession to the Concessionaire upon the terms and conditions hereinafter stated.

NOW, THEREFORE, for and in consideration of the Premises and of the
mutual covenants and agreements herein contained and other valuable consideration, City does

hereby grant a concession unto Concessionaire, and Concessionaire does accept from City said concession, certain facilities, rights, services, and privileges in connection with and on the Airport, as follows:

ARTICLE I

TERM

A. Initial Term. The term of this Agreement shall commence on the 1st day of November 2002, and shall terminate on the 31st day of October 2007. The "Contract Year" for purposes of this Agreement shall be November 1 through October 31 of each year of the term herein.

B. Option. Concessionaire shall have an option to extend this Agreement for an additional five (5) year period from and after October 31, 2007, on the terms and conditions as provided for herein, and as from time to time may be amended, provided Concessionaire gives the City notice in writing at least one hundred eighty (180) days prior to October 31, 2007, and further provided that Concessionaire has not failed to cure any default as provided herein. Notwithstanding the above, in order to prevent the inadvertent failure of Concessionaire to exercise the option within the time specified herein, it is agreed that the City may not terminate this Agreement until and unless the City notifies Concessionaire in writing that Concessionaire has not exercised its option to extend and that the option to extend shall expire thirty (30) days after receipt of such notice by the City. If Concessionaire does not send written notice of the exercise of such option to the City within said thirty (30) day period, then Concessionaire's option to extend this Agreement shall terminate. If the City gives Concessionaire such notice and Concessionaire exercises its option to extend, then the effective date of such option shall be retroactive to the

expiration date of the primary term hereof. If Concessionaire gives timely notice of its intent to renew the Agreement pursuant to conditions herein above, then the minimum annual payment, percentage of gross revenue and any other fees during the renewal term of this Agreement must be negotiated and agreed upon in writing by the parties no later than ninety (90) days before the expiration of the original term of this Agreement. If not successfully agreed upon, the Agreement will not be extended or renewed and the Agreement will automatically terminate upon expiration of the initial term of the Agreement.

C. Holding Over. A holding over by the Concessionaire or its assigns, beyond the expiration of the term, shall not be permitted without the written consent of the Director of Aviation and Transit, and then only on a month-to-month basis. Such holdover tenancy shall be governed by the same conditions, restrictions, limitations, and covenants of this Agreement as set forth herein or as subsequently amended.

ARTICLE II

OCCUPANCY AND PREMISES

A. Occupancy. Under this Agreement, occupancy is to commence on the first day of the Agreement's Term set forth herein above.

B. Premises. The City hereby grants the exclusive use to the Concessionaire those certain Premises and facilities in the Airport Terminal Building, which Premises are shown on Exhibit A, attached hereto and incorporated herein by this reference. Said space is herein referred to as the "Premises" and is generally comprised of kitchen area, dining room, cocktail lounge, and future concourse food service area.

C. Acceptance of Conditions. Concessionaire accepts the existing Premises as depicted on Exhibit A, and acknowledges that the condition of the same is satisfactory to Concessionaire as of the date of this Agreement.

D. Temporary Facilities. Concessionaire shall operate a temporary restaurant facility during the period of construction on the dining room and the lounge areas, pursuant to Article IV herein. It is expected that Concessionaire will be faced with inconveniences during the period of construction, as more particularly described in Article IV.

ARTICLE III

CONCESSION FEES AND CHARGES

A. Fees and Charges. For the use of the Premises, facilities, and rights granted hereunder, Concessionaire agrees to pay to the City, the following fees and charges during the term hereof. For the concession privileges granted herein, Concessionaire shall pay the greater of a minimum annual guaranteed fee (MAG), or a percentage of the total gross revenues on all sales revenue generated by the restaurant and lounge operation for a Contract Year.

B. Gross Revenues. Gross Revenues as defined for use herein, shall be construed to mean the aggregate of all revenues, income, and receipts for sales made and services performed, including, but not limited to, all sales of food, beverages, liquor, vending sales, catering, sales for in-flight catering or consumption, gift certificates, all sales to employees of Concessionaire, all telephone orders received and filled at or from the Premises, and other merchandise and services in or from the Premises, performed for cash, on credit or otherwise, regardless of when and whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and services for like property, or services, at the selling

price thereof as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater. Gross Revenues shall exclude revenues from the following:

1) Taxes on Sales. Retail sales taxes, excise taxes, or related direct taxes on the consumer, which are collected by Concessionaire on such sales for remittance to the City, County, State, or Federal Government, provided all such taxes are properly accounted for and recorded.

2) Exchanges and Supplies Refunds. The value of any merchandise, supplies, or equipment exchanged or transferred from or to other business locations of Concessionaire, where such exchanges or transfers are not made for the purpose of avoiding a sale by Concessionaire, which would otherwise be made from or at the concession Premises. Receipt amounts in the form of refunds for the value of merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers.

3) Refunded Receipts. Receipts with respect to any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by Concessionaire, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit.

4) Supplier Discounts. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers.

5) Tips. The amount of any gratuity paid or given by patrons or customers to employee of Concessionaire. Said Concessionaire's employee shall not, at any time while on Airport property, solicit tips.

C. Payment of Fees and Charges. By November 1, of each contract year, Concessionaire will pay to the City a fee of \$1,400.00. Concessionaire will then pay by the twentieth of each month, 8% of the Gross Revenues generated in the previous month for the gross annual revenues up to \$800,000.00. For all revenues generated over \$800,000.00 the Concessionaire will pay by the twentieth of each month, 9% of the Gross Revenues generated in the previous month. Said payment will be accompanied with a detailed report, signed and certified by Concessionaire as being true and correct, setting forth the amount of the Concessionaire's Gross Revenues for the previous month and shall provide a report reflecting the amount of revenue generated in the following revenue generating areas for each of the Terminal locations (main floor dining, lounge, concourse):

- 1) Food
- 2) Liquor
- 3) Vending
- 4) In-Flight Catering
- 5) Other Miscellaneous Revenues

Within thirty (30) days after the end of each Contract Year during the term of the Agreement, and within the thirty (30) day period succeeding the expiration or earlier termination of the Agreement, Concessionaire shall deliver to the City a written statement, signed and certified by a certified public accountant or an officer of Concessionaire to be true and correct,

setting forth the total amount of Concessionaire's annual Gross Revenues generated during the immediately preceding Contract Year. Upon receipt of the certified statement of Gross Revenues for the Contract Year, the City will evaluate whether the percentage of Gross Revenues paid during the Contract Year corroborates with said Gross Revenue statement. If in any month during a Contract Year, Concessionaire shall have paid to City percentage of gross revenue in excess of the amount due for such month, the overpayment shall be adjusted between the City and the Concessionaire promptly after the end of the Contract Year in which the overpayment was made. If there is an underpayment in the percentage of Gross Revenue, such underpayment shall be payable immediately to the City, with interest at the rate of eighteen percent (18%) per annum from the date it was originally due until paid. Annual statements by Concessionaire under these provisions shall be accurate and satisfactory in scope to the City, and shall be in such form and style and shall contain such detail and breakdowns as the City may reasonably require. If the total annual percentage of Gross Revenue payments for a Contract Year do not exceed the MAG for that year, Concessionaire will remit the difference between the amount of the MAG and the percentage of Gross Revenues remitted, which payment shall be due with the submittal of the Concessionaire provided statement of Gross Revenues.

D. Credit for Construction Against Rental. The City will provide the Concessionaire a \$70,000.00 credit against the monthly payment of fees and charges to be paid to offset construction costs that Concessionaire will incur to remodel and update the Premise areas generally known as the dining room and the lounge as set forth on Exhibit B as Area Y. The City will require that the remodel include the removal and replacement of the flooring, wall coverings, ceiling tiles, and lighting. During the remodel, should unanticipated or unexpected repairs,

preparations, or modifications need to be made in connection with the removal and replacement of, any or all, of the flooring, wall coverings, ceiling tiles or lighting, City will be notified and the appropriate remedy determined. Associated costs of said unanticipated or unexpected repairs, preparations, or modifications in connection with the removal and replacement of the required items identified herein above, will be the responsibility of the City. Concessionaire may expand the remodel to include other items subject to the City's prior written approval. Concessionaire may exceed the construction cost of \$70,000.00 to make the required improvements at Concessionaire's own expense. Concessionaire will deduct the \$70,000.00 credit for construction from the payment of the monthly fees and charges until said credit has been completely offset against the monthly fees and charges. Concessionaire will reflect the use of the credit for construction to offset monthly payments in the required monthly detailed report. Concessionaire will also provide the City with a detailed cost accounting and copies of invoices for the total of the construction costs incurred to perform the remodel of said Premise. Should Concessionaire complete the required Premise remodel, to the satisfaction of the City, for less than \$70,000.00, Concessionaire will not offset the monthly payment of fees and charges with the credit for construction beyond the amount actually paid in construction costs for the remodel of said Premise. In the event Concessionaire has applied the credit for construction to the monthly payment of fees and charges at an amount greater than the amount of the total construction costs, Concessionaire will reimburse to the City the difference between the total credit for construction used to offset the monthly payment of fees and charges and the actual total construction costs.

E. Minimum Annual Guarantee (MAG). The MAG for each Contract Year will be \$50,000.00, except if annual Enplaned Passenger numbers drop below 250,000 in a

given Contract Year, then there shall be no MAG for that Contract Year. Enplaned Passenger numbers refer to the aggregate number of passengers departing by air travel from the Billings Logan International Airport Terminal Building as reported by the airlines and published by the City in its monthly activity report.

F. Cash Registers. Concessionaire shall install a cash register or registers of a type acceptable to and approved by the City. All such cash registers shall be equipped with a tamper-proof cumulative totaling device, which has been approved in advance by the City, and on which all gross sales shall be recorded and imprinted and shall indicate total restaurant gross sales for a given period. Concessionaire may record in-flight and other catering revenues, gambling revenues, vending revenues, and other miscellaneous revenues in a different manner, if said recording manner has been approved by the City.

G. Books, Records, and Audits. Concessionaire agrees to keep true and accurate accounts, records, books, and data which will show the income, including taxes, surcharges, and Gross Revenues as herein defined, as separate line items of said business operated at the Airport. The books and records shall identify and keep track of separately, for each location, Gross Revenues generated from the sale of food and non-alcoholic beverages, the sale of liquor, vending machine sales, in-flight catering, and miscellaneous sales. The books and records shall be kept and maintained in accordance with generally accepted accounting principles and procedures and shall be open for inspection by authorized representatives or agents of the City at all reasonable times during normal business hours. The City reserves the right, either directly, or through an agent, to make necessary detailed audits as required at any time during the term of this Agreement and for thirty-six (36) months after the termination of the Agreement. Books and

records shall be maintained and retained by Concessionaire for a period of thirty-six (36) months from the end of each Contract Year. If, as a result of such audit, it is established that Concessionaire has understated the Gross Revenues received from all its operations at the Airport by two percent (2%) or more, the entire expense of said audit shall be borne by Concessionaire. Any additional percentage fee due shall forthwith be paid by Concessionaire to the City with interest thereon at eighteen percent (18%) per annum from the date such additional percentage fee became due. In addition, Concessionaire agrees to furnish to the City, annually, a certified copy of an audit thereof by Concessionaire's certified public accountant based on Concessionaire's fiscal year. Such audit shall be in a form acceptable to the City and shall be due to the City at the office of the Director of Aviation and Transit no later than one hundred twenty (120) days after the end of Concessionaire's fiscal year.

H. Interest. Any sums payable to the City by Concessionaire under this Agreement, which are not paid when due, shall bear interest at the rate of eighteen percent (18%) per annum from the due date thereof until paid.

ARTICLE IV

USE OF AIRPORT FACILITIES

A. General Privileges, Rights, and Uses of Airport and Facilities. The City hereby grants to Concessionaire the following general privileges, rights, and uses, all of which shall be subject to the terms, conditions, and covenants herein set forth.

1) The nonexclusive right to use with others, the areas of the Airport and appurtenances thereto, including additions to the Airport, which may be designated by the City for nonexclusive use, together with all

facilities, equipment, improvements, and services, which have been or may hereafter be provided at or in connection with the Airport from time to time for nonexclusive use.

2) The right to utilize reasonable adequate vehicular parking facilities in common with other tenant employees. Such facilities shall be located in an area designated by the City. The City reserves the right to assess a reasonable charge to such Concessionaire employees for such employee parking facilities at a rate not more than that being charged to other tenants' employees for use of the same facilities.

3) The right of ingress to and egress from the Premises over and across public roadways serving the Airport for Concessionaire, its agents and servants, patrons and invitees, suppliers of service, and furnishers of material. Said right shall be subject to such Federal, State, or Local ordinances, rules and regulations as now or may hereafter have application at the Airport.

B. Use of Premises.

1) Concessionaire shall have, during the term hereof, the exclusive right to operate the restaurant, lounge, the new concourse food service area within its Premises, as identified herein.

2) The Premises shall be used only for the purpose of conducting a restaurant/lounge business to include the preparation and sale of food and nonalcoholic beverages, for the sale of alcoholic beverages, the operation of electronic gaming machines as allowed by the State of Montana, and the

preparation and sale of in-flight meals and beverages for consumption aboard aircraft, and for no other purpose without the City's prior written consent, which may be denied or conditioned at the City's sole discretion. Nothing herein, however, shall be deemed to grant to Concessionaire an exclusive right to sell food, nonalcoholic beverages, or alcoholic beverages in the Terminal Building, or otherwise at the Airport; provided, however, that the City shall not offer to another concessionaire the right, during the term of this Agreement, to sell food or beverages in an operation similar to the Restaurant/Lounge on Minimum Rent or Percentage Rent terms that are more favorable than those provided for herein unless the City is willing to adjust the Minimum Annual Guarantee and the Percentage of Gross Revenue Rent under this Agreement to match that offered to the other concessionaire.

3) In the public areas of the Terminal Building only, the Concessionaire has the right to install and operate vending machines for non-alcoholic beverages. The number, type, location, and contents of such machines shall be subject to the prior review and written approval of the City. The Concessionaire shall not operate vending machines for prepackaged food items.

C. Liquor Licenses. It is understood and agreed by and between the parties hereto that operation of the cocktail lounge and the sale of alcoholic beverages by Concessionaire will require a Public Airport All-Beverage Liquor License issued by the State of Montana. The City agrees to provide said license at its sole cost and to lease, sublease, or assign the same, as the

City may determine in the best interest of the Airport, to Concessionaire during the original term hereof, together with any renewals or extensions. Concessionaire agrees to release or reassign the same to the City upon expiration of this Agreement or any other termination thereof, and to execute the necessary reassignment or release forms as required by the State of Montana and the Montana Department of Revenue and the City of Billings. It is specifically understood and agreed that the release or reassignment of the liquor license by Concessionaire to the City upon expiration or termination of this Agreement, shall not require any payment by the City in consideration of said release or reassignment. Concessionaire further agrees not to assign, transfer, mortgage, pledge, or otherwise encumber or hypothecate the Public Airport All-Beverage Liquor License, and in the event liens or encumbrances are created on said license through any act, failure, or omission of Concessionaire, the City may, in addition to any rights provided in Article VIII hereof, immediately take such steps as it deems necessary to remove said liens and charge the entire cost thereof to Concessionaire. Any act, failure, or omission of Concessionaire that results in a violation of the Montana liquor laws may be an act amounting to default of this Agreement.

D. Gambling Operator's License and Permit. It is understood and agreed by and between the parties hereto that operation and maintenance of video gambling machines on the Premises of the cocktail lounge be allowed and will require Concessionaire to obtain the operator's license and gambling permits required by the provisions of Title 23, Chapter 5, Montana Code Annotated. It is further understood and agreed by all parties hereto that the obtaining of an operator's license and a gambling permit by Concessionaire is contingent on the Concessionaire's status as a licensee or co-licensee on the Public Airport All-Beverage Liquor License as determined by the rules and regulations adopted by the Liquor Division of the Department of Revenue, State

of Montana. If Concessionaire is deemed a licensee of the Public Airport All-Beverage Liquor License, as determined by the Montana Department of Revenue and the Montana Department of Justice, Concessionaire agrees to obtain an operator's license and the necessary permits for the operation of the video gambling machines on the Premises, according to the procedures and requirements of the Department of Justice and applicable rules promulgated by said Department. The location and the number of video gambling machines will require the written approval of the Airport's Director of Aviation and Transit.

Concessionaire shall operate and maintain the video machines in accordance with the provisions and procedures of Title 23, Chapter 5 of the Montana Code Annotated and all rules adopted thereunder by the Montana Department of Justice. Concessionaire expressly agrees that all accounting, record-keeping, quarterly reports, and payments of fees and taxes associated with the operation of any and all video gambling machines on the Premises shall be the responsibility solely of the Concessionaire, and such responsibility shall be undertaken by Concessionaire at all times required by the Department of Justice, in the manner prescribed by said Department, and at the sole expense of Concessionaire. Concessionaire shall provide the City with timely documentation of compliance with the requirements of Title 23, Chapter 5, and all regulations adapted and administered thereunder by the Department of Justice.

Any act, failure, or omission of Concessionaire that results in a violation of the Montana gambling laws may be an act amounting to default of this Agreement.

E. Inspection. Concessionaire shall allow the City's authorized representatives access to the Premises at all reasonable hours, for the purpose of examining and inspecting the same to determine Concessionaire's compliance with its obligations under this

Agreement and for purposes necessary, incidental to or connected with the performance of the City's obligations hereunder, or in the exercise of the City's governmental functions.

F. Improvements to Existing Premises. That portion of the Premises that consists of the existing restaurant, dining room, and the lounge area, as set forth in Exhibit B as Area Y, will be remodeled during the first seven (7) months of this Agreement. The provisions herein shall govern said remodel work, relocation, and Concessionaire input.

1) The Concessionaire will begin the remodel of the restaurant's existing dining area and lounge within five (5) months of this Agreement's effective date. The Concessionaire will be required to provide food service per the terms of this Agreement during the construction period, which is estimated to not exceed eight (8) weeks once construction is started.

2) The City will provide Concessionaire with temporary space in the old coffee shop area (Exhibit A) to be utilized for serving Concessionaire's customers until the remodel work is completed. Concessionaire will be responsible for the set up and operation of the temporary space per the Food Service Transition Plan provided by the Concessionaire and approved by the City, and by this reference made a part of this Agreement.

3) The remodel work will be the responsibility of the Concessionaire and includes the refurbishment of the ceiling, lights, and the wall and floor coverings to the City's satisfaction. The City reserves the right to make the final determination on all items concerning the remodel work.

4) Concessionaire shall have the right to add-on to, enhance, or make additional improvements to the Premises during said remodel at Concessionaire's sole cost. Concessionaire agrees to first obtain the City's written approval for said additional remodeling, equipping, furnishing, or decorating plans prior to commencement thereof. The City reserves the right to make the final determination on all items concerning the remodel work.

5) Upon the completion of the remodel work, the Concessionaire will provide the City written notice that the Premises are ready for occupancy and use. It will be the sole responsibility of the Concessionaire to provide and install all equipment, fixtures, décor, and all other items needed to operate the remodeled restaurant and lounge facilities, at no cost to the City. Concessionaire shall vacate the temporary space and begin service from the remodeled Premises within thirty (30) days of notification that remodeled Premises are ready for use.

G. Construction of Concourse Food Service Area. The City will begin construction on a new concourse food service area sometime during the first twelve (12) months of the Agreement. The provisions herein shall govern the construction of the concourse area.

1) Once the remodel of the existing dining room and lounge is completed, and Concessionaire has vacated the temporary facility, the City will construct for Concessionaire's use the new concourse food service area as set forth on Exhibit C. The City will provide the construction and funding to construct the floors, walls, ceilings, lighting, utility hookups, entrance

opening, and a locking gate to secure the area when closed. The City will also provide for the finish coverings to the floors, walls, and ceiling so that the new concourse food service area is ready for Concessionaire to install its décor, fixtures, furniture, and equipment as set forth herein below. The City will ask Concessionaire for their input on the location of utility hookups and outlets, and Concessionaire's preference on the final coverings for the walls and floor. The City reserves the right to make the final determination on all items concerning the construction work, including the discussed items above.

2) It will be the Concessionaire's responsibility to install in a professional and workmanlike manner all items set forth in the detailed plans and specifications provided by Concessionaire and approved by the City for the concourse space. Installation will include, but is not limited to, the following items:

- a) Cabinets, lunch counters, preparation counters.
- b) Storage and refrigeration equipment.
- c) Special plumbing fixtures necessary for Concessionaire's operation.
- d) Special electrical equipment necessary for Concessionaire's operation beyond normal and customary electrical outlets and switches.

e) Special heating, air conditioning, ventilation, or other air handling or treatment equipment necessary for Concessionaire's operation.

f) Any built in equipment or items specific to Concessionaire's operation that are necessary to comply with building or fire codes, including automatic, independent kitchen fire suppression equipment or systems.

g) Any necessary restaurant equipment, including tables and chairs.

h) Any other work or furnishings necessary to complete the concourse space not specifically the responsibility of the City under this Agreement.

3) Concessionaire shall make no changes or alterations to the approved plans and specifications without prior written approval of the City.

4) Concessionaire must complete any and all work contemplated in this Agreement that is needed to obtain the necessary certificates of occupancy and/or use, with the completion of the construction work, including any necessary inspections, licenses, or permits required for the operation of a public restaurant.

5) Upon completion of the construction work, Concessionaire shall provide the City with documentation establishing the final cost to Concessionaire of the improvements installed by Concessionaire.

6) Concessionaire will pay, when due, all of its suppliers, contractors and sub-contractors. Upon request, Concessionaire will provide the City with documentation evidencing timely payment to suppliers, contractors, and sub-contractors.

7) Once the construction work has commenced, Concessionaire will promptly and diligently prosecute the work to final completion without undue delay.

H. Mid-Term Refurbishment. So long as Concessionaire has exercised its option to extend the term of this Agreement, before the end of the fifth Contract Year of the term hereof, Concessionaire shall be required to refurbish the facilities. Said refurbishing shall include, but shall not be limited to, all refinishing, repair, replacement, redecorating and painting necessary to keep said areas in first class condition. Concessionaire shall not expend less than \$50,000 for the required mid-term refurbishment. Concessionaire shall provide the City with receipts and other suitable documentation of the aforementioned required expenditure. Concessionaire shall pay to the City an amount equal to the shortfall, if any, between said required refurbishment amount and its actual investment as of the last day of the tenth Contract Year hereof. The amount spent for mid-term refurbishment shall be exclusive of any amount spent for normal repair and maintenance. The mid-term refurbishment would include, as needed, such items as replacement of carpet or other flooring, window treatments, re-upholstery of furniture, as well as the repainting of the interior of the public areas of Concessionaire's facilities. Said payment shall be made on or before the last day of the tenth Contract Year hereof. Should the

costs to make the referenced improvements exceed the minimum required for mid-term refurbishment as stated above, said costs shall be the sole responsibility of the Concessionaire.

I. Future Concessionaire Improvements. All improvements to Premises, including remodeling, the mid-term refurbishments established herein above, equipping, furnishing, or decorating that Concessionaire may undertake during the term hereof shall be at Concessionaire's sole cost and expense, and shall be subject to the City's prior written approval, which the City may grant, withhold, or condition at its sole discretion.

J. Contractor's Insurance. Concessionaire shall ensure that the contractor hired to construct any of its improvements shall secure and provide documentation of the insurance required by the City prior to the commencement of construction. Concessionaire shall further ensure that its contractor maintains the required insurance throughout construction.

ARTICLE V

OPERATIONAL STANDARDS AND CONCESSIONAIRE'S OBLIGATIONS

A. Concession Personnel. Concessionaire shall, at its cost, furnish prompt, courteous and efficient service, and shall ensure polite and inoffensive conduct and demeanor on the part of its representatives, agents, and employees, collectively referred to herein as "personnel." Concessionaire shall employ or permit the employment of only such personnel as will assure a high standard of service to the public. All such personnel, while on or about the Airport Premises, shall be clean, neat in appearance, and courteous at all times, and shall be appropriately attired in uniform, with badges or other suitable means of identification, in such instances as are appropriate. No personnel, while on or about the Airport Premises, shall use

improper language, act in a loud, boisterous, or otherwise improper way, or be permitted to solicit business in an inappropriate manner.

B. Manager. Concessionaire shall select and appoint, subject to approval by the Director of Aviation and Transit, a Manager of Concessionaire's operations at the Airport. Such person must be an outstanding, highly qualified, and experienced manager or supervisor of comparable food and beverage operations. Said Manager shall be assigned to a duty station or office at the Airport, where he or she shall ordinarily be available during regular business hours, and where, at all times during the Manager's or other absences, a responsible subordinate shall be in charge and available.

C. Hours of Operation. Concessionaire shall operate all locations, seven (7) days per week, including holidays, to adequately serve the public demand. Concessionaire shall be obligated to operate the facilities on the concourse and groundside for the hours that are defined in this paragraph, until such time as the Concessionaire and the City mutually agree that the hours be altered. Until otherwise agreed to, the hours each day for all restaurant locations shall be as follows:

1) Facilities shall be open at the time designated by the Director of Aviation and Transit based on potentially changing advanced check-in times, and will remain open until the departure of the last scheduled flight of the day departs or 8:00 p.m., whichever is earlier.

2) The lounge area shall open by 11:00 a.m., and will remain open until the last scheduled flight of the day departs or 8:00 p.m., whichever is earlier.

The main dining room of Concessionaire's groundside restaurant facility shall provide hot, freshly prepared food from the time the restaurant facilities open until at least 6:00 p.m. local time. For the remaining duration of the hours that the facility is open, Concessionaire may serve the public with previously prepared, chilled items. Concessionaire shall provide, for approval by the Director of Aviation and Transit, a menu listing the chilled items.

D. Promotion of Business. Concessionaire agrees to use its best efforts to maintain and develop the business operations to be conducted by it under this Agreement, and to further use its best efforts to avoid diversion of business from the Airport. In connection with such undertaking, Concessionaire agrees to maintain a full operation over the entire leased Premises for the concession operations contemplated in this Agreement. At a minimum, Concessionaire agrees to provide monthly advertising/promotional items to Airport's tenants to keep customers current on specials, deals, and promotional events in effect at the restaurant or lounge facility.

E. Type of Operation. Concessionaire shall provide excellent customer service, and shall maintain and operate the concession in a first class manner, and shall keep the Premises in a safe, sanitary, orderly, and inviting condition at all times, as determined by the City. The City may notify the Concessionaire if the service given by the Concessionaire to the general public is not reasonably adequate, and the Concessionaire shall provide such service as may be reasonably required immediately after receipt of notice by the City.

F. Quality of Food and Beverage Items. All food, drinks, beverages, confections, and other items sold or kept for sale under the concession shall be of first class

quality, wholesome and pure, and must conform in all respects to Federal, State, County, and Municipal food laws, ordinances, and regulations.

G. Pricing. Concessionaire shall maintain a menu price range for goods, foods, and services offered for sale in the concession areas similar to such prices for like products and goods sold or offered at airports of a similar size. Menu and pricing shall be submitted to the City for review prior to implementation.

H. Parking Validation. Concessionaire shall provide for free parking for a reasonable period of time for concession customers. Concessionaire shall pay the following special parking rates for tickets validated for Concessionaire's customers:

0 – 1 Hour Ticket Validation	\$0.75
1 – 2 Hour Ticket Validation	\$1.00
2 – 8 Hour Special Event Ticket Validation	\$1.75

Special events are intended to be for receptions, formal dinners, and other catered events by Concessionaire that are held on the Premises. Each special event will require the written approval of the Director of Aviation and Transit to qualify for the special event validation. The validation rates hereinabove remain in effect until the contract with the parking lot management company managing the Airport parking lot expires on September 6, 2004. Concessionaire may request a change of the ticket validation rates at least 180 days prior to the parking lot contract expiration date. Said request to change the ticket validation rate shall include statistical and analytical arguments to support Concessionaire's request for changing the ticket validation rate. In the interim period prior to September 6, 2004, Concessionaire shall be allowed to place limits on the purchase amount of goods that qualify for ticket validation. The plan for

said purchase limits shall be subject to prior written approval of the Director of Aviation and Transit.

I. Credit Cards. Customers shall be permitted to utilize, at a minimum, the following credit cards in payment for the purchase of all retail or food and beverage items: Visa, MasterCard, and American Express.

J. Operating Expenses. The Concessionaire shall bear, at its own expense, all costs of operating the concession, and shall pay, in addition to rent, all other costs connected with the use of the Premises, facilities, rights, and privileges granted, including, but not limited to, Concessionaire's maintenance and repair obligations under Article VI, insurance, any and all taxes, janitor service and supplies, and shall pay for all permits and licenses required by law. Concessionaire further agrees to provide, at its cost and expense, all expendable items, such as glasses, dishes, silverware, supplies, linen, kitchen utensils, and the like.

K. Condition of Facilities and Equipment. Concessionaire shall maintain all furniture, fixtures, equipment, and other tangible personal property necessary for its operations in accordance with this Agreement. All such personal property shall be of high grade and quality, and shall be replaced and/or refurbished as necessary to maintain that quality that is consistent with a first class restaurant operation.

L. Utilities. Concessionaire agrees to pay for all electric, gas, water, and sewer utilities used in the Premises, which are separately metered. The City agrees, at its expense, to furnish heat and air conditioning to the Premises. Any utility which cannot be separately metered, shall be borne by the City.

M. Removal of Garbage and Refuse. Concessionaire shall arrange and provide for, at its expense, complete, proper, and adequate sanitary handling and disposal, away from Airport, of all trash, garbage, refuse, and grease caused or generated by Concessionaire's operation in the Premises. Concessionaire shall remove the accumulation of all garbage and refuse, at frequent intervals, to the garbage and refuse disposal area. Accumulation of garbage, trash, boxes, cartons, barrels, or other similar items shall not be permitted in any public area of the Airport. Concessionaire shall not remove garbage, refuse, or trash through the public or common areas, to include concourses, baggage claim area, and sidewalks, in an unsightly manner. Concessionaire shall specifically arrange for the storage and pickup of grease and oils used and generated in its operation. Said grease, oils, and similar refuse are strictly prohibited from being disposed of in the Airport's trash compactor and dumpsters.

N. Pest Control. Concessionaire shall be solely responsible for a pest free environment within its exclusive use area by maintaining its own pest control services, in accordance with the most modern and effective control procedures. All materials used in pest control shall conform to Federal, State, and Local laws and ordinances. All control substances utilized shall be used with all precautions to obviate the possibility of accidents to humans, domestic animals, and pets. Pests referenced above include, but are not limited to, cockroaches, ants, rodents, silverfish, earwigs, spiders, weevils, and crickets. Whenever the City deems that pest control services must be provided to a building or area that includes Premises under this Agreement, Concessionaire shall pay for the costs of services provided for its Premises under this Agreement.

O. Signs, Advertising, and Displays. Concessionaire shall not erect, construct, or place any sign, advertisement, or display upon any portion of the Terminal Building without first obtaining the prior written approval of the Director of Aviation and Transit. Concessionaire shall not erect, construct, or place any sign, advertisement, or display outside the Terminal Building. Upon the termination, cancellation, or expiration of this Agreement, Concessionaire shall remove, obliterate, or paint out, any and all of its signs, advertising, and displays as the City may direct. If Concessionaire fails to do so, the City may cause said work to be done at the expense of Concessionaire.

P. Prohibited Acts. Concessionaire shall not do or permit to be done anything specified herein. Specifically, it shall not:

1) Interfere with Access. Concessionaire or its employees, agents, or representatives shall not do anything which may interfere with free access and passage in the concession Premises or the areas adjacent thereto, or in the elevators, escalators, streets, or sidewalks of the Airport, or hinder police, fire fighting, or other emergency personnel in the discharge of their duties, or hinder access to utility, heating, ventilating, or air conditioning systems, or portions thereof, on or adjoining the concession Premises.

2) Interfere with Systems. Concessionaire or its employees, agents, or representatives shall not do anything which may interfere with the effectiveness of utility, heating, ventilating, or air conditioning systems or portions thereof on or adjoining the concession Premises (including lines, pipes, wires, conduits, and equipment connected with or appurtenant thereto),

or interfere with the effectiveness of elevators or escalators in or adjoining the concession Premises, or overload any floor in the concession Premises.

3) Permit Smoking. City Ordinance requires that all City owned facilities be smoke free environments, to include the Concessionaire's Premises. Concessionaire or its employees, agents, representatives, or customers shall not do anything contrary to the City Ordinance prohibiting smoking.

4) Install Unauthorized Locks and Security. Concessionaire or its employees, agents, or representatives shall not place any additional lock of any kind upon any window or interior or exterior door in the concession Premises, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefore is maintained on the concession Premises, nor refuse, upon the expiration or sooner termination of this Agreement, to surrender to the City any and all keys to the interior or exterior doors on the concession Premises, whether said keys were furnished to or otherwise procured by Concessionaire, and in the event of the loss of any keys furnished by the City, Concessionaire shall pay the City, on demand, the cost for replacement thereof, and the cost of re-keying City locks. The City shall maintain, and appropriately secure, keys that afford access to the Premises assigned under this Agreement. Concessionaire shall be fully responsible for fully complying with any law, rule, regulation, or order regarding Airport security.

5) Increase Liability. Concessionaire or its employees, agents, or representatives shall not do any act or thing upon the concession Premises, which are not appropriate or customary for similar type food and beverage concessions, which will invalidate, suspend, or increase the rate of any fire insurance policy required under this Agreement, or carried by the City, covering the concession Premises or the buildings in which the same are located or which, in the opinion of the City, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under this Agreement.

6) No Loitering or Lodging. Concessionaire or its employees, agents, or representatives shall not permit undue loitering on or about the concession Premises, or use the concession Premises, or any part thereof, for lodging or sleeping purposes.

Q. Federal, State, and Local Regulations. Concessionaire acknowledges that the right to use said Airport facilities in common with others authorized to do so shall be exercised subject to and in accordance with the laws of the United States of America, the State of Montana, and the City of Billings; all rules and regulations and ordinances now in force or hereafter prescribed or promulgated by authority or by law shall be closely observed during the full term of this Agreement.

R. Hazardous Substances. Concessionaire assumes full responsibility for the proper and legal use, handling, storage, and disposal of any hazardous substances used or consumed in the conduct of its business. "Hazardous substance" shall be interpreted broadly to

mean any substance or toxic material, hazardous or toxic or radioactive substance, or other similar term by any Federal, State or Local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Concessionaire will hold the City harmless from and indemnify the City against and from any damage, loss, expenses, or liability resulting from any breach of this representations and warranty including all attorneys' fees and costs incurred as a result thereof.

ARTICLE VI

REPAIRS AND MAINTENANCE

A. Maintenance by the City. The City shall maintain in good condition and repair, at the City's cost and expense, the exterior of the Premises, including the roof of the Terminal Building, the structural components of the Terminal Building, the heating and air conditioning system in the Terminal Building, and utilities to the point of entry to the Premises or to the meter, as the case may be.

B. Maintenance by Concessionaire. Following the completion of construction to the Premises and new concourse facility, Concessionaire shall provide all ongoing maintenance and repair to and in the Premises including, but not limited to, the following:

- 1) Repair and maintenance of interior walls, ceilings, doors and windows and related hardware, electrical fixtures and outlets, and floor coverings.

2) Repair, maintenance, and cleaning of all plumbing and plumbing fixtures, including removal of obstructions in plumbing outside the point of entry to the Premises caused by debris from Concessionaire's operations.

3) Repair and maintenance of Premises improvements.

4) All interior finishes.

5) Any repairs or alterations required because of Concessionaire's obligation to comply with laws and regulations applicable to the Premises and its other obligations under this Agreement.

6) All repairs and maintenance of all furniture, fixtures, and other personal property located upon or used in connection with its business at the Airport. Concessionaire shall also be responsible for the maintenance and repair of all equipment used in the Premises. However, the City shall be responsible for all repair and/or replacement costs to the following existing items, provided repair and/or replacement is not the direct result of neglect, failure to maintain, or damage caused by Concessionaire:

a) Food cooking equipment (stoves, grills, and ovens).

b) Large walk in coolers and freezers.

c) Exhaust hood over grill area.

d) Failure of plumbing infrastructure or grease traps.

e) Tile flooring in food preparation area.

In the event replacement or substantial repairs are made by the City to any of the existing items listed herein above, Concessionaire shall then become wholly responsible for the subsequent maintenance and repair for that new or repaired item for the remainder of the term of the Agreement.

7. All other repairs and maintenance that are not the responsibility of the City.

C. Reimbursement for Repairs Assumed. If Concessionaire fails or refuses to make repairs, or maintain the Premises as required, the City, at its option, may make the repairs or maintenance. Such repair or maintenance expenditures by the City shall be reimbursed by the Concessionaire on demand at cost plus twenty-five percent (25%) for overhead expense. Except in an emergency creating an immediate risk of personal injury or property damage, the City may not perform repairs or maintenance that are the obligation of Concessionaire and charge Concessionaire for the resulting expense, unless at least ten (10) calendar days before work is commenced Concessionaire is given notice in writing outlining with reasonable particularity the repairs or maintenance required, and Concessionaire fails within that time to initiate such repairs or maintenance in good faith.

D. Right to Enter Premises. The City shall have the right to enter upon the concession facilities at all reasonable times to make such repairs, alterations, and replacements as may, in the opinion of the Director of Aviation and Transit, be deemed necessary or advisable and, from time to time, to construct or install over, in, under, or through the concession facilities new lines, pipes, mains, wires, conduits, and equipment; provided, however, that such repair, alteration, replacement, or construction shall not unreasonably interfere with the use of the

concession facility by Concessionaire, and provided further, that nothing herein shall be so construed as relieving Concessionaire of any obligation imposed upon it herein to maintain the concession areas and the improvements and utilities therein. The City shall have the right to enter the Premises at any time to maintain or repair emergency systems when loss of life or damage to property may result.

ARTICLE VII

DAMAGE OR DESTRUCTION OF PREMISES

A. Damage or Destruction. If the Premises space so occupied by Concessionaire shall be partially damaged by fire, flood, lightning, windstorm, or other force of the elements, or by a public enemy, or other casualty, so as to adversely affect the Concessionaire's use of its exclusive space therein, even though not rendering such space untenable, such damage shall be promptly repaired with due diligence by the City at its own cost and expense. If damage caused in any manner hereinabove recited shall be so extensive as to render the Premises untenable, but nevertheless is covered by insurance and is capable of being repaired and made tenantable, the City shall repair the damage with due diligence at its own cost and expense, and the rent payable hereunder with respect to the Premises in such building shall be proportionately paid up to the time of such damage, but shall thenceforth cease until such time as such building and space shall be restored. If Premises is completely destroyed in the manner aforesaid, or is so damaged that it will and does remain untenable, and if within twelve (12) months after the time of such damage or destruction the building shall not have been repaired or reconstructed for Concessionaire's use, then Concessionaire may give the City written notice of its intention to then cancel this Agreement. Notwithstanding the above, to the extent that

Concessionaire receives insurance proceeds as a result of the damage, Concessionaire shall bear the cost and expense of the repair of such damage to said building not covered by the City's property and fire coverage insurance, if any such damage was caused by the actions, negligence, or wrongful act of the Concessionaire.

ARTICLE VIII

CANCELLATION OF AGREEMENT

A. Cancellation by Concessionaire. This Agreement shall be subject to termination by the Concessionaire in the event any one or more of the following events should occur:

- 1) The permanent abandonment of Billings Logan International Airport as an air terminal.
- 2) The Terminal Building or Airport is damaged beyond use or destroyed by Acts of God or through enemy attack or for any other reason that the Airport cannot be operated as an airport.
- 3) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport as an air terminal, and the remaining in force of such an injunction for a period of at least ninety (90) days.
- 4) The lawful assumption by the United States Government or any authorized agency thereof of the operation, control, or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to

restrict Concessionaire for a period of at least ninety (90) days from operating thereon.

5) Default by the City in the performance of any covenant or agreement herein required to be performed by the City and the failure of the City to remedy such default within a period of thirty (30) days after receipt from Concessionaire of written notice to remedy and of Concessionaire's intention to declare this Agreement canceled.

B. Cancellation by City. The City may cancel this Agreement without forfeiture, waiver, or release of City's rights to any sum of money due or to become due under the provisions of this Agreement, by giving Concessionaire ten (10) days advance written notice to be served as hereinafter provided, upon or after the happening of any one of the following events (Event of Default):

1) The filing by Concessionaire of a voluntary petition in bankruptcy.

2) The institution of proceedings in bankruptcy against Concessionaire which are not dismissed within one hundred twenty (120) days.

3) The taking of any of Concessionaire's assets by a court pursuant to proceedings brought under the provisions of any Federal reorganization act.

4) The appointment of a receiver of Concessionaire's assets.

5) The divestiture of Concessionaire's estate herein by other operation of law.

6) The abandonment by Concessionaire of its conduct of its business at the Airport for a period of at least thirty (30) days.

7) The failure of the Concessionaire to cure any of the following defaults within ten (10) days of written notice from the City:

a) To pay any part of the fees and charges due under this Agreement.

b) To provide and keep in force, performance bond requirements under this Agreement.

c) To provide and keep in force insurance coverage required under this Agreement.

8) The default by Concessionaire, except for an event of default governed by another paragraph of this Article, in the performance or nonperformance of any covenant or agreement herein required to be performed by or required not to be performed by Concessionaire, which covenant or agreement substantially affects the essence of this Agreement, and the failure of Concessionaire to remedy such default for a period of thirty (30) days after receipt from the City of written notice to remedy the same; provided, however, that no notice of cancellation as above provided, shall be of any force or effect if Concessionaire shall have remedied the default within the thirty (30) day cure period, or while Concessionaire is diligently

proceeding to remedy any default which could not reasonably be cured within said thirty (30) day period.

9) The assumption by the United States Government or by any authorized agency thereof of the operation, control, or use of the Airport and its facilities, or of any substantial part or parts thereof, in such manner as substantially to exclude the Concessionaire from the Airport or to prevent it from operating its business at the Airport for a period of at least ninety (90) days.

ARTICLE IX

INSURANCE AND INDEMNIFICATION

A. Indemnification. The City shall stand indemnified by Concessionaire as herein provided. It is expressly understood and agreed that Concessionaire is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that the City shall in no way be responsible therefore. It is further agreed that in the use of the Airport, in the construction, alteration, or maintenance of any improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Concessionaire shall indemnify, save harmless and defend the City from any and all claims asserted against or losses suffered by the City because of any negligent act or omission on the part of the Concessionaire, and Concessionaire shall indemnify the City against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the Premises.

Concessionaire expressly agrees that the City shall not be liable to Concessionaire, for personal injury, bodily injury, or for any loss or damage to real or personal

property occasioned by any cause of loss including earthquake and flood, unless caused by the fault or negligence of the City, its officers, agents or employees.

B. Insurance. Concessionaire shall provide and keep in force for the term of the Agreement a commercial general liability policy (occurrence form only), providing coverage for personal injury, bodily injury, death, property damage, product liability, and liquor liability, in amounts not less than \$1,500,000 per occurrence.

The commercial general liability policy shall name the CITY OF BILLINGS as a **PRIMARY ADDITIONAL INSURED**. The City of Billings general liability policy will be excess and non-contributory. In addition, Concessionaire shall procure and maintain in force during the term of this Agreement, liability insurance applicable to the ownership, maintenance, use, or operation of any automobile, mobile equipment, or other ground vehicle at the Airport (including owned, non-owned, or hired) in an amount not less than \$1,500,000 per occurrence and naming the City of Billings as additional primary insured; statutory Worker's Compensation insurance; and, other policies of insurance reasonably required by the City. At the time of execution of this Agreement, and annually thereafter, Concessionaire shall furnish a Certificate of Insurance showing that the required insurance is in force. Concessionaire shall also provide and keep in force fire and extended coverage insurance upon all Concessionaire's leasehold improvements, furniture, furnishings, fixtures, and equipment utilized in connection with its operations, and shall furnish the City with evidence that such coverage has been procured and is being maintained in full force and effect during the term hereof. The issuer(s) of the policy or policies shall provide thirty (30) day advance written notification to the City of any reductions in the policy coverage, cancellations, or other adverse amendments to the

policy or policies impacting the risks covered. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Montana and that are satisfactory to the City.

Notwithstanding any provisions contained in this Agreement to the contrary or by law, Concessionaire shall not be liable to the City for any physical damages sustained to the Airport, the Terminal Building, Concessionaire's exclusive use space, or to the City's property as a result of fire or other casualty, except to the extent of the insurance proceeds actually received in connection with Concessionaire's insurance carried pursuant to this Agreement (or otherwise), regardless of the fault of Concessionaire, its agents, affiliates, officers, representatives, and/or employees.

If, in the City's opinion, the minimum limits of the insurance coverage herein required become inadequate during the term of this Agreement, Concessionaire agrees that it will increase such minimum limits by reasonable amounts on request of the City.

C. Performance Bond Requirements. Prior to the execution of this document by the City, the Concessionaire shall furnish to the City a performance bond in the amount of \$50,000 for each year of the Agreement. Not less than thirty (30) days prior to each contract anniversary, a performance bond will be furnished for the succeeding year in an amount equal to \$50,000. Said bond is to be provided by a surety company qualified to do business in the State of Montana, acceptable and satisfactory to the City; and said bond shall be conditioned to ensure faithful and full observance and performance by the Concessionaire of all the terms, conditions, covenants, and agreements set forth in this Agreement.

In lieu of a performance bond, the Concessionaire, at Concessionaire's option, may deposit with the City of Billings, a cash amount, certificate of deposit, or an irrevocable letter of credit equal to the amount of the required bond. In the event the Concessionaire chooses to provide a letter of credit as security, the letter of credit shall be irrevocable for the period of performance, shall be drawn on a bank approved by the City, and shall be payable on demand by the City. Said deposit will be held as security and refunded in full at the end of the term of the Agreement unless used to satisfy the Concessionaire's financial obligations herein.

ARTICLE X

SURRENDER OF POSSESSION

A. Surrender of Facilities. Upon the expiration or other termination of this Agreement, Concessionaire's authority to use space, rights, and facilities herein granted shall cease and Concessionaire shall surrender the same to the City promptly and in good condition, ordinary wear and tear and damage by fire or other casualty excepted, unless as otherwise called for in this Agreement. In the event Concessionaire does not surrender possession, all fees and charges under Article III hereof shall be doubled during the holdover period.

B. Improvements. Except as otherwise provided herein, all improvements and other property bought, installed, erected, or placed by Concessionaire in, or about the Airport and the exclusive use space under this Agreement during the term hereof or during any prior occupancy shall be deemed to be personal property and shall remain the property of Concessionaire and Concessionaire shall have the right at any time during the term of this Agreement, and for an additional period of seven (7) days after the expiration or other termination

of this Agreement, to remove any or all of its property from the Airport; provided, Concessionaire is not in default in its payment to the City hereunder and subject further to Concessionaire's obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by Concessionaire prior to the expiration of the aforesaid seven (7) day period shall thereupon become a part of the land upon which it is located and title thereto shall thereupon vest in the City.

C. Transition to New Concessionaire. Upon the expiration or earlier termination of this Agreement, Concessionaire agrees to cooperate fully with the City and with all successor food and beverage concessionaires and to provide continuity of first class food and beverage services.

D. Purchase of Equipment. Upon termination for any reason of this Agreement or expiration of the term thereof, the City shall have an option to purchase from Concessionaire all of the furniture and equipment then owned by Concessionaire and used in its operation of the food and beverage concession under the terms hereof at the same price offered and acceptable to Concessionaire by any third party for such furniture, furnishings, and equipment. Said option must be exercised by the City within fifteen (15) days after notification to it in writing of the price offered by such third party together with the name and address of said third party.

ARTICLE XI

ASSIGNMENT, TRANSFER, AND SUBLETTING

A. Assignment, Transfer, and Subletting. Concessionaire shall not assign, transfer, or sublease the whole or any part of the Agreement or the Premises or rights and privileges granted herein without the prior written consent of the City, which consent shall be at

the sole discretion of the City. As a condition of said consent, the City may amend this Agreement in any manner deemed necessary by the City. Any sublease, assignment, or transfer shall be subject to the same conditions, obligations, and terms as set forth herein and as may be subsequently amended. Concessionaire shall be responsible for the observance by its tenants and sublessees for the terms and covenants of this Agreement.

B. Successors and Assigns. All the terms, covenants, and agreements herein contained and as may subsequently be amended, shall be binding upon and shall inure to the benefit of successors, assignees, and sublessees of the respective parties hereto.

ARTICLE XII

GENERAL PROVISIONS

A. Attorney's Fees. Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith.

B. Taxes. Concessionaire shall pay any taxes or assessments which may be lawfully levied against Concessionaire's occupancy or use of the Premises, or any improvements placed thereon as a result of Concessionaire's occupancy.

C. Subordination of Agreement.

1) This Agreement shall be subordinate to the provisions of any existing or future agreements between the City and the United States relative to

the administration, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

2) Any mortgagee or beneficiary shall have the right to cure any default on the part of Concessionaire in the payment of rent hereunder and, in the event of default, to assume the Concessionaire's position under this Agreement. The City in no event shall be liable for the payment of the sum secured by such mortgage or trust indenture, nor for any expenses in connection with the same. Furthermore, such mortgage or trust indenture shall expressly provide that the mortgagor or beneficiary will seek no money judgment against the City. The mortgage or trust indenture shall also contain provisions requiring the holder of the indebtedness secured by such mortgage or trust indenture to mail to the City, by certified mail, a copy of each notice of breach of covenant, default or foreclosure given by the holder or the trustee under such mortgage or deed of trust.

D. Non-Discrimination. Concessionaire, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree:

1) That no person, on the grounds of race, color, creed, political ideas, sex, age, or physical or mental handicap, shall be excluded from participation, denied the benefits of, or be otherwise subjected to

discrimination in the use of Airport facilities, or the exercise of its rights and privileges under this Agreement.

2) That, in the construction of any improvements on behalf of Concessionaire and the furnishing of services, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, creed, political ideas, sex, age, or physical or mental handicap.

3) That Concessionaire shall use the Airport facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

E. Modification and Amendments. Changes or modifications to this Agreement will be done in the form of an amendment to be agreed upon and signed by both parties.

F. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement or the particular paragraphs.

G. Notices. Notices to the City provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Director of Aviation
Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings, MT 59105

and notices to Concessionaire, if sent by certified mail, postage prepaid, addressed to:

Air Host Billings, Inc.
Attn: David C. Shelton
1355 Lynnfield Road, Suite 205
Memphis, TN 38119-5883

With copy to:

Mark Grai, Esq.
6060 Poplar, Suite 295
Memphis, TN 38119

or to such other addresses as the parties may designate to each other in writing from time to time.

H. Quiet Enjoyment. With Concessionaire's performance of the covenants and terms of the Agreement herein, Concessionaire shall have peaceful possession and quiet enjoyment of the Premises during the term hereof.

I. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

J. Effect of Invalid Provision. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

K. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue in any proceedings held hereunder shall be in Yellowstone County, Montana.

L. Entire Agreement. This Agreement constitutes the entire Agreement and understanding of the parties with respect to matters referenced herein. Time is expressly declared to be of the essence in connection with the obligations and undertakings of the parties to this Agreement.

M. Force Majeure. Neither party hereto shall be liable to the other party for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to riot, war, hostilities between nations, threatened or actual terrorist acts of any kind or nature, weather conditions, floods, rebellion, sabotage, acts of God, fire, accident, strike, lockout, labor dispute (whether of a general or widespread nature or limited to the Concessionaire's own employees), lack of or failure to obtain sufficient electric power, or, without limiting any of the foregoing causes, due to any other contingencies of a similar or dissimilar nature beyond the reasonable control of such party.

IN WITNESS WHEREOF, the parties have hereunto set their hands this
_____ day of _____, 20____.

ATTEST:

CITY OF BILLINGS

BY _____
CITY CLERK

BY _____
MAYOR

APPROVED AS TO FORM

AIR HOST BILLINGS, INC.

BY _____
CITY ATTORNEY

BY _____

State of _____

County of _____

On this _____ day of _____ 2002; personally appeared _____

_____ before me a Notary Public for the State of
Montana.

(SEAL)

Notary Public for the State of Montana
Residing at _____
My Commission Expires: _____

AMENDMENT THREE
TO
RESTAURANT/LOUNGE CONCESSION AGREEMENT
BILLINGS LOGAN INTERNATIONAL AIRPORT TERMINAL BUILDING
BY AND BETWEEN
CITY OF BILLINGS
AND
AIR HOST BILLINGS, INC.

W I T N E S S E T H

RECITALS

WHEREAS, City is the owner and operator of the Billings Logan International Airport, Billings, Montana (hereinafter called "Airport").

WHEREAS, City and Air Host Billings, Inc. (hereinafter called "Concessionaire") previously entered into a Restaurant/Lounge Concession Agreement dated October 28, 2002 (hereinafter called the "Agreement") for Concessionaire to provide restaurant and lounge concessions at the Airport, and

WHEREAS, the Agreement was amended via Amendment One dated February 25, 2008, amending the term of the Agreement to expire October 31, 2014, and

WHEREAS, the Agreement was subsequently amended via Amendment Two dated October 14, 2014, further amending the term of the Agreement to expire on January 31, 2016, and

WHEREAS, the term of the Agreement was to expire on January 31, 2016; however, via written letter dated January 29, 2016, the City and Concessionaire agreed to treat Concessionaire as a holdover concessionaire operating on a month-to-month arrangement under the terms of the previously amended Agreement, and

WHEREAS, City is in the design process for making substantial improvements to the Airport Terminal Building and its concourse areas, in order to better serve and more efficiently and effectively meet the needs of the traveling public and the airlines using the Airport in the future, and

WHEREAS, those substantial improvements to be made at the Airport will involve, among other things, the construction of new and/or renovated spaces for use in providing concessions (all such improvements to be constructed at the Airport hereinafter referred to as the "Terminal Expansion Project"), and

WHEREAS, the Airport will advertise through a Request for Proposals (RFP) process for potential concessionaires to provide a proposal to operate the new concession spaces so said spaces can be built with concessionaire involvement during the Terminal Expansion Project construction process, and

WHEREAS, the parties have agreed that until the new concession spaces are constructed and operational, Concessionaire shall continue as a holdover concessionaire under the terms and conditions of the Agreement and any Amendments as set forth herein.

NOW, THEREFORE, for and in consideration of the recitals set forth above and of the mutual covenants and agreements contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. Holdover. Concessionaire shall continue as a holdover concessionaire under Article I, Paragraph C of the Agreement, until the earlier of either

(a) The date that those sections of the Terminal Expansion Project incorporating the new concession facilities are substantially completed and City has obtained a tenant/operator (whether such tenant/operator be the Concessionaire or another person or entity) to have concession rights at the Airport using the space completed in the Terminal Expansion Project; or

(b) Three (3) years from the first day of the month following the date of the full execution of this Amendment.

However, should the Terminal Expansion Project not be completed within such three-year period, City shall have the right to extend Concessionaire's holdover period for up to an additional one (1) year on the same terms and conditions set forth in the Agreement and this Amendment. To exercise such right to extend the holdover period, City shall provide Concessionaire with not less than sixty (60) calendar days written notice prior to the expiration of the three-year period.

2. Location of Concessionaire's Premises in the Airport. Concessionaire will initially use the Premises and facilities in the Airport Terminal Building that it is using as of the date of the execution of this Amendment Three. However, Concessionaire acknowledges that, in connection with the Terminal Expansion Project, City anticipates the need to demolish Concessionaire's post-security deli space, certain restroom facilities, breakroom, office space, and substantially all of the area adjacent to the kitchen as currently located. City anticipates that it will also need to reclaim a portion of Concessionaire's pre-security dining room to utilize for passenger

access to post-security areas of the Terminal. City also anticipates that Concessionaire's non-working walk-in cooler area may be used as temporary office space for Concessionaire. All of the above described demolition work, as well as any other work removing or relocating portions of the Terminal Building, will be hereinafter referred to in this Amendment as the "Demolition Work."

As a result of the Demolition Work and other work to be done by City in connection with the Terminal Expansion Project, Concessionaire will be required to use other space in the Airport to conduct its concession business. Specifically, the parties agree as follows with respect to the Terminal Expansion Project:

(a) At all times during the Terminal Expansion Project, City will use its best efforts to provide Concessionaire with adequate space and facilities to conduct Concessionaire's concession business and to ensure that the traveling public has access to Concessionaire's concession business. In particular, City will permit Concessionaire to conduct its post-security concession business at the Airport in the new temporary space located on Concourse B, which City and Concessionaire anticipate will be finished out in a manner similar to the drawing attached as Exhibit A to this Amendment (hereinafter the "Temporary Concourse Concession Space"). In addition, City will provide additional space on the first floor (basement) of Concourse B for Concessionaire's use (hereinafter the "First Floor Space"). The First Floor Space will include areas for the storage needs of Concessionaire. If Concessionaire elects, Concessionaire shall be allowed to provide and set in place (at Concessionaire's own expense) a beer system in the First Floor Space, providing refrigeration for beer storage units and lines

connecting the units to the Temporary Concourse Concession Space. In the pre-security area of the Airport, City will also endeavor to provide replacement storage and office spaces for the spaces that will be demolished in connection with the Demolition Work.

(b) With respect to the Temporary Concourse Concession Space, the seating areas and other areas in front of the counters in such space shall remain as common areas of the Airport Terminal, but Concessionaire shall have the non-exclusive right to use those areas for the seating and service of its customers. The exact location of the seating area in the Temporary Concourse Concession Space as shown on Exhibit A may change from time to time in accordance with City's requirements regarding the on-going completion of the Terminal Expansion Project; however, City shall endeavor to ensure at all times that adequate seating is provided to meet the reasonable needs of Concessionaire's customers, and Concessionaire shall not change any seating areas without first obtaining City's prior approval. At its own cost, Concessionaire shall provide and install in the Temporary Concourse Concession Space the millwork and all equipment to be used by Concessionaire in the Temporary Concourse Concession Space. City shall be responsible, at its own expense, for providing all floor drains and the flooring in the Temporary Concourse Concession Space.

(c) Concessionaire shall continue to maintain the kitchen and other equipment used for the pre-security concession operations at the Airport. At City's expense, City will provide a replacement dry storage area for the existing, non-

working walk-in cooler that City anticipates demolishing during the Terminal Expansion Project, once the permanent office space is completed and the office space is vacated.

(d) The parties agree that, as the Terminal Expansion Project continues, it may be necessary for City to again relocate all or certain portions of Concessionaire's premises used to operate its concession business at the Airport (including the possible relocation or modification of the Temporary Concourse Concession Space). If such relocation or modification becomes necessary, City agrees to endeavor to provide at least ninety (90) calendar days advance written notice to Concessionaire of the need to relocate and to provide, in connection with any such relocation or modification, substitute space to Concessionaire suitable in order to allow Concessionaire to continue to conduct its concession operations at the Airport.

(e) City shall be responsible for distributing, at its own costs, the utilities in the new areas provided to Concessionaire (including, but not limited to, the Temporary Concourse Concession Space and the First Floor Space) to conduct its concession business.

(f) As Concessionaire's premises and facilities are demolished during the Terminal Expansion Project, Concessionaire shall be entitled to remove, at Concessionaire's own expense, and retain for its own use at locations other than the Airport, its equipment, furniture, and fixtures that Concessionaire may not be able to use in connection with its continuing operations during the Terminal Expansion

Project. However, should Concessionaire determine that it will not be able to use any items of equipment, furniture, or fixtures for such continuing operations at the Airport or for Concessionaire's business in other locations then Concessionaire shall notify City in writing of its intent to abandon such items. Upon notice, said items shall be considered abandoned to City and Concessionaire shall have no further responsibility for removing/disposing of the same and the disposition of said items shall be at the sole discretion of the City.

(g) The parties agree to cooperate with each other in attempting to ensure that the Terminal Expansion Project is completed in an orderly and efficient manner and that Concessionaire is allowed to continue without interruption its concession operations in the Airport during such construction.

3. ARTICLE XII, GENERAL PROVISIONS, is renamed as ARTICLE XII, NONDISCRIMINATION, and revised as follows:

ARTICLE XII
NONDISCRIMINATION

A. General. In the use and occupation of the Airport, Concessionaire shall not discriminate against any person or class of persons by reason of race, color, religion, sex, national origin or ancestry, age, or disability. Additionally, for the services provided during the use and occupation of the Airport, Concessionaire shall furnish said services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit of service, provided that the Concessionaire may be allowed to

make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

B. Civil/Human Rights Laws. In the operation and use of the Airport, Concessionaire shall not, on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of Title 49, Code of Federal Regulations, the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, and such other Federal, State, or Local laws as may be applicable.

Without limiting the generality of the foregoing, Concessionaire agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, age, or disability. Concessionaire agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or ancestry, age, or disability. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. Concessionaire agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

C. Concessionaire, for itself, its heirs, personal representatives, successors in interest, and assignees, as part of the consideration of this Agreement, does hereby covenant and agree as a covenant running with the land that, in the event improvements are constructed, maintained, or otherwise operated on the Airport for a purpose for which a United States

Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Concessionaire shall maintain and operate such improvements and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

D. Concessionaire, for itself, its heirs, personal representatives, successors in interest, and assignees, as a part of the consideration of this Agreement, does hereby covenant and agree as a covenant running with the land that:

1) No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said improvements.

2) No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under such land and the furnishing of services thereon.

3) Concessionaire shall use the facilities in compliance with all other requirements imposed by, or pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E, or such employment activities covered in any applicable State or Local law. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Article XII.

E. During the performance of this Agreement, the Concessionaire, for itself, its assignees, and successors in interest, agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 2) 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);
- 3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal aid programs and projects);
- 4) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);

6) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, § 47123) as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and § 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);

8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination 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. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

9) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies,

and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations;

11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Federal Regulations at 74087 – 74100);

12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

4. ARTICLE XII, GENERAL PROVISIONS, is renumbered as ARTICLE XIII, GENERAL PROVISIONS, and revised as follows:

A. Attorney's Fees. Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith.

B. Taxes. The Concessionaire shall pay any taxes or assessments which may be lawfully levied against Concessionaire's occupancy or use of the Premises, or any improvements placed thereon as a result of Concessionaire's occupancy.

C. Subordination of Agreement.

1) This Agreement shall be subordinate to the provisions of any existing or future agreements between the City and the United States relative to the administration, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

2) Any mortgagee or beneficiary shall have the right to cure any default on the part of Concessionaire in the payment of rent hereunder and, in the event of default, to assume the Concessionaire's position under this Agreement. The City in no event shall be liable for the payment of the sum secured by such mortgage or trust indenture, nor for any expenses in connection with the same. Furthermore, such mortgage or trust indenture shall expressly provide that the mortgagor or beneficiary will seek no ~~money~~ monetary judgment against the City. The mortgage or trust indenture shall also contain provisions requiring the holder of the indebtedness secured by such mortgage or trust indenture to mail to the City, by certified mail, a copy of each notice of breach of covenant, default, or foreclosure given by the holder or the trustee under such mortgage or deed of trust.

~~D. Nondiscrimination. Concessionaire, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree:~~

~~1) That no person, on the grounds of race, color, creed, political ideas, sex, age, or physical or mental disability, shall be excluded from~~

~~participation, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities, or the exercise of its rights and privileges under this Agreement.~~

~~2) That, in the construction of any improvements on behalf of Concessionaire and the furnishing of services, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, creed, political ideas, sex, age, or physical or mental handicap.~~

~~3) That Concessionaire shall use the Airport facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.~~

ED. Modification and Amendments. Changes or modifications to this Agreement shall only be done in the form of an amendment to be agreed upon and signed by both parties.

FE. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement or the particular paragraphs.

GF. Notices. Notices to the City provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Director of Aviation and Transit
Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings, MT 59105

and notices to Concessionaire, if sent by certified mail, postage prepaid, addressed to:

Air Host Billings, Inc.
Attn: David C. Shelton
~~1355 Lynnfield Road, Suite 101~~
1255 Lynnfield Road, Suite 281
Memphis, TN 38119-5885

Other Contact Information:
Phone: (901) 767-3463 (Ext. 28)
E-mail: dairhost@bellsouth.net

With copy to:

Mark Grai, Esq.
6060 Poplar, Suite 295
Memphis, TN 38119

or to such other addresses as the parties may designate to each other in writing from time to time.

HG. Quiet Enjoyment. With Concessionaire's performance of the covenants and terms of the Agreement herein, Concessionaire shall have peaceful possession and quiet enjoyment of the Premises during the term hereof.

HH. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between the parties hereto.

II. Effect of Invalid Provision. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be

affected hereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

~~KJ.~~ Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue in any proceedings held hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

~~LK.~~ Entire Agreement. This Agreement and its attachments constitute the entire Agreement and understanding of the parties with respect to matters referenced herein. Time is expressly declared to be of the essence in connection with the obligations and undertakings of the parties to this Agreement.

~~ML.~~ Force Majeure. Neither party hereto shall be liable to the other party for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to riot, war, hostilities between nations, threatened or actual terrorist acts of any kind or nature, weather conditions, floods, rebellion, sabotage, acts of God, fire, accident, strike, lockout, labor dispute (whether of a general or widespread nature or limited to the Concessionaire's own employees), lack of or failure to obtain sufficient electric power, or, without limiting any of the foregoing causes, due to any other contingencies of a similar or dissimilar nature beyond the reasonable control of such party.

FURTHER, except as otherwise set forth above in this Amendment, all other terms and conditions of the Concession Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand this _____ day
of _____ 20____.

ATTEST:

CITY OF BILLINGS

BY _____
CITY CLERK

BY _____
MAYOR

APPROVED AS TO FORM

AIR HOST BILLINGS, INC.

BY _____
CITY ATTORNEY

BY _____
DAVID C. SHELTON
PRESIDENT

Regular City Council Meeting

Meeting Date: 03/11/2019

TITLE: Confirmation of Probationary Police Officers

PRESENTED BY: Rich St. John, Police Chief

Department: Police

Presentation: No

PROBLEM/ISSUE STATEMENT

On March 12, 2018, Officers Raymond Steiber III & Jonathan Hill were hired by the Billings Police Department as probationary police officers. According to MCA 7-32-4113, the probation period is for one year from the date of hire. The officers have completed their one-year probation and, according to state statute, their names must be submitted to City Council for confirmation. All of the supervisor comments concerning the officers' performance are positive and recommend confirmation.

ALTERNATIVES ANALYZED

Council may:

- Confirm the probationary police officers; or
- Do not confirm the probationary police officers. If the Council chooses to not confirm the officers, it may direct any questions or concerns to the Police Chief and table the item until the next Council meeting.

FINANCIAL IMPACT

There is no financial impact from this action.

RECOMMENDATION

Staff recommends that the City Council confirm Officers Raymond Steiber III & Jonathan Hill as Billings Police Officers.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 03/11/2019

TITLE: Council Priorities

PRESENTED BY: Kevin Iffland, Assistant City Administrator

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

The City Council and staff identified priorities for 2019-2020 during a Special Work Session held on January 26th and the Work Session held on February 19th, 2019.

Attached is the list of priorities to be adopted by the City Council.

ALTERNATIVES ANALYZED

City Council may:

- Approve the 2019-2020 priorities as written or;
- Disapprove the 2019-2020 priorities, revise or propose a different list of priorities.

FINANCIAL IMPACT

None identified.

RECOMMENDATION

Staff recommends City Council adopt the 2019-2020 Council priorities as identified.

APPROVED BY CITY ADMINISTRATOR

Attachments

Council Priorities

2019/20 Proposed City Council Priorities

March 11, 2019

HIGH

Improve the safety of Billings

- 1) Improve law enforcement capabilities (define the goal/set a standard)
 - a. Improve safety ranking among MT and peer cities as defined by FBI stats
 - b. Improve sense of safety in neighborhoods, the downtown, and parks as measured by our National Citizen Survey results
 - c. Expand partnership with addiction and mental health service providers
 - d. Resolve over-crowding issues with incarceration
 - e. Adopt spa/message parlor business license ordinance
- 2) Improve fire capabilities
 - a. Adopt and Implement long range fire master plan
- 3) Improve safe routes to schools – Medicine Crow
- 4) Continue focus on code enforcement
- 5) Investigate adding a 2nd full time judge

Implement the One Big Sky Plan (see City Contribution/Fiscal Gain estimates)

- 1) Succeed at adopting “Value Capture” legislation (LC1182)

Successful 2019 Legislative Session (see adopted legislative agenda)

Advance West-End Reservoir and Water Treatment Plant Projects

- 1) Complete reservoir 2022
- 2) Complete water plant 2024

Complete Project Re-Code

- 1) Adopt in phases
- 2) Improve impact of casinos through site development
- 3) Include commercial corridor redevelopment standards
- 4) Improve housing affordability & racial segregation

MEDIUM

Improve Communication with our citizens

- 1) Overhaul City Website
- 2) Improve support and engagement with Neighborhood Task Forces

Improve city parks and trails system (quality and quantity)

- 1) Complete - Centennial Park improvements Phase I
- 2) Complete - Coulson Park Master Plan
- 3) Increase trails investments
- 4) Increase park investments (taxes/fees)
 - a) Investigate private revenue ideas (cell towers/vender sales/restaurants etc.)

✚ **Advance Airport Expansion Project – completion target 2023**

✚ **Determine scope of the South Billings Recreation Center**

✚ **Transportation System Improvements**

- 1) Billings Bypass Interchange project
 - a) Zoning of adjacent land
 - b) Annexation
 - c) Utility extension plan
- 2) Inner Belt Loop –
 - a) Zoning of adjacent land
 - b) Right of Way acquisition
 - c) Annexation
 - d) Utility extension plan
- 3) Molt Road/Highway 3 connector
 - a) Zoning of adjacent land
 - b) Right of Way acquisition
 - c) Annexation
 - d) Utility extension plan

LOW

✚ **Propose long-term solutions to City Hall space issues**

✚ **Research options to creating a Public Information Officer type position**

Ongoing administrative topics

- Franchise fee litigation
- Improve financial data analysis
- Lean 6 Sigma/cost of service analysis
- Request for proposals healthcare/wellness
- Tax Increment Finance administrative budgets
- Classification and compensation Study

Ongoing City Council topics

- Franchise fee litigation
- USS Billings
- Meeting length/meeting structure
- Energy Conservation Commission
- Tax Increment Finance administrative budget
- Council compensation
- Ward boundaries

Regular City Council Meeting

Meeting Date: 03/11/2019

TITLE: Resolution approving \$15,000 FY 2019 City Council Contingency for USS Billings Commissioning in 2019

PRESENTED BY: Kevin Iffland, Assistant City Administrator

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

At the conclusion of the February 19, 2019 City Council work session, Councilmember Yakawich informed Council that he would like to request \$15,000 of FY 2019 Council Contingency for the USS Billings commissioning event. Council Contingency is budgeted at \$65,000 each year and the Council may use it for emergencies or to take advantage of opportunities that weren't foreseen when the Council approved that year's budget. The Contingency account has a FY 2019 balance of \$65,000. The Council's custom has been to adopt a resolution that approves the designated expense and moves the funds to the proper operating account. Since there may not be a contract in place by the end of the fiscal year, the attached resolution requires staff to encumber the funds for the FY 2019 budget year, or if accounting rules prohibit it, to re-budget the funds in FY 2020. That would increase the Council Contingency to \$80,000 on a one-time basis.

ALTERNATIVES ANALYZED

City Council may:

- Approve the resolution that directs staff to reserve \$15,000 Council Contingency for the 2019 USS Billings commissioning, or;
- Disapprove the resolution,

FINANCIAL IMPACT

There are sufficient funds in the FY 2019 Council Contingency account to pay for this expense. This is a small part of an effort to raise \$400,000 for the associated costs. Some of the proposed uses for the funding, per Councilman Yakawich, are as follows:
Preparation to purchase coins, tee shirts, hats to be used for fundraising.
Other Draft Budget Ideas: Goal \$400K

Note: excess money would be given to scholarship USS Billings youth and fund any additional needs for the crew.

RECOMMENDATION

Staff recommends that the City Council approve a Resolution reserving \$15,000 of FY 2019 Council Contingency account funds for the 2019 USS Billings commissioning event, or to re-budget the funds in the FY 2020 budget, if necessary.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution

RESOLUTION NO. 19-

A RESOLUTION BY THE BILLINGS MONTANA CITY COUNCIL,
APPROVING THE EXPENDITURE OF \$15,000 COUNCIL
CONTINGENCY FUNDS FOR THE USS BILLINGS

WHEREAS, the City Council Contingency account is a means for the City Council to take advantage of opportunities or to remedy problems that could not be anticipated when the fiscal year began; and

WHEREAS, the Mayor and City Council wish to participate in and help to finance the U.S. Navy ship named the USS Billings; and,

WHEREAS, the estimated current year expense that is needed to prepare for the event is estimated to be \$15,000 and those funds were not budgeted in FY 2019; and,

WHEREAS, the FY 2019 Council Contingency account has a \$65,000 balance as of February 2019.

NOW, THEREFORE BE IT RESOLVED BY THE BILLINGS CITY COUNCIL THAT \$15,000 of FY 2019 Council Contingency funding shall be reserved or encumbered before June 30, 2019 or re-budgeted in the FY 2020 budget for supporting the USS Billings in 2019.

ADOPTED by the Billings City Council on March 11, 2019.

William A. Cole, Mayor

Attest:

Denise R. Bohlman, City Clerk

Regular City Council Meeting

Meeting Date: 03/11/2019

TITLE: Lake Hills Subdivision, 25th Filing, Amended - Preliminary Minor Plat

PRESENTED BY: Monica Plecker

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

On February 1, 2019, WWC Engineering, agent for Canal Vista, LLC, applied for preliminary minor plat approval for Lake Hills Subdivision, 25th Filing, Amended. The proposed subdivision removes 32 lots from the existing 25th Filing and results in one 13.91-acre parcel of land. The subject property is generally located north of the intersection of Ditton Drive and Greenbriar Road. The property is zoned Residential-9,600 (R-96). The applicant is moving this plat process through the subdivision process in preparation for future development of the property for a unit ownership project with patio homes. The City Council will also be asked at this meeting to take action on a preliminary plat for the patio home development for this property as well.

ALTERNATIVES ANALYZED

In accordance with state law, the City Council has 35 working days to act upon this preliminary minor plat. The 35 working day review period for this proposed plat ends on March 25, 2019. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the review period, the City Council is required to:

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

FINANCIAL IMPACT

Should the City Council approve the preliminary plat, the subject property will be one lot and may be further improved under private ownership, resulting in additional tax revenues for the City.

BACKGROUND

General location: North of the intersection of Ditton Drive and Greenbriar Road

Legal Description: Lake Hills Subdivision 25th Filing, Lots 1- 13, Block 62, Lots 1-11 and Lot 28, Block 63, Lots 1-7, Block 65.

Owner/Subdivider: Canal Vista, LLC

Engineer and Surveyor: WWC Engineering, Greg Reid

Existing Zoning: R-96

Existing land use: Vacant

Proposed land use: Residential

Gross and Net area: 13.91 acres

Proposed number of lots: 1

PROCEDURAL HISTORY

- Pre-application meeting conducted October 25, 2018.
- Preliminary plat application submitted to the Planning Division February 1, 2019.
- Preliminary plat to the City Council March 11, 2019.
- 35 working-day preliminary plat review period ends March 25, 2019.

VARIANCES REQUESTED

No variances from the City Subdivision Regulations have been requested.

STAKEHOLDERS

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

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Consistency with the 2016 City of Billings Growth Policy, the 2018 Transportation Plan Update, the 2017 Billings Area Bikeway and Trail Master Plan Update are discussed within the attached Findings of Fact.

SUMMARY

One of the purposes of the City's subdivision review process is to identify potential negative effects of property being subdivided. When negative effects are identified it is the subdivider's responsibility to mitigate those effects. Various City departments have reviewed this application and provided input on effects and mitigation. The Findings of Fact, which are presented as an attachment, discuss potential negative impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts. In this case, there were found to be minimal impacts from this proposed subdivision.

RECOMMENDATION

Staff recommends conditional approval of the preliminary plat of Lake Hills Subdivision, 25th Filing, Amended to the City Council, and adopt the Findings of Fact as presented in the staff report. Staff recommends the following conditions of approval:

1. To provide the required access easement for the BBWA and their ditch along the east edge of the proposed subdivision, prior to final plat approval the applicant will coordinate the required easement width with the BBWA and show it on the face of the plat. Also to address safety concerns regarding household debris obstructing the canal and the potential for unauthorized use of water from the canal, the applicant will include language in the SIA under Conditions that run with the land notifying future property owners of those concerns.
2. To ensure the existing public right of way is removed to provide a single lot in compliance with subdivision regulations Section 23-404(C), prior to final plat approval the applicant will have the process of street vacation completed through City of Billings Engineering and the City Council.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and

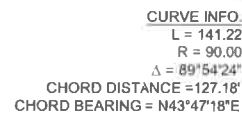
Administrative Rules of the State of Montana.

APPROVED BY CITY ADMINISTRATOR

Attachments

Proposed Plat
Findings of Fact
Mayor's Letter

BEING A VACATION OF
LOTS 1-13, BLOCK 62, LOTS 1-11, BLOCK 63, AND LOTS 1-7, BLOCK 65,
A PORTION OF LAKE HEIGHTS DRIVE AND DITTON DRIVE
WITHIN LAKE HILLS SUBDIVISION - TWENTY-FIFTH FILING
WITHIN W1/2SE1/4 OF SECTION 9, T01N, R26E, P.M.M.
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA



NOTES

1. BASIS OF BEARING: NAD83(2011) MONTANA STATE PLANE COORDINATE SYSTEM, GRID
2. DISTANCES: GROUND, INTERNATIONAL FOOT

CERTIFICATE OF SURVEYOR	CANAL VISTA, LLC.					
	JUNE 2018-167					
	REVISED Date By	 WWCENGINEERING				
		DRAWN BY	CHKD BY	DATE	SHEET NO.	TOTAL SHEETS
PAUL A. HEINTZ PLS 41531	Date	DRWING	APP	Checked	PAN	DEC 2018
						Scale 1" = 60'

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Lake Hills Subdivision, 25th Filing, Amended. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

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

1. Effect on agriculture and agricultural water user facilities

The subject property is not used for agriculture, and has no agriculture irrigation facilities serving it. The land is currently vacant lots with no improvements on them. The owners are proposing to create a single lot and abandon the existing public right of way for future infill single family homes with common area. To the east of the property is a BBWA waterway. Comments from the BBWA has indicated that they require a 100 foot easement over the ditch to be able to access it for cleaning and other maintenance with a track hoe and a bulldozer. The applicant will need to coordinate an easement with the BBWA along the east edge of the proposed subdivision. **(Condition #1)**

2. Effect on local services

- a. **Utilities** – The County Water District of Billings Heights provides water service for the proposed subdivision. This proposed subdivision is being submitted to remove existing lots and abandon the existing public road. There will be no need for water service to this subdivision until a future time when it is replatted or they propose a master site plan.

Sewer services are to be provided by the City of Billings. This proposed subdivision is being submitted to remove existing lots and abandon the existing public road. There will be no need for sewer service to this subdivision until a future time when it is replatted or they propose a master site plan.

Private utilities will not be required for this proposed subdivision. There will be no need for private utilities to this subdivision until a future time when it is replatted or they propose a master site plan.

- b. **Storm water** – Storm water management will continue as has historically taken place on the vacant land. At a future time when the land is replatted or there is a master site plan proposed storm water management will be addressed.
- c. **Solid waste** - The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.
- d. **Streets** – The property currently has existing right of way platted. A road has never been built within that right of way. With the single lot being platted there is no need for roads to be constructed with this plat. The applicant will be vacating the existing right of way.

Prior to final plat approval they will need to have the process of street vacation finished.
(Condition #2)

- e. **Emergency services** - The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The Fire Station that provides service for this area is located at 1601 Saint Andrews Drive (Station #6). The subdivision is located within the ambulance service area of American Medical Response.
- f. **Schools** – This subdivision should have a minimal effect on schools as there is no proposal to build any housing with this subdivision.
- g. **Parks and Recreation** - Parkland dedication is not required for this subdivision pursuant Section 23-1008, A. A minor Subdivision.
- h. **Mail Delivery** - No postal service will be required for this proposed subdivision.

3. Effect on the natural environment

The proposed subdivision should have no effect on the natural environment. There is no proposal to build on the resulting lot so there will be no effect on the environment from this subdivision.

4. Effect on wildlife and wildlife habitat

The proposed subdivision should not affect wildlife or habitat. There are no known endangered or threatened species on the property.

5. Effect on the public health, safety and welfare

The subdivision should not negatively affect public health or safety. The subject property is not within a mapped floodway or flood zone. There are no obvious threats to public health, safety or welfare.

B. Was an Environmental Assessment required? [MCA 76-3-616 and BMCC 23-901]

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA and 23-901, BMCC.

C. Does the subdivision conform to the City of Billings 2016 Growth Policy Update, the 2018 Billings Urban Area Long Range Transportation Plan, and the Billings Area Bikeway and Trails Master Plan? [BMCC 23-303(H)(3)]

1. City of Billings 2016 Growth Policy

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

- a. **Essential Investments (relating public and private expenditures to public values):** Infill development and development near existing City infrastructure may be the most cost effective. (p.6) Neighborhoods that are safe and attractive and provide essential services are much desired (p. 7).

- b. **Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Neighborhoods that are safe and attractive and provide essential services are much desired (p.8). Implementation of the Infill Policy is important to encourage development of underutilized properties. (p.8)

2. 2018 Billings Urban Area Long Range Transportation Plan

The proposed subdivision adheres to the goals and objectives of the 2018 Transportation Plan and preserves the street network and street hierarchy specified within the plan.

3. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway and Trail Master Plan covers this area. The nearest trail goes along Annandale Road to the south of this proposed subdivision. No improvements will be required with this subdivision to meet the Trail Plan recommendations.

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

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

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

The subject property is located in Residential 9600 zoning. All development shall comply with the standards set forth in Section 27-309, BMCC. Final zoning compliance will be determined at the time of the building permit.

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

The plat does not provide easements for utilities. Those will be provided at a future time when the land is either re-subdivided or there is a proposed Master Site Plan.

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

Access to the subdivision are from Ditton Drive and from Lake Heights Drive.

CONCLUSIONS OF FINDING OF FACT

- The preliminary plat for Lakehills Subdivision, 25th Filing, Amended, does not create any adverse impacts that warrant denial of the subdivision.

- The proposed subdivision conforms to several goals and policies of the 2016 Growth Policy, and does not conflict with the 2018 Transportation Plan or the Bikeway and Trail Master Plan.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

Approved by the Billings City Council, March 11, 2019

William A. Cole, Mayor

pc. WWC Engineering



CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 687-8296
FAX (406) 657-8390

March 11, 2019

Canal Vista, LLC
2519 Sunnyview Lane
Billings, MT 59102

Dear Applicant:

On March 11, 2019, the Billings City Council conditionally approved the preliminary plat of Lake Hills Subdivision, 25th Filing, Amended, subject to the following conditions of approval:

1. To provide the required access easement for the BBWA and their ditch along the east edge of the proposed subdivision, prior to final plat approval the applicant will coordinate the required easement width with the BBWA and show it on the face of the plat. Also, to address safety concerns regarding household debris obstructing the canal and the potential for unauthorized use of water from the canal, the applicant will include language in the SIA under Conditions that run with the land notifying future property owners of those concerns.
2. To ensure the existing public right of way is removed to provide a single lot in compliance with subdivision regulations Section 23-404(C), prior to final plat approval the applicant will have the process of street vacation completed through City of Billings Engineering and the City Council.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

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

Sincerely,

William A. Cole, Mayor



CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

*P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 687-8296
FAX (406) 657-8390*

Pc: WWC Engineering

Regular City Council Meeting

Meeting Date: 03/11/2019

TITLE: Canal Vista Subdivision - Preliminary Minor Plat

PRESENTED BY: Monica Plecker

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

On February 1, 2019, WWC Engineering, agent for Canal Vista, LLC, applied for preliminary minor plat approval for Canal Vista Subdivision. The proposed subdivision creates 2 lots from a single lot for residential development. The applicant is proposing to build patio homes where there will be common shared areas with an HOA to maintain the common areas. The subject property is generally located north of the intersection of Ditton Drive and Greenbriar Road. The property is zoned Residential-9,600 (R-96).

ALTERNATIVES ANALYZED

In accordance with state law, the City Council has 35 working days to act upon this preliminary minor plat. The 35 working day review period for this proposed plat ends on March 25, 2019. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the review period, the City Council is required to:

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

FINANCIAL IMPACT

Should the City Council approve the preliminary plat, the subject property will be two lots with single family development and may be further improved under private ownership, resulting in additional tax revenues for the City as well as an increase in service demand.

BACKGROUND

General location: North of the intersection of Ditton Drive and Greenbriar Road

Legal Description: Lake Hills Subdivision 25th Filing, Amended

Owner/Subdivider: Canal Vista, LLC

Engineer and Surveyor: WWC Engineering, Greg Reid

Existing Zoning: R-96

Existing land use: Vacant

Proposed land use: Residential

Gross and Net area: 13.91 acres / 12.17 acres

Proposed number of lots: 2

PROCEDURAL HISTORY

- Pre-application meeting conducted October 25, 2018.
- Preliminary plat application submitted to the Planning Division February 1, 2019.
- Preliminary plat to the City Council March 11, 2019.
- 35 working-day preliminary plat review period ends March 25, 2019.

VARIANCES REQUESTED

A variance from Section 23-406(B)(13) City of Billings Subdivision Regulations has been requested. This requirement is for boulevard styles sidewalks shall be installed on both sides of all streets.

Staff is recommending approval of the variance request. Further explanation and analysis can be found in Attachment A.

STAKEHOLDERS

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

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Consistency with the 2016 City of Billings Growth Policy, the 2018 Transportation Plan Update, and the 2017 Billings Area Bikeway and Trail Master Plan Update are discussed within the Findings of Fact.

SUMMARY

One of the purposes of the City's subdivision review process is to identify potential negative effects of property being subdivided. When negative effects are identified it is the subdivider's responsibility to mitigate those effects. Various City departments have reviewed this application and provided input on effects and mitigation. The Findings of Fact, which are presented as an attachment, discuss potential negative impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts.

RECOMMENDATION

Staff recommends conditional approval of the preliminary plat of Canal Vista Subdivision to the City Council, and adopt the Findings of Fact as presented in the staff report. Planning staff recommends the following conditions of approval:

1. To provide the required access easement for the BBWA and its canal along the east edge of the proposed subdivision, prior to final plat approval the applicant will coordinate the required easement width with the BBWA and show it on the face of the plat. Also, to address safety concerns, the potential for household debris to enter the canal, and the unauthorized use of water from the BBWA canal, the applicant will include language in the SIA under Conditions that Run With the Land notifying future property owners of these concerns. The HOA documents will also reflect the need to keep debris out of the ditch and warn against the unauthorized use of water from the canal.
2. To protect public health and safety and provide for private utilities to the proposed subdivision, prior to final plat approval the applicant will coordinate with the private utility companies to determine if there is a need for easements and where they are required to be placed. Those easements shall be shown on the face of the final plat.

3. To protect public health and safety and to ensure approved storm water systems are in place, prior to final plat approval the applicant will coordinate proposed storm water systems with City of Billings Engineering to determine what type of system will work best. It will be required to meet the specifications of City of Billings Storm Water Management Manual and be install as approved by City of Billings Engineering.
4. To protect public health and safety and ensure correct installation of roads within the subdivision, prior to final plat approval the applicant will have all proposed street and sidewalk installation approved by City of Billings Engineering and the timing of those improvements approved by the City of Billings Engineering.
5. To provide for the safe delivery of mail to the subdivision, prior to final plat approval the applicant will provide a letter from the USPS to show they have coordinated with the USPS provided the correct and safe mail delivery system.
6. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
7. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

APPROVED BY CITY ADMINISTRATOR

Attachments

Attachment A
Findings of Fact
Proposed Plat
SIA and Waiver
Mayor's Letter

Attachment A

Staff Analysis and Recommendation

Staff has reviewed the request (See Request Letter included below this analysis) for a variance from the regulation that requires developers to provide; Boulevard style sidewalks shall be installed on both sides of all streets except cul-de-sacs less than on hundred feet (100) in length. The applicant is requesting a variance from Section 23-406(B)(13). Staff is recommending approval of this variance request.

The applicant will be providing boulevard style sidewalks on the public streets, Lake Channel Drive. The undeveloped portion of Ditton Drive will have boulevard sidewalks that transition from existing curb walks. They will provide boulevard sidewalks that transition to curb walks on Lake Heights Drive. They are also providing boulevard style sidewalks on the east side of the private road, Passage Way, that is west of Lake Channel Drive. All private roads, which include the cul-de-sacs and the west side of the private road, Passage Way, that is west of Lake Channel Drive, are proposed to have curb walks in the proposed subdivision.

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties; The granting of the variance would not be detrimental to public health, safety and general welfare. The short cul-de-sac roads do not have through traffic on them so the vehicles on the road should be going at slow speeds on such a short road. The larger private road, Passage Way, is a through street just over 600 feet in length. The southern end is about 150 feet long and is a curve and the portion going north of that initial curve also has curvature to it. The length of the private street is short enough to help keep speed of vehicles down so pedestrians can feel safe on a curb sidewalk and curb walks are only proposed on the west side of the private through road.

2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced; There are no particular physical surroundings, shape or topographical condition of the land that would prevent the applicant from installing the required boulevard sidewalk. Boulevard sidewalks would reduce the amount of useable lot depth on the west side of the private through road making it more difficult to meet requirements of zoning and setbacks from the front and rear.

3. The variance will not result in an increase in taxpayer burden; The variance will have no effect on taxpayer burden.

4. The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations or Growth Policy; The variance request will not make the subdivision nonconforming with any adopted zoning regulation or growth policy.

5. The subdivider must prove that the alternative design is equally effective and the objectives of the improvements are satisfied. The alternate of curb walks, in this instance, is an acceptable

alternative to the boulevard walk because they are on short streets that do not carry large amounts of traffic that would cause a safety issue for pedestrians in the subdivision.

Therefore, staff is recommending approval of the proposed variance, and recommends that the City Council approve the applicants' variance request.

January 23, 2019

Monica Plecker
Planning Division Manager
2825 3rd Ave N
Billings, MT 59101

RE: CANAL VISTA SUBDIVISION VARIANCE REQUEST

Dear Ms. Plecker:

On behalf of Canal Vista, LLC (Owner), WWC Engineering is submitting a request for variance of City of Billings Subdivision Regulations (Regulations) Section 23-406(B)(13) – boulevard style sidewalks. As per this section, it is required that boulevard style sidewalks be installed on all streets, except cul-de-sacs less than 100 feet in length. On the private drives for the Canal Vista Subdivision we have proposed back of curb sidewalks. It is requested that the requirement for the Canal Vista Subdivision to install boulevard sidewalks be given a variance, for the reasons outlined herein.

As per the Regulations Section 23-1101(A) Parts 1-5, the following outlines information as necessary.

Part 1:

The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties.

The proposed locations of the sidewalk to be adjacent to back of curb are on private streets within the development. The proximity of the sidewalks to roadway are on short roads that will have low traffic speeds, which will not result in safety concerns pedestrians. In addition, properties in the adjacent development have back of curb sidewalks, restricting detrimental issues to these properties.

Part 2:

Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced.

The proposed project is a patio home site with open space around the units. The requirement of boulevard style sidewalks would cause the private road widths to be an extra 10' wide, which would reduce the greenspace behind the units in exchange for greenspace in the boulevards. This additional width would also necessitate longer driveways for the units away from back of curb, which would further restrict developable layouts of the units.

Ms. Plecker
January 24, 2019
Page 2 of 2

Part 3:

The variance will not result in an increase in taxpayer burden.

The proposed sidewalks are to be on private property and will be the responsibility of the residences in the development in the future and not taxpayers. As such, the boulevard style sidewalk or back of curb sidewalks would not create a difference in taxpayer burden as they are the responsibility of the private development and not the public to maintain.

Part 4:

The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations or Growth Policy;

The development proposes to have sidewalks on both sides of every street at a width of 5' and will meet all other setback requirements.

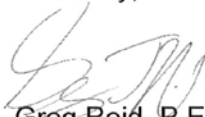
Part 5:

The subdivider must prove that the alternative design is equally effective and the objectives of the improvements are satisfied.

The objective of the sidewalks are to provide complete pedestrian access to all residences, across all streets, and to the adjacent properties. The proposed project ties to the existing back of curb sidewalks of the adjacent development and continues throughout the project.

Please do not hesitate to contact us should you have any questions or require additional clarification.

Sincerely,



Greg Reid, P.E.
Billings Branch Manager

GR/

Attachments: as noted

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FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Canal Vista Subdivision. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

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

1. Effect on agriculture and agricultural water user facilities

The subject property is not used for agriculture, and has no agriculture irrigation facilities serving it. The land is currently vacant lots with no improvements on them. The owners are proposing to create 2 lots for single family patio homes with common area. To the east of the property is a BBWA waterway. Comments from the BBWA has indicated that they require a 100 foot easement over the ditch to be able to access it for cleaning and other maintenance with a Track hoe and a Bulldozer. The applicant will need to coordinate an easement with the BBWA along the east edge of the proposed subdivision. **(Condition #1)**

2. Effect on local services

- a. **Utilities** – The County Water District of Billings Heights provides water service for the proposed subdivision. There currently exists 8 inch water mains in Ditton Drive and Lake Heights Drive at the north and south ends of the proposed subdivision. The applicant will be installing 8 inch water lines to create a looped water system in this subdivision. They will also include the installation of the required number of fire hydrants for the development with correct water lines to those as well. All water lines will be installed to meet the specifications of the District and the regulations of the MDEQ, with the required fees at the time of proposed installation. This requirement is noted in the SIA under the heading VI. Utilities A. Water.

Sewer services are to be provided by the City of Billings. There is an existing 8-inch sewer main in Ditton Drive that this proposed subdivision will connect to. The new sewer lines within the proposed subdivision will be sized as required by regulations and will provide connections to all proposed new houses within the subdivision. The applicant will do all installation in conformance with all design standards and requirements of the MDEQ and with the City of Billings Engineering Division, Public Works. Installation drawing will be reviewed and approved prior to installation. These requirements are noted in the SIA under the heading VI Utilities B Sanitary Sewer.

Private utilities will be installed in easements outside of the right of way and will be installed prior to surface improvements. Those easement sizes and locations will be coordinated with the private utility companies. **(Condition #2)**

- b. **Storm water** – Storm water management will be designed to meet the requirements of the City of Billings Stormwater Management Manual and Section 23-706 BMCC. The

applicant is proposing three different options in the SIA at this time. At the time of final plat they will have a final option in place as worked out with the City of Billings Engineering Division. **(Condition #3)**

- c. **Solid waste** - The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.
- d. **Streets** – The applicant is proposing to construct two streets within the subdivision. One street will be a public street, Lake Channel Drive and will connect to Ditton Drive on the south and to Lake Heights Drive on the north. The streets will be built to city standards with a width of 34 feet back of curb to back of curb. Sidewalks will be boulevard type sidewalks on the public street and the timing of installation will be approved through City Engineering. There has been a variance request made to install curb walks on private streets within the subdivision that is discussed in Attachment A. All street improvements will meet the requirements of City of Billings Engineering Division. **(Condition #4)**
- e. **Emergency services** - The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The Fire Station that provides service for this area is located at 1601 Saint Andrews Drive (Station #6). The subdivision is located within the ambulance service area of American Medical Response.
- f. **Schools** – This subdivision is within the Independent School District for Elementary and they state they have additional capacity for students. They also state this subdivision is not on a bus route and the parents will be responsible to get the children to and from school. For Middle School and High School, this subdivision is in School District #2. Middle School is Medicine Crow which has additional capacity for students. High School will be Skyview, which shows it is just 3 students under maximum capacity. School District #2 did not state if there is a bus route in the area.
- g. **Parks and Recreation** - Parkland dedication is not required for this subdivision as parkland dedication was met with the original Lake Hills Subdivision.
- h. **Mail Delivery** - Postal service will be required for this proposed subdivision. The post office has indicated they will be required to provide a location for a Central Box Unit (CBU). This area needs to provide enough space for the postal vehicle to safely pull off the road to deliver the mail. The applicant will work those details out with the USPS. **(Condition #5)**

3. Effect on the natural environment

The proposed subdivision should have minimal effect on the natural environment. There is housing to the west of the proposed subdivision and this land has been planned to have residential development on it for quite some time. During development, storm water pollution prevention best management practices are required to be used and monitored to prevent erosion on exposed ground. Overall, the effect on the natural environment should be minimal.

4. Effect on wildlife and wildlife habitat

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

5. Effect on the public health, safety and welfare

The subdivision should not negatively affect public health or safety. The subject property is not within a mapped floodway or flood zone. There are no obvious threats to public health, safety or welfare.

B. Was an Environmental Assessment required? [MCA 76-3-616 and BMCC 23-901]

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA and 23-901, BMCC.

C. Does the subdivision conform to the 2016 City of Billings Growth Policy , the 2018 Billings Urban Area Long Range Transportation Plan, and the Billings Area Bikeway and Trails Master Plan? [BMCC 23-303(H)(3)]

1. City of Billings 2016 Growth Policy

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

- a. **Essential Investments (relating public and private expenditures to public values):** Infill development and development near existing City infrastructure may be the most cost effective. (p.6) Neighborhoods that are safe and attractive and provide essential services are much desired (p. 7).
- b. **Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Neighborhoods that are safe and attractive and provide essential services are much desired (p.8). Implementation of the Infill Policy is important to encourage development of underutilized properties. (p.8)

2. 2018 Billings Urban Area Long Range Transportation Plan

The proposed subdivision adheres to the goals and objectives of the 2018 Transportation Plan and preserves the street network and street hierarchy specified within the plan.

3. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway and Trail Master Plan covers this area. The nearest trail goes along Annandale Road to the south of this proposed subdivision. No improvements will be required with this subdivision to meet the Trail Plan recommendations.

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

The proposed subdivision, with the proposed conditions, satisfies the requirements of the Montana Subdivision and Platting Act and conforms to the design standards specified in the local

subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

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

The subject property is located in Residential 9600 zoning. All development shall comply with the standards set forth in Section 27-309, BMCC. Final zoning compliance will be determined at the time of the building permit.

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

The plat does not provide easements for utilities. Those will be provided at a future time when the land is either re-subdivided or there is a proposed Master Site Plan.

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

Access to the subdivision are from Ditton Drive and from Lake Heights Drive.

CONCLUSIONS OF FINDING OF FACT

- The preliminary plat for Canal Vista Subdivision, does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several goals and policies of the 2016 Growth Policy, and does not conflict with the 2018 Transportation Plan or the Bikeway and Trail Master Plan.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

Approved by the Billings City Council, March 11, 2019

William A. Cole, Mayor

pc. WWC Engineering

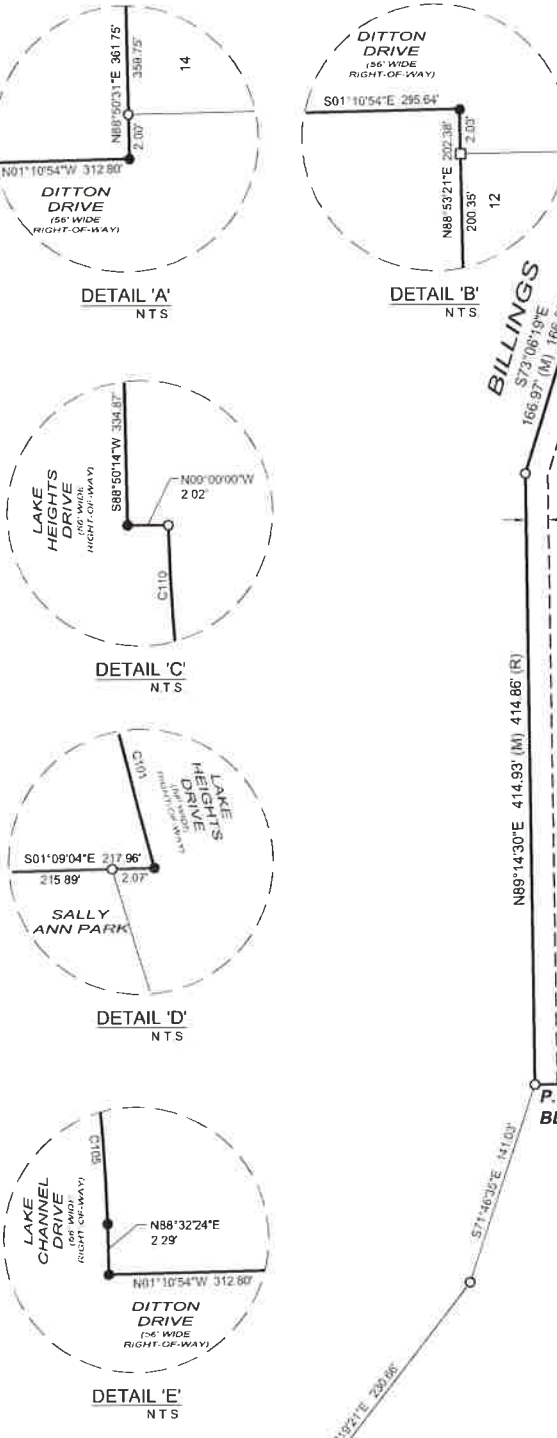
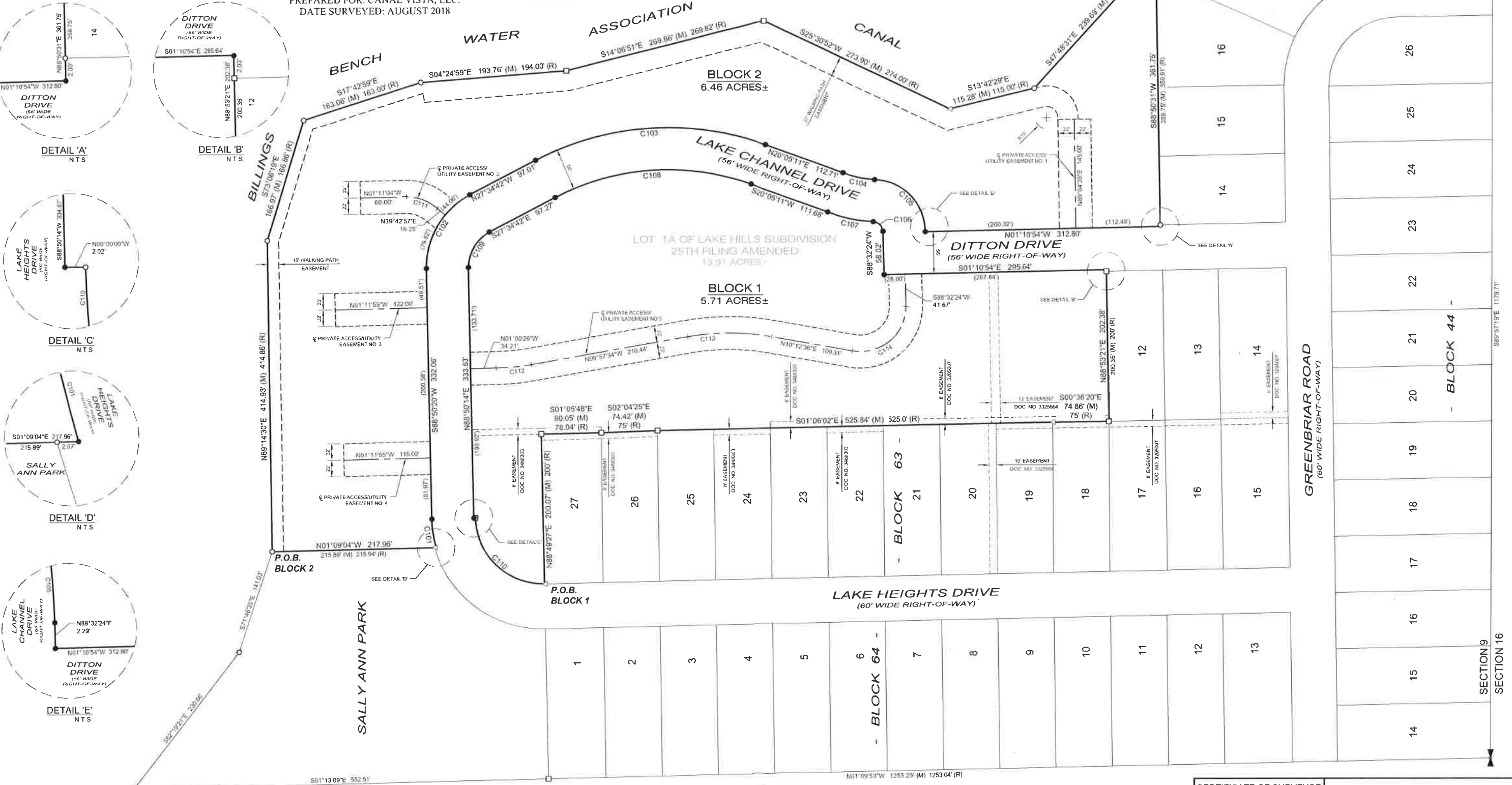
PRELIMINARY PLAT OF
CANAL VISTA SUBDIVISION

BEING LOT 1A OF
LAKE HILLS SUBDIVISION - TWENTY-FIFTH FILING AMENDED
WITHIN W1/2SE1/4 OF SECTION 9, T01N, R26E, P.M.M.
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: CANAL VISTA, LLC.
DATE SURVEYED: AUGUST 2018

CURVE TABLE					
CURVE NO	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C101	38.32'	148.00'	14°50'09"	S81°23'18"W	38.22'
C102	123.88'	110.00'	64°31'37"	N59°42'22"W	117.44'
C103	314.46'	378.00'	47°39'53"	N03°44'46"W	305.47'
C104	40.64'	112.00'	20°47'26"	N12°01'05"E	40.42'
C105	104.67'	69.00'	86°55'02"	N45°04'53"E	94.92'
C106	19.72'	13.00'	86°55'02"	S45°04'53"W	17.98'
C107	59.71'	168.00'	20°21'49"	S11°48'16"W	59.40'

CURVE TABLE					
CURVE NO	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C108	267.87'	322.00'	47°39'53"	S03°44'46"E	260.22'
C109	59.93'	54.00'	63°35'04"	S59°22'14"E	56.90'
C110	141.22'	90.00'	89°54'24"	N43°47'18"E	127.18'
C111	43.16'	60.00'	41°12'54"	N19°15'56"E	42.24'
C112	46.87'	300.00'	8°57'08"	N05°29'00"W	46.83'
C113	112.65'	320.00'	20°10'10"	N00°07'31"E	112.07'
C114	106.47'	60.00'	101°40'12"	N40°37'30"W	93.04'



LEGEND

- SET REBAR W/ ALUM CAP - LS 41531
- FOUND REBAR
- FOUND IRON PIPE
- △ FOUND REBAR W/ ALUM CAP - LS 41531
- (M) MEASURED DISTANCE THIS SURVEY
- (R) RECORD DISTANCE PER LAKE HILLS SUBDIVISION - TWENTY-FIFTH FILING DOCUMENT T NO. 688241 DATED 7/17/62

FOUND 1/4 SECTION CORNER

ADJACENT PROPERTY BOUNDARY

NEW BOUNDARY

ACCESS/UTILITY EASEMENT

DEDICATED THIS PLAT

WALKING PATH EASEMENT

DEDICATED THIS PLAT

PREVIOUS BOUNDARY

EXISTING EASEMENT

EASEMENT TIES

EXISTING EASEMENT GRANTED TO YELLOWSTONE VALLEY ELECTRIC CO-OPERATIVE AND MONTANA DAKOTA UTILITIES, QWEST AT&T CABLE DOCUMENT NO. 3205007 DATED 12/11/2002

EXISTING EASEMENT GRANTED TO CITY OF BILLINGS DOCUMENT NO. 3325664 DATED 3/16/2005

EXISTING EASEMENT GRANTED TO YELLOWSTONE VALLEY ELECTRIC CO-OPERATIVE AND MONTANA DAKOTA UTILITIES, QWEST COMMUNICATIONS, BRESNAN COMMUNICATIONS DOCUMENT NO. 3448303 DATED 12/04/2008

NOTES

1 BASIS OF BEARING: NAD83(2011) MONTANA STATE PLANE COORDINATE SYSTEM, GRID

2 DISTANCES: GROUND, INTERNATIONAL FOOT

SHEET 1 OF 3

1/4	SEC	TWP	RGE
9	01N	26E	

CERTIFICATE OF SURVEYOR

CANAL VISTA, LLC.

108/ 2015-147

WWCENGINEERING

REVISIONS

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PAUL A. HEINTZ PLS 41531

Date

SITE LAYOUT OF
CANAL VISTA SUBDIVISION

BEING LOT 1A OF
LAKE HILLS SUBDIVISION - TWENTY-FIFTH FILING AMENDED
WITHIN W1/2SE1/4 OF SECTION 9, T01N, R26E, P.M.M.
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: CANAL VISTA, LLC.
DATE SURVEYED: AUGUST 2018



LEGEND

●	SET REBAR W/ ALUM. CAP - LS 41531	—	FOUND 1/4 SECTION CORNER
○	FOUND REBAR - UNLESS NOTED OTHERWISE	—	ADJACENT PROPERTY BOUNDARY
□	FOUND IRON PIPE	—	NEW BOUNDARY
△	FOUND REBAR W/ ALUM. CAP - LS 41531	—	ACCESS/UTILITY EASEMENT
(M)	MEASURED DISTANCE THIS SURVEY	—	DEDICATED THIS PLAT
(R)	RECORD DISTANCE PER LAKE HILLS SUBDIVISION - TWENTY-FIFTH FILING DOCUMENT NO. 688241 DATED 7/17/62	—	WALKING PATH EASEMENT
		—	DEDICATED THIS PLAT
		—	PREVIOUS BOUNDARY
		—	EXISTING EASEMENT

EXISTING EASEMENT GRANTED TO YELLOWSTONE VALLEY ELECTRIC CO-OPERATIVE AND MONTANA DAKOTA UTILITIES, QWEST, AT&T CABLE DOCUMENT NO. 3205007 DATED 12/11/2002

EXISTING EASEMENT GRANTED TO CITY OF BILLINGS DOCUMENT NO. 3325664 DATED 3/16/2005

EXISTING EASEMENT GRANTED TO YELLOWSTONE VALLEY ELECTRIC CO-OPERATIVE AND MONTANA DAKOTA UTILITIES, QWEST COMMUNICATIONS, BRESNAN COMMUNICATIONS DOCUMENT NO. 3446303 DATED 12/24/2006

NOTES

1. BASIS OF BEARING: NAD83(2011) MONTANA STATE PLANE COORDINATE SYSTEM, GRID
2. DISTANCES: GROUND, INTERNATIONAL FOOT

SHEET 3 OF 3

1/4	SEC	TWP	RGE
1/4	9	01N	26E

CERTIFICATE OF SURVEYOR

CANAL VISTA, LLC.

DATE: 2018-10-17

PAUL A. HEINTZ, PLS 41531

DATE:

WVC ENGINEERING

SUBDIVISION IMPROVEMENTS AGREEMENT

Canal Vista Subdivision

This agreement is made and entered into this ____ day of _____, 20__, by and between **Canal Vista, LLC**, whose address for the purpose of this agreement is **1550 Poly Drive Billings, MT 59102**, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the Board of Planning recommended conditional approval of a preliminary plat of **Canal Vista Subdivision**; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the City Council conditionally approved a preliminary plat of **Canal Vista Subdivision**; and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to **Canal Vista Subdivision** upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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:

I. VARIANCES

- A. Subdivider has not requested any variances for the project.

II. CONDITIONS THAT RUN WITH THE LAND

- A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development.
- B. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- C. Lot owners should be aware that soil characteristics within the area of this subdivision,

as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.

- D.** No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- E.** There is attached hereto a Waiver waiving the right to protest the creation of the 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 owner specifically agree that they are waiving valuable rights and do so voluntarily.
- F.** Each owner of a completed pad shall be a member of the Canal Vista Subdivision Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of a pad. The Home Owners Association will be setup to maintain the permanent stormwater detention facilities and private infrastructure of the development.
- G.** The lowest finish floor elevation (which includes the garage) for all lots located on the upper side of the roadways shall be a minimum of 18-inches higher than the top of curb, measured from the highest location along the lot frontage. All lots located on the lower side of the roadway shall either have a finished floor elevation as described for properties above the roadway or shall have the entire sidewalk along the frontage of the pad slope downward to the top back of curb between 1% and 2%. Home builder and lot owner may find it necessary to raise the finish floor elevation of house, yard, or garage during on-site building design and/or during on-lot grading.
- H.** The stormwater runoff from individual lots shall be directed toward the public right-of-way wherever possible. However, due to the existing terrain of the subdivision this is not possible for every lot. Where run off from lots cannot be directed to public right-of-way because existing terrain is falling away from the public right of way, the stormwater runoff shall be directed to flow to the same location as it has historically. Home builder and lot owners shall consider the effect of potential off-lot run-on waters from lots uphill of the subject lot, and grade around the home to provide positive drainage away from the home. Home builder and lot owners must take necessary measures to protect the house from surface stormwater flows. Home sites shall allow, through on-site building design and on-lot grading, for stormwater to pass around each home site without negatively impacting adjacent home sites. The lowest openings on each home (window well, walk-out basement doors, etc.) are to be located outside the designated drainage paths. If this is not possible, the builder and home site owners must take necessary measures to protect these openings from inundating from surface water flows. In any case, the homebuilder shall allow enough

space between window wells and required separation to provide sufficient swales and proper storm water drainage away from window wells.

III. TRANSPORTATION

A. Streets

Lake Channel Drive, Lake Heights Drive, and Ditton Drive within the subdivision shall be public and shall be located within a 56-foot right-of-way, and have a street width of 34-foot back of curb to back of curb width. Passage Way within the subdivision shall be private and shall have a street width of 34-foot back of curb to back of curb width. Britz Canal Road, Panama Canal Road, Erie Canal Road, Ling Canal Road, and Arstein Canal Road within the subdivision shall be private and shall have a 24-foot back of curb to back of curb width. These internal access roads shall be built to grade with a satisfactory subbase, base course, drive over curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings site development ordinance, Subdivision Regulations, and Uniform Building Code.

B. Sidewalks

City and the Subdivider agree that the developer will install accessibility ramps at time of private contract construction. Individual unit owners will be responsible for the construction of the five-foot wide boulevard sidewalks adjacent to their unit at the time of residence construction. The City reserves the right to construct any missing sidewalk and assess the property owners three years after construction of the private contract.

C. Street Lighting

Construction or installation of street lights within the public rights-of-way shall not be required at this time. If street lights are installed, a maintenance district will be formed for future maintenance of the streetlights.

B. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devices adjacent to the subdivision. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction. All traffic control devices shall be subject to review and approval by the City Engineering office.

A traffic accessibility study has been completed for Canal Vista Subdivision. That study analyzed impacts to three intersections affected by additional traffic generated with the development of Canal Vista Subdivision. None of those intersections were noted for improvements.

C. Access

Access will be provided for the subdivision by continuation of Ditton Drive and Lake Heights Drive. Location of these accesses shall be subject to review and approval by the City Engineering office.

D. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway and Trail Master Plan does not identify the project area as part of proposed trails or bike paths.

E. Public Transit

No improvements with regard to public transit are anticipated at this time. The nearest access to the public transit system occurs at the intersection of St. Andrews Drive and Annandale Road.

IV. EMERGENCY SERVICE

Access is provided to this subdivision via Ditton Drive, Lake Channel Drive, and Lake Heights Drive. The City will provide emergency service. Fire hydrants shall be provided at each street intersection, and at intermediate locations where distances from hydrants exceed 500 feet. Appropriate turn arounds will be located on any street in excess of 150 feet that dead end.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings. At a minimum, the following is required

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* (Manual) and Section 23-706, BMCC, a stormwater management plan shall be submitted to and approved by the Engineering Division.

The Canal Vista Subdivision will be required to retain water per the Manual. Ponding of this water will be accomplished with one or a combination of the following options:

- Option 1:
 - Acquire additional property and construct stormwater ponds on the property. This additional property will be included in the project area to satisfy the zoning area requirements for unit numbers.
- Option 2:
 - Reduce the unit count of the project and construct a wet pond on the property, which will ultimately discharge to the Billings Bench Water Association. This pond

will be designed to include wetland areas and a supply line from the Billings Bench Water Association. The supply line will have a valve that may be closed in the winter months to prevent draining of the pond and opened in the summer months to allow discharge of stormwater.

- Option 3:
 - Reduce the unit count of the project and construct dry ponds to reach the required capacity on the property, which will ultimately discharge to the Billings Bench Water Association.

VI. UTILITIES

Water and sanitary sewer lines shall be sized and installed in conformance with the City design standards and specifications, and the rules and regulations of the City of Billings.

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Heights Water District and Public Works Department – Distribution and Collection Division. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications. The appropriate water and wastewater construction fees in effect shall be submitted with the applications.

It is acknowledged that the properties subject to this Subdivision Improvements Agreement shall be subject to the appropriate water and wastewater local and interior construction fees in effect at the time of payment. Fees shall be paid for the lots as applied for in the extension application and as per the first paragraph above.

The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality.

A. Water

The subdivision will be served by making connections to existing water main stubs located in Lake Heights Drive and Ditton Drive. The existing water main in these streets is an 8-inch diameter main and is a part of the Heights Water District water distribution system. A new 8-inch water main will be installed in the local interior public streets. The water main within the subdivision will make a looped connection. Fire hydrants will be provided at all appropriate locations and will be subject to approval by the City of Billings Fire Department. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. Water service locations and meters will be as approved by the Heights Water District. All water construction improvements shall be installed in conformance with the design standards, specifications and rules and regulations of the Heights Water District and Montana Department of Environmental Quality, and will be approved by the Heights Water District.

B. Sanitary Sewer

The subdivision will be served by one connection to an existing 8-inch sanitary sewer main located at the end of Ditton Drive. The sanitary sewer located within the subdivision will consist of an 8-inch sanitary sewer main. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution, and Collection Division.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be placed in designated easements outside of the right-of-way, where possible, and shall be installed underground prior to surface improvements. The location of all such facilities shall be subject to approval of the City Engineer. The width of the utility easements shall be included on the subdivision plat.

VII. PARKS/OPEN SPACE

Parkland dedication for the Lake Hills Subdivision 25th Filing was completed previously and is not being adjusted by this project.

VIII. IRRIGATION

The Billings Bench Water Association (BBWA) main canal is located adjacent to the Canal Vista Subdivision. The main canal has eroded its way eastward, which will require realignment by the BBWA prior to completion of the project. The realigned portion of the canal will have bank protection installed to prevent continual erosion upon realignment. Best Management Practices will be in place during construction to mitigate offsite runoff into the canal.

Canal Vista, LLC proposes to acquire excess water shares from the BBWA which will be used to set up a community irrigation system for the project area. The community irrigation system will have the pumping unit, connection to the BBWA, power supply to the pumping unit, and primary supply lines in the Canal Vista Subdivision constructed during construction of public roadways and utilities. Individual irrigation supply lines will be constructed by the HOA and their maintenance contractor following construction of residences.

IX. SOILS/GEOTECHNICAL STUDY

The Subdivider contracted with DOWL HKM in 2007 to complete a geotechnical analysis of the property. The following are preliminary recommendations from this study:

- Topsoil, fill and any deleterious material should be stripped from all structural areas.
- Soils placed as fill should be moisture conditioned within 3 percent of optimum moisture for compaction and compacted to a minimum of 95 percent of maximum dry density per ASTM D698.
- Fine grained soils anticipated at footing and slab subgrade elevations of the proposed buildings have the potential for excessive movement. Owner/builder should review

geotechnical reports and recommendations prior to foundation construction.

- Street subgrade, utility trenches, and flatwork should be moisture conditioned within 3 percent of optimum moisture and compacted to 95 percent of maximum dry density per ASTM D698
- Bedrock was not encountered during the site work, but shale bedrock is expected to be from 10 to 20 feet below ground surface. The shale is likely weak, thinly bedded and easily excavated. The decomposed nature of the shale indicates that it may be susceptible to swell.
- Shallow groundwater conditions were observed in areas adjoining ponds and the BBWA irrigation canal. Foundations and earth supported slabs should be limited to depths of 3 feet or more above seasonal high groundwater depths.
- Downspouts with 6-foot extensions should be used. Positive drainage away from all foundations should have 6 inches of fall in the first 10 feet away from the foundations. If sufficient room is not available to construct the 10-foot slope, drainage swales should be constructed as far from the foundations as possible.

X. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a special improvement district or private contracts secured by letters 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 special improvement district or private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

XI. LEGAL PROVISIONS

- A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the City of Billings.
- B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.
- C. The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.
- D. 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.
- E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.
- F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its

obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

“SUBDIVIDER”

Canal Vista, LLC

By: _____

Its: _____

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____ of **Canal Vista, LLC**, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

This agreement is hereby approved and accepted by the City of Billings, this _____ day of _____, 20____.

“CITY”
CITY OF BILLINGS
MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this____day of_____, 20____, before me, a Notary Public in and 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 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
Printed Name: _____
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 date 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:

Canal Vista Subdivision

Signed and dated this ____ day of _____, 20__.

Canal Vista, LLC/Owner

By: _____

Its: _____

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be **Canal Vista, LLC/** _____, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

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

Notary Public in and for the State of Montana

Printed name: _____

Residing in Billings, Montana

My commission expires: _____



CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 687-8296
FAX (406) 657-8390

March 11, 2019

Canal Vista LLC
2519 Sunnyview Lane
Billings, MT 59102

Dear Applicant:

On March 11, 2019, the Billings City Council conditionally approved the preliminary plat of Canal Vista Subdivision, subject to the following conditions of approval:

1. To provide the required access easement for the BBWA and its canal along the east edge of the proposed subdivision, prior to final plat approval the applicant will coordinate the required easement width with the BBWA and show it on the face of the plat. Also, to address safety concerns, the potential for household debris to enter the canal, and the unauthorized use of water from the BBWA canal, the applicant will include language in the SIA under Conditions that Run With the Land notifying future property owners of these concerns. The HOA documents will also reflect the need to keep debris out of the ditch and warn against the unauthorized use of water from the canal.
2. To protect public health and safety and provide for private utilities to the proposed subdivision, prior to final plat approval the applicant will coordinate with the private utility companies to determine if there is a need for easements and where they are required to be placed. Those easements shall be shown on the face of the final plat.
3. To protect public health and safety and to ensure approved storm water systems are in place, prior to final plat approval the applicant will coordinate proposed storm water systems with City of Billings Engineering to determine what type of system will work best. It will be required to meet the specifications of City of Billings Storm Water Management Manual and be install as approved by City of Billings Engineering.
4. To protect public health and safety and ensure correct installation of roads within the subdivision, prior to final plat approval the applicant will have all proposed street and sidewalk installation approved by City of Billings Engineering and the timing of those improvements approved by the City of Billings Engineering.
5. To provide for the safe delivery of mail to the subdivision, prior to final plat approval the applicant will provide a letter from the USPS to show they have coordinated with the USPS provided the correct and safe mail delivery system.
6. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
7. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, policies, and resolutions of the City of Billings, and the laws and



CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

*P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 687-8296
FAX (406) 657-8390*

Administrative Rules of the State of Montana.

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

Sincerely,

William A. Cole, Mayor

Pc: WWC Engineering

Regular City Council Meeting

Meeting Date: 03/11/2019

TITLE: O'Malley Farms - Final Minor Plat

PRESENTED BY: Wyeth Friday

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

On December 12, 2018, Craig Dalton, agent for Big Sky Endeavors, LLC, applied for Final Minor plat approval for O'Malley Farms Subdivision. The proposed subdivision creates three lots from one residential lot. The subject property is generally located on the southwest corner of the intersection of O'Malley Drive and Virginia Lane. This parcel is zoned Residential 9600 and there is currently one single-family dwelling on the property. Staff has reviewed the application and determined that the proposed plat has met all the conditions of approval and is forwarding a recommendation of final approval to the City Council. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

ALTERNATIVES ANALYZED

The City Council may approve or disapprove the final plat of O'Malley Subdivision. If the City Council chooses to deny the final plat, it must base the denial on the criteria outlined in Section 76-3-611, MCA, and Section 23-307, BMCC.

FINANCIAL IMPACT

Should the City Council approve the final plat, the subject property may be developed for three lots with single-family development and may be further improved under private ownership, resulting in additional tax revenues for the City. Additional service impact would be very limited given this three-lot, infill property.

RECOMMENDATION

Staff recommends the City Council approve the final plat of O'Malley Subdivision.

APPROVED BY CITY ADMINISTRATOR

Attachments

SIA
Plat

SUBDIVISION IMPROVEMENTS AGREEMENT
O'Malley Farms Subdivision
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City of Billings

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SUBDIVISION IMPROVEMENTS AGREEMENT

O'Malley Farms Subdivision

This agreement is made and entered into this ____ day of _____, 20__, by and between *BIG SKY ENDEAVORS, LLC* whose address for the purpose of this agreement is 2222 Virginia Lane; Billings, MT 59102, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of *O'Malley Farms Subdivision*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the City Council conditionally approved a preliminary plat of *O'Malley Farms Subdivision*; and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to *O'Malley Farms Subdivision* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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:

I. VARIANCES

1. No variances are being requested by the Subdivider.

II. CONDITIONS THAT RUN WITH THE LAND

- A.** Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development.
- B.** Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction. Currently all permitted structures within city limits are required by the City of Billings to obtain and follow a geotechnical report prior to construction.

- C.** Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners may need to protect young landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- D.** No water shares have been transferred to the individual lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners unless otherwise noted herein.
- E.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts (SID) 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 Owner specifically agree that they are waiving valuable rights and do so voluntarily.
- F.** The Subdivider and subsequent contractors/builders acknowledge that a Stormwater Pollution and Prevention Plan (SWPPP) may be required to be filed with the City and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.
- G.** Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

III. TRANSPORTATION

A. Streets

- 30 feet of Right-of-Way shall be dedicated to the City for Virginia Lane. Right-of-way along the Oak Street frontage shall be dedicated to the City in order to create a 50-foot right-of-way.
- The street widening of O'Malley Drive and Oak Street are not required at this time. Street widening is included in the Waiver of Right to Protest.
- The Subdivider will execute a private contract to construct the road improvements along O'Malley Drive and Oak Street adjacent to the Subdivision. These road improvements shall include the installation of ribbon curb along the east edge of Oak Street and the south edge of O'Malley Drive bordering the subdivision.
- No other off-site street improvements will be required by the Subdivider.

B. Sidewalks

- The Subdivider will install, within the private contract, corner intersection handicap ramps and aprons. Subdivider will grade all street frontages for sidewalk finished grades.
- Individual lot owners will be responsible for the construction of the sidewalks within the public right-of-way adjacent to their lot at the time of lot development and shall be included in each building permit. Sidewalks shall be 5-foot wide with a 7-foot boulevard planting strip along Oak St. and a 9-foot boulevard planting strip along O'Malley Dr. between the sidewalk and the curb.

C. Street Lighting

- No street lighting is proposed for the development; however street lighting is included in the waiver of right to protest.

D. Traffic Control Devices

- The Subdivider shall furnish and install street name signs for streets within the subdivision or located immediately adjacent thereto in accordance with the specifications of the City of Billings Public Works and Fire Department.
- No traffic signals are required within this subdivision.

- The Subdivider shall furnish and install all necessary traffic control devices in accordance with the Manual of Uniform Traffic Control Devices and approved by the City of Billings Public Works Department. Access
- Driveway access to Lot 1 will be off either Oak Street or O'Malley Drive
- Driveway access to Lot 2 will be off O'Malley Drive
- Driveway access to Lot 3 will be off either O'Malley Drive or Virginia Lane

E. Billings Area Bikeway and Trails Master Plan (BABTMP)

- This subdivision is located within the jurisdictional area of the BABTMP. There is a proposed short-range bike lane for Virginia Lane. No improvements are required at this time for the subdivision.

F. Public Transit

- This subdivision does not require improvements to ensure public transit service. The nearest transit stop is at the intersection of Virginia Lane and Parkhill Drive.

IV. EMERGENCY SERVICES

The Billings Fire Department currently provides fire protection services for the subdivision.

At the time of future lot development construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrant(s) in place to meet fire suppression requirements. Prior to issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads, and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along an approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for apparatus access and water supply.

V. STORM DRAINAGE

A complete stormwater management plan shall be submitted to the City Engineering Division for review and approval at the time of development. The storm drainage system shall utilize the subdivision's boulevards for storm runoff detention. Curb and gutter and subsurface storm facilities may be installed at a later date by way of an SID and are included in the waiver of protest.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the City of Billings Public Works Department – Engineering Division. The extension of/connection to water mains and sanitary sewers is subject to the approval conditions of the applications. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any plans and specifications. The appropriate water and wastewater construction fees and franchise fee in effect shall be submitted with the applications.

The Subdivider/Owner acknowledges that the subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made or when a building permit is issued for new construction.

It is acknowledged that all fees stated above are subject to the Franchise Fee in effect at the time of payment.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality.

A. Water

The subdivision will be served by an existing 12-inch water main located in Oak Street and O'Malley Drive.

B. Sanitary Sewer

The subdivision will be served by sewer services that run in the 10-foot utility easement along the southern boundary line and tie into an existing 8-inch sewer main located in Oak Street.

C. Power, Telephone, Gas, and Cable Television

Private utility facilities currently exist to serve the subdivision. Power, natural gas, telephone, and cable will all be located within the right-of-way and utility easements shown on the plat.

VII. PARKS/OPEN SPACE

There is no parkland requirement for proposed *O'Malley Farms Subdivision*, as this is a minor subdivision [MCA 76-3-621(3)(e)].

VIII. IRRIGATION

Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners unless otherwise noted herein.

IX. SOILS/GEOTECHNICAL STUDY

A soils/geotechnical study has been performed for the subdivision. The report dated June 26, 2018 is available for review at the City of Billings Planning Department. Lot owners and contractors/builders are encouraged to review the report and its recommendations.

X. PHASING IMPROVEMENTS

There are no intended phasing improvements.

XI. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a private contract secured by letters 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 Manager.

XII. LEGAL PROVISIONS

- A.** Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the City of Billings.
- B.** The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.
- C.** The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.
- D.** 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.

- E.** Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.
- F.** Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

“SUBDIVIDER”

Big Sky Endeavors, LLC

By: _____

Title: _____

STATE OF MONTANA)
 : ss
County of)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____ of *Big Sky Endeavors, LLC*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

This agreement is hereby approved and accepted by the City of Billings, this ____ day of _____, 20__.

“CITY”
CITY OF BILLINGS
MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and 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 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
Printed Name: _____
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:

O'Malley Farms Subdivision

Signed and dated this ____ day of _____, 20__.

Big Sky Endeavors, LLC

By: _____

Title: _____

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____ of *Big Sky Endeavors, LLC*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

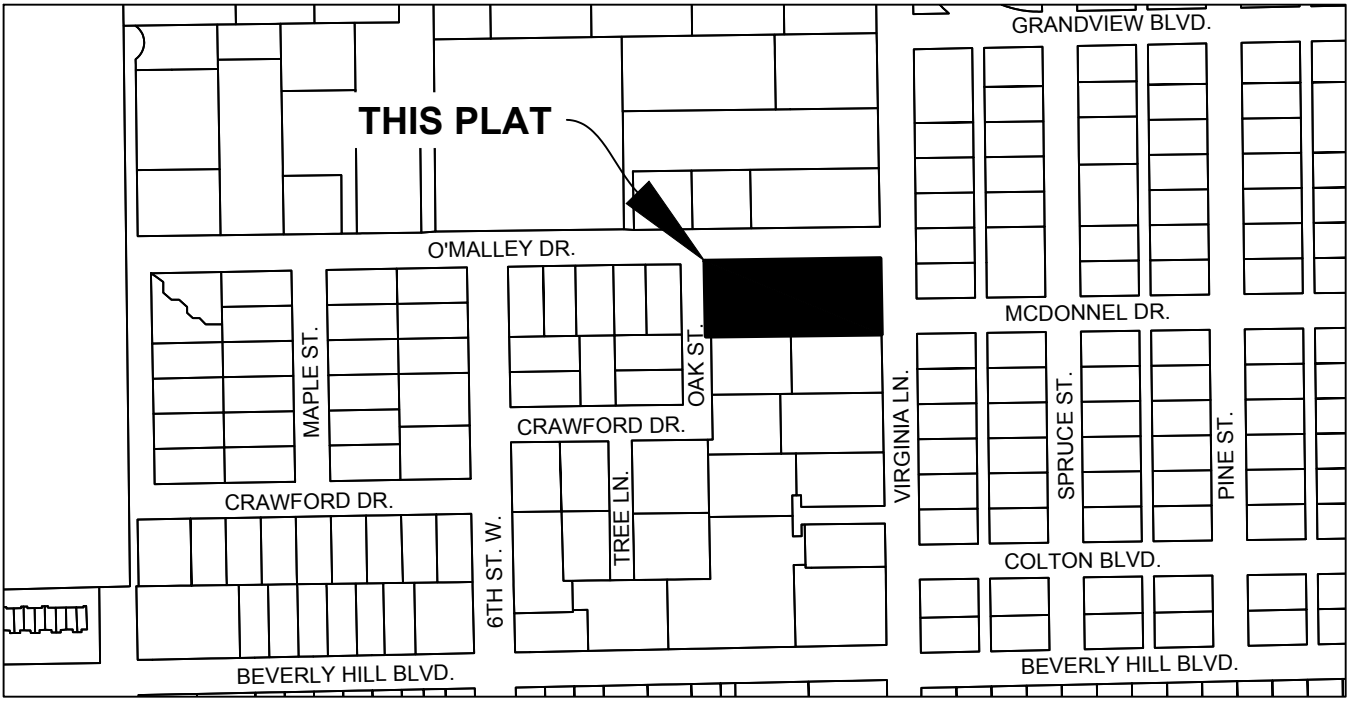
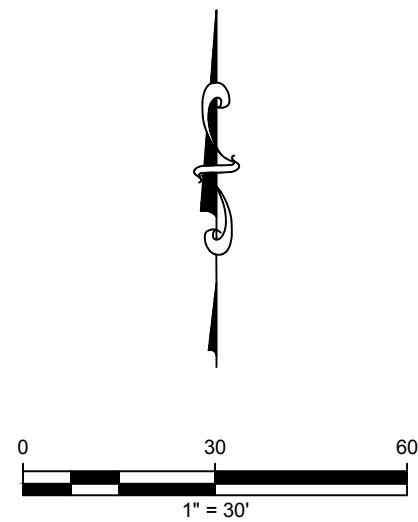
C:\Users\JoelS\Dropbox (PEC Billings)\PEC Billings Team Folder\Big Sky Endeavors\2018-025 Virginia-O'Malley Sub\CADD\DWG\Plats\Final\18-025 VO Final Plat.dwg 1/6/2019 4:28:39 PM PELU31ANJAKU BW L1 B

PLAT OF
O'MALLEY FARMS SUBDIVISION

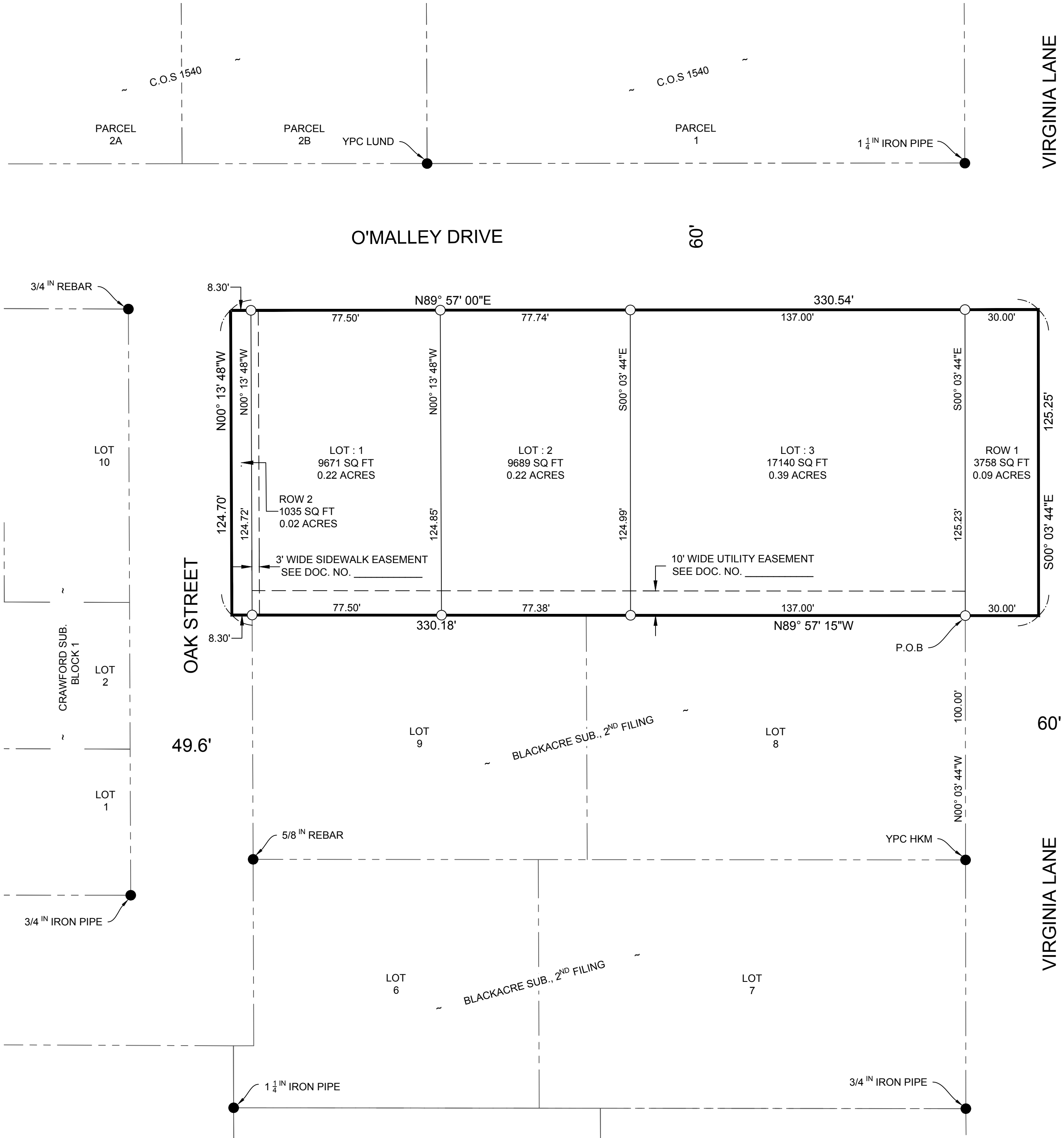
BEING AN UNPLATTED TRACT OF LAND LOCATED IN THE NE $\frac{1}{4}$ OF SECTION 31, T. 01 N., R. 26 E., P.M.M.,
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: BIG SKY ENDEAVORS, LLC
PREPARED BY: PERFORMANCE ENGINEERING, LLC

TOTAL AREA OF SUBDIVISION = ±0.94 ACRES
JANUARY 2019



VICINITY MAP
NOT TO SCALE



LEGEND

- = FOUND MONUMENT, AS DESCRIBED
- = SET $\frac{5}{8}$ " X 18" RB W/ PEC YPC, UNLESS OTHERWISE NOTED
- = SUBDIVISION BOUNDARY
- = LOT BOUNDARY
- - - - - = EXISTING LOT BOUNDARY

BASIS OF BEARINGS

Bearings shown on this survey are derived from a low distortion Lambert Conformal Conic single parallel projection with parameters as follows:

Latitude of origin: 45° 47' 00" N
Longitude of origin: 108° 25' 00" W
Mapping scale factor: 1.0001518

Grid distances shown hereon are - for practical purposes
- equal to ground distances.

DECLARATION OF UTILITY EASEMENT
Document No. _____

DECLARATION OF SIDEWALK EASEMENT
Document No. _____

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
County of _____)

KNOW ALL BY THESE PRESENTS: That the undersigned owners of the following described tract of land, do hereby certify that they have caused to be surveyed, subdivided and platted into lots and streets as shown on the annexed plat, said tract being that part of the NE $\frac{1}{4}$ of Section 31, Township 1 North, Range 26 East, P.M.M., City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows:

Beginning at the southeast corner of Lot 8 of Blackacre Subdivision, 2nd Filing, Document No. 754532, thence North 00°03'44" West a distance of 100.00 feet to the northeast corner of said Lot 8, the true Point of Beginning; Thence North 89°57'15" West a distance of 300.18 feet along the North line of said Blackacre Subdivision, Second Filing; thence North 00°13'48" West a distance of 124.70 feet; thence North 89°57'00" East a distance of 330.54 feet; thence South 00°03'44" East a distance of 125.25 feet; thence North 89°57'15" West a distance of 30.00 feet, ending at the true Point of Beginning, containing a gross area of 0.94 acres, and a net area of 0.83 acres, more or less.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of lines over, under and across the areas designated on the plat as Utility Easement to have and hold forever. Said tract to be known and designated as O'MALLEY FARMS SUBDIVISION, and the lands included in all right-of-ways (ROW) as shown on the annexed plat are hereby granted and donated to the use of the public forever.

Pursuant to 76-3-621 (3) (e) M.C.A, the subdivision is a first minor subdivision, and there is no parkland dedication.

Big Sky Endeavors, LLC,

Jamey Eisenbarth, Representative

STATE OF MONTANA)
County of _____)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared *Jamey Eisenbarth*, known to me to be a representative of Big Sky Endeavors, LLC, known to me to be the persons who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

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

NOTICE OF APPROVAL

STATE OF MONTANA)
County of Yellowstone)

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

Date _____ President _____

Executive Secretary

CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the City Attorney and it is acceptable as to form:

Dated this ____ day of _____, 20____.

Reviewed by _____

CERTIFICATE OF SURVEYOR

I, the undersigned Mark W. Kadrmas, Registered Land Surveyor, do hereby certify that this survey was done under my direct supervision and the accompanying Certificate of Survey was prepared in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76-3-101 through 76-3-625 MCA.

Dated this ____ day of _____, 20____.

Mark W. Kadrmas, PLS 51414LS

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and forgoing plat for errors and omissions in computations and drafting.

Dated this ____ day of _____, 20____.

Examining Land Surveyor

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that I have examined the annexed plat and find that it conforms with Section 76-4-125(2)(d) MCA removing sanitary restrictions since said plat is inside a master planning area and is provided with municipal facilities for the supply of water and disposal of sewage and solid waste.

Dated this ____ day of _____, 20____.

City Engineer's Office

CERTIFICATE OF CITY COUNCIL APPROVAL

The City Council of the City of Billings, Yellowstone County, Montana, does hereby certify that the accompanying plat for O'MALLEY FARMS SUBDIVISION has been duly examined and have found the same to conform to the laws of the State of Montana, and the requirements of the Yellowstone County Board of Platting. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are hereby accepted.

Dated this ____ day of _____, 20____.

CITY OF BILLINGS, MONTANA

BY: _____
Mayor

ATTEST: _____
City Clerk

CERTIFICATE OF COUNTY TREASURER

I hereby certify, pursuant to Section 76-3-611 MCA, that the accompanying plat has been duly examined and that all real property taxes and special assessments assessed and levied on the land have been paid.

Dated this ____ day of _____, 20____.

Yellowstone County Treasurer

7100 COMMERCIAL AVE., SUITE 4
BILLINGS, MT 59101
OFFICE - 406-384-0080
www.performance-ec.com



DRAWN BY: JAS CHECKED BY: MWK DATE: JAN. 2019

SHEET

1 OF 1

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Regular City Council Meeting

Meeting Date: 03/11/2019

TITLE: Payment of Claims February 11, 2019

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,111,370.45 have been audited and are presented for City Council payment approval. A complete listing of the claims dated February 11, 2019, 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 Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

councilmemo_021119

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/11/2019	820835	A-1 Landscaping & Nursery	Parking	\$ 1,847.50	Snow Removal for Park 3 Garage.
02/11/2019	820835	A-1 Landscaping & Nursery	Parking	\$ 4,275.00	Snow Removal for Park 2 Garage.
02/11/2019	820835	A-1 Landscaping & Nursery	Parking	\$ 3,337.50	Snow Removal for Park 1 Garage.
02/11/2019	820835	A-1 Landscaping & Nursery	Library	\$ 425.00	Invoice 1036 Snow management - January 2019
02/11/2019	820835	A-1 Landscaping & Nursery	CDBG	\$ 850.00	Invoice #1038 January Snow Removal
02/11/2019	820835	A-1 Landscaping & Nursery	Urban Renewal Prop	\$ 1,750.00	Invoice #1038 January Snow Removal
02/11/2019	820835	A-1 Landscaping & Nursery	Parking	\$ 3,925.00	Snow Removal for Skate Park, North & South Lot, Library
02/11/2019	820836	Ace Electric Inc	Solid Waste	\$ 85,760.54	WO 18-17 Solid Waste CNG Backup Compressor/4
02/11/2019	820841	Archie Cochrane	Water	\$ 179.22	5259186
02/11/2019	820841	Archie Cochrane	Fleet	\$ 74.80	5270082 PO NUM 307552
02/11/2019	820841	Archie Cochrane	Public Safety	\$ 1,248.89	5270457
02/11/2019	820841	Archie Cochrane	Transit	\$ 49.37	5272469
02/11/2019	820841	Archie Cochrane	Public Safety	\$ (17.45)	717946CR
02/11/2019	820841	Archie Cochrane	Public Safety	\$ 276.92	5270082
02/11/2019	820841	Archie Cochrane	Fleet	\$ 11.80	5270185 PO NUM 307552
02/11/2019	820841	Archie Cochrane	Public Safety	\$ 276.92	5270553
02/11/2019	820841	Archie Cochrane	Public Safety	\$ 122.12	5264468
02/11/2019	820841	Archie Cochrane	Fleet	\$ 25.42	5270082 PO NUM 307552
02/11/2019	820841	Archie Cochrane	Public Safety	\$ 455.81	5270469
02/11/2019	820841	Archie Cochrane	Public Safety	\$ 368.29	5270683
02/11/2019	820841	Archie Cochrane	Public Safety	\$ 39.60	730482
02/11/2019	820841	Archie Cochrane	Public Safety	\$ 277.40	5270766
02/11/2019	820841	Archie Cochrane	Public Safety	\$ 139.99	730499
02/11/2019	820841	Archie Cochrane	Public Safety	\$ 36.00	5270732
02/11/2019	820841	Archie Cochrane	Public Safety	\$ 276.92	5271290
02/11/2019	820841	Archie Cochrane	Public Safety	\$ 147.10	5271292
02/11/2019	820841	Archie Cochrane	Public Safety	\$ 276.92	5271288
02/11/2019	820841	Archie Cochrane	Public Safety	\$ 4.42	5270901
02/11/2019	820841	Archie Cochrane	Public Safety	\$ 110.64	5270833
02/11/2019	820841	Archie Cochrane	Public Safety	\$ 362.93	5270767
02/11/2019	820859	Chicago Title of Montana	CDBG	\$ 15,000.00	FTHB Veronica Romero 1137 Megan Circle
02/11/2019	820862	Community Solutions Inc	Municipal Court Grants	\$ 500.00	19 Jan CSI Home Visits
02/11/2019	820862	Community Solutions Inc	Municipal Court Grants	\$ 500.00	19 Jan. CSI Home Visits BAMTC
02/11/2019	820862	Community Solutions Inc	Municipal Court Grants	\$ 1,840.00	19 Jan. CSI EtG's
02/11/2019	820867	Creative Monograms	Wastewater	\$ 32.50	WINTER CLOTHING
02/11/2019	820867	Creative Monograms	Wastewater	\$ 130.00	WINTER CLOTHING
02/11/2019	820867	Creative Monograms	Water	\$ 324.00	WINTER CLOTHING
02/11/2019	820867	Creative Monograms	Wastewater	\$ 609.60	WINTER CLOTHING
02/11/2019	820867	Creative Monograms	Water	\$ 32.50	WINTER CLOTHING
02/11/2019	820867	Creative Monograms	Water	\$ 624.00	WINTER CLOTHING
02/11/2019	820867	Creative Monograms	Wastewater	\$ 665.00	WINTER CLOTHING

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/11/2019	820867	Creative Monograms	Water	\$ 888.00	WINTER CLOTHING
02/11/2019	820867	Creative Monograms	Water	\$ 914.40	WINTER CLOTHING
02/11/2019	820870	Dana Safety Supply Inc	Public Safety	\$ 486.00	552115
02/11/2019	820870	Dana Safety Supply Inc	Public Safety	\$ 14.01	552531
02/11/2019	820870	Dana Safety Supply Inc	Public Safety	\$ 30.44	552115
02/11/2019	820870	Dana Safety Supply Inc	Public Safety	\$ 2,175.00	553647
02/11/2019	820870	Dana Safety Supply Inc	Public Safety	\$ 3,287.00	552561
02/11/2019	820874	Desert Mountain Corp	Street/Traffic Oper	\$ 4,428.76	ice slicer used to melt snow on streets
02/11/2019	820874	Desert Mountain Corp	Street/Traffic Oper	\$ 4,534.90	ice slicer used to melt snow on streets
02/11/2019	820874	Desert Mountain Corp	Street/Traffic Oper	\$ 4,428.47	ice slicer used to melt snow on streets
02/11/2019	820874	Desert Mountain Corp	Street/Traffic Oper	\$ 4,588.34	ice slicer used to melt snow on streets
02/11/2019	820879	Downtown Billings BID	General	\$ 6,250.00	FY19 2nd Quarter, Downtown Resource Outreach Coordinator
02/11/2019	820879	Downtown Billings BID	Parks Maintenance	\$ 2,500.00	BID contract for services FY2019 quarter 2 PM districts
02/11/2019	820879	Downtown Billings BID	Parks Maintenance	\$ 2,500.00	BID contract for services FY2019 quarter 2 PM districts
02/11/2019	820880	Duval Ford LLC	Capital Replacement	\$ 165,198.00	Order for 4 dark blue and 2 gray 2019 Police Interceptor Sedan's.
02/11/2019	820880	Duval Ford LLC	Public Safety	\$ -	Order for 1 White Police Interceptor Sport Utility Vehicle - Fire Department.
02/11/2019	820880	Duval Ford LLC	Public Safety	\$ -	Order for 1 White Police Interceptor Sport Utility Vehicles for Fire Department.
02/11/2019	820880	Duval Ford LLC	Capital Replacement	\$ 95,118.00	Order for 3 Dark Gray Police Sport Utility Vehicles.
02/11/2019	820889	First Montana Title Co	CDBG	\$ 15,000.00	FTHB Robin Buckley 605 Broadwater Avenue
02/11/2019	820894	Granite Peak Pump	General	\$ 4,086.55	Pump parts
02/11/2019	820895	Graybar Electric	Airport	\$ 4,964.00	Bag Makeup LED's
02/11/2019	820895	Graybar Electric	Public Safety	\$ 82.39	9307968624
02/11/2019	820899	HDR, Inc.	Solid Waste	\$ 68,246.03	Landfill Drop-off Facility; 1200168065/18
02/11/2019	820899	HDR, Inc.	Solid Waste	\$ 75,000.00	Landfill Drop-off Facility; WO1712 RetRel 1 HDR
02/11/2019	820906	ICOR Technology Inc	Police Programs	\$ 54,540.00	Accessory equipment for existing Bomb robot.
02/11/2019	820910	Ingram Library Services	Library	\$ 14.99	38222118
02/11/2019	820910	Ingram Library Services	Library	\$ 16.51	38295835
02/11/2019	820910	Ingram Library Services	Library	\$ 15.92	38295834
02/11/2019	820910	Ingram Library Services	Library	\$ 9.57	38295836
02/11/2019	820910	Ingram Library Services	Library	\$ 149.53	38295837
02/11/2019	820910	Ingram Library Services	Library	\$ 360.88	38295837
02/11/2019	820910	Ingram Library Services	Library	\$ 10.71	38295837
02/11/2019	820910	Ingram Library Services	Library	\$ 19.18	38295837
02/11/2019	820910	Ingram Library Services	Library	\$ 22.00	38295837
02/11/2019	820910	Ingram Library Services	Library	\$ 20.70	38295837
02/11/2019	820910	Ingram Library Services	Library	\$ 26.68	38295838
02/11/2019	820910	Ingram Library Services	Library	\$ 31.49	38305120
02/11/2019	820910	Ingram Library Services	Library	\$ 74.92	38305121

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/11/2019	820910	Ingram Library Services	Library	\$ 162.97	38305121
02/11/2019	820910	Ingram Library Services	Library	\$ 5.49	38305121
02/11/2019	820910	Ingram Library Services	Library	\$ 119.94	38305121
02/11/2019	820910	Ingram Library Services	Library	\$ 48.63	38305121
02/11/2019	820910	Ingram Library Services	Library	\$ 26.71	38305121
02/11/2019	820910	Ingram Library Services	Library	\$ 14.99	38305122
02/11/2019	820910	Ingram Library Services	Library	\$ 8.39	38305123
02/11/2019	820910	Ingram Library Services	Library	\$ 37.39	38308372
02/11/2019	820910	Ingram Library Services	Library	\$ 11.45	38308372
02/11/2019	820910	Ingram Library Services	Library	\$ 60.11	38308372
02/11/2019	820910	Ingram Library Services	Library	\$ 175.14	38343365
02/11/2019	820910	Ingram Library Services	Library	\$ 7.80	38313364
02/11/2019	820910	Ingram Library Services	Library	\$ 15.93	38343363
02/11/2019	820910	Ingram Library Services	Library	\$ 15.93	38343362
02/11/2019	820910	Ingram Library Services	Library	\$ 20.65	38343360
02/11/2019	820910	Ingram Library Services	Library	\$ 14.72	38343360
02/11/2019	820910	Ingram Library Services	Library	\$ 15.60	38343360
02/11/2019	820910	Ingram Library Services	Library	\$ 59.58	38343359
02/11/2019	820910	Ingram Library Services	Library	\$ 10.02	38343359
02/11/2019	820910	Ingram Library Services	Library	\$ 31.85	38534537
02/11/2019	820910	Ingram Library Services	Library	\$ 47.41	38544652
02/11/2019	820910	Ingram Library Services	Library	\$ 10.17	38420630
02/11/2019	820910	Ingram Library Services	Library	\$ 394.99	38509927
02/11/2019	820910	Ingram Library Services	Library	\$ 24.83	38443116
02/11/2019	820910	Ingram Library Services	Library	\$ 45.03	38443116
02/11/2019	820910	Ingram Library Services	Library	\$ 11.03	38443116
02/11/2019	820910	Ingram Library Services	Library	\$ 21.99	38420632
02/11/2019	820910	Ingram Library Services	Library	\$ 15.92	38420632
02/11/2019	820910	Ingram Library Services	Library	\$ 158.30	38420631
02/11/2019	820910	Ingram Library Services	Library	\$ 685.55	38420631
02/11/2019	820910	Ingram Library Services	Library	\$ 259.57	38420631
02/11/2019	820910	Ingram Library Services	Library	\$ 161.77	38420631
02/11/2019	820910	Ingram Library Services	Library	\$ 19.20	38420631
02/11/2019	820910	Ingram Library Services	Library	\$ 57.93	38420627
02/11/2019	820910	Ingram Library Services	Library	\$ 15.92	38420629
02/11/2019	820910	Ingram Library Services	Library	\$ 46.58	38420628
02/11/2019	820910	Ingram Library Services	Library	\$ 38.35	38420628
02/11/2019	820910	Ingram Library Services	Library	\$ 39.51	38305124
02/11/2019	820910	Ingram Library Services	Library	\$ 15.93	38420626
02/11/2019	820910	Ingram Library Services	Library	\$ 8.39	38420625
02/11/2019	820910	Ingram Library Services	Library	\$ 16.49	38420624

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/11/2019	820910	Ingram Library Services	Library	\$ 14.72	38420624
02/11/2019	820910	Ingram Library Services	Library	\$ 10.19	38420623
02/11/2019	820910	Ingram Library Services	Library	\$ 32.66	38420623
02/11/2019	820910	Ingram Library Services	Library	\$ 5.98	38420623
02/11/2019	820910	Ingram Library Services	Library	\$ 16.51	38420622
02/11/2019	820910	Ingram Library Services	Library	\$ 10.20	38420622
02/11/2019	820910	Ingram Library Services	Library	\$ 16.52	38343366
02/11/2019	820910	Ingram Library Services	Library	\$ 6.71	38544658
02/11/2019	820910	Ingram Library Services	Library	\$ 41.40	38544656
02/11/2019	820910	Ingram Library Services	Library	\$ 6.59	38544657
02/11/2019	820910	Ingram Library Services	Library	\$ 12.64	38544655
02/11/2019	820910	Ingram Library Services	Library	\$ 57.55	38544655
02/11/2019	820910	Ingram Library Services	Library	\$ 219.59	38544655
02/11/2019	820910	Ingram Library Services	Library	\$ 10.34	38544655
02/11/2019	820910	Ingram Library Services	Library	\$ 21.99	38544655
02/11/2019	820910	Ingram Library Services	Library	\$ 56.97	38544654
02/11/2019	820910	Ingram Library Services	Library	\$ 60.51	38544654
02/11/2019	820910	Ingram Library Services	Library	\$ 183.68	38544654
02/11/2019	820910	Ingram Library Services	Library	\$ 16.54	38544653
02/11/2019	820910	Ingram Library Services	Library	\$ 9.19	38544653
02/11/2019	820920	Kittelson & Associates	City County Planning	\$ 5,468.25	Billings MPO Travel Demand Model
02/11/2019	820924	Mailing Technical Services	Central Services	\$ 4,351.44	Postage Fund (weekly bills)
02/11/2019	820924	Mailing Technical Services	Central Services	\$ 6,184.16	Postage Fund (weekly bills)
02/11/2019	820924	Mailing Technical Services	General	\$ 961.93	Printing of Parks Senior Scoop Vol.II
02/11/2019	820928	Midland Implement Co Inc	Public Safety	\$ 1,729.50	POWER BROOM FOR FIRE DEPT & 911 CENTER
02/11/2019	820928	Midland Implement Co Inc	Public Safety	\$ 1,729.50	POWER BROOM FOR FIRE DEPT & 911 CENTER
02/11/2019	820933	Montana Dakota Utilities	Fleet	\$ 6,634.71	021319 PO NUM 307570
02/11/2019	820940	Napa Auto Parts	Transit	\$ 61.68	3977-00-079489
02/11/2019	820940	Napa Auto Parts	Transit	\$ 44.90	3977-00-080708
02/11/2019	820940	Napa Auto Parts	Fleet	\$ 216.48	40379 PO NUM 307574
02/11/2019	820940	Napa Auto Parts	Public Safety	\$ 58.50	72068
02/11/2019	820940	Napa Auto Parts	Public Safety	\$ 127.90	68637
02/11/2019	820940	Napa Auto Parts	Public Safety	\$ 3.76	68994
02/11/2019	820940	Napa Auto Parts	Street/Traffic Oper	\$ 40.32	72797
02/11/2019	820940	Napa Auto Parts	Fleet	\$ 107.58	73231 PO NUM 307574
02/11/2019	820940	Napa Auto Parts	Fleet	\$ 47.59	69158
02/11/2019	820940	Napa Auto Parts	Street/Traffic Oper	\$ 7.24	73290
02/11/2019	820940	Napa Auto Parts	Fleet	\$ 42.68	73216 PO NUM 307574
02/11/2019	820940	Napa Auto Parts	Public Safety	\$ 13.15	68881
02/11/2019	820940	Napa Auto Parts	Fleet	\$ 9.22	72300
02/11/2019	820940	Napa Auto Parts	Transit	\$ 119.24	3977-00-080708

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/11/2019	820940	Napa Auto Parts	Street/Traffic Oper	\$ 99.99	68744
02/11/2019	820940	Napa Auto Parts	Fleet	\$ 36.51	72067 PO NUM 307574
02/11/2019	820940	Napa Auto Parts	Public Safety	\$ 150.72	72185
02/11/2019	820940	Napa Auto Parts	Solid Waste	\$ 137.99	68844
02/11/2019	820940	Napa Auto Parts	Fleet	\$ 9.37	72299
02/11/2019	820940	Napa Auto Parts	Fleet	\$ 25.86	72468 PO NUM 307574
02/11/2019	820940	Napa Auto Parts	Public Safety	\$ 51.99	71900
02/11/2019	820940	Napa Auto Parts	Public Safety	\$ 119.04	74234
02/11/2019	820940	Napa Auto Parts	City County Planning	\$ 45.03	74282
02/11/2019	820940	Napa Auto Parts	Public Safety	\$ (49.99)	74409
02/11/2019	820940	Napa Auto Parts	Street/Traffic Oper	\$ (92.08)	74409
02/11/2019	820940	Napa Auto Parts	Solid Waste	\$ (28.48)	74409
02/11/2019	820940	Napa Auto Parts	Public Safety	\$ 19.49	70070
02/11/2019	820940	Napa Auto Parts	Public Safety	\$ 130.32	73734
02/11/2019	820940	Napa Auto Parts	Public Safety	\$ 13.15	70450
02/11/2019	820940	Napa Auto Parts	Public Safety	\$ 80.25	73821
02/11/2019	820940	Napa Auto Parts	Street/Traffic Oper	\$ 80.56	70460
02/11/2019	820940	Napa Auto Parts	Public Safety	\$ 84.09	74054
02/11/2019	820940	Napa Auto Parts	Fleet	\$ 11.64	70508
02/11/2019	820940	Napa Auto Parts	Public Safety	\$ 34.58	74104
02/11/2019	820940	Napa Auto Parts	Public Safety	\$ 18.03	70562
02/11/2019	820940	Napa Auto Parts	Solid Waste	\$ 28.48	74150
02/11/2019	820940	Napa Auto Parts	Street/Traffic Oper	\$ 255.83	71432
02/11/2019	820940	Napa Auto Parts	Solid Waste	\$ 14.99	74169
02/11/2019	820940	Napa Auto Parts	Solid Waste	\$ 40.94	71735
02/11/2019	820940	Napa Auto Parts	Public Safety	\$ 49.99	74221
02/11/2019	820940	Napa Auto Parts	Street/Traffic Oper	\$ 471.38	70031
02/11/2019	820940	Napa Auto Parts	Street/Traffic Oper	\$ 69.65	73530
02/11/2019	820940	Napa Auto Parts	Public Safety	\$ 38.27	70016
02/11/2019	820940	Napa Auto Parts	Street/Traffic Oper	\$ 19.70	73516
02/11/2019	820940	Napa Auto Parts	Street/Traffic Oper	\$ 70.31	69840
02/11/2019	820940	Napa Auto Parts	Public Safety	\$ 75.78	73491
02/11/2019	820940	Napa Auto Parts	Solid Waste	\$ 45.78	69239
02/11/2019	820940	Napa Auto Parts	Street/Traffic Oper	\$ 61.99	73296
02/11/2019	820940	Napa Auto Parts	Public Safety	\$ 8.00	69334
02/11/2019	820940	Napa Auto Parts	Street/Traffic Oper	\$ 76.10	73351
02/11/2019	820940	Napa Auto Parts	General	\$ 54.00	69714
02/11/2019	820940	Napa Auto Parts	Public Safety	\$ 9.99	73460
02/11/2019	820941	NorthWestern Energy	Airport	\$ 27.01	0719762-7. Gate 13. January 2019
02/11/2019	820941	NorthWestern Energy	General	\$ 9.31	0722272-2
02/11/2019	820941	NorthWestern Energy	Airport	\$ 12.26	0719761-9. Gate 15. January 2019

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/11/2019	820941	NorthWestern Energy	Water	\$ 1,282.99	0722270-6
02/11/2019	820941	NorthWestern Energy	General	\$ 191.26	0722273-0
02/11/2019	820941	NorthWestern Energy	Airport	\$ 28.35	2214868-9. Runway Weather System. January 2019
02/11/2019	820941	NorthWestern Energy	Airport	\$ 19.33	0720296-3. Gate 29. January 2019
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 6.22	0722272-2
02/11/2019	820941	NorthWestern Energy	Airport	\$ 10.25	0712805-1. IP-10. January 2019
02/11/2019	820941	NorthWestern Energy	General	\$ 10.61	0722274-8
02/11/2019	820941	NorthWestern Energy	General	\$ 5.93	0722283-9
02/11/2019	820941	NorthWestern Energy	General	\$ 5.93	0722281-3
02/11/2019	820941	NorthWestern Energy	General	\$ 5.93	0722280-5
02/11/2019	820941	NorthWestern Energy	General	\$ 14.43	0722279-7
02/11/2019	820941	NorthWestern Energy	General	\$ 31.09	0722278-9
02/11/2019	820941	NorthWestern Energy	General	\$ 35.67	0722277-1
02/11/2019	820941	NorthWestern Energy	General	\$ 94.34	0722275-5
02/11/2019	820941	NorthWestern Energy	General	\$ 6.20	0722976-8
02/11/2019	820941	NorthWestern Energy	General	\$ 51.56	0722901-6
02/11/2019	820941	NorthWestern Energy	General	\$ 135.48	0722995-8
02/11/2019	820941	NorthWestern Energy	General	\$ 81.97	0723005-5
02/11/2019	820941	NorthWestern Energy	General	\$ 7.45	0722862-0
02/11/2019	820941	NorthWestern Energy	General	\$ 7.44	0722852-1
02/11/2019	820941	NorthWestern Energy	General	\$ 14.43	0722808-3
02/11/2019	820941	NorthWestern Energy	General	\$ 5.93	0722284-7
02/11/2019	820941	NorthWestern Energy	General	\$ 5.93	0723025-3
02/11/2019	820941	NorthWestern Energy	General	\$ 1.29	0723049-3
02/11/2019	820941	NorthWestern Energy	General	\$ 5.85	0723046-9
02/11/2019	820941	NorthWestern Energy	General	\$ 11.56	0723053-5
02/11/2019	820941	NorthWestern Energy	General	\$ 14.45	0723064-2
02/11/2019	820941	NorthWestern Energy	General	\$ 14.45	0723065-9
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 7.21	0723385-1
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 5.93	0723384-4
02/11/2019	820941	NorthWestern Energy	Wastewater	\$ 3.56	0723383-6
02/11/2019	820941	NorthWestern Energy	Airport	\$ 35.04	0712795-4. Gate 17. January 2019
02/11/2019	820941	NorthWestern Energy	Water	\$ 8.44	0722249-0
02/11/2019	820941	NorthWestern Energy	Public Safety	\$ (106.34)	0100477-9 Credit under the "Tax Cust Jobs Act Refund"
02/11/2019	820941	NorthWestern Energy	General	\$ 107.24	0712539-6
02/11/2019	820941	NorthWestern Energy	Airport	\$ 25.36	0712791-3. Gate 16. January 2019
02/11/2019	820941	NorthWestern Energy	Airport	\$ 20.22	0712797-0. Gate 9. January 2019
02/11/2019	820941	NorthWestern Energy	General	\$ 5.93	0722253-2
02/11/2019	820941	NorthWestern Energy	Airport	\$ 12.85	0712813-5. Burn Pit. January 2019
02/11/2019	820941	NorthWestern Energy	General	\$ 200.89	0722256-5
02/11/2019	820941	NorthWestern Energy	Airport	\$ 19.05	0719760-1. Gate 14. January 2019

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/11/2019	820941	NorthWestern Energy	General	\$ 12.06	0722259-9
02/11/2019	820941	NorthWestern Energy	Airport	\$ 23.44	0719759-3. Gate 12. January 2019
02/11/2019	820941	NorthWestern Energy	General	\$ 7.45	0722258-1
02/11/2019	820941	NorthWestern Energy	Public Safety	\$ 396.86	0100477-9: FIRE 6 -
02/11/2019	820941	NorthWestern Energy	Water	\$ 662.57	0100478-7
02/11/2019	820941	NorthWestern Energy	Library	\$ 3,521.59	Electric usage Dec-Jan - Library
02/11/2019	820941	NorthWestern Energy	CDBG	\$ 41.64	Rehab Program- 215 19th St W / Account #3581170-2
02/11/2019	820941	NorthWestern Energy	Airport	\$ 101.91	0712535-4. Employee Parking. January 2019
02/11/2019	820941	NorthWestern Energy	Airport	\$ 2,007.01	0719543-1. Airport Parking Lot Lights. January 2019 Utilities
02/11/2019	820941	NorthWestern Energy	Water	\$ 271.67	1920951-9 JAN 2019; 805 CONSTITUTION AVE
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 7.21	0723386-9
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 7.21	0723387-7
02/11/2019	820941	NorthWestern Energy	General	\$ 3.70	0723391-9
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 7.21	0723388-5
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 2.47	0723391-9
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 6.47	0723393-5
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 7.21	0723392-7
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 5.93	0723397-6
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 5.93	0723396-8
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 5.93	0723395-0
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 5.93	0723394-3
02/11/2019	820941	NorthWestern Energy	General	\$ 5.85	1230066-1
02/11/2019	820941	NorthWestern Energy	Water	\$ 5.85	1160807-2
02/11/2019	820941	NorthWestern Energy	General	\$ 6.03	1156527-2
02/11/2019	820941	NorthWestern Energy	Radio	\$ 91.64	1006915-1
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 0.60	0971824-8
02/11/2019	820941	NorthWestern Energy	General	\$ 5.92	0920801-8
02/11/2019	820941	NorthWestern Energy	General	\$ 14.45	0723887-6
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 6.37	0723885-0
02/11/2019	820941	NorthWestern Energy	General	\$ 150.37	0723884-3
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 6.16	0723883-5
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 3.53	0723879-3
02/11/2019	820941	NorthWestern Energy	Wastewater	\$ 140.09	0723878-5
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 5.85	0723840-5
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 7.45	0723836-3
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 5.93	0723835-5
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 5.93	0723398-4
02/11/2019	820941	NorthWestern Energy	General	\$ 5.85	3477233-5
02/11/2019	820941	NorthWestern Energy	Solid Waste	\$ 1,804.57	3252194-0
02/11/2019	820941	NorthWestern Energy	General	\$ 3.69	3020837-5
02/11/2019	820941	NorthWestern Energy	Street/Traffic Oper	\$ 6.39	2047019-1

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02/11/2019	820941	NorthWestern Energy	Street/Traffic Oper	\$ 6.75	2047018-3
02/11/2019	820941	NorthWestern Energy	Street/Traffic Oper	\$ 7.01	2047017-5
02/11/2019	820941	NorthWestern Energy	Street/Traffic Oper	\$ 6.61	2047013-4
02/11/2019	820941	NorthWestern Energy	Street/Traffic Oper	\$ 6.78	2047011-8
02/11/2019	820941	NorthWestern Energy	Street/Traffic Oper	\$ 6.41	2047010-0
02/11/2019	820941	NorthWestern Energy	Street/Traffic Oper	\$ 6.40	2047007-6
02/11/2019	820941	NorthWestern Energy	Street/Traffic Oper	\$ 6.38	2047000-1
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 0.61	2041362-1
02/11/2019	820941	NorthWestern Energy	General	\$ 6.76	1902257-3
02/11/2019	820941	NorthWestern Energy	Street/Traffic Oper	\$ 0.56	1797828-9
02/11/2019	820941	NorthWestern Energy	Street/Traffic Oper	\$ 50.29	1738989-1
02/11/2019	820941	NorthWestern Energy	Wastewater	\$ 21.75	1704030-4
02/11/2019	820941	NorthWestern Energy	Wastewater	\$ 13.67	1704025-4
02/11/2019	820941	NorthWestern Energy	General	\$ 6.28	1635289-0
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 6.37	1564209-3
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 15.88	1513804-3
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 27.26	1513802-7
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 26.00	1513800-1
02/11/2019	820941	NorthWestern Energy	Water	\$ 3.19	1346673-5
02/11/2019	820941	NorthWestern Energy	Parks Maintenance	\$ 0.34	1312707-1
02/11/2019	820946	Performance Eng	Water	\$ 5,582.50	Jellison Road Water Main/ Contract/2018-086-001/1
02/11/2019	820947	Peterson Office Furniture	CDBG	\$ 8,320.08	Tam's Office Furniture Invoice#203541
02/11/2019	820947	Peterson Office Furniture	CDBG	\$ 551.23	Invoice #203537 Shelf Storage for Cafe Area
02/11/2019	820948	Pierce Flooring	Library	\$ 5,985.67	Replace flooring in 1st Five Years
02/11/2019	820953	Public Works-Administration	Water	\$ 3,570.00	PWU Dec 2018 Engineering Permits - Watermain Repair
02/11/2019	820953	Public Works-Administration	Water	\$ 3,085.00	PWU Jan 2019 Engineering Permits - Watermain Repair
02/11/2019	820953	Public Works-Administration	Water	\$ 7,875.00	PWU Dec 2018 Engineering Permits - WSRP
02/11/2019	820953	Public Works-Administration	Water	\$ 5,615.00	PWU Jan 2019 Engineering Permits - WSRP
02/11/2019	820956	RDO Equipment Co.	Street/Traffic Oper	\$ 2,400.00	hauling of rental to Shiloh drain and back
02/11/2019	820956	RDO Equipment Co.	Solid Waste	\$ 901.35	Filters for Landfill Equipment P43442
02/11/2019	820956	RDO Equipment Co.	Solid Waste	\$ 7,203.60	Dozer rental at the Landfill R13225
02/11/2019	820961	StVincent Occupational	Public Safety	\$ 5,702.13	54323: PRE-EMPLOYMENT PHYSICALS
02/11/2019	820961	StVincent Occupational	Public Safety	\$ 414.21	54323: FLUERY ANNUAL FIRE PHYSICAL
02/11/2019	820974	Stewart Title Company	CDBG	\$ 10,000.00	FTHB Nathan Frank 1613 Wicks Lane
02/11/2019	820978	The Babcock LLC	Facilities Mngmt	\$ 6,011.36	Unit 1A December 2018/January 2019
02/11/2019	820979	Titan Machinery Inc	Water	\$ 40.00	WATER PARTS AND SUPPLIES PO NUM 307401
02/11/2019	820979	Titan Machinery Inc	Wastewater	\$ 137.31	NONSTOCKING ITEMS-P.U.D.
02/11/2019	820979	Titan Machinery Inc	Street/Traffic Oper	\$ 2,940.00	brooms for sweepers
02/11/2019	820979	Titan Machinery Inc	Wastewater	\$ (387.03)	11673709 GP; WRONG STYLE CLAMP
02/11/2019	820980	Tooley Communications Inc	General	\$ 2,675.00	City Leadership Work Session - January 26th
02/11/2019	820981	Town & Country Supply	Fleet	\$ 6,361.97	314339 PO NUM 307543

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02/11/2019	820981	Town & Country Supply	Transit	\$ 11,285.58	314508 PO NUM 307558
02/11/2019	820981	Town & Country Supply	Fleet	\$ 12,723.37	314517 PO NUM 307579
02/11/2019	820981	Town & Country Supply	Wastewater	\$ 281.42	WWTP FUEL
02/11/2019	820981	Town & Country Supply	Fleet	\$ 5,536.77	314695 PO NUM 307579
02/11/2019	820984	Unified Supply & Services	Airport	\$ 4,776.00	Invoice #10169. Bag Belt Rollers
02/11/2019	820999	Yellowstone County Sheriff	Police Programs	\$ 3,106.25	Korb OT for October - December, 2018.
02/11/2019	820999	Yellowstone County Sheriff	Police Programs	\$ 1,356.10	Moffet OT for October - December, 2018.
02/11/2019	820999	Yellowstone County Sheriff	Police Programs	\$ 4,856.65	HIDTA purchase of Evidence/Information.
02/11/2019	ACH	U.S. Bank PCards	General	\$ 7.50	Graphic Imprints Awards - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 140.00	Graphic Imprints Awards - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 12.00	Graphic Imprints Awards - PCard
02/11/2019	ACH	U.S. Bank PCards	Municipal Court Grants	\$ 39.00	Party America Billings He - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 104.85	Rdoce Bil 020112 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ (75.71)	Pcm Tigerdirect - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 105.57	The Ups Store 2594 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 26.36	The Ups Store 2594 - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 5.58	Oreilly Auto #1549 - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 542.80	Oreilly Auto #1551 - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 400.00	Stanley Steemer/Blngs - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 495.00	Stanley Steemer/Blngs - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 5.15	Northwest Parkway Llc - PCard
02/11/2019	ACH	U.S. Bank PCards	P.W. Admin	\$ 9.99	Lee Newspapers E Pay - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 13.96	Barnes & Noble #2765 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 9.00	Cutco Cutlery - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 34.24	Grainger - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 34.24	Grainger - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 103.92	Grainger - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 242.79	Grainger - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 669.96	Grainger - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 25.08	Grainger - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 98.45	Grainger - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 357.17	Grainger - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 69.47	Grainger - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 27.76	Grainger - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 278.98	Grainger - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 192.00	Building Code Licpermit - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 128.00	Building Code Licpermit - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 216.00	Mt Dor Revenue Pmt - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 93.05	Mt Gov Online Trnsctns - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 266.44	Mt Gov Online Trnsctns - PCard
02/11/2019	ACH	U.S. Bank PCards	Park District 1	\$ 25.00	Mt Gov Online Trnsctns - PCard

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02/11/2019	ACH	U.S. Bank PCards	General	\$ 125.00	Mt Prof License Renew - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 78.38	Fedexoffice 00022665 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 67.99	Www.Newegg.Com - PCard
02/11/2019	ACH	U.S. Bank PCards	Information Resources	\$ 59.99	Www.Newegg.Com - PCard
02/11/2019	ACH	U.S. Bank PCards	Information Resources	\$ 28.98	Www.Newegg.Com - PCard
02/11/2019	ACH	U.S. Bank PCards	Information Resources	\$ 324.99	Www.Newegg.Com - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 110.07	Helena Holiday Inn Expre - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 124.88	Block And Company - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 88.00	American Water Technol - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 30.00	Culligan Billings - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 1,078.23	Thomson West*Tcd - PCard
02/11/2019	ACH	U.S. Bank PCards	Police Programs	\$ 5.50	City Of Missoula Pkg Stat - PCard
02/11/2019	ACH	U.S. Bank PCards	CDBG	\$ (50.00)	Fieldprint Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	CDBG	\$ 50.00	Fieldprint Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	CDBG	\$ 28.75	Fieldprint Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	CDBG	\$ 28.75	Fieldprint Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 34.31	Indeed - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 1,958.82	Airbnb * Hmc35Q2Aks - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 9.99	Freepik Monthly Plan - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 30.17	Paypal *Code3Supply - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 213.67	Paypal *Code3Supply - PCard
02/11/2019	ACH	U.S. Bank PCards	Building Inspection	\$ 250.00	Paypal *Fsci - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 99.92	Paypal *Imagesupply - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 999.00	Paypal *Mead Hunt - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 200.00	Pp*Museum Of The Rockies - PCard
02/11/2019	ACH	U.S. Bank PCards	Parks Maintenance	\$ 235.00	Bobcat Of Big Sky Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 89.02	Bobcat Of Big Sky Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 105.62	Gts Interior Supply - PCard
02/11/2019	ACH	U.S. Bank PCards	City County Planning	\$ 100.00	American Trails - PCard
02/11/2019	ACH	U.S. Bank PCards	City County Planning	\$ 19.00	American Trails - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 192.00	Batteries+Bulbs #0253 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 114.75	Batteries+Bulbs #0253 - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 60.00	Batteries+Bulbs #0253 - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 250.00	Batteries+Bulbs #0253 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 36.00	Batteries+Bulbs #0253 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 203.70	Batteries+Bulbs #0253 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 57.60	Buddy Punch - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 50.00	Buddy Punch - PCard
02/11/2019	ACH	U.S. Bank PCards	CDBG	\$ 190.00	Billingsescaperoom.Com - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 8.94	Samsclub #4805 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 13.62	Samsclub #4805 - PCard

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02/11/2019	ACH	U.S. Bank PCards	Water	\$ 199.97	Samsclub #4805 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 19.48	Samsclub #4805 - PCard
02/11/2019	ACH	U.S. Bank PCards	Ballpark Donations	\$ 60.45	Midwest Everlasting Memor - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 43.61	Edge Construction Supp - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 29.07	Edge Construction Supp - PCard
02/11/2019	ACH	U.S. Bank PCards	Police Programs	\$ 1,800.00	Conf Crime Agnst Women - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 450.00	Conf Crime Agnst Women - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 37.25	Conoco - High Country Tra - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 117.91	Conoco - High Country Tra - PCard
02/11/2019	ACH	U.S. Bank PCards	Police Programs	\$ 42.61	Conoco - Conomart li - PCard
02/11/2019	ACH	U.S. Bank PCards	Police Programs	\$ 42.46	Conoco - Frenchies - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 12.99	Conoco - Town Pump Billin - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 45.00	North American Police - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 38.99	Dtv*Directv Service - PCard
02/11/2019	ACH	U.S. Bank PCards	Fleet	\$ 109.99	Mac Tools - Billings - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 119.29	National Band & Tag - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 1,486.88	National Band & Tag - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 473.98	Nextlevel Training Llc - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ (473.98)	Nextlevel Training Llc - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 175.00	Paypal *lape - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 25.00	Bricks Minifigs Billings - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 347.00	Simply Family Magazine, I - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 148.00	First Tactical - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 86.92	First Tactical - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ (40.00)	First Tactical - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 35.98	Paypal *Galls Llc - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 653.65	Fire Inv. Supply - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 245.00	Montana Jacks Billings - PCard
02/11/2019	ACH	U.S. Bank PCards	CDBG	\$ 41.00	Verticalscr - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 655.99	Wayfair*Wayfair - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 130.00	Wayfair*Wayfair - PCard
02/11/2019	ACH	U.S. Bank PCards	Information Resources	\$ 364.85	Web*Networksolutions - PCard
02/11/2019	ACH	U.S. Bank PCards	Information Resources	\$ (179.90)	Web*Networksolutions - PCard
02/11/2019	ACH	U.S. Bank PCards	City County Planning	\$ 144.00	Weebly - PCard
02/11/2019	ACH	U.S. Bank PCards	City County Planning	\$ 33.95	Weeblyus - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 8.00	Conoco - Dons Auto Car Wa - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 33.00	Conoco - Town Pump 2 E He - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 500.67	Ferguson Ent #3027 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 19.99	Hi-Tech Motor Sports 7 - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 247.45	Cummins Inc - 38 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 18.35	Fedex 31200482 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 29.60	Fedex 774245298474 - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 57.14	Fedex 784577712856 - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 35.09	Fedex 784808996852 - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 32.96	Fedex 784911494649 - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 17.23	Fedex 784960034158 - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 25.85	Fedex 784960064676 - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 19.99	Fedex 920337234686 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 23.96	Conoco - Conomart Iv - PCard
02/11/2019	ACH	U.S. Bank PCards	P.W. Admin	\$ 79.00	Accounting Professional E - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 20.00	Se Background Services - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 31.90	Wheniwork.Com - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 995.00	Digicert Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 1,463.83	Dive Rescue Internatio -A - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 935.85	M.A.S.A. / Sportsadv - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 15.00	Plug N Pay Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 6.86	Easter Seals Goodwill - B - PCard
02/11/2019	ACH	U.S. Bank PCards	Police Programs	\$ 34.54	Cenex Pump N P07061757 - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 58.16	Cenex Zip Trip07082696 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 151.50	Snappyduds - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 27.65	Bin 119 - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 66.32	Awg 3575 - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 66.32	Awg 3575 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 59.20	Awg 3575 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 35.56	Facebk *Lsa3Zjsjf2 - PCard
02/11/2019	ACH	U.S. Bank PCards	City County Planning	\$ 105.42	Facebk *Q2Gj9Kjmv2 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 1.06	Facebk *Slg2Emevj2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 725.00	Safariland Training Gr - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 23.99	The Wave - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 23.99	The Wave - PCard
02/11/2019	ACH	U.S. Bank PCards	CDBG	\$ 141.13	Best Western Clock Tower - PCard
02/11/2019	ACH	U.S. Bank PCards	CDBG	\$ 141.13	Best Western Clock Tower - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 74.90	Anc*Newspapers.Com - PCard
02/11/2019	ACH	U.S. Bank PCards	CDBG	\$ 80.00	Big Sky State Games - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 792.73	Elevated Powersports - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 100.00	Paypal *lape - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 200.00	Paypal *lape - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 100.00	Paypal *Mucfa - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 50.00	Paypal *Yvc Shrm - PCard
02/11/2019	ACH	U.S. Bank PCards	Building Inspection	\$ 4.99	Primepantry *Mb49A7Tm0 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 15.00	Wheniwork.Com - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 15.00	Wheniwork.Com - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 17.18	Iod Incorporated - PCard
02/11/2019	ACH	U.S. Bank PCards	CDBG	\$ 646.00	Local Kitchen & Bar - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 9.30	Qt 821 07008212 - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 106.37	Aaim Solutions - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 37.41	Norco Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 99.23	Norco Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 20.87	Norco Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 60.67	Norco Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 40.45	Norco Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 433.81	Norco Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 136.56	Norco Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 195.00	Norco Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 86.41	Norco Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 242.97	Norco Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 70.88	Norco Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Police Programs	\$ 910.00	Covert Track Group Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 165.15	Jimmy Johns - 1646 - PCard
02/11/2019	ACH	U.S. Bank PCards	City County Planning	\$ 190.33	Jimmy Johns - 1646 - E - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 111.84	Jimmy Johns - 1646 - E - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 32.25	Jimmy Johns # 1379 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 150.00	Arc*Services/Training - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 413.63	Ecolab Pest As400 - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 151.20	Ecolab Pest As400 - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 151.20	Ecolab Pest As400 - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 161.63	Ecolab Pest As400 - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 133.91	Ecolab Pest As400 - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 99.78	Ecolab Pest Cs - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 105.33	Ecolab Pest Cs - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 314.61	Alamo Rent-A-Car - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Mountainside Auto & Recov - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 388.22	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Fleet	\$ 249.65	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Fleet	\$ 31.16	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 541.30	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 820.96	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 625.25	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 35.24	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 3.42	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 2.28	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 102.10	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 51.05	360 Office Solutions Inc - PCard

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02/11/2019	ACH	U.S. Bank PCards	Water	\$ 17.01	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 10.56	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 6.03	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 3.02	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 6.34	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 4.22	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 103.66	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 51.83	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 17.28	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 4.27	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 231.96	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 72.91	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 22.20	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 22.21	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 22.88	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 23.82	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 23.83	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 24.55	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 64.94	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 75.99	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 14.17	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Police Programs	\$ 138.75	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 13.98	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Information Resources	\$ 110.80	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 28.29	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 263.40	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 175.60	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 600.94	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 400.62	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ (14.06)	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ (9.38)	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 187.05	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	P.W. Admin	\$ 82.61	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 331.72	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 221.15	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 95.02	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 9.21	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 9.17	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 9.65	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 32.98	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ (9.65)	360 Office Solutions Inc - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 114.58	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 13.98	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 77.97	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 56.60	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 95.92	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 28.81	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 28.82	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 79.80	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 53.20	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 341.89	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 110.86	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 73.90	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 71.38	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 188.51	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 128.72	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 17.98	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 380.28	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 293.39	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 449.60	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 263.23	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Engineering	\$ 76.09	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Central Services	\$ 124.29	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Central Services	\$ 108.30	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Central Services	\$ 276.40	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Central Services	\$ 72.20	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 520.30	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 957.70	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Central Services	\$ 214.10	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 183.59	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 58.04	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 22.36	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 50.66	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 33.54	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 79.70	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 77.97	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 23.09	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 67.64	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 16.70	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 73.60	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 12.53	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 219.24	360 Office Solutions Inc - PCard

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02/11/2019	ACH	U.S. Bank PCards	General	\$ 14.52	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 17.46	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 64.60	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 43.84	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 6.79	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 8.92	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 15.82	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 167.25	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Building Inspection	\$ 16.99	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Building Inspection	\$ (3.56)	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Building Inspection	\$ 37.82	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 189.20	360 Office Solutions Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 7.99	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 33.98	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 7.96	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 60.10	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 53.92	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 113.33	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 9.18	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 17.98	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 48.58	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 52.84	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 4.13	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 24.99	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 16.00	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 4.59	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 26.98	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ (22.99)	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 24.58	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 96.47	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 3.59	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 6.46	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 55.86	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 29.99	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 9.96	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 21.37	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 26.99	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 6.99	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 144.05	Heartland Paper Company - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 30.12	Heartland Paper Company - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 51.14	Heartland Paper Company - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 38.00	Heartland Paper Company - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Excel Services - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 80.00	National Registry Emt - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 300.00	In *Action Pest Control - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 1,358.00	In *Beartooth Fire Protec - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 1,240.00	In *Mjr Industries Inc. - PCard
02/11/2019	ACH	U.S. Bank PCards	Engineering	\$ 553.60	In *Montana Association O - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Red Wrecker Recovery - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 470.00	Stalker Radar - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 8.00	Zeecreativeinc - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 186.15	Tactical Link - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 358.71	Tactical Link - PCard
02/11/2019	ACH	U.S. Bank PCards	Information Resources	\$ 950.00	Act*Active Events Reg - PCard
02/11/2019	ACH	U.S. Bank PCards	Information Resources	\$ 950.00	Act*Active Events Reg - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Spencers Towing - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Budget Towing - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Budget Towing - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 75.20	Tlo Transunion - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 351.00	Industrial Communication - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 1,915.00	Lous Gloves Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Parks Maintenance	\$ 310.00	Sq *Algae Aquacultu - PCard
02/11/2019	ACH	U.S. Bank PCards	CDBG	\$ 7.50	Sq *Ebon Coffee Col - PCard
02/11/2019	ACH	U.S. Bank PCards	CDBG	\$ 7.50	Sq *Rock Creek Coff - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 837.50	Sq *Rolling Right D - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 110.00	Sq *Skyline Service - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 810.00	Sq *Skyline Service - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 90.00	Sq *Skyline Service - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 155.00	Sq *Skyline Service - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 30.00	Sq *Skyline Service - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 95.00	Sq *Transitional Marketin - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 98.00	Sq *Yellowstone Cou - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 857.90	Sq *Kent D Bruce Co - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 713.11	Sq *Kent D Bruce Co - PCard
02/11/2019	ACH	U.S. Bank PCards	Municipal Court Grants	\$ 40.00	Sq *Mazevo Coffee - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 25.00	Sq *This House Of B - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 69.99	Charter Comm - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 79.99	Cabela'S Retail 032 - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 14.99	Cabela'S Retail 032 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 52.64	First Aid Supplies Onl - PCard
02/11/2019	ACH	U.S. Bank PCards	Park District 1	\$ 81.00	Volgistics Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 225.00	Qualified Hardware.Com - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 40.00	Idoctor - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 913.01	Hope Industrial Systems - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 1,647.80	Lego Education - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 208.00	Silver Threads - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Kc Towing & Repair Svc - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 215.00	Billings Ink And Toner, I - PCard
02/11/2019	ACH	U.S. Bank PCards	Police Programs	\$ 426.12	Pcm Tigerdirect - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 699.10	Pcm Tigerdirect - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 1,366.72	Pcm Tigerdirect - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 251.89	Pcm Tigerdirect - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 75.71	Pcm Tigerdirect - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 99.82	Pcm Tigerdirect - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 172.62	Pcm Tigerdirect - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 22.46	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 14.47	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 53.33	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 80.00	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 22.12	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	Park District 1	\$ 93.71	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 50.58	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 71.23	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 27.92	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 34.45	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 2.99	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 2.00	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 34.01	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 1.34	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 10.69	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 152.04	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 12.35	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 94.47	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 19.05	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 39.80	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 50.23	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 52.86	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 12.65	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 71.58	Tacoma Screw Products B - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 5.07	Northwest Industrial Supp - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 5.20	Northwest Industrial Supp - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 38.28	Northwest Industrial Supp - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 66.86	Northwest Industrial Supp - PCard

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02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 122.06	Northwest Industrial Supp - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 134.00	Northwest Industrial Supp - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 89.34	Northwest Industrial Supp - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 66.00	Northwest Industrial Supp - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 301.80	Northwest Industrial Supp - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 110.54	Northwest Industrial Supp - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 214.98	Northwest Industrial Supp - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 699.00	Freds Appliance Billings - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 126.78	Montana Flag And Pole Co - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 195.06	Harrington Ind Plastics - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 21.12	Harrington Ind Plastics - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 68.71	Midland Scientific Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 63.70	Kimball Midwest - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 747.25	Msu Billings-Main Cmp C - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 7.45	Usps Po 2907800103 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 6.70	Usps Po 2907800103 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 83.43	Wm Supercenter #2923 - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 3.86	Wm Supercenter #2923 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 47.35	Wm Supercenter #1956 - PCard
02/11/2019	ACH	U.S. Bank PCards	Municipal Court Grants	\$ 11.76	Wm Supercenter #1956 - PCard
02/11/2019	ACH	U.S. Bank PCards	Park District 1	\$ 17.33	Wm Supercenter #1956 - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 74.84	Wm Supercenter #1956 - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 59.99	Walmart.Com 8009666546 - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 83.97	Walmart.Com 8009666546 - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 35.84	Walmart.Com 8009666546 - PCard
02/11/2019	ACH	U.S. Bank PCards	Fleet	\$ 35.84	Walmart.Com 8009666546 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 23.91	Wal-Mart #2923 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 8.97	Wal-Mart #2923 - PCard
02/11/2019	ACH	U.S. Bank PCards	Information Resources	\$ 34.50	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 23.07	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 13.84	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 9.22	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 11.53	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 3.84	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 23.07	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 13.84	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 9.22	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 11.53	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 3.84	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 23.07	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 13.84	4Te*Kenco Security And Te - PCard

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02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 9.22	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 11.53	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 3.84	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 41.50	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 71.00	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 41.50	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	P.W. Admin	\$ 9.60	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Engineering	\$ 38.40	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 75.00	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 275.00	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 312.00	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 678.00	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 297.00	Lesman Iron Works - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 198.00	Lesman Iron Works - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 297.00	Lesman Iron Works - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 198.00	Lesman Iron Works - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 323.00	Lesman Iron Works - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 63.00	Macon Supply Billings 308 - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 42.00	Macon Supply Billings 308 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 17.99	Midas #1 - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 4.44	Midland Implement Co - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 50.69	Midland Implement Co - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 196.25	Midland Implement Co - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 564.80	Midland Implement Co - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 98.78	Midland Implement Co - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 136.88	Midland Implement Co - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 44.64	Midland Implement Co - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 1,334.88	Midland Implement Co - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 9.71	Midland Implement Co - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 328.13	Midland Implement Co - PCard
02/11/2019	ACH	U.S. Bank PCards	Building Inspection	\$ 68.40	Midland Printing - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 128.87	Montana Club - PCard
02/11/2019	ACH	U.S. Bank PCards	Engineering	\$ 1,200.00	Montana Contractors As - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 913.43	Napa Store 3547001 - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 56.30	Napa Store 3547001 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 1.64	Napa Store 3547001 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 56.98	Napa Store 3547001 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 6.29	Napa Store 3547001 - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 31.26	Napa Store 3547007 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 28.50	Ten Bernies Northern Hote - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 1,018.37	Nor*Northern Tool - PCard

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02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 131.00	Northland Automotive - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 9.32	Northwest Pipe Fittings, - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 4.40	Northwest Pipe Fittings, - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 66.82	Northwest Pipe Fittings, - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 64.96	Northwest Scientific Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 76.44	Northwest Scientific Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 86.50	Northwest Scientific Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 88.96	Northwest Scientific Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 59.08	Northwest Scientific Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 180.00	Pacific Metal Co #130 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 54.21	Pacific Steel #02 - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 142.56	Pacific Steel #02 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 109.53	Pacific Steel #02 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 149.06	Pacific Steel #02 - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 168.81	Pacific Steel #02 - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 27.74	Pacific Steel #02 - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 18.49	Pacific Steel #02 - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 576.22	Pacific Steel #02 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 108.00	Pepsicola Bottling Compan - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 20.40	Amerigas *Product - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 69.00	Amerigas *Product - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 7.20	Ratco Trailer And Hitch - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 4.80	Ratco Trailer And Hitch - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 5.40	Ratco Trailer And Hitch - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 3.60	Ratco Trailer And Hitch - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 108.00	Ratco Trailer And Hitch - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 10.50	The Rubber Stamp Shop, - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 33.37	The Rubber Stamp Shop, In - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 45.00	S&P Brake Supply Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 50.00	S&P Brake Supply Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 46.32	Sherwin Williams 703203 - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 226.77	Sherwin Williams 703203 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 65.54	Sherwin Williams 703203 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 18.00	Sherwin Williams 703203 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 6.75	Sherwin Williams 703203 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 44.26	Sherwin Williams 703203 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 229.53	Sherwin Williams 703203 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 99.95	Sherwin Williams 703203 - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 39.19	Shipton'S Big R-East - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 59.98	Shipton'S Big R-East - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 21.99	Shipton'S Big R-East - PCard

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02/11/2019	ACH	U.S. Bank PCards	General	\$ 69.99	Shipton'S Big R-East - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ (9.95)	Shipton'S Big R-East - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 9.95	Shipton'S Big R-East - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 67.96	Shipton'S Big R-West - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 9.99	Shipton'S Big R-West - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 10.99	Shipton'S Big R-West - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 99.96	Shipton'S Big R-West - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 36.97	Shipton'S Big R-West - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 1.62	Shipton'S Big R-West - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 1.08	Shipton'S Big R-West - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 6.39	Shipton'S Big R-West - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 49.99	Shipton'S Big R-West - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 11.37	Shipton'S Big R-West - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 167.44	Shipton'S Big R-West - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 112.94	Shipton'S Big R-West - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 230.05	State Chemic*State Che - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 1,526.00	State Chemic*State Che - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 752.10	State Chemic*State Che - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 2,190.18	Sundown Security - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 1,972.40	Sundown Security - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 1,800.51	Sundown Security - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 2,171.44	Sundown Security - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 131.74	Tractor Supply Co #5509 - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 8.99	Tractor-Supply-Co #0303 - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 13.40	Tvetene Turf Inc-Clvr - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 12.00	Universal Awards - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 297.00	Universal Awards - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 29.00	Universal Awards - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 6.00	Universal Awards - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 299.00	United States Professiona - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 251.75	Usps.Com Postal Store - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 23.99	Carquest 3103 - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 4.53	Carquest 3103 - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 3.02	Carquest 3103 - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 1,206.27	Vemco, Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 10.00	Village Rentals Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 299.45	Western Office Equipment - PCard
02/11/2019	ACH	U.S. Bank PCards	City County Planning	\$ 100.00	Yellowstone County Yell - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 141.37	Yellowstone Electric Comp - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 214.29	Yellowstone County Implem - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 1,074.63	Yellowstone Valley Elect - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 89.25	Yellowstone Valley Elect - PCard
02/11/2019	ACH	U.S. Bank PCards	Parks Maintenance	\$ 295.56	Yellowstone Valley Elect - PCard
02/11/2019	ACH	U.S. Bank PCards	Parks Maintenance	\$ 189.92	Yellowstone Valley Elect - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 19.00	Yellowstone Valley Elect - PCard
02/11/2019	ACH	U.S. Bank PCards	Parks Maintenance	\$ 40.13	Yellowstone Valley Elect - PCard
02/11/2019	ACH	U.S. Bank PCards	Parks Maintenance	\$ 19.45	Yellowstone Valley Elect - PCard
02/11/2019	ACH	U.S. Bank PCards	Parks Maintenance	\$ 79.42	Yellowstone Valley Elect - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 20.12	Yellowstone Valley Elect - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 1,127.12	Yellowstone Valley Elect - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 375.71	Yellowstone Valley Elect - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 927.96	Yellowstone Valley Elect - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 460.27	Yellowstone Valley Elect - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 255.93	Yellowstone Valley Elect - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 54.82	Yellowstone Valley Elect - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 466.10	Interstate Battery Of The - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 89.00	Bighorn Boots - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 88.00	Redds Prints And Signs - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 287.62	House Of Clean - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 79.36	House Of Clean - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 175.00	Arma International - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 466.31	Balco Uniform Co Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 59.99	Harbor Freight Tools 207 - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 29.99	Harbor Freight Tools 207 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 33.81	Harbor Freight Tools 207 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 57.99	Harbor Freight Tools 207 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 55.93	Harbor Freight Tools 207 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 99.98	Harbor Freight Tools 207 - PCard
02/11/2019	ACH	U.S. Bank PCards	Park District 1	\$ 291.47	Myron Corp - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 545.00	Uw Conference Management - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 85.00	Nwaaaae - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 85.00	Nwaaaae - PCard
02/11/2019	ACH	U.S. Bank PCards	Building Inspection	\$ 200.00	Iapmo - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 919.96	Scheels Billings - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 159.98	Scheels Billings - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 114.99	Scheels Billings - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 408.30	Holiday Inn Express - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 136.10	Holiday Inn Express - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 637.00	Kone, Inc. - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 637.00	Kone, Inc. - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 349.00	Kone, Inc. - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 349.00	Kone, Inc. - PCard

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02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 349.00	Kone, Inc. - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 885.17	Kone, Inc. - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 349.00	Kone, Inc. - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 349.00	Kone, Inc. - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 349.00	Kone, Inc. - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 239.00	Delta Air 0062354399309 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 30.00	Delta Air Baggage Fee - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 30.00	Delta Air Baggage Fee - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 44.00	Delta Air Seat Fees - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 30.00	Delta Air Baggage Fee - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 487.02	Anderson Manufacturing - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 558.06	Cpi International - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 171.66	Cdw Govt #Qmw9804 - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 1,293.50	Cdw Govt #Qmx8986 - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 326.26	Cdw Govt #Qnl2668 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 120.00	laai - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 195.00	laai - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 70.00	laai - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 912.00	Advanced Traffic Products - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 96.00	Sign Pro Billings - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 139.14	Meadow Green Sales - PCard
02/11/2019	ACH	U.S. Bank PCards	Park District 1	\$ 88.73	Costco Whse #0069 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 21.58	Costco Whse #0069 - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 37.98	Costco Whse #0069 - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 99.99	Costco Whse #0069 - PCard
02/11/2019	ACH	U.S. Bank PCards	City County Planning	\$ 38.07	Costco Whse #0069 - PCard
02/11/2019	ACH	U.S. Bank PCards	Building Inspection	\$ 38.06	Costco Whse #0069 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 163.45	Costco Whse #0069 - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 83.18	Costco Whse #0069 - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 55.46	Costco Whse #0069 - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 28.18	Costco Whse #0069 - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 18.78	Costco Whse #0069 - PCard
02/11/2019	ACH	U.S. Bank PCards	CDBG	\$ 72.04	Www Costco Com - PCard
02/11/2019	ACH	U.S. Bank PCards	CDBG	\$ 18.49	Www Costco Com - PCard
02/11/2019	ACH	U.S. Bank PCards	CDBG	\$ 35.39	Www Costco Com - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 119.00	Industrial Communication - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 23.58	Billings Hardware & Se - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 5.98	Billings Hardware & Se - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 16.95	Billings Hardware & Se - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 6.99	Billings Hardware & Se - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 367.50	United 0162434128145 - PCard

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02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 460.00	Idu*Insight Public Sec - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 2,107.84	Idu*Insight Public Sec - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 70.00	Idu*Insight Public Sec - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 560.00	Idu*Insight Public Sec - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 195.00	Idu*Insight Public Sec - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 975.00	Idu*Insight Public Sec - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 54.00	Idu*Insight Public Sec - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 36.00	Idu*Insight Public Sec - PCard
02/11/2019	ACH	U.S. Bank PCards	Park District 1	\$ 374.79	Thomae Billings - PCard
02/11/2019	ACH	U.S. Bank PCards	Park District 1	\$ 241.92	Thomae Billings - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 305.00	Community Education Nt - PCard
02/11/2019	ACH	U.S. Bank PCards	CDBG	\$ 43.24	Albertsons #0038 - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 22.17	Albertsons #4025 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 105.95	Albertsons #4025 - PCard
02/11/2019	ACH	U.S. Bank PCards	Park District 1	\$ 19.97	Albertsons #4025 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 10.98	Albertsons #4025 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 70.15	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 8.99	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 10.99	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 26.09	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 15.45	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 123.29	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 60.25	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 58.45	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 10.16	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 7.18	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 97.62	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 23.38	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 22.56	Kings Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 9.98	Heights Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 59.52	Heights Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 23.98	Heights Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 29.97	Heights Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 18.16	Heights Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 12.75	Heights Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 23.56	Heights Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 15.16	Heights Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 31.76	Heights Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 16.99	Heights Ace Hdwe - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 162.11	Fei Inc Nd - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 58.94	Pizza Hut #1714 - PCard

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02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 2,000.00	Stop Stick Ltd - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 1,098.00	Stop Stick Ltd - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 555.79	Industrial Safety Product - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 55.57	Industrial Safety Product - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 117.74	Montana Broom & Brush Co - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 1,457.01	Montana Broom & Brush Co - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 1,141.35	Montana Broom & Brush Co - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 180.00	Montana Broom & Brush Co - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 77.00	Spic And Span - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 72.50	Spic And Span - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 213.52	Idexx Distribution Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 89.33	Big Sky Fire Equipment - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 95.09	Big Sky Fire Equipment - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 117.34	Big Sky Fire Equipment - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 756.00	Industrial Sales And Se - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 25.00	Industrial Sales And Se - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 83.00	Industrial Sales And Se - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 86.60	Industrial Sales And Se - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 516.00	Industrial Sales And Se - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 664.99	B&H Photo 800-606-6969 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 134.75	B&H Photo 800-606-6969 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 109.90	B&H Photo 800-606-6969 - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 139.95	B&H Photo 800-606-6969 - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 2,427.17	B&H Photo 800-606-6969 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 47.46	Orleans Hotel & Casino - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 999.00	Skillpath / National - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 31.84	The Home Depot #3101 - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 66.93	The Home Depot #3101 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 44.58	The Home Depot #3101 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 14.48	The Home Depot #3101 - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 395.10	The Home Depot #3101 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 6.21	The Home Depot #3101 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 60.23	The Home Depot #3101 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 23.41	The Home Depot #3101 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 124.11	The Home Depot #3101 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 79.97	The Home Depot #3101 - PCard
02/11/2019	ACH	U.S. Bank PCards	Police Programs	\$ 496.58	The Home Depot 3101 - PCard
02/11/2019	ACH	U.S. Bank PCards	Police Programs	\$ 118.19	The Home Depot 3101 - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 298.00	The Home Depot 3101 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 354.73	The Home Depot 3101 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 395.00	Varidesk* 1800 207 2587 - PCard

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02/11/2019	ACH	U.S. Bank PCards	General	\$ 22.18	Office Depot #1080 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 4.20	Office Depot #1080 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 69.99	Office Depot #1080 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 769.97	Office Depot #1080 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 244.79	Office Depot #1080 - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 69.99	Office Depot #1080 - PCard
02/11/2019	ACH	U.S. Bank PCards	P.W. Admin	\$ 139.97	Office Depot #2135 - PCard
02/11/2019	ACH	U.S. Bank PCards	Police Programs	\$ 144.88	Office Depot #2135 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 29.18	Office Depot #2135 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 78.37	Office Depot #2135 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 49.97	Office Depot #2135 - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 629.98	Office Depot #2135 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 4.85	Office Depot #450 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 4.85	Office Depot #450 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 4.99	Office Depot #450 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 10.29	Office Depot #450 - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 31.78	Office Depot #450 - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 112.99	Office Depot #450 - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 14.97	Office Depot #450 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 95.98	Office Depot #450 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 51.26	Office Depot #450 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 69.99	Office Depot #450 - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 60.75	Office Depot #450 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 32.87	Office Depot #450 - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 652.95	Office Depot #450 - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 267.47	Office Depot #450 - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 117.56	Mcmaster-Carr - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 180.18	Mcmaster-Carr - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 84.24	Sundberg America - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 90.00	Dxp Enterprises - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 154.93	Dxp Enterprises - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 94.50	Dxp Enterprises - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 137.80	Dxp Enterprises - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 22.00	Dxp Enterprises - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 207.00	Dxp Enterprises - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 182.76	Center Point Large Print - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 317.66	Aces - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 1,430.00	Aces - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 455.00	Aces - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 455.00	Aces - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 12.99	Amazon Prime - PCard

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02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 61.86	Amazon.Com*M20Kq27U0 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 19.16	Amazon.Com*M20Ui1Bo2 - PCard
02/11/2019	ACH	U.S. Bank PCards	EOC 911	\$ 119.97	Amazon.Com*M225I69B0 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 33.98	Amazon.Com*M22Xv17L0 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 15.99	Amazon.Com*M230X0282 - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 199.70	Amazon.Com*M235H0B00 - PCard
02/11/2019	ACH	U.S. Bank PCards	City County Planning	\$ 25.99	Amazon.Com*M24Sq8Dt2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 21.27	Amazon.Com*M265Y7Rk1 - PCard
02/11/2019	ACH	U.S. Bank PCards	City County Planning	\$ 14.09	Amazon.Com*Mb0Ld0N92 - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 135.96	Amazon.Com*Mb1409A40 - PCard
02/11/2019	ACH	U.S. Bank PCards	Municipal Court Grants	\$ 19.99	Amazon.Com*Mb1639O21 - PCard
02/11/2019	ACH	U.S. Bank PCards	Telephone System	\$ 99.95	Amazon.Com*Mb1639O21 - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 129.95	Amazon.Com*Mb28I03D0 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 19.99	Amazon.Com*Mb2Yi6Tg0 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 219.89	Amazon.Com*Mb2Yi6Tg0 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 8.66	Amazon.Com*Mb2Zc0Xm1 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 20.99	Amazon.Com*Mb2Zy6Fh1 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 38.48	Amazon.Com*Mb3Da6Ak0 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 14.99	Amazon.Com*Mb4F475C1 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 60.84	Amazon.Com*Mb5Dk1Ew0 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 32.90	Amazon.Com*Mb5Eh9T32 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 15.99	Amazon.Com*Mb5Gd0Fi0 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 191.96	Amazon.Com*Mb5Z03E60 - PCard
02/11/2019	ACH	U.S. Bank PCards	City County Planning	\$ 6.18	Amazon.Com*Mb6Es4A41 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 64.89	Amazon.Com*Mb6Fq4Zo2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Telephone System	\$ 39.98	Amazon.Com*Mb6Nk2Jj1 Amzn - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 79.92	Amazon.Com*Mb6Nk2Jj1 Amzn - PCard
02/11/2019	ACH	U.S. Bank PCards	City County Planning	\$ 7.89	Amazon.Com*Mb7Br6EI0 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 55.98	Amazon.Com*Mb7In7On2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 104.44	Amazon.Com*Mb8G02P50 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 14.54	Amazon.Com*Mb8Wm4Vc0 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 175.20	Amazon.Com*Mb9Xb4Xq0 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ (1,599.99)	Amzn Mktp Us - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ (3.99)	Amzn Mktp Us - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 16.76	Amzn Mktp Us*M20B11Yo0 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 10.99	Amzn Mktp Us*M20Cu9Ye0 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 28.95	Amzn Mktp Us*M20Cu9Ye0 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 23.66	Amzn Mktp Us*M20T53Qn2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 10.99	Amzn Mktp Us*M20T73Qx2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 150.52	Amzn Mktp Us*M20T73Qx2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 7.38	Amzn Mktp Us*M21Ac6X82 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 98.90	Amzn Mktp Us*M21H81162 - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 68.75	Amzn Mktp Us*M225E8Rz1 - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 68.75	Amzn Mktp Us*M225E8Rz1 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 44.39	Amzn Mktp Us*M225S5I1 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 15.99	Amzn Mktp Us*M229136I0 - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 45.95	Amzn Mktp Us*M22Df5S41 - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 178.02	Amzn Mktp Us*M22Hu8Mg1 - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 11.19	Amzn Mktp Us*M22Nw0Br2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 51.68	Amzn Mktp Us*M22Qx7Qf2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 3.00	Amzn Mktp Us*M22Qx7Qf2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 18.37	Amzn Mktp Us*M23211B92 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 54.03	Amzn Mktp Us*M240U9Br2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 9.99	Amzn Mktp Us*M24416If1 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 39.08	Amzn Mktp Us*M24J12Y82 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 313.48	Amzn Mktp Us*M24J12Y82 - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 9.99	Amzn Mktp Us*M24Mm2I60 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 9.99	Amzn Mktp Us*M250R9I00 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 8.99	Amzn Mktp Us*M256286K2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 59.98	Amzn Mktp Us*M25A92Wc2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 41.35	Amzn Mktp Us*M25Ya2Qk0 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 69.99	Amzn Mktp Us*M264Q08X2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 33.01	Amzn Mktp Us*M264Q08X2 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 46.88	Amzn Mktp Us*M26He42K2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 133.88	Amzn Mktp Us*M27H85Mw2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 73.24	Amzn Mktp Us*M27T08Ky0 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 36.74	Amzn Mktp Us*M280R3U1 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 249.95	Amzn Mktp Us*M28H86Q81 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 197.05	Amzn Mktp Us*M28Hb28S0 - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 9.59	Amzn Mktp Us*M28Hv4Uc0 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 45.51	Amzn Mktp Us*M297Z9Rx1 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 4.99	Amzn Mktp Us*M29Gw26H2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 24.66	Amzn Mktp Us*M29Jf5Bu2 - PCard
02/11/2019	ACH	U.S. Bank PCards	P.W. Admin	\$ 54.98	Amzn Mktp Us*Mb03O7Ab1 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 70.35	Amzn Mktp Us*Mb0J184S2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 91.99	Amzn Mktp Us*Mb1Lu5N72 - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 91.99	Amzn Mktp Us*Mb1Lu5N72 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 287.00	Amzn Mktp Us*Mb1M37Ca2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 25.98	Amzn Mktp Us*Mb1M37Ca2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 8.19	Amzn Mktp Us*Mb1M37Ca2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 109.95	Amzn Mktp Us*Mb1Ye2Ax2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 119.48	Amzn Mktp Us*Mb2I71Cr1 - PCard

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02/11/2019	ACH	U.S. Bank PCards	Information Resources	\$ 169.80	Amzn Mktp Us*Mb2lr1A61 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 17.98	Amzn Mktp Us*Mb3421Tb2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 45.95	Amzn Mktp Us*Mb3421Tb2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 27.71	Amzn Mktp Us*Mb3421Tb2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 14.93	Amzn Mktp Us*Mb3421Tb2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 6.98	Amzn Mktp Us*Mb3986560 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 76.76	Amzn Mktp Us*Mb3Bi7G80 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 299.99	Amzn Mktp Us*Mb49U4Jf1 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 29.50	Amzn Mktp Us*Mb4D57Jn2 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 130.00	Amzn Mktp Us*Mb4K25Vm1 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 36.00	Amzn Mktp Us*Mb4Wy6Pf0 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 411.10	Amzn Mktp Us*Mb5737P40 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 9.69	Amzn Mktp Us*Mb5Mo4J62 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 16.74	Amzn Mktp Us*Mb6Ff4V51 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 40.93	Amzn Mktp Us*Mb6Mz0P90 - PCard
02/11/2019	ACH	U.S. Bank PCards	City County Planning	\$ 16.95	Amzn Mktp Us*Mb7Ca9Nc0 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 41.09	Amzn Mktp Us*Mb7lf9Hz0 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 10.49	Amzn Mktp Us*Mb7Uq0Ht0 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 102.99	Amzn Mktp Us*Mb8075J52 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 15.98	Amzn Mktp Us*Mb8Ry3N71 - PCard
02/11/2019	ACH	U.S. Bank PCards	CDBG	\$ 18.75	Amzn Mktp Us*Mb8Ut24O1 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 20.49	Amzn Mktp Us*Mb9Ah5352 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 23.60	Amzn Mktp Us*Mb9Ly8L90 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 5.99	Amzn Mktp Us*Mb9Xn1Av2 - PCard
02/11/2019	ACH	U.S. Bank PCards	Police Programs	\$ 729.99	Best Buy 00005926 - PCard
02/11/2019	ACH	U.S. Bank PCards	City County Planning	\$ 518.00	Data Imaging Systems - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 128.56	Field Instruments And Con - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 32.94	Lowes #00319* - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 75.96	Lowes #00319* - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 38.97	Lowes #00319* - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 66.98	Lowes #00319* - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 34.94	Lowes #00319* - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 89.00	Lowes #00319* - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 106.02	Lowes #00319* - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 17.56	Lowes #00319* - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 140.62	Lowes #00319* - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 18.94	Lowes #00319* - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 38.94	Lowes #00319* - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 32.23	Lowes #00319* - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 191.72	Lowes #00319* - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 23.96	Lowes #00319* - PCard

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02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 30.69	Lowes #00319* - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 24.33	Lowes #00319* - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 13.96	Lowes #00319* - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 396.83	Lowes #00319* - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ (9.96)	Lowes #00319* - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 92.87	Lowes #00319* - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 176.10	Lowes #00907* - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 13.98	Albertsons #0047 - PCard
02/11/2019	ACH	U.S. Bank PCards	Park District 1	\$ 8.00	Albertsons #0047 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 25.99	Albertsons #0047 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 25.99	Albertsons #0047 - PCard
02/11/2019	ACH	U.S. Bank PCards	City Health Ins Fund	\$ 725.00	Albertsons #0047 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 40.97	Albertsons #1227 - PCard
02/11/2019	ACH	U.S. Bank PCards	Municipal Court Grants	\$ 30.95	Albertsons #1227 - PCard
02/11/2019	ACH	U.S. Bank PCards	Municipal Court Grants	\$ 85.00	Albertsons #1227 - PCard
02/11/2019	ACH	U.S. Bank PCards	Municipal Court Grants	\$ 20.00	Albertsons #1227 - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 6.99	Albertsons #4041 - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 139.00	Fluid Conservation - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 57.40	Wal-Mart #1956 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 84.17	Wal-Mart #1956 - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 170.00	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 12.50	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 71.00	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 35.50	4Te*Kenco Security And Te - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 356.04	Kb Commercial Products - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 244.35	Kb Commercial Products - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 528.33	Kb Commercial Products - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 489.58	Kb Commercial Products - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 40.69	Kb Commercial Products - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 50.97	Kb Commercial Products - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 50.97	Kb Commercial Products - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 50.97	Kb Commercial Products - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 600.00	Kb Commercial Products - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 77.91	Kb Commercial Products - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 46.40	Kb Commercial Products - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 24.42	Kb Commercial Products - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 213.28	A-1 Rentals - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 42.40	A & I Distributors - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 149.77	A & I Distributors - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 138.00	Accent Print Shop - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 378.00	Accent Print Shop - PCard

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02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 129.00	Accent Print Shop - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 225.92	Ace Electric - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 86.53	Ace Electric - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 592.30	Ace Electric - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 185.23	Ace Electric - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 485.94	Ace Electric - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 201.54	Ace Electric - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 846.25	Ace Electric - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 321.97	Air Controls-Billings - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 135.00	Air Controls-Billings - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 221.51	Air Controls-Billings - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 547.05	Air Controls-Billings - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 275.00	Alpine Plumbing Heating I - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 2,429.50	Alpine Plumbing Heating I - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 700.00	Alpine Plumbing Heating I - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 87.44	At&T *Payment - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 11.97	At&T*Bill Payment - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 462.88	Motion Industries Mt01 - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 1,045.60	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 816.52	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 95.88	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 487.28	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 141.41	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 1,242.10	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 999.80	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 7.15	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	Fleet	\$ 672.72	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 596.60	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 357.40	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	Building Inspection	\$ 25.05	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 5.00	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 5.00	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 5.00	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 2.00	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 2.00	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 2.00	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 45.00	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 233.62	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 180.00	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 39.14	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 32.64	Big Sky Linen & Uniform - PCard

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02/11/2019	ACH	U.S. Bank PCards	Library	\$ 108.00	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 5.00	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 110.88	Big Sky Linen & Uniform - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 844.80	Billings Army Navy Surplu - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 131.00	Billings Construction Sup - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 23.30	Billings Construction Sup - PCard
02/11/2019	ACH	U.S. Bank PCards	Park District 1	\$ 570.90	Billings Construction Sup - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 6.25	Billings Construction Sup - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 1,024.01	Billing Kubata Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 207.00	Billings Overhead Door In - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 229.00	Billings Overhead Door In - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 1,935.00	Billings Overhead Door In - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 125.00	Billings Overhead Door In - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 414.75	Billings Overhead Door In - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 125.00	Billings Overhead Door In - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 103.40	Border States Electric - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 173.14	Border States Electric - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 11.75	Border States Electric - PCard
02/11/2019	ACH	U.S. Bank PCards	Information Resources	\$ 892.75	Border States Electric - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 33.21	Brodart Supplies - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 44.00	Creative Monograms Smb - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 55.00	Creative Monograms Smb - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 266.00	Creative Monograms Smb - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 98.00	Creative Monograms Smb - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 638.00	Creative Monograms Smb - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 93.00	Creative Monograms Smb - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 130.00	Creative Monograms Smb - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 308.00	Crescent Electric 054 - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 53.28	Crescent Electric 054 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 1,569.68	Demco Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 855.25	Demco Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 596.01	Demco Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 11.95	Conoco - Dons C W & Exp L - PCard
02/11/2019	ACH	U.S. Bank PCards	P.W. Admin	\$ 28.83	Conoco - Wheat Montana Fa - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 475.00	Downtownbillings.Com - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 175.00	Downtownbillings.Com - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 80.77	Econo Print - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 53.85	Econo Print - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 213.46	Econo Print - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 65.95	Econo Print - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 72.24	Econo Print - PCard

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02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 36.10	Econo Print - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 63.82	Econo Print - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 665.00	Entre Technology Service - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 446.25	Executive Cleaning Co Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 131.54	Fairmont Hot Springs Reso - PCard
02/11/2019	ACH	U.S. Bank PCards	Municipal Court Grants	\$ 36.00	City Of Billings Finance - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 32.99	Fishers Technology - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 96.89	Fishers Technology - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 213.26	Fishers Technology - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 213.26	Fishers Technology - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 219.72	Fishers Technology - PCard
02/11/2019	ACH	U.S. Bank PCards	CDBG	\$ 36.07	Fishers Technology - PCard
02/11/2019	ACH	U.S. Bank PCards	CDBG	\$ 249.89	Fishers Technology - PCard
02/11/2019	ACH	U.S. Bank PCards	CDBG	\$ 160.98	Fishers Technology - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 11.21	Fishers Technology - PCard
02/11/2019	ACH	U.S. Bank PCards	Engineering	\$ 209.10	Fishers Technology - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 30.87	Fishers Technology - PCard
02/11/2019	ACH	U.S. Bank PCards	P.W. Admin	\$ 5.34	Fishers Technology - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 52.10	Fishers Technology - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 232.23	Galls - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 50.26	Galls - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 439.44	Galls - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 1,556.08	Galls - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 158.95	Galls - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 1,215.32	Galls - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 267.00	Generator Starter Shop - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 84.96	Graybar Electric - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 51.78	Graybar Electric - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 165.50	Graybar Electric - PCard
02/11/2019	ACH	U.S. Bank PCards	Information Resources	\$ 52.46	Graybar Electric - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 1,241.18	Hach Company - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 309.33	Hach Company - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Hansers Wrecker & Salvage - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 1,200.00	Hansers Wrecker Company - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Hansers Wrecker Company - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Hansers Wrecker Company - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Hansers Wrecker Hardin - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 11.35	Hanson Chemical - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 78.00	Hanson Chemical - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 206.11	Hanson Chemical - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 120.91	Hanson Chemical - PCard

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02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 130.58	Hanson Chemical - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 116.06	Hanson Chemical - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 95.06	Hanson Chemical - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 586.78	Hanson Chemical - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 183.00	Hanson Chemical - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 150.53	Hanson Chemical - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 16.00	Hanson Chemical - PCard
02/11/2019	ACH	U.S. Bank PCards	Facilities Mngmt	\$ 487.25	Hanson Chemical - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 191.15	Hanson Chemical - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 36.90	Hanson Chemical - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 288.11	Hanson Chemical - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 74.95	Hanson Chemical - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 7.20	Hanson Chemical - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 4.80	Hanson Chemical - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 82.26	Hanson Chemical - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 67.66	Hanson Chemical - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 240.99	Hanson Chemical - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 235.06	Hanson Chemical - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 67.09	Hose & Rubber Supply Blg - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 140.95	Hose & Rubber Supply Blg - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 103.79	Hose & Rubber Supply Blg - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 19.99	Hose & Rubber Supply Blg - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 55.08	Hose & Rubber Supply Blg - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 83.02	Hose & Rubber Supply Blg - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 53.57	Hose & Rubber Supply Blg - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 18.52	Hose & Rubber Supply Blg - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 39.69	Hose & Rubber Supply Blg - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 362.32	Hose & Rubber Supply Blg - PCard
02/11/2019	ACH	U.S. Bank PCards	Park District 1	\$ 272.00	Intl Soc Arboriculture - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 25.90	Tire Rama 101 Bc - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 937.92	Johnstone Supply Billings - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 78.72	Johnstone Supply Billings - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 66.00	Kb Commercial Products - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 239.63	Kb Commercial Products - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 113.86	Kb Commercial Products - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 36.39	Kb Commercial Products - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 69.70	Kb Commercial Products - PCard
02/11/2019	ACH	U.S. Bank PCards	City County Planning	\$ 43.76	Planner Pads Co - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 14.95	Buildersfirstsource64021 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 25.00	Mt Premiere Ent. - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 142.62	Veritiv-West - PCard

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02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 81.12	Veritiv-West - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 60.39	Veritiv-West - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 85.76	Veritiv-West - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 186.38	Veritiv-West - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 42.34	Veritiv-West - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Thin Line Towing And Rec - PCard
02/11/2019	ACH	U.S. Bank PCards	Police Programs	\$ 401.09	American Air0017237683749 - PCard
02/11/2019	ACH	U.S. Bank PCards	Police Programs	\$ 401.09	American Air0017237683748 - PCard
02/11/2019	ACH	U.S. Bank PCards	Police Programs	\$ 401.09	American Air0017237683747 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 21.28	Cke*The Sassy Biscui 115 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 378.00	Thomas Printing Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Information Resources	\$ 231.44	Tapeandmedia Com - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 177.97	Kimball Midwest - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 595.00	International Parking Ins - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 1,893.00	Billingsgazettethrifty nck - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 419.00	Billingsgazettethrifty nck - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 1,638.00	Bna 3 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 139.98	Dmi* Dell Bus Online - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 281.98	Dell Sales & Service - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 140.99	Dell Sales & Service - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 123.09	Dell Sales & Service - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 798.00	Dell Sales & Service - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 253.84	Dell Sales & Service - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 985.00	Montana Nursery & Landsca - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 14.99	Adobe *Acropro Subs - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 14.99	Adobe *Acropro Subs - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 33.02	Adobe *Creative Cloud - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 9.99	Adobe *Pdf Pack Subs - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Mountainside Towing - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 72.96	Shoes For Crews Llc - PCard
02/11/2019	ACH	U.S. Bank PCards	Transit	\$ 14.00	West End Lock And Secur - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 24.00	West End Lock And Secur - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 1,300.00	Gunarama Wholesale I - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 498.00	Gunarama Wholesale I - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 1,181.49	Uline *Ship Supplies - PCard
02/11/2019	ACH	U.S. Bank PCards	Airport	\$ 268.77	R & S Supply Billings - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 16.00	Target 00001719 - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 49.48	Target 00013334 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 55.99	Target 00013334 - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 15.98	Target 00013334 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 8.99	Target 00013334 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 15.99	Target 00013334 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 19.99	Target 00013334 - PCard
02/11/2019	ACH	U.S. Bank PCards	Parking	\$ 1.00	City Of Billings - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 155.00	City Of Billings Pud - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 71.50	City Of Billings Pud - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 47.67	City Of Billings Pud - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 89.37	City Of Billings Pud - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 29.79	City Of Billings Pud - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 92.24	City Of Billings Pud - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 95.48	City Of Billings Pud - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 347.82	City Of Billings Pud - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 92.24	City Of Billings Pud - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 155.00	City Of Billings Pud - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 71.50	City Of Billings Pud - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 47.67	City Of Billings Pud - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 89.37	City Of Billings Pud - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 29.79	City Of Billings Pud - PCard
02/11/2019	ACH	U.S. Bank PCards	Building Inspection	\$ 39.87	Holiday Stations 0266 - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 107.10	Online Labels - PCard
02/11/2019	ACH	U.S. Bank PCards	City County Planning	\$ 60.50	The Back Porch Deli - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 105.25	The Back Porch Deli - PCard
02/11/2019	ACH	U.S. Bank PCards	Library	\$ 350.00	Adafruit Industries - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 250.00	Agilent Technologies, - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 398.85	Fastenal Company01 - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 13.24	Fastenal Company01 - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 8.83	Fastenal Company01 - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 375.03	Fastenal Company01 - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 18.96	Fastenal Company01 - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 12.64	Fastenal Company01 - PCard
02/11/2019	ACH	U.S. Bank PCards	Street/Traffic Oper	\$ 101.72	Fastenal Company01 - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 217.78	Fastenal Company01 - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 1,881.41	Fastenal Company01 - PCard
02/11/2019	ACH	U.S. Bank PCards	Solid Waste	\$ 2,035.50	Fastenal Company01 - PCard
02/11/2019	ACH	U.S. Bank PCards	Water	\$ 26.90	Fastenal Company01 - PCard
02/11/2019	ACH	U.S. Bank PCards	Wastewater	\$ 17.94	Fastenal Company01 - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 800.00	Int'L Code Council - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 842.40	Int'L Code Council Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	Public Safety	\$ 115.00	Int'L Code Council Inc - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 155.84	Allegra - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 184.35	Allegra - PCard
02/11/2019	ACH	U.S. Bank PCards	General	\$ 45.00	Allegra - PCard