



**VISION STATEMENT:**  
 "The Magic City: A diverse, welcoming community where people prosper and business succeeds."

**CITY COUNCIL  
 REGULAR BUSINESS MEETING**

**AGENDA**

**COUNCIL CHAMBERS**

**October 11, 2021**

**5:30 P.M.**

**CALL TO ORDER:** Mayor Cole

**PLEDGE OF ALLEGIANCE:** Mayor Cole

**INVOCATION:** Councilmember Ronning

**ROLL CALL:** Councilmembers present on roll call were:  Shaw,  Yakawich,  Neese,  Ewalt,  Joy,  Choriki,  Purinton,  Ronning,  Boyett,  Brown

**MINUTES:**

- September 13, 2021
- September 27, 2021

**COURTESIES:**

**PROCLAMATIONS:**

**COUNCIL REPORTS:**

**ADMINISTRATOR REPORTS - CHRIS KUKULSKI**

**PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1 AND 3 ONLY. Speaker sign-in required.** (Comments are limited to three (3) minutes or as set by the Mayor. 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. Mayor Cole recommends that Council confirm the following appointments:**

	Name	Board/Commission	Term	
			Begins	Ends
1	No Applications	Billings Parking Board*	10/11/21	12/31/22
2	David Goss	City Zoning Commission*	10/11/21	12/31/23
3	No Applications	Housing Authority Res Comm Family*	10/11/21	12/31/21
4	Phyllis Crawford	Housing Authority Res Comm Elderly*	10/11/21	12/31/22
5	Darrell Lamere	Human Relations Commission*	10/11/21	12/31/22

\*1 Unexpired term of Kevin Heaney

\*2 Unexpired term of Jack King

\*3 Unexpired term of John Thayer

\*4 Unexpired term of Sandra McKee

\*5 Unexpired term of Diane Kersten

**B. Bid Awards:**

1. **W.O. 21-23: Police Shooting Range Improvements.** (Opened 8/17/21) Recommend Weave Construction; \$574,048.
2. **Five-Year Tire Mileage Lease for MET Transit.** (Opened 9/07/21) Recommend Goodyear Tire & Rubber Company; \$18,179.22 First Year.
3. **Residential Snow Plowing.** (Opened 9/21/21) Recommend K2 Civil, Inc.; \$249.00 per hour/blade.

**C. Media Marketing Consultant Services Contract** for Public Works Department; Lee Newspaper Enterprises, Inc.; \$130,000/year.

**D. Commercial Aviation FBO Ground Lease, 25-year term** with BAG Billings, LLC, October 1, 2021 through September 30, 2046;

**E. West End Hangar Ground Lease, 25-year term** with Monarch Limited of Montana, LLC, October 1, 2021 through September 30, 2046; revenue first year \$11,029.56; revenue subsequent years adjusted by CPI-U.

**F. Acceptance** of FY21 Homeland Security Grant for Billings Regional HazMat Team; \$40,000.

**G. Acceptance** of FY21 Homeland Security Grant for Billings Police Department Bomb Squad; \$100,000.

**H. Amended Plat** of Olympic Park Subdivision.\* **Quasi-Judicial**

**I. Second/Final Reading Ordinance** expanding Ward IV (Annexation 21-10): a parcel located south of Sweetgrass Creek Drive between 54th and 58th Street West.

**J. Second/Final Reading Ordinance** expanding Ward V (Annexation 21-11): a parcel located between South Frontage Road and Trade Center Avenue.

**K. Bills for the Weeks of:**

1. September 7, 2021
2. September 13, 2021

**Recommended Motion:** I move to approve the items of the Consent Agenda as submitted, with the exception of items moved for separation.

**REGULAR AGENDA:**

2. **PUBLIC HEARING AND SECOND/FINAL READING ORDINANCE FOR ZONE CHANGE 998:** a zone change for a new Mixed Residential Planned Neighborhood Development zone change consisting of N3, N2, N1, NX1 and Public 1 zone districts on a recently annexed 53.45 acre parcel south of Rimrock Road, west of 54th Street West and east of 58th Street West (Annexation 21-10). Dan Wells d/b/a Regal Land Development, Inc., owner. Zoning Commission recommends approval and adoption of the 10 criteria. (Action: approval or disapproval of the Zoning Commission recommendation.)\* **Quasi-Judicial**

- Presented by: Nicole Cromwell, Zoning Coordinator

**Recommended Motion:** Having conducted two public hearings, considered written and spoken public testimony, I move to approve the second reading for Zone Change 998 and adopt the findings of the 10 criteria, as approved by the City Council on first reading September 27, 2021.

3. **APPROVAL of Purchase and Sale Agreement - Stillwater Building.** Stillwater Building Negotiation Committee recommends approval. (Action: approval or disapproval of Stillwater Building Negotiation Committee recommendation.)

- *Presented by: Kevin Iffland, Assistant City Administrator*

**Recommended Motion:** I move to approve the purchase and sale agreement for the Stillwater Building, as recommended by the Stillwater Building Negotiation Committee.

**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 or as set by the Mayor. Please sign the roster at the cart located at the back of the Council chambers or at the podium.*)

**COUNCIL INITIATIVES:**

**ADJOURN:**

*Council Chambers are readily accessible to individuals with physical disabilities.*

*For more information or to make requests for special arrangements, please contact the City Clerk's Office at 657-8210 or e-mail [bohlmand@billingsmt.gov](mailto:bohlmand@billingsmt.gov), 72 hours prior to the meeting date.*

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**\* Quasi-Judicial** -- *Caution must be exercised concerning any potential ex parte communications with interested parties. This policy-making body may exercise approval or other adjudication authority which is "judicial" because it directly affects the legal rights of a person.*

**City Council Regular**

**Date:** 10/11/2021  
**Title:** Board & Commission Appointments  
**Presented by:** Chris Kukulski, City Administrator  
**Department:** City Hall Administration  
**Presentation:** No

**RECOMMENDATION**

Mayor Cole recommends that the City Council confirm the appointments to the following boards and commissions.

|   | Name             | Board/Commission                    | Term     |          |
|---|------------------|-------------------------------------|----------|----------|
|   |                  |                                     | Begins   | Ends     |
| 1 | No Applications  | Billings Parking Board*             | 10/11/21 | 12/31/22 |
| 2 | David Goss       | City Zoning Commission*             | 10/11/21 | 12/31/23 |
| 3 | No Applications  | Housing Authority Res Comm Family*  | 10/11/21 | 12/31/21 |
| 4 | Phyllis Crawford | Housing Authority Res Comm Elderly* | 10/11/21 | 12/31/22 |
| 5 | Darrell Lamere   | Human Relations Commission*         | 10/11/21 | 12/31/22 |

- \*1 Unexpired term of Kevin Heaney
- \*2 Unexpired term of Jack King
- \*3 Unexpired term of John Thayer
- \*4 Unexpired term of Sandra McKee
- \*5 Unexpired term of Diane Kersten

**BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)**

The Mayor is requesting that the City Council confirm the appointments for the Board and Commission positions that are vacant due to resignations.

**ALTERNATIVES**

Council may:

- Confirm the proposed appointments; or
- Not confirm the appointments.

**FISCAL EFFECTS**

The proposed action has no financial impact.

**City Council Regular**

**Date:** 10/11/2021  
**Title:** W.O. 21-23: Police Shooting Range Improvements, Bid Award  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No

**RECOMMENDATION**

Staff recommends the City Council award a contract for W.O. 21-23: Police Shooting Range Improvements to Weave Construction in the amount of \$574,048.00.

**BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)**

W.O. 21-23: Police Shooting Range Improvements is a project to improve existing drainage issues, provide stabilized road and shooting range gravel surface sections, provide additional parking, and extend shooting berms. The existing shooting range and access road have serious drainage problems. Water is not draining off the ranges and the ditches are sloughing in from the adjacent hillsides. The access in and around the shooting range is difficult in wet, muddy conditions because there is no gravel section on the road or shooting ranges. This project is intended to fix those issues and make the range useful year-round. The project was advertised on July 30, August 6, and 13, 2021 in the Yellowstone County News and on the City's website. Bids were opened on August 17, 2021, and three bids were received. Weave Constructions submitted the lowest responsible bid.

**ALTERNATIVES**

City Council may:

- Award W.O. 21-23: Police Shooting Range Improvements to Weave Construction in the amount of \$574,048; or,
- Do not award a contract and reject all bids. If the contract is not awarded, maintenance costs of the range will increase and the range will continue to have seasonal access and drainage issues causing it to be unused periodically.

**FISCAL EFFECTS**

The following bids were received and evaluated:

| Contractor         | Base Bid     |
|--------------------|--------------|
| Weave Construction | \$574,048.00 |
| Askin Construction | \$577,589.45 |
| COP Construction   | \$700,994.00 |

The project will be funded from Police Department drug forfeiture funds which are adequate to award the project.

**City Council Regular**

**Date:** 10/11/2021  
**Title:** Contract Award for MET Transit Bus Tire Mileage Lease Program  
**Presented by:** Rusty Logan  
**Department:** Transit  
**Presentation:** No

**RECOMMENDATION**

Staff recommends that City Council approve the Five-Year Tire Mileage Lease Contract with Goodyear Tire & Rubber Company and authorize the Mayor to execute the Contract.

**BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)**

For the past 28 years, MET Transit has contracted a multi-year tire mileage lease program for tires used on the Transit bus fleet. Due to the unique size and heavy-duty construction of the intra-city radial tires, this type of tire is generally only available for lease and cannot be purchased direct. The current lease expired on August 31, 2021. MET Transit is currently exercising an optional "run out" period of six months for current inventory on hand. The new lease contract will be awarded prior to the "run out" period expiration.

Bids were solicited by advertising in the *Yellowstone County News* on August 13, 20, and 27, 2021. The bid packet was also placed on the City's Website and bid packets were directly mailed to known potential vendors. Bids were received and opened on September 07, 2021 at 2:00 p.m. Historically, MET Transit has received bids from three manufacturers; however, only two bids were received from manufacturers, Bridgestone Americas Tire Operations and Goodyear Tire & Rubber Company. Bids are on a cost per mile basis and are as follows:

| <b>BRIDGESTONE</b> |               |               |               |               |               |
|--------------------|---------------|---------------|---------------|---------------|---------------|
|                    | <b>YEAR 1</b> | <b>YEAR 2</b> | <b>YEAR 3</b> | <b>YEAR 4</b> | <b>YEAR 5</b> |
| <b>315/80R22.5</b> | \$0.005380    | \$0.005488    | \$0.005597    | \$0.005765    | \$0.005996    |
| <b>225/70R18.5</b> | \$0.005546    | \$0.005657    | \$0.005770    | \$0.005943    | \$0.006483    |
| <b>275/70R22.5</b> | \$0.005817    | \$0.005933    | \$0.006052    | \$0.006233    | \$0.006181    |

| <b>GOODYEAR</b>    |               |               |               |               |               |
|--------------------|---------------|---------------|---------------|---------------|---------------|
|                    | <b>YEAR 1</b> | <b>YEAR 2</b> | <b>YEAR 3</b> | <b>YEAR 4</b> | <b>YEAR 5</b> |
| <b>315/80R22.5</b> | \$0.005696    | \$0.005868    | \$0.006044    | \$0.006224    | \$0.006474    |
| <b>225/70R18.5</b> | \$0.005874    | \$0.006050    | \$0.006232    | \$0.006420    | \$0.006674    |
| <b>275/70R22.5</b> | \$0.004948    | \$0.005096    | \$0.005250    | \$0.005408    | \$0.005624    |

The most recent operating year data (2021) was utilized to formulate a projected budget for each proposal; the projection consists of an anticipated 435,000 vehicle miles per year for the EIDorado EZ Rider II (275/70 R22.5), 65,000 vehicle miles per year for the Gillig Low Floor (315/80 R22.5), and 100,000 vehicle miles per year for the Champions LF Transits (225/70 R18.5). These figures are all multiplied by six tires per bus, which results in a total tire mileage of 3,600,000 annually. The tire cost would predominantly be the for the 275/70 R22.5 tires, due to 17 of 25 Transit buses utilizing that tire size.

| <b>GOODYEAR</b>       |                    |                    |                    |                    |                    |                                         |  |
|-----------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-----------------------------------------|--|
|                       | <b>YEAR 1</b>      | <b>YEAR 2</b>      | <b>YEAR 3</b>      | <b>YEAR 4</b>      | <b>YEAR 5</b>      | <b>Total<br/>Projected<br/>Contract</b> |  |
| 275/70 R22.5          | \$12,914.28        | \$13,300.56        | \$13,702.50        | \$14,114.88        | \$14,678.64        |                                         |  |
| 315/80 R22.5          | \$2,221.44         | \$2,288.52         | \$2,357.16         | \$2,427.36         | \$2,524.86         |                                         |  |
| 225/70 R18.5          | \$3,524.40         | \$3,630.00         | \$3,739.20         | \$3,852.00         | \$4,004.40         |                                         |  |
| <b>Total per year</b> | <b>\$18,660.12</b> | <b>\$19,219.08</b> | <b>\$19,798.86</b> | <b>\$20,394.24</b> | <b>\$21,207.90</b> | <b>\$99,280.20</b>                      |  |

| <b>BRIDGESTONE</b> |               |               |               |               |               |              |
|--------------------|---------------|---------------|---------------|---------------|---------------|--------------|
|                    | <b>YEAR 1</b> | <b>YEAR 2</b> | <b>YEAR 3</b> | <b>YEAR 4</b> | <b>YEAR 5</b> | <b>Total</b> |
| 275/70 R22.5       | \$14,475.06   | \$14,764.77   | \$15,059.70   | \$15,511.23   | \$16,132.41   |              |

|                           |                    |                    |                    |                    |                    |                               |
|---------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-------------------------------|
| 315/80 R22.5              | \$2,098.20         | \$2,140.32         | \$2,182.83         | \$2,248.35         | \$2,338.44         | <b>Projected<br/>Contract</b> |
| 225/70 R18.5              | \$3,490.20         | \$3,559.80         | \$3,631.20         | \$3,739.80         | \$3,889.80         |                               |
| <b>Total per<br/>year</b> | <b>\$20,063.46</b> | <b>\$20,464.89</b> | <b>\$20,873.73</b> | <b>\$21,499.38</b> | <b>\$22,360.65</b> | <b>\$105,262.11</b>           |

**ALTERNATIVES**

City Council may:

- Approve the contract with Goodyear Tire & Rubber Company and authorize the Mayor to execute; or
- Reject all bids received and direct staff on how to proceed.

**FISCAL EFFECTS**

Funding for the tire mileage program has been included in the FY 22 Operating Budget and is more than adequate to cover the anticipated first year cost of \$18,179.22. Updated projected costs are assessed annually during budget creation.

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**City Council Regular**

**Date:** 10/11/2021  
**Title:** Public Works Department FY22 Snow Plowing on Local Streets Bid Award  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No

**RECOMMENDATION**

Staff recommends the City Council award the one-year contract with 3 optional one-year extensions for snow plowing on local streets to K2 Civil Inc at the hourly of \$249 per hour per blade, not to exceed \$450,000 per year.

**BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)**

The City Council approved snow plowing on residential streets by a private contractor in FY18. The City of Billings has 740 lane miles of local streets and does not have the labor or equipment resources to perform the service in-house. The successful bidder will be responsible to plow all local streets in Billings when Public Works staff determines that the plowing is necessary. In general, snow plowing on local streets will be initiated when there is an anticipated snow accumulation of five (5) inches or greater. However, Public Works staff will also take long-term weather forecasts and current conditions of streets into consideration when making the determination.

The bids are for equipment and operators as follows:

- Residential snow plowing to the curb with no hauling of snow
- Minimum of six (6) motor graders that are equivalent to the Caterpillar 12m3 AWD (all wheel drive) or Champion 720A with operators
- City will supply snow gates to the successful bidder if requested
- Single dispatcher
- Minimum of 1 supervisor per shift
- Safety officer/Supervisor to respond to property damage/complaints daily.

The Snow Plowing on Local Streets invitation for bid was advertised on September 10 and 17, 2021 in the Yellowstone County News and on the city's website. Bids were received and opened on September 21, 2021, and two bids were received. K2 Civil, Inc. submitted the lowest responsible bid.

**ALTERNATIVES**

City Council may:

- Approve the contract to K2 Civil, Inc.; or,
- Not approve the contract, which will result in local streets not being plowed this winter.

**FISCAL EFFECTS**

The City received two bids for snow plowing on local streets as shown below:

| Vendor       | Hourly price for equipment and operator |
|--------------|-----------------------------------------|
| K2 Civil Inc | \$249.00 per hour/blade                 |
| Knife River  | \$265.83 per hour/blade                 |

Snow plowing on local streets is in the approved FY22 budget in the amount of \$450,000 using Street Maintenance District 2 funds.

**City Council Regular**

**Date:** 10/11/2021  
**Title:** Public Works Department Media Marketing Consultant Service Agreement  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No

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**RECOMMENDATION**

Staff recommends that City Council approve the one-year agreement with 2 optional one-year extensions for media marketing consultant services with Lee Newspaper Enterprises, INC. (d/b/a Billings Gazette & Amplified) for an annual maximum amount of \$130,000.

**BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)**

The City of Billings Public Works Department has an ongoing need to for media marketing consultant services to improve communication with customers and the community at large. In order to share information and education about department services, including special notifications and alerts, services are required to produce content and support distribution efforts. Services will include a strategic marketing plan, content production such as refined video content, and content distribution through outlets available to the consultant such as new print, website/ social media, and streaming media placement. Content will cover topics, including but not limited to, activities such as construction projects, road closures and snow plowing, and service alerts such as water use restrictions and schedule or policy changes.

A Request for Proposals (RFP) was advertised and nine (9) responses were received. Selection was based on firm experience, key project staff, available resources and consultant location, proposed approach, and cost. The selection committee evaluated the proposals and selected three (3) finalists to interview, reaching a unanimous decision to award the contract to Lee Newspaper Enterprises, Inc.

**ALTERNATIVES**

City Council may:

- Approve the service agreement with Lee Newspaper Enterprises, Inc.; or,
- Not Approve the service agreement with Lee Newspaper Enterprises, Inc.

**FISCAL EFFECTS**

The maximum annual cost for media marketing consultant services provided in the proposed contract is \$130,000.00 and funds are available in the approved FY22 Public Works Department budget for this expenditure.

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**Attachments**

Public Works Department Media Marketing Consultant Agreement 2021



**PUBLIC WORKS DEPARTMENT**  
**MEDIA MARKETING CONSULTANT AGREEMENT**

**THIS AGREEMENT** is made and entered into \_\_\_\_\_  
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 **Lee Newspaper Enterprises,**  
**INC. d/b/a Billings Gazette & Amplified**, of 401 North Broadway, Billings, MT. 59101,  
hereinafter referred to as "**CONSULTANT**."

**WITNESSETH:**

**WHEREAS**, the **CITY** proposes to engage a Media Marketing Consultant for the  
Public Works Department and desires to hire **CONSULTANT** as an independent  
contractor to perform the services as described in the Scope of Work attached hereto as  
Exhibit "A" and by this reference made a part hereof.

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

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

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

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

2. **TERM:** This **AGREEMENT** shall be for a period of one (1) year, from the  
execution of this **AGREEMENT**. This **AGREEMENT** may be extended for two (2) one  
(1) year options by mutual agreement of both parties, in writing, thirty (30) days prior to  
termination of each term.

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 One-Hundred-Thirty-Thousand-Dollars \$130,000.00. Any alteration or deviation from the described Scope of Work or budget will be executed only upon written request.

Except as otherwise specified herein, the **CONSULTANT** shall invoice the **CITY** monthly (or on such other basis as the Parties may mutually determine) for all services rendered pursuant to this **AGREEMENT**. Such invoices shall specify the services provided to the **CITY** during the preceding month and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

Except as otherwise specified herein, the **CITY** shall pay, net of applicable withholding tax, if any, the **CONSULTANT** for said invoice within thirty (30) days after receipt.

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.

The prices established in this **AGREEMENT** shall be extended to other departments within the **CITY** and will be defined under a separate scope, budget and agreement.

The prices established in this **AGREEMENT** may be extended to other political subdivisions within the State of Montana solely at the **CONSULTANT'S** discretion.

**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:**

The **CONSULTANT** SHALL:

- A. 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.

- B. Not indemnify, defend, save and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both the **CITY** and the **CONSULTANT**, the **CONSULTANT** shall indemnify, defend, save, and hold the **CITY** 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**.

The **CITY** SHALL:

- D. Indemnify, defend and save **CONSULTANT**, 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 **CITY** or its agents or employees.
- E. Not indemnify, defend, save and hold the **CONSULTANT** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of the **CONSULTANT** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- F. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both the **CONSULTANT** and the **CITY**, the **CITY** shall indemnify, defend, save, and hold the **CONSULTANT** 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 **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

6. **INSURANCE:**

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

**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 contractors 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.

#### **Specific Insurance Requirements for Cyber/Data Information Security:**

**CONSULTANT** shall purchase and maintain cyber/information security insurance coverage with combined single limits for each wrongful act of \$2,000,000 per occurrence to cover the unauthorized acquisition of personal information such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with §2-6-1501, MCA through §2-6-1503, MCA.

If **CONSULTANT** maintains higher limits than the minimums shown above, the **CITY** requires and shall be entitled to coverage for the higher limits maintained by the **CONSULTANT**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the **CITY**.

Such insurance must cover, at a minimum, privacy notification costs, credit monitoring, forensics investigations, legal fees/costs, regulatory fines and penalties, and third party liability settlements or judgements as may be caused by any act, omission, or negligence of the **CONSULTANT'S** officers, agents, representatives, assigns or subcontractors.

Note: If occurrence coverage is unavailable or cost-prohibitive, the **CITY** will accept 'claims made' coverage providing the following conditions are met:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work;
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work; and,
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Proposer must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

7. **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.

8. **AGREEMENTS OF CITY:**

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the **CITY'S** 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**. For this project, the Project Manager for **CONSULTANT** designated is Dave Worstell and the Project Manager for the **CITY** designated is Amanda Skewis.

9. **NONDISCRIMINATION:**

A. **CONSULTANT** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **CONSULTANT** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONSULTANT** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONSULTANT** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability,

military service or veteran status, or marital status by the persons performing this **AGREEMENT**.

- 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.

The **CONSULTANT** 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. The **CONSULTANT** and any **SUBCONSULTANT** shall abide by the requirements of 41 CFR 60-1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the **CONSULTANT'S** legal duty to furnish information.

- 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 comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
- E. The **CONSULTANT** shall include the provisions of Subsections A through D of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of the **CONSULTANT** under this **AGREEMENT**.
- F. 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.

10. **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**.
11. **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.
12. **CONFLICT OF INTEREST:** **CONSULTANT** shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with **CITY'S** interest. During the term of this **AGREEMENT**, **CONSULTANT** shall not accept any employment or engage in any consulting work which creates a conflict of interest with **CITY** or in any way compromises the services to be performed under this **AGREEMENT**. **CONSULTANT** shall immediately notify **CITY** of any and all violations of this Section upon becoming aware of such violation.
13. **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.
14. **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.
15. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.
16. **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**.



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.

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

18. **SYSTEM SECURITY:** The **CONSULTANT** shall ensure systems delivered under this **AGREEMENT** are adequately secure. For purposes of this **AGREEMENT**, adequate security is defined to require compliance with federal and State of Montana security requirements and to ensure freedom from those conditions that may impair the **CITY** or State's use of its data and information technology or permit unauthorized access to the **CITY** or State's data or information technology.

The **CITY** and State have established control standards and policies that align with the NIST Cybersecurity Framework. The latest revision of NIST SP 800-53 is used for control adherence evaluation established after developing a security categorization utilizing FIPS PUB 199. Thus, **CONSULTANT** shall provide reasonable proof, through independent audit reports, security scans of operating systems, code or the technology environment provided; that the system specified under this **AGREEMENT** meets or exceeds federal and State of Montana security requirements to ensure adequate security and privacy, confidentiality, integrity, and availability of the **CITY** or State's data and information technology. Annual assurance statements shall be delivered to the Contract Liaison. Annual assurance statements must contain a detailed accounting of the security controls provided and must be in the form of a NIST Security Assessment Report or FedRAMP Security Assessment Report.

Prohibited Activities and Spoofing. **CONSULTANT**, Licensor and its officers, employees, agents, subcontractors, and affiliated users, shall not violate or attempt to violate the security of the **CITY** or State's network or interfere or attempt to interfere with the **CITY** or State's systems, networks, authentication measures, servers or equipment, or with the use of or access to the **CITY** or State's network by any other user. Such prohibited activity includes (i) accessing or logging into a server where access is not authorized; (ii) unauthorized probing, scanning, or testing the security or vulnerability of the **CITY** or State's network or other systems; and (iii) attempting to portray itself as the **CITY** or State, or an affiliate of the **CITY** or State, or otherwise attempting to gain access, without authorization, via the **CITY** or State's network or systems to any account or information technology resource not belonging to **CONSULTANT**, Licensor or its officers, employees, agents, subcontractors, and affiliated users ("Spoofing"). **CONSULTANT** or Licensor shall not perform unauthorized Spoofing or scanning of any kind, including user account identity. Systems shall not Spoof the billings.mt.gov or mt.gov domains or engage in Email

Spoofting. Email Spoofting is the creation of email messages with a forged sender address. For example, Email Spoofting includes creating or sending emails using the CITY or State's domain.

19. **OWNERSHIP OF DOCUMENTS:** All information and materials relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, plans, creative materials, content, collateral, and media produced or developed shall be deemed the property of the CITY. Reproducibles of all notes, reports, and plans shall be made available at the CITY'S request.
20. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the CITY. All materials related to this **AGREEMENT** and services provided are considered public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.
21. **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.
22. **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.
23. **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.
24. **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.



25. **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**

Billings Gazette  
**(PRINT BUSINESS NAME ABOVE)**

\_\_\_\_\_  
**WILLIAM A. COLE,  
MAYOR**

Dave Worstell  
**SIGNATURE**

Dave Worstell  
**PRINT NAME**

**APPROVED AS TO FORM:**

President/Publisher  
**PRINT TITLE**

\_\_\_\_\_  
**CITY ATTORNEY'S OFFICE**

**ATTEST:**

\_\_\_\_\_  
**DENISE BOHLMAN, CITY CLERK**



## EXHIBIT A

### Scope of Work

**CONSULTANT** agrees to provide the following engagement to the **CITY** to include;

1. Discovery Meeting with the Public Works Department
2. Media Strategy Proposal and Revisions
3. Ongoing Meetings with the Public Works Department
4. Development of Materials, Content and Media as Defined
5. Campaign Planning and Recommendations
6. Data Analysis/ Reporting

All-inclusive strategic planning, creative and production for both video content and digital display, all edits and media buying, execution, reporting, meetings and project management with content delivery on all defined platforms as outlined in the RFP proposal.

For an annual service retainer rate of \$130,000.00, to be billed out per services used on a monthly basis. **CONSULTANT** also agrees to provide \$32,500.00 in added value on top of the retainer amount. If services exceed the retainer amount, the added value amount will be increased accordingly.

**CONSULTANT** agrees to provide **CITY** the services listed at the noted rate of fee listed:

| MEDIA SELECTION                                                                                          | COST                       |
|----------------------------------------------------------------------------------------------------------|----------------------------|
| <b>PRINT/ONLINE – Billings Gazette</b>                                                                   |                            |
| Billings Gazette print ads                                                                               | Custom Quote               |
| Billings Gazette online impressions                                                                      | \$10-\$30/cpm              |
| <b>TARGETED DIGITAL (PROGRAMMATIC/AUDIENCE EXTENSION)</b>                                                |                            |
| Audience Targeting Display                                                                               | \$6.50/cpm                 |
| Audience Targeting Video                                                                                 | \$14.00/cpm                |
| Audience Targeting Native Display                                                                        | \$6.50/cpm                 |
| Content Based Targeting Display                                                                          | \$6.50/cpm                 |
| Content Based Targeting Video                                                                            | \$14.00/cpm                |
| Content Based Targeting Native Display                                                                   | \$6.50/cpm                 |
| <b>SOCIAL MEDIA TARGETING</b>                                                                            |                            |
| Targeted Social Media Advertising on Facebook and/or Instagram                                           | Media Spend + 20% Mgmt Fee |
| <b>SITE REMARKETING (REMARKETING)</b>                                                                    |                            |
| Website Remarketing - Display                                                                            | \$6.50/cpm                 |
| Website Remarketing - Video                                                                              | \$14.00/cpm                |
| Facebook and/or Instagram Remarketing                                                                    | Media Spend + 20% Mgmt Fee |
| Facebook and/or Instagram Customer Match Remarketing                                                     | Media Spend + 20% Mgmt Fee |
| <b>LOCATION BASED TARGETING</b>                                                                          |                            |
| IP Targeting                                                                                             | Media Spend + 20% Mgmt Fee |
| IP List Match                                                                                            | \$550.00                   |
| Mobile Location Targeting Display                                                                        | \$8.50/cpm                 |
| Mobile Location Targeting Video                                                                          | \$16.00/cpm                |
| <b>STREAMING</b>                                                                                         |                            |
| YouTube TrueView                                                                                         | Media Spend + 20% Mgmt Fee |
| YouTube Channel Set Up                                                                                   | \$35.00 One-Time Set Up    |
| Programmatic Audio                                                                                       | \$17.50/cpm                |
| Connected TV (CTV/OTT)                                                                                   | \$40-\$55/cpm              |
| <b>EMAIL MARKETING</b>                                                                                   |                            |
| Targeted Email Blast                                                                                     | \$20/cpm                   |
| Retarget to EMAIL Blast Openers                                                                          | \$20/cpm                   |
| <b>MEDIA BUYING &amp; PLACEMENT</b>                                                                      |                            |
| Media Buying & Placement (excludes all Billings Gazette placements & Amended media placements)           | Media Spend + 2%           |
| <b>CREATIVE</b>                                                                                          |                            |
| Custom Content Writing                                                                                   | \$90/per page              |
| Static - Digital Ad Creation (4 static digital ad sizes)                                                 | \$100/ad set               |
| Video Creation                                                                                           | Custom Quote               |
| <b>Additional Ad/Content Development – (Print + digital display ad creative provided as added value)</b> | \$125/hr                   |
| <b>ANALYTICS &amp; INSIGHTS</b>                                                                          |                            |
| Research & Insights (first and third party data)                                                         | \$0.00 (ADDED VALUE)       |
| Reporting & Analytics                                                                                    | \$0.00 (ADDED VALUE)       |

**City Council Regular**

**Date:** 10/11/2021  
**Title:** Commercial Aviation FBO Ground Lease with BAG Billings, LLC  
**Presented by:** Kevin Ploehn, Director of Aviation and Transit  
**Department:** Airport  
**Presentation:** No

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**RECOMMENDATION**

Staff recommends that City Council approve the Commercial Aviation Ground Lease with BAG Billings, LLC for a 25-year term commencing October 1, 2021, and ending September 30, 2046.

**BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)**

Beacon Air Group (BAG) principals, Joel Simmons and Kevin Button, propose to construct and operate a second Fixed Base Operator (FBO) business at the Airport. Presently the Airport has one FBO operator, Edwards Jet Center, providing various services for both commercial and general aviation operators. BAG proposes to offer aviation fuel sales, hangar storage, aircraft tie down/parking, aircraft maintenance/repair/servicing, flight/pilot training, charter brokerage, and services for general aviation pilots. The BAG Billings FBO operation will include two phases. Phase 1 will involve the construction of the FBO hangar and an FBO office building. Phase 2 will involve the construction of the second companion FBO hangar.

Staff has worked with BAG Billings on a new 25-year Commercial Aviation Ground Lease that commences October 1, 2021, and terminates September 30, 2046. The location desired by BAG Billings includes an area that is just west of the Operations Building and is presently utilized by the contractor constructing the Terminal Concourse Expansion Project as a staging area. The Airport has worked with BAG Billings on a potential schedule to release each of four parcels constituting the FBO Premises. Areas of the proposed leased premises will be released, as staging area space is no longer needed for the ongoing Terminal Concourse Expansion Project. Rents will be charged and become payable as parcels are released. The new Lease also includes the last available lot in the East End Fuel Farm complex.

**ALTERNATIVES**

City Council may:

- Approve the Commercial Aviation Ground Lease with BAG Billings, LLC for a 25-year term; or
- Not Approve the Commercial Aviation Ground Lease with BAG Billings, LLC for a 25-year term.

**FISCAL EFFECTS**

The initial rental will be for only Parcel A of the FBO Premises and the East End Fuel Farm lot. The first year annual rental for Parcel A and the Fuel Farm lot will be \$13,145.64. Rentals on the remaining FBO Premise Parcels B, C, and D, will be charged immediately upon release by the Airport and at the then current per square foot rate. If all parcels and lots of the premises were immediately available, the first year lease rental for FBO Parcels A-D and the Fuel Farm lot would be \$49,987.56. Lease rentals in subsequent years will be adjusted on an annual basis using the average of the monthly percentage increases for the previous calendar year, as determined by the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics. The initial rate for this property is \$.285 per square foot per annum. This rate for Commercial Lots exceeds the rates charged at other airports in Montana by anywhere from 10.5 cents to 16.5 cents per square foot per annum. When calculated on a per acre basis, this would generate \$12,415 per year or \$310,365 over a 25-year term not including adjustments for inflation. Recent appraisals for raw land in the area have ranged from \$5,500 to \$11,000. For the FBO, the improvements for infrastructure are all sunk costs, since the utilities were all added many years ago to supply services to the hangar complexes to the west. Subsequently, this is a very positive deal for the City and Airport.

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**City Council Regular**

**Date:** 10/11/2021  
**Title:** West End Hangar Ground Lease with Monarch Limited of Montana, LLC  
**Presented by:** Kevin Ploehn, Director of Aviation and Transit  
**Department:** Airport  
**Presentation:** No

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**RECOMMENDATION**

Staff recommends that City Council approve the West End Hangar Ground Lease with Monarch Limited of Montana, LLC for a 25-year term commencing October 1, 2021, and ending September 30, 2046.

**BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)**

Kevin Button of Monarch Limited of Montana, LLC (Monarch Ltd.) desires to construct a new 100 ft. x 120 ft. hangar on the west end of the Airport. The Airport has created a new West End Large Hangar Area to create space for large hangars that accommodate storage of large corporate and private aircraft. This newly created area has space available to accommodate Monarch Ltd.'s request. Staff has worked with Monarch Ltd. on a new 25-year West End Hangar Ground Lease that commences October 1, 2021, and terminates September 30, 2046. The proposed leased premises includes a 38,700 square foot parcel on the newly named street Altimeter Drive. The Monarch Ltd. hangar will be the first hangar constructed in the new West End Large Hangar Area. As a principal owner in both Monarch Ltd. and BAG Billings, LLC, Monarch Ltd. intends to coordinate the construction of this hangar with the construction of the FBO hangar and office building that will be constructed by BAG Billings, LLC under a separate 25-year Commercial Aviation Ground Lease.

**ALTERNATIVES**

City Council may:

- Approve the West End Hangar Ground Lease with Monarch Limited of Montana, LLC for a 25-year term; or
- Not Approve the West End Hangar Ground Lease with Monarch Limited of Montana, LLC for a 25-year term.

**FISCAL EFFECTS**

The initial annual rental for this Lease will be \$11,029.56. Lease rentals in subsequent years will be adjusted on an annual basis using the average of the monthly percentage increases for the previous calendar year, as determined by the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics. For the Monarch site, the infrastructure costs for the City were \$235,000. This site could accommodate four of these size hangars. At \$11,029 per hangar, this would total \$44,116 per year. After 25 years, the revenue would be \$1,102,900 providing a 4.7x ROI.

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**City Council Regular**

**Date:** 10/11/2021  
**Title:** FIRE/Grant Award \$40,000 for Billings Regional HazMat Team  
**Presented by:** Pepper Valdez, Fire Chief  
**Department:** Fire  
**Presentation:** No

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**RECOMMENDATION**

Staff recommendation is to accept the FY21 Homeland Security Grant funds in the amount of \$40,000 on behalf of the Billings Regional HazMat Team.

**BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)**

The Billings Regional HazMat Team applied for the FY 21 Homeland Security Grant in order to sustain and update specialized HazMat equipment and supplies such as chemical protective clothing, gas monitoring equipment and sensors and upgrade existing portable radio communication system that is used in the field.

**ALTERNATIVES**

City Council may approve or not approve accepting the \$40,000 FY 21 Homeland Security Grant funds on behalf of the Billings Regional HazMat Team.

**FISCAL EFFECTS**

These funds will be used to sustain and update specialized HazMat equipment and supplies to continue responding to incidents involving hazardous materials with capabilities necessary to save lives, stabilize the incident and conserve property.

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**City Council Regular**

**Date:** 10/11/2021  
**Title:** 2021 Federal Homeland Security Grant for Bomb Squad - \$100,000  
**Presented by:** Rich St. John, Police Chief  
**Department:** Police  
**Presentation:** No

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**RECOMMENDATION**

Staff recommends City Council approve and accept the Federal FY 2021 Homeland Security Grant in the amount of \$100,000.

**BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)**

The State of Montana has \$100,000 available through the Federal FY 2021 U.S. Department of Homeland Security Grant Program and has offered a subgrant to the City of Billings Bomb Squad for training and equipment. This will be the City's eleventh year receiving Homeland Security Grant funds, which have been used for equipment and training.

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

**ALTERNATIVES**

City Council may:

- Approve the Federal FY21 U.S. Department of Homeland Security Grant for the Bomb Squad in the amount of \$100,000; or,
- Not Approve the Federal FY21 U.S. Department of Homeland Security Grant for the Bomb Squad in the amount of \$100,000; which would result in the General Fund absorbing cost related to Bomb Squad training.

**FISCAL EFFECTS**


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

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**Attachments**

Grant

## Obligating Document for Award

|                                                                                                                                                                                                                   |                                                                                                              |                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| STATE GRANT NUMBER:<br>21HSBLNGEOD                                                                                                                                                                                | SUB-RECIPIENT NAME AND ADDRESS:<br><br>Billings Police Department<br>220 N 27th St<br>Billings, MT 59101,    | ISSUING STATE OFFICE AND ADDRESS:<br><br>Montana Disaster and Emergency Services<br>P.O. Box 4789<br>1956 MT Majo Street<br>Fort Harrison, MT 59636-4789 |
| FEDERAL AGREEMENT NUMBER:<br>EMW-2021-SS-00042                                                                                                                                                                    |                                                                                                              |                                                                                                                                                          |
| AMENDMENT NUMBER:                                                                                                                                                                                                 |                                                                                                              |                                                                                                                                                          |
| NAME OF SUB-RECIPIENT AUTHORIZED REPRESENTATIVE:<br><br>Garrett Peterson                                                                                                                                          | SUB-RECIPIENT AUTHORIZED REPRESENTATIVE CONTACT INFORMATION:<br><br>petersong@billingsmt.gov<br>406-691-0170 |                                                                                                                                                          |
| EFFECTIVE DATE OF THIS ACTION:<br><br>10/01/2021                                                                                                                                                                  | METHOD OF PAYMENT:<br><br>EFT                                                                                | NAME AND CONTACT INFORMATION OF MT DES GRANT COORDINATORS:<br><br>Amanda Avard<br>amanda.avard@mt.gov<br>406-202-4195                                    |
| FEDERAL AWARD AMOUNT: \$100,000.00                                                                                                                                                                                |                                                                                                              | PERIOD OF PERFORMANCE:<br>From: 10/01/2021                      To: 09/30/2022                                                                           |
| ASSISTANCE ARRANGEMENT:<br><br>Cost Reimbursement                                                                                                                                                                 | CFDA #:<br><br>97.067                                                                                        | Budget Period:<br>From: 10/01/2021                      To: 09/30/2022                                                                                   |
| SUB-RECIPIENT SIGNATORY OFFICIAL (Name and Title)<br><br><i>William A Cole, Mayor</i>                                                                                                                             |                                                                                                              | DATE<br><br>9-20-21                                                                                                                                      |
| SUB-RECIPIENT AUTHORIZED REPRESENTATIVE (Name and Title)                                                                                                                                                          |                                                                                                              | DATE                                                                                                                                                     |
| MT DES SIGNATORY (Name and Title)<br><br><br>Burke Honzel, Preparedness Bureau Chief, Authorized Organizational Representative |                                                                                                              | DATE<br><br>15 September 2021                                                                                                                            |

**City Council Regular**

**Date:** 10/11/2021  
**Title:** Amended Plat of Olympic Park Subdivision  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No

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**RECOMMENDATION**

Staff recommends that the City Council approve the amended subdivision plat for Olympic Park Subdivision, Amended Lots 1B-1 through 1B-5 of Amended Lot 1B, of Amended Lot 1, Block 20.

**BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)**

The plat of Amended Lots 1B-1 through 1B-5 of Amended Lot 1B, of Amended Lot 1, Block 20, Olympic Park Subdivision, is located at the northeast corner of King Avenue West and Shiloh Road. The subdivision was platted with access control along King Avenue West and Shiloh Road. The developer desires to relocate the two along Shiloh Road. The developer is proposing to move each access north, away from the Shiloh Road and King Avenue West intersection. Both locations are restricted to right-in, right-out access to Shiloh Road. The Public Works Engineering Division has reviewed the impacts of these access changes and has no concerns. Attached is a copy of the amended plat of Olympic Park Subdivision, Amended Lots 1B-1 through 1B-5 of Amended Lot 1, Block 20.

**ALTERNATIVES**

City Council may:

- Approve the subdivision plat for Olympic Park Subdivision, Amended Lots 1B-1 through 1B-5 of Amended Lot 1, Block 20, or;
- Disapprove the subdivision plat. If the subdivision plat is not approved, the developer will have to re-design the site utilizing the existing access points.

**FISCAL EFFECTS**

There is no financial impact to the City with acceptance of this plat.

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**Attachments**

Subdivision Plat

PLAT OF AMENDED LOTS 1B-1 THROUGH 1B-5 OF AMENDED LOT 1B, OF AMENDED LOT 1, BLOCK 20,  
**OLYMPIC PARK SUBDIVISION**  
 LOCATED IN THE SW 1/4 OF SECTION 11, TOWNSHIP 01 S, RANGE 25 E, P.M.M., CITY OF BILLINGS,  
 YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : BILLINGS 13 RE, LLC  
 PREPARED BY : PERFORMANCE ENGINEERING, LLC



PURPOSE OF SURVEY : LOT AGGREGATION  
 & BOUNDARY LINE RELOCATION  
 DATE OF SURVEY : JUNE 2021

**CERTIFICATE OF CITY COUNCIL APPROVAL**

STATE OF MONTANA )  
 County of Yellowstone )

We hereby certify that we have examined the annexed and foregoing PLAT OF AMENDED LOTS 1B-1 THROUGH 1B-5 OF AMENDED LOT 1B, OF AMENDED LOT 1, BLOCK 20 OF OLYMPIC PARK SUBDIVISION, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of the Yellowstone County Board of Planning. It is therefore approved, and the dedication to public use of any land and all lands shown on this plat as being dedicated to such use as accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 CITY OF BILLINGS, MONTANA

By: \_\_\_\_\_  
 Mayor  
 Attest: \_\_\_\_\_  
 City Clerk

**CERTIFICATE OF CITY ATTORNEY**

This document has been reviewed by the City Attorney and is acceptable as to form:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Reviewed by \_\_\_\_\_

**CERTIFICATE OF COUNTY TREASURER**

I hereby certify, pursuant to Section 76-3-207(3) M.C.A., 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

**ERRORS AND OMISSIONS REVIEW**

I hereby certify that I have examined the foregoing plat for errors and omissions in computations and drafting.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Examining Land Surveyor

**CERTIFICATE OF SURVEYOR**

I, the undersigned Mark W. Kadrmas, Registered Land Surveyor, do hereby certify that this survey was done under my direct supervision of a tract of land located in the SW 1/4 of Section 11, Township 01S, Range 25E, P.M.M., City of Billings, Yellowstone County, Montana, said property being Lots 1B-1 through 1B-5 of the Plat of Amended Lot 1B of Amended Lot 1, Block 20 of Olympic Park Subdivision, less the Shiloh Road right-of-way (Doc. No. 3468058).

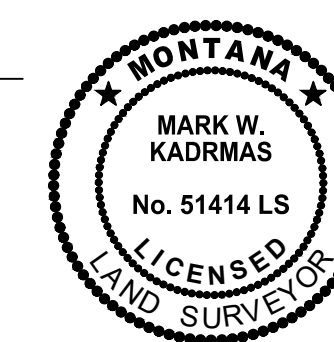
Said tracts contain a gross and net area of 6.195 acres, more or less.

Said tracts subject to all easements and right-of-ways of record or apparent on the ground.

This survey was conducted in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76-3-101 thru 76-3-625, M.C.A.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Mark W. Kadrmas, PLS 51414LS



**LEGAL DESCRIPTION AND OWNER CERTIFICATION**

The undersigned owner(s) do hereby certify that they have cause to be surveyed, aggregated, and platted in to lots, blocks, roads, and other divisions and dedications, as shown on this plat hereto included, the following described as follows:

Being Lots 1B-1 through 1B-5 of the Plat of Amended Lot 1B of Amended Lot 1, Block 20 of Olympic Park Subdivision, less the Shiloh Road right-of-way (Doc. No. 3468058), located in the SW 1/4 of Section 11, Township 01 South, Range 25 East, P.M.M., City of Billings, Yellowstone County, Montana.

Said tract contains 6.195 acres, more or less, in net and gross.

The undersigned hereby certifies that the purpose of this survey is to aggregate lots and relocate common boundary lines within a platted subdivision to establish larger aggregate parcels and therefore is exempt from subdivision review pursuant to Sections 76-3-207(1)(f) and 76-3-207(1)(d), M.C.A.

The area that is being removed from one tract of record and joined with another tract of record is not itself a tract of record. Said area shall not be available as a reference legal description in any subsequent real property transfer after the initial transfer associated with the amended plat on which said area is described, unless said area is included with or excluded from adjoining tracts of record, pursuant to ARM 24.183.1104(f)(iii)(C).

This survey is not subject to review by the Department of Environmental Quality pursuant to ARM 17.36.605(3).

Billings 13 RE, LLC

Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_

STATE OF MONTANA )  
 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 Billings 13 RE, 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 \_\_\_\_\_

**BASIS OF BEARING**

Bearings shown are derived from a low distortion Lambert Conformal Conic single parallel projection with parameters as follows:

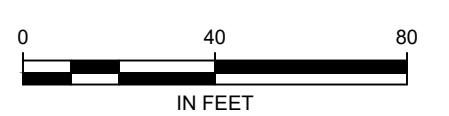
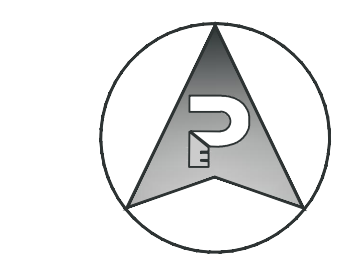
Latitude of Origin: 45° 47' 00" N  
 Longitude of Origin: 108° 25' 00" W  
 Mapping Scale Factor: 1.0001518

Distances are ground.

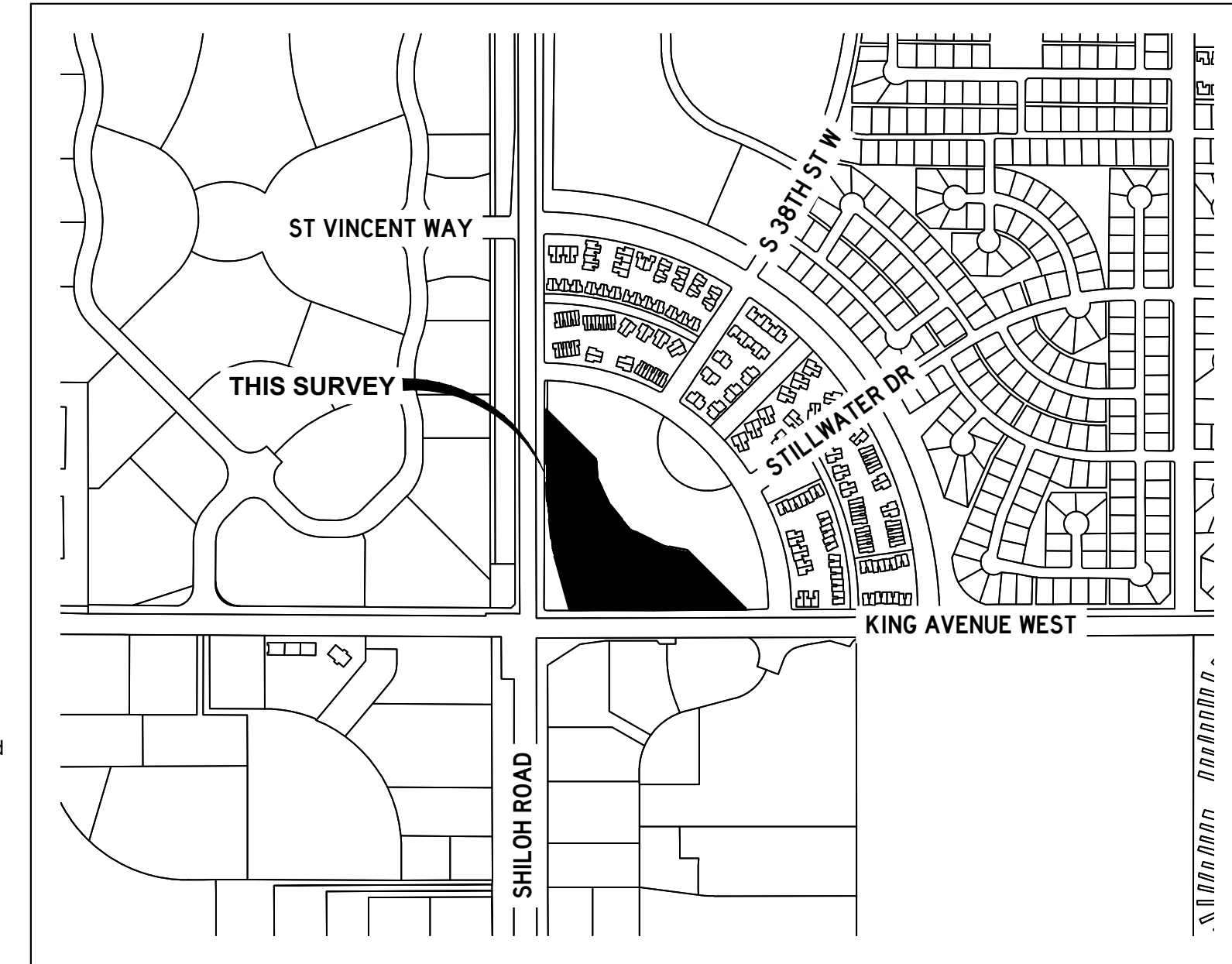
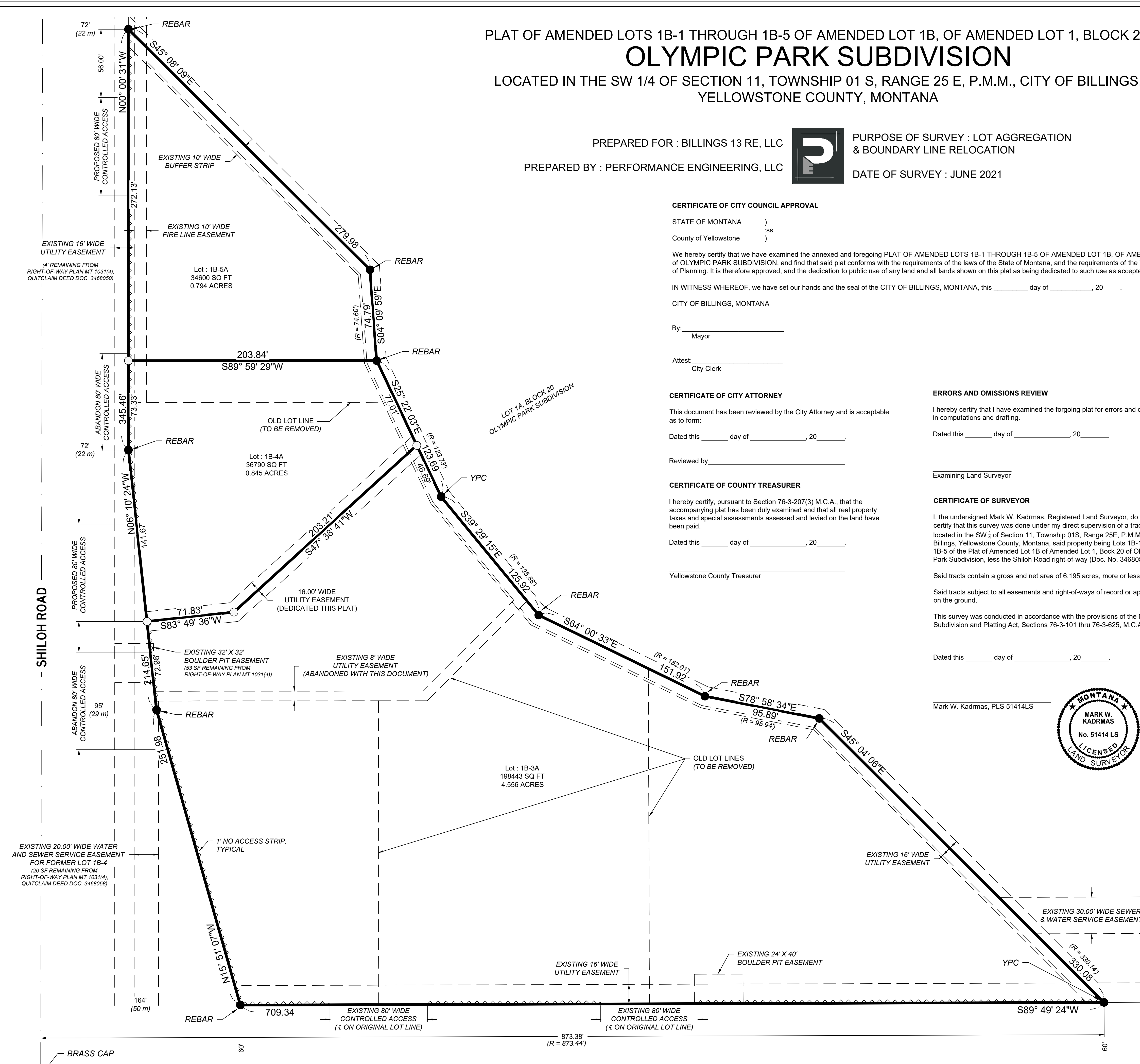
**SURVEYOR'S NOTE**

Unless otherwise noted, record distances between found monuments shown hereon are within local accepted practice.

| LEGEND                              |           |
|-------------------------------------|-----------|
| PROPERTY BOUNDARY                   | —————     |
| SECTION LINE                        | -----     |
| EASEMENT LINE                       | - - - - - |
| FOUND PROPERTY CORNER, AS DESCRIBED | ●         |
| SET PROPERTY CORNER                 | ○         |
| FOUND SECTION CORNER                | ⊕         |



**SHEET 1 OF 1**



C:\Users\Craig\Dalton\Dropbox (PEC Billings)\PEC Billings Team Folder\Town Pump\2020-171 TP Shiloh And King\CADD\DWG\Plat20-171 TP Prelim Plat.dwg  
 9/21/2021 10:41:10 AM  
 PLS 51414LS

**City Council Regular**

**Date:** 10/11/2021  
**Title:** Ward Boundary Expansion Ordinance Second Reading - Annexation 21-10  
**Presented by:** Monica Plecker  
**Department:** Planning & Community Services  
**Presentation:** No

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**RECOMMENDATION**

Staff recommends the City Council hold a public hearing and approve this ordinance on second reading, adding recently annexed property to Ward IV.

**BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)**

Dan Wells of Regal Land Development submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located south of Sweetgrass Creek Drive between 54th and 58th Street West. The property is described as proposed Lot 1 of RL Subdivision. The metes and bounds description detailing the area to be annexed is attached to this staff report and the exhibit is included as an attachment to the Resolution of Annexation. The annexation includes all adjacent right-of-way of 58th Street West. The annexation containing 55.103 gross and 53.454 net acres. Upon Council approval, this annexation requires a change in the boundaries of Ward IV. Two readings are required for this action. The first reading and public hearing was held on September 27th.

**ALTERNATIVES**

City Council may:

- Approve adding the subject property to Ward IV, or;
- Disapprove adding the subject property to Ward IV. Disapproval will not modify the boundary of Ward IV and will create a problem where property inside the City Limits is not within a City Ward.

**FISCAL EFFECTS**

This item has no impact on the Planning Division Budget.

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**Attachments**

Ward Boundary Ordinance  
Legal Description Referenced in Staff Report

**ORDINANCE NO. 21-\_\_\_\_\_**

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD IV PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:**

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward IV the following described real property:

Tracts of Land situated in the NE 1/4 and NW 1/4 of Section 31, T.1N., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Being a portion of Amended Planting Area, of Amended Plat of Block 7 Planting Area, Yellowstone Meadows – Phase Three, recorded June 15, 2016, under Document No. 3780085, further described as;

Beginning at the southeast Right-Of-Way (R-O-W) intersection of Clear Creek Drive and 58th Street West; thence along the south R-O-W of Clear Creek Drive, the east and south R-O-W of Sweetgrass Creek Drive, the west R-O-W of Deer Creek Lane, and the south R-O-W of Trail Creek Drive following six courses,

S 89°44'38" E for a distance of 175.15 feet,

N 00°15'22" for a distance of 295.00 feet,

Along a curve to the right with a radius of 66.97 feet and arc length of 104.63 feet a delta angle of 89°31'00" (chord bearing N 45°00'52" E chord length of 94.31 feet),

N 89°46'22" E for a distance of 1,762.80 feet,  
S 00°12'54" E for a distance of 331.98 feet;  
N 89°43'24" E for a distance of 1.40 feet;  
Thence S 00°15'00" W leaving said R-O-W's for a distance of 426.00 feet;  
Thence N 89°43'24" E for a distance of 576.68 feet to a point on the west R-O-W  
of South 54th Street West;  
Thence S 00°15'00" W and along said R-O-W for a distance of 272.01 feet;  
Thence S 89°43'24" W and leaving said R-O-W for a distance of 781.01 feet;  
Thence N 00°16'36" W for a distance of 8.00 feet;  
Thence S 89°43'24" W for a distance of 599.78 feet;  
Thence S 59°46'22" W for a distance of 342.68 feet;  
Thence S 89°46'22" W for a distance of 909.53 feet to a point on the east R-O-W  
of 58th Street West;  
Thence N 00°17'16" E for a distance of 834.11 feet to the Point Of Beginning.

Said tract of land describes Lot 1 of proposed R.L. Subdivision.

Including all adjacent right-of-way of 58th Street West.

Said annexation containing 55.103 gross and 53.454 net acres.

(# 21-10) See Exhibit "A" Attached

2. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the

election administrator not more than ten (10) days after the effective date of this ordinance.

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

PASSED by the City Council on the first reading this 27<sup>th</sup> day of September, 2021.

PASSED by the City Council on the second reading this 11<sup>th</sup> day of October, 2021.

THE CITY OF BILLINGS:

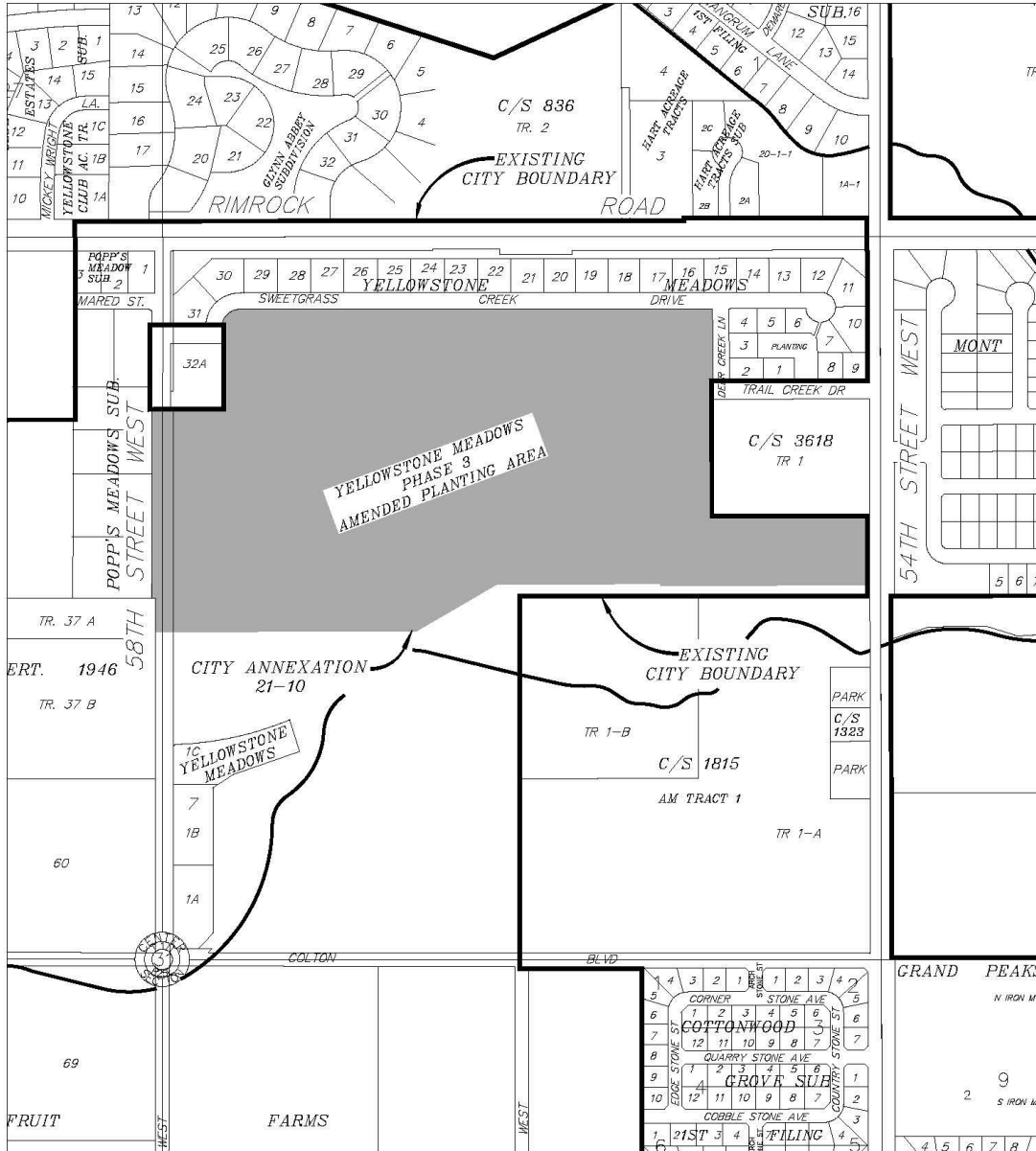
\_\_\_\_\_  
William A. Cole, MAYOR

ATTEST:

BY: \_\_\_\_\_  
Denise Bohlman, CITY CLERK

(#21-10)

# EXHIBIT 99 A



ANNEXATION # 21-10

Legal Description of Property to be annexed

Annexation Legal Description:

Tracts of Land situated in the NE 1/4 and NW 1/4 of Section 31, T.1N., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Being a portion of Amended Planting Area, of Amended Plat of Block 7 Planting Area, Yellowstone Meadows – Phase Three, recorded June 15, 2016, under Document No. 3780085, further described as;

Beginning at the southeast Right-Of-Way (R-O-W) intersection of Clear Creek Drive and 58th Street West; thence along the south R-O-W of Clear Creek Drive, the east and south R-O-W of Sweetgrass Creek Drive, the west R-O-W of Deer Creek Lane, and the south R-O-W of Trail Creek Drive following six courses,

S 89°44'38" E for a distance of 175.15 feet,

N 00°15'22" for a distance of 295.00 feet,

Along a curve to the right with a radius of 66.97 feet and arc length of 104.63 feet a delta angle of 89°31'00" (chord bearing N 45°00'52" E chord length of 94.31 feet),

N 89°46'22" E for a distance of 1,762.80 feet,

S 00°12'54" E for a distance of 331.98 feet;

N 89°43'24" E for a distance of 1.40 feet;

Thence S 00°15'00" W leaving said R-O-W's for a distance of 426.00 feet;

Thence N 89°43'24" E for a distance of 576.68 feet to a point on the west R-O-W of South 54th Street West;

Thence S 00°15'00" W and along said R-O-W for a distance of 272.01 feet;

Thence S 89°43'24" W and leaving said R-O-W for a distance of 781.01 feet;

Thence N 00°16'36" W for a distance of 8.00 feet;

Thence S 89°43'24" W for a distance of 599.78 feet;

Thence S 59°46'22" W for a distance of 342.68 feet;

Thence S 89°46'22" W for a distance of 909.53 feet to a point on the east R-O-W of 58th Street West;

Thence N 00°17'16" E for a distance of 834.11 feet to the Point Of Beginning. Said tract of land describes Lot 1 of proposed R.L. Subdivision.

Including all adjacent right-of-way of 58th Street West.

Said annexation containing 55.103 gross and 53.454 net acres.

(# 21-10) See Exhibit "A" Attached

**City Council Regular**

**Date:** 10/11/2021  
**Title:** Ward Boundary Expansion Ordinance Second Reading - Annexation 21-11  
**Presented by:** Monica Plecker  
**Department:** Planning & Community Services  
**Presentation:** No

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**RECOMMENDATION**

Staff recommends the City Council hold a public hearing and approve this ordinance on second reading, adding recently annexed property to Ward V.

**BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)**

Messinger Company, Inc. submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located between South Frontage Road and Trade Center Avenue. The property is described as Tract 11A, of Amended Tracts 10 and 11 of Certificate of Survey 1391 and Lots 2, 3, and 4, Block 3, of Shackelford-Yellowstone Subdivision 3rd Filing. The annexation contains 26.425 gross and 13.729 net acres of land. Upon Council approval, this annexation requires a change in the boundaries of Ward V. Two readings are required for this action. The first reading and public hearing was held September 27, 2021.

**ALTERNATIVES**

Council may:

- Approve adding the subject property to Ward V, or;
- Disapprove adding the subject property to Ward V. Disapproval will not modify the boundary of Ward V and will create a problem where property inside the City Limits is not within a City Ward.

**FISCAL EFFECTS**

This item has no impact on the Planning Division Budget.

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**Attachments**

Ward Boundary Ordinance

**ORDINANCE NO. 21-\_\_\_\_\_**

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD V PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:**

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward V the following described real property:

Tracts of Land situated in the NW 1/4 of Section 24, T.1S., R.25E, P.M.M.,  
Yellowstone County, Montana, more particularly described as follows:

Tract 11A, of Amended Tracts 10 and 11 of Certificate of Survey 1391, recorded  
January 09, 1980, under Document No. 1153511;

Lots 2, 3, and 4, Block 3, of Shackelford-Yellowstone Subdivision 3rd Filing,  
recorded June 23, 1981, under Document No. 1201904;

Including adjacent Right-Of-Way of South Frontage Road, Interstate I-90 and  
B.N / Montana Rail Link Railroad

Said annexation containing 26.425 gross and 13.729 net acres, more or less.

(# 21-11) See Exhibit "A" Attached

2. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

PASSED by the City Council on the first reading this 27<sup>th</sup> day of September, 2021.

PASSED by the City Council on the second reading this 11<sup>th</sup> day of October, 2021.

THE CITY OF BILLINGS:

\_\_\_\_\_  
William A. Cole, MAYOR

ATTEST:

BY: \_\_\_\_\_  
Denise Bohlman, CITY CLERK

(#21-11)



**City Council Regular**

**Date:** 10/11/2021  
**Title:** Payment of Claims for week of September 7, 2021  
**Presented by:** Andy Zoeller, Finance Director  
**Department:** Finance  
**Presentation:** No

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**RECOMMENDATION**

Staff recommends Council approve the Payment of Claims

**BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)**

Claims in the amount of \$4,532,860.38 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

**Payment Approval Process**

Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.) Each invoice goes through a multi-step approval process depending upon the amount of the payment.

First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment.

Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached.

If the payment is greater than \$1,000, then it must be approved by the Finance Director or designee. If that payment is greater than \$10,000, then it must be approved by the City Administrator or Assistant City Administrator.

Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of \$2,500 is generated and placed on the next City Council meeting for review.

**ALTERNATIVES**

- No other alternatives were analyzed

**FISCAL EFFECTS**

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.

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**Attachments**

Councilmemo wk of 09062021

| Check Date | Check# | Name                   | Fund Name       | Amount        | Item Desc                                                  |
|------------|--------|------------------------|-----------------|---------------|------------------------------------------------------------|
| 09/07/2021 | 845862 | Alfa Laval             | Wastewater      | \$ 25,369.18  | refurbish DS401 rotating assembly & 6Knm gear box          |
| 09/07/2021 | 845863 | Allstates Coating      | Street/Traffic  | \$ 15,757.50  | white traffic paint                                        |
| 09/07/2021 | 845863 | Allstates Coating      | Street/Traffic  | \$ 13,447.50  | yellow traffic paint totes                                 |
| 09/07/2021 | 845864 | Archie Cochrane        | Transit         | \$ 158.24     | Exhaust Sensors Unit 1824. W/O 200914                      |
| 09/07/2021 | 845864 | Archie Cochrane        | Transit         | \$ 3,937.50   | DFP Filter Unit 1824. W/O 200914                           |
| 09/07/2021 | 845866 | AVI Systems            | General         | \$ 5,203.12   | City Council chambers Zoom                                 |
| 09/08/2021 | 845967 | Bcs Scrip              | City Ins Fund   | \$ 10,000.00  | Healthy Is Fair #2                                         |
| 09/08/2021 | 845967 | Bcs Scrip              | Fleet           | \$ 300.00     | Tool allowance gift cards for Fleet                        |
| 09/08/2021 | 845967 | Bcs Scrip              | General         | \$ 1,000.00   | American Express card for Star Awards, etc.                |
| 09/07/2021 | 845869 | Blgs Ind Revital Dist  | Tax Incrmnt E   | \$ 9,022.50   | Tree Program                                               |
| 09/07/2021 | 845871 | Blgs Symphony Society  | Tax Incrmnt N27 | \$ 181,340.00 | DBA Developmental Incentives FY22 Billings Symphony        |
| 09/07/2021 | 845872 | Boomers Garage N Shop  | Street/Traffic  | \$ 3,149.50   | island delineators                                         |
| 09/07/2021 | 845872 | Boomers Garage N Shop  | Street/Traffic  | \$ 3,149.50   | delineator poles                                           |
| 09/08/2021 | 845969 | Business Tax Section   | Airport         | \$ 1,213.09   | Access Control and CCTV Systems - Eligible Share           |
| 09/08/2021 | 845969 | Business Tax Section   | Airport         | \$ 102.63     | Access Control and CCTV Systems - Ineligible Share         |
| 09/07/2021 | 845874 | Business Tax Section   | Airport         | \$ 11,132.18  | Eight Passenger Boarding Bridges - Local Share             |
| 09/07/2021 | 845874 | Business Tax Section   | Airport         | \$ 11,251.34  | Terminal Construction App #21 - Eligible For Reimbursement |
| 09/07/2021 | 845874 | Business Tax Section   | Airport         | \$ 951.85     | Terminal Construction App #21 - Ineligible Costs           |
| 09/08/2021 | 845969 | Business Tax Section   | Public Safety   | \$ 54.93      | FIRE4: Overhead door replaced                              |
| 09/07/2021 | 845874 | Business Tax Section   | Storm Sewer     | \$ 103.03     | video inspection and reporting of storm mains and inlets   |
| 09/08/2021 | 845969 | Business Tax Section   | Tax Incrmnt N27 | \$ 3,960.69   | WO 20-42 North 29th & 30th Streets Two-Way Conversion      |
| 09/08/2021 | 845969 | Business Tax Section   | Wastewater      | \$ 58.75      | Weed control for all bareground areas w/in WWTP Land       |
| 09/08/2021 | 845969 | Business Tax Section   | Water           | \$ 142.47     | Zone 3 12 Inch Water Main Replacement                      |
| 09/07/2021 | 845878 | Community Seven        | General         | \$ 12,541.25  | PEG Fees April 1 to June 30, 2021 // 4th Qtr FY21          |
| 09/07/2021 | 845882 | Creative Monograms     | P.W. Admin      | \$ 2,880.00   | Hats                                                       |
| 09/07/2021 | 845883 | Cummins Rocky Mt       | Solid Waste     | \$ 452.85     | 49318                                                      |
| 09/07/2021 | 845883 | Cummins Rocky Mt       | Transit         | \$ 30.00      | 38-49379. Freight Hoses & Fittings Unit 1803. W/O 202437   |
| 09/07/2021 | 845883 | Cummins Rocky Mt       | Transit         | \$ 106.32     | 38-49379. Hose & Fittings Unit 1803. W/O 202437            |
| 09/07/2021 | 845883 | Cummins Rocky Mt       | Transit         | \$ 1,494.63   | 38-49841. EGR Valve Unit 1809. W/O 202362                  |
| 09/07/2021 | 845883 | Cummins Rocky Mt       | Transit         | \$ 136.96     | 38-49841. Freight EGR Valve Unit 1809. W/O 202362          |
| 09/07/2021 | 845883 | Cummins Rocky Mt       | Transit         | \$ 80.28      | 38-49865 PO NUM 313114. Coolant                            |
| 09/07/2021 | 845883 | Cummins Rocky Mt       | Transit         | \$ 227.73     | 38-50086. Turbo Replacement Unit 1818. W/O 202596          |
| 09/07/2021 | 845883 | Cummins Rocky Mt       | Wastewater      | \$ 78.60      | NONSTOCKING ITEMS-P.U.D.                                   |
| 09/07/2021 | 845888 | DOWL                   | Planning        | \$ 865.00     | Billings ByPass Corridor Study Inv 4051.21884.01-07        |
| 09/07/2021 | 845888 | DOWL                   | Planning        | \$ 1,967.50   | BILLINGS CTSP UPDATE-LMO4102021 4051.21899.01-3            |
| 09/07/2021 | 845889 | Downtown Blgs Partners | Tax Incrmnt N27 | \$ 23,286.75  | Urban Revitalization District Operating Agreement          |

| Check Date | Check# | Name                  | Fund Name        | Amount          | Item Desc                                                            |
|------------|--------|-----------------------|------------------|-----------------|----------------------------------------------------------------------|
| 09/07/2021 | 845890 | Ecolane USA           | Transit          | \$ 6,499.20     | Paratransit Demand Response & Dispatch Software                      |
| 09/07/2021 | ACH    | Eldorado National CA  | Transit          | \$ 740,136.00   | 8 Replacement 30-foot Diesel MET Transit Buses                       |
| 09/07/2021 | 845891 | Enterprise Rac-Mt/Wy  | PD Program       | \$ 58,534.60    | Lease cars for BPD. More information on file at the BPD.             |
| 09/07/2021 | 845896 | Fountain People       | Park Dist 1      | \$ 1,841.47     | shipping costs                                                       |
| 09/07/2021 | 845896 | Fountain People       | Park Dist 1      | \$ 12,420.00    | water maypole with wired activator button for castlerock sprayground |
| 09/07/2021 | 845900 | Great West Eng        | Solid Waste      | \$ 6,411.71     | MISCELLANEOUS ENGINEERING SERVICES LANDFILL                          |
| 09/07/2021 | 845907 | Hose & Rubber         | Wastewater       | \$ 9,268.82     | LOC Assembly's                                                       |
| 09/07/2021 | 845911 | JBT Aero Tech         | Airport          | \$ 1,102,085.73 | Eight Passenger Boarding Bridges - Local Share                       |
| 09/08/2021 | 845970 | KLE Construction      | Tax Incrmnt S    | \$ 448,183.18   | Hallowell Lane Improvements                                          |
| 09/08/2021 | 845970 | KLE Construction      | Water            | \$ 243,420.66   | Hallowell Lane Improvements                                          |
| 09/07/2021 | 845914 | Knife River           | Street/Traffic   | \$ 2,255.04     | asphalt                                                              |
| 09/07/2021 | 845914 | Knife River           | Street/Traffic   | \$ 3,445.20     | asphalt                                                              |
| 09/07/2021 | 845914 | Knife River           | Street/Traffic   | \$ 570.57       | asphalt                                                              |
| 09/07/2021 | 845914 | Knife River           | Street/Traffic   | \$ 1,796.46     | 1 1/2" crushed base                                                  |
| 09/07/2021 | 845914 | Knife River           | Street/Traffic   | \$ 3,323.16     | asphalt                                                              |
| 09/07/2021 | 845914 | Knife River           | Street/Traffic   | \$ 45.00        | 3/4" crushed base                                                    |
| 09/07/2021 | 845914 | Knife River           | Street/Traffic   | \$ 791.00       | concrete for shiloh centers                                          |
| 09/07/2021 | 845914 | Knife River           | Street/Traffic   | \$ 2,889.00     | asphalt                                                              |
| 09/07/2021 | 845914 | Knife River           | Street/Traffic   | \$ 1,186.50     | concrete for shiloh centers                                          |
| 09/07/2021 | 845914 | Knife River           | Street/Traffic   | \$ 4,155.84     | asphalt                                                              |
| 09/07/2021 | 845914 | Knife River           | Street/Traffic   | \$ 746.82       | asphalt                                                              |
| 09/07/2021 | 845919 | Mail Tech Service     | Central Services | \$ 5,221.35     | August 2021                                                          |
| 09/07/2021 | 845919 | Mail Tech Service     | General          | \$ 633.36       | August 2021                                                          |
| 09/07/2021 | 845920 | Mccain Traffic Supply | Arterial Streets | \$ 4,040.00     | WO 21-16 Rimrock to Virginia Traffic Signal                          |
| 09/07/2021 | 845921 | Midwest Motor Supply  | Airport          | \$ 9,446.77     | Hydraulic Hose Crimper Machine and Supplies                          |
| 09/07/2021 | 845927 | MT Waterworks         | Water            | \$ 181.80       | 1" COUPLING CTS X FLARE 74755Q1                                      |
| 09/07/2021 | 845927 | MT Waterworks         | Water            | \$ 2,134.00     | 3/4" METER LOOPS AKA YOKE                                            |
| 09/07/2021 | 845927 | MT Waterworks         | Water            | \$ 93.12        | 4 X 1- CC TAPPING SADDLE - FOR C900 PLASTIC PIPE                     |
| 09/07/2021 | 845927 | MT Waterworks         | Water            | \$ 1,125.00     | 48 X 84 CURB BOX L/ROD 1-1/2" TAP W/ PENTAGON LID                    |
| 09/07/2021 | 845927 | MT Waterworks         | Water            | \$ 3,062.60     | 6" X 15" C1 FC REPAIR CLAMP - F1-724 X 15 SH                         |
| 09/07/2021 | 845927 | MT Waterworks         | Water            | \$ 859.72       | 6" X 20" CI FC CLAMP - F1-724 X 20 X SH                              |
| 09/07/2021 | 845927 | MT Waterworks         | Water            | \$ 1,096.05     | 6" X 30" CI-FC REPAIR CLAMP - F1-724 X 30 -SH                        |
| 09/07/2021 | 845927 | MT Waterworks         | Water            | \$ 2,943.60     | 8" MJ GATE VALVE P/N: 2608BLAFMMU                                    |
| 09/07/2021 | 845927 | MT Waterworks         | Water            | \$ 397.38       | 8x2 saddles                                                          |
| 09/07/2021 | 845927 | MT Waterworks         | Water            | \$ 75.60        | HOSE NOZZLE O-RING K81 - #K8145 (#K8145)                             |
| 09/07/2021 | 845929 | NorMont Equipment     | Street/Traffic   | \$ 3,317.00     | broom wire for sweepers                                              |

| Check Date | Check# | Name                | Fund Name     | Amount       | Item Desc                                      |
|------------|--------|---------------------|---------------|--------------|------------------------------------------------|
| 09/08/2021 | 845972 | NorthWestern Energy | Airport       | \$ 12.52     | 0712534-7. Entrance to Gate 16. August 2021    |
| 09/08/2021 | 845972 | NorthWestern Energy | Airport       | \$ 19.48     | 0712791-3. Gate 16. August 2021                |
| 09/08/2021 | 845972 | NorthWestern Energy | Airport       | \$ 17.32     | 0712795-4. Gate 17. August 2021                |
| 09/08/2021 | 845972 | NorthWestern Energy | Airport       | \$ 22.79     | 0712797-0. Gate 9. August 2021                 |
| 09/08/2021 | 845972 | NorthWestern Energy | Airport       | \$ 6.00      | 0712805-1. IP-10. August 2021                  |
| 09/08/2021 | 845972 | NorthWestern Energy | Airport       | \$ 8.16      | 0712813-5. Burn Pit. August 2021               |
| 09/08/2021 | 845972 | NorthWestern Energy | Airport       | \$ 16.69     | 0719759-3. Gate 12. August 2021                |
| 09/08/2021 | 845972 | NorthWestern Energy | Airport       | \$ 62.44     | 0719760-1. Gate 14. August 2021                |
| 09/08/2021 | 845972 | NorthWestern Energy | Airport       | \$ 19.74     | 0719761-9. Gate 15. August 2021                |
| 09/08/2021 | 845972 | NorthWestern Energy | Airport       | \$ 18.84     | 0719762-7. Gate 13. August 2021                |
| 09/08/2021 | 845972 | NorthWestern Energy | Airport       | \$ 16.55     | 0720296-3. Gate 29. August 2021                |
| 09/08/2021 | 845972 | NorthWestern Energy | Airport       | \$ 18.74     | 2114868-9. Runway Weather System. August 2021  |
| 09/08/2021 | 845972 | NorthWestern Energy | Engineering   | \$ 37.93     | Billings Depot Service                         |
| 09/08/2021 | 845972 | NorthWestern Energy | General       | \$ 77.33     | 0712539-6                                      |
| 09/08/2021 | 845972 | NorthWestern Energy | General       | \$ 187.56    | 0712683-2                                      |
| 09/08/2021 | 845972 | NorthWestern Energy | General       | \$ -         | 1635289-0                                      |
| 09/08/2021 | 845972 | NorthWestern Energy | Park Dist 1   | \$ 6.00      | 0831702-6                                      |
| 09/08/2021 | 845972 | NorthWestern Energy | Park Dist 1   | \$ 47.70     | 0920801-8                                      |
| 09/08/2021 | 845972 | NorthWestern Energy | Park Dist 1   | \$ 354.75    | 1141284-8                                      |
| 09/08/2021 | 845972 | NorthWestern Energy | Park Dist 1   | \$ 1,734.58  | 1160780-1                                      |
| 09/08/2021 | 845972 | NorthWestern Energy | Park Dist 1   | \$ 18.46     | 3020837-5                                      |
| 09/08/2021 | 845972 | NorthWestern Energy | Parking       | \$ 1,145.92  | 1569636-2                                      |
| 09/08/2021 | 845972 | NorthWestern Energy | Parking       | \$ 50.89     | 3279035-4                                      |
| 09/08/2021 | 845972 | NorthWestern Energy | Parking       | \$ 58.12     | 3463478-2                                      |
| 09/08/2021 | 845972 | NorthWestern Energy | Parks Maint   | \$ 240.15    | 1059093-3                                      |
| 09/08/2021 | 845972 | NorthWestern Energy | Public Safety | \$ 797.30    | 0712537-0                                      |
| 09/08/2021 | 845972 | NorthWestern Energy | Public Safety | \$ 366.38    | 0720840-8                                      |
| 09/08/2021 | 845972 | NorthWestern Energy | Wastewater    | \$ 56.30     | 0723383-6                                      |
| 09/08/2021 | 845972 | NorthWestern Energy | Wastewater    | \$ 322.53    | 0723878-5                                      |
| 09/08/2021 | 845972 | NorthWestern Energy | Wastewater    | \$ 2,229.30  | 2132749-9                                      |
| 09/08/2021 | 845972 | NorthWestern Energy | Water         | \$ 9.76      | 0722249-0                                      |
| 09/08/2021 | 845972 | NorthWestern Energy | Water         | \$ 1,698.86  | 0722252-4                                      |
| 09/08/2021 | 845972 | NorthWestern Energy | Water         | \$ 6,375.46  | 0722270-6                                      |
| 09/08/2021 | 845972 | NorthWestern Energy | Water         | \$ 2,686.00  | 0723043-6                                      |
| 09/07/2021 | 845931 | Pace                | Storm Sewer   | \$ 10,199.78 | video inspection and reporting of storm drains |
| 09/07/2021 | 845938 | Rimrock Foundation  | Court Grants  | \$ 2,520.00  | 21 July Rimrock Ancillary                      |

| Check Date | Check# | Name                  | Fund Name    | Amount          | Item Desc                                                  |
|------------|--------|-----------------------|--------------|-----------------|------------------------------------------------------------|
| 09/07/2021 | 845938 | Rimrock Foundation    | Court Grants | \$ 3,890.86     | 21 July Rimrock No Ins., Copays, deduct                    |
| 09/07/2021 | 845938 | Rimrock Foundation    | Court Grants | \$ 300.00       | 21 July Rimrock Screenings                                 |
| 09/07/2021 | 845943 | Sletten Construction  | Airport      | \$ 1,113,882.78 | Terminal Construction App #21 - Eligible For Reimbursement |
| 09/07/2021 | 845943 | Sletten Construction  | Airport      | \$ 94,233.03    | Terminal Construction App #21 - Ineligible Costs           |
| 09/07/2021 | 845946 | Stahly Engineering    | Gas Tax      | \$ 2,161.48     | SID 1416 Gleneagles Boulevard Professional Services        |
| 09/07/2021 | 845946 | Stahly Engineering    | SID Const    | \$ 14,196.63    | SID 1416 Gleneagles Boulevard Professional Services        |
| 09/07/2021 | 845946 | Stahly Engineering    | Storm Sewer  | \$ 2,021.79     | SID 1416 Gleneagles Boulevard Professional Services        |
| 09/07/2021 | 845947 | Stewart Title         | CDBG         | \$ 15,000.00    | FTHB Amanda Suazo 4102 Phillip                             |
| 09/07/2021 | 845951 | TC Sales & Service    | Wastewater   | \$ 5,713.76     | Bearing frame                                              |
| 09/07/2021 | 845953 | TNT Springs Inc       | Fleet        | \$ 403.55       | 204446 PO NUM 313102                                       |
| 09/07/2021 | 845953 | TNT Springs Inc       | Fleet        | \$ 2,634.52     | 204450 PO NUM 313102                                       |
| 09/07/2021 | 845953 | TNT Springs Inc       | Fleet        | \$ 338.84       | 204602 PO NUM 313102                                       |
| 09/07/2021 | 845954 | Town & Country Supply | Fleet        | \$ 26,513.49    | 420107 PO NUM 313119                                       |
| 09/07/2021 | 845954 | Town & Country Supply | Transit      | \$ 14,352.01    | 420104 PO NUM 313113. 5998 Gallons Dyed Diesel #2          |
| 09/07/2021 | 845954 | Town & Country Supply | Water        | \$ 294.31       | NONSTOCKING ITEMS-P.U.D.                                   |
| 09/08/2021 | 845973 | Tractor & Equipment   | Solid Waste  | \$ 637.08       | BLCS0761077                                                |
| 09/08/2021 | 845973 | Tractor & Equipment   | Solid Waste  | \$ 1,352.28     | BLCS0761164                                                |
| 09/08/2021 | 845973 | Tractor & Equipment   | Solid Waste  | \$ 5,158.00     | BLCS0761359                                                |
| 09/08/2021 | 845973 | Tractor & Equipment   | Solid Waste  | \$ 411.23       | BLCS0761359                                                |
| 09/08/2021 | 845973 | Tractor & Equipment   | Solid Waste  | \$ 1,049.40     | BLCS0761490                                                |
| 09/08/2021 | 845973 | Tractor & Equipment   | Solid Waste  | \$ 208.84       | BLCS0762110                                                |
| 09/08/2021 | 845973 | Tractor & Equipment   | Solid Waste  | \$ 304.00       | BLWO0210452                                                |
| 09/08/2021 | 845973 | Tractor & Equipment   | Solid Waste  | \$ 34.80        | BLWO0210452                                                |
| 09/08/2021 | 845973 | Tractor & Equipment   | Solid Waste  | \$ 750.82       | BLWO0210561                                                |
| 09/08/2021 | 845973 | Tractor & Equipment   | Solid Waste  | \$ 304.00       | BLWO0210561                                                |
| 09/08/2021 | 845973 | Tractor & Equipment   | Water        | \$ (266.52)     | Dbl pay-BLCS0738984 w/ck836653 & 837261                    |
| 09/08/2021 | 845973 | Tractor & Equipment   | Water        | \$ 116.47       | NONSTOCKING ITEMS-P.U.D.                                   |
| 09/07/2021 | ACH    | U.S. Bank PCards      | Airport      | \$ 36.88        | 360 Office Solutions Inc - PCard                           |
| 09/07/2021 | ACH    | U.S. Bank PCards      | Airport      | \$ 120.00       | A1 Jds Lock - PCard                                        |
| 09/07/2021 | ACH    | U.S. Bank PCards      | Airport      | \$ 7.49         | Albertsons #4041 - PCard                                   |
| 09/07/2021 | ACH    | U.S. Bank PCards      | Airport      | \$ 105.95       | Albertsons #4041 - PCard                                   |
| 09/07/2021 | ACH    | U.S. Bank PCards      | Airport      | \$ 34.92        | Albertsons #4041 - PCard                                   |
| 09/07/2021 | ACH    | U.S. Bank PCards      | Airport      | \$ 360.69       | Alsco Inc. - PCard                                         |
| 09/07/2021 | ACH    | U.S. Bank PCards      | Airport      | \$ 127.29       | Alsco Inc. - PCard                                         |
| 09/07/2021 | ACH    | U.S. Bank PCards      | Airport      | \$ 90.00        | Alsco Inc. - PCard                                         |
| 09/07/2021 | ACH    | U.S. Bank PCards      | Airport      | \$ 12.99        | Amazon Prime*2P7SI3J72 - PCard                             |

| Check Date | Check# | Name             | Fund Name | Amount      | Item Desc                         |
|------------|--------|------------------|-----------|-------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 1,439.92 | Amzn Mktp Us*2D3O94381 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 299.96   | Amzn Mktp Us*2D3U09Tq1 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 27.95    | Amzn Mktp Us*2D8537E02 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 13.56    | Amzn Mktp Us*2D8Bs2Hx0 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 139.60   | Amzn Mktp Us*2D9665TI1 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 122.44   | Amzn Mktp Us*2D9Dg08D1 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 292.49   | Amzn Mktp Us*2P35L4501 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 26.04    | Applied Ind Tech 2422 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 86.80    | Applied Ind Tech 2422 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 260.40   | Applied Ind Tech 2422 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 2,472.01 | Armecost Trane Service Co - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 6.00     | Bargreen Ellingson #11 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 51.45    | Billing Kubata Inc - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 398.00   | Billing Kubata Inc - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 237.75   | Billings Construction Sup - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 55.31    | Bobcat Of Big Sky Inc - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 1,086.03 | Bts*H&Eequipmentservices - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 49.32    | Carquest 3103 - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 178.47   | Carquest 3103 - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 95.99    | Dtv*Directv Service - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 177.24   | Ecolab Inc - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 111.16   | Ecolab Inc - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 100.04   | Ecolab Inc - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 117.34   | Ecolab Inc - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 389.73   | Electric Motor Warehouse - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 341.41   | Esafety Supplies Inc - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 16.56    | Evergreen Ace Hardware - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 10.13    | Evergreen Ace Hardware - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 18.17    | Ferguson Ent #1342 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 36.78    | Fisher'S Technology - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 38.96    | Galles Filter And Exhaust - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 138.22   | Galles Filter And Exhaust - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 61.27    | Gensco-Billings - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 76.74    | Gih*Globalindustrialeq - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 21.99    | Grainger - PCard                  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 103.82   | Grainger - PCard                  |

| Check Date | Check# | Name             | Fund Name | Amount      | Item Desc                         |
|------------|--------|------------------|-----------|-------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 279.23   | Grainger - PCard                  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 23.94    | Grainger - PCard                  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 119.99   | Harbor Freight Tools 207 - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 69.99    | Harbor Freight Tools 207 - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 4.00     | Hi Tech Motorsports Mt In - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 1,051.80 | Ideal Manufacturing Inc - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 40.00    | In *Cotter'S Sewer, Septi - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 1,742.50 | In *Mjr Industries Inc. - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 1,939.00 | In *Mjr Industries Inc. - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 1,354.15 | In *Mjr Industries Inc. - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 1,147.50 | In *Mjr Industries Inc. - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 246.97   | Istate Truck Center - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 20.00    | Jims Electric - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 21.98    | Kimball Midwest Payeezy - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 207.40   | Kimball Midwest Payeezy - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 128.62   | Lowes #00319* - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 419.00   | Lp Anderson - Point S, Dt - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 311.60   | Lp Anderson - Point S, Dt - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 149.00   | Lp Anderson - Point S, Dt - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 387.76   | Lp Anderson - Point S, Dt - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 7.96     | Meadow Green Sales - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 200.55   | Meadow Green Sales - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 1,225.01 | Montana Broom & Brush Co1 - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 789.20   | Montana Broom & Brush Co1 - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 911.19   | Montana Broom & Brush Co1 - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 958.84   | Montana Broom & Brush Co1 - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 43.96    | Napa Store 3547001 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 24.98    | Napa Store 3547007 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 107.36   | Napa Store 3547007 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 142.60   | Norco Inc - PCard                 |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 27.52    | Northwest Pipe Fittings - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 80.53    | Northwest Pipe Fittings - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 6.78     | Northwest Pipe Fittings - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 158.75   | Northwest Pipe Fittings - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 364.75   | Npc*New Pig Corp - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport   | \$ 2,266.96 | Nwestco - 003 - PCard             |

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|------------|--------|------------------|-----------------|-------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 905.59   | Nwestco - 003 - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 9.98     | O'Reilly Auto Parts 1548 - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 18.14    | O'Reilly Auto Parts 1551 - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 134.00   | Pp*Mcwolesale - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 168.31   | Replacement Parts Online - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 273.03   | Safety Kleen Systems - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 127.50   | Spic And Span - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 95.88    | Sq *Sealital, Inc. - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 510.00   | Sq *Skyline Services, Inc - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 606.34   | State Chemic*State Che - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 9.99     | Target 00013334 - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 419.00   | The Sheridan Press - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 30.16    | Tnt Springs Inc - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 540.00   | Toshiba Business Solutio - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 72.54    | Tractor & Equipment - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 1,991.84 | Tractor & Equipment - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 42.87    | Tractor & Equipment - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 976.56   | Tractor & Equipment - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 12.32    | Tractor & Equipment - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 256.70   | Tractor & Equipment - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 1,190.00 | Traffic Safety Warehouse - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 1,500.00 | Transportation Security - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 1,614.97 | Yellowstone Electric Comp - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 614.48   | Yellowstone Electric Comp - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 740.00   | Yellowstone Electric Comp - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 97.00    | Yellowstone Electric Comp - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ 15.55    | Zoom.Us 888-799-9666 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Airport         | \$ (0.56)   | Zoom.Us 888-799-9666 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Ballpark Donate | \$ 159.00   | International Bronze Plaq - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Building        | \$ 4.87     | Amazon.Com*2D3Kf9Gb0 Amzn - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Building        | \$ 181.17   | Amazon.Com*2D7Uw3Fb2 Amzn - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Building        | \$ 14.69    | Amzn Mktp Us*2D1Z59Ch0 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Building        | \$ 193.87   | Amzn Mktp Us*2D3Dg0Bi1 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Building        | \$ 54.73    | Amzn Mktp Us*2D7K39L30 Am - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Building        | \$ 20.89    | Amzn Mktp Us*2D8472Ad1 Am - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Building        | \$ 35.64    | Costco Whse #0069 - PCard         |

| Check Date | Check# | Name             | Fund Name        | Amount      | Item Desc                         |
|------------|--------|------------------|------------------|-------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Building         | \$ 438.00   | Int'L Code Council Inc - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Building         | \$ 17.56    | The Rubber Stamp Shop, - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | CDBG             | \$ 36.48    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | CDBG             | \$ 65.59    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | CDBG             | \$ 88.79    | Albertsons #0047 - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | CDBG             | \$ 9.98     | Amazon.Com*2D3ln2Z20 Amzn - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | CDBG             | \$ 37.36    | Amazon.Com*2D3Zp9E31 Amzn - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | CDBG             | \$ 25.71    | Amazon.Com*2P8G31E62 Amzn - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | CDBG             | \$ 25.94    | Amzn Mktp Us*2D2NI0Pa0 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | CDBG             | \$ 12.95    | Canva* I03130-25503464 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | CDBG             | \$ 92.92    | Cke*Taco Del Sol Wes Ecom - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | CDBG             | \$ 1,321.56 | Cncs - PCard                      |
| 09/07/2021 | ACH    | U.S. Bank PCards | CDBG             | \$ 9.00     | Family Dollar #11231 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | CDBG             | \$ 247.36   | Fisher'S Technology - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | CDBG             | \$ 83.00    | Nara Restaurant - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | CDBG             | \$ 53.75    | Pita Pit - 14-025-Mt E - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | CDBG             | \$ 1,860.00 | Smk*Surveymonkey.Com - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | CDBG             | \$ 68.00    | Tarantinos Pizza - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | CDBG             | \$ 618.00   | Tst* Buffalo Block Prime - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | CDBG             | \$ 25.00    | Tst* Tatsu-Ya - Hq - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Central Services | \$ 306.16   | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Court Grants     | \$ 69.48    | Albertsons #0038 - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Court Grants     | \$ 15.18    | Albertsons #0038 - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Court Grants     | \$ 11.92    | Albertsons #4025 - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Court Grants     | \$ 105.00   | Albertsons #4041 - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Court Grants     | \$ 50.00    | Albertsons #4041 - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Court Grants     | \$ 528.40   | Delta Air 0062466649109 - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Court Grants     | \$ 30.00    | Delta Air Baggage Fee - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Court Grants     | \$ 30.00    | Delta Air Baggage Fee - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Court Grants     | \$ 30.00    | Delta Air Baggage Fee - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Court Grants     | \$ 19.00    | Dollar Tree - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | Court Grants     | \$ 768.88   | Kimpton Lorient Hotel Spa - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Court Grants     | \$ 768.88   | Kimpton Lorient Hotel Spa - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Court Grants     | \$ 22.99    | Office Depot #2135 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Court Grants     | \$ 100.00   | Red Robin Billings - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Court Grants     | \$ 50.00    | Target 00001719 - PCard           |

| Check Date | Check# | Name             | Fund Name    | Amount    | Item Desc                         |
|------------|--------|------------------|--------------|-----------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Court Grants | \$ 14.91  | Uber Trip - PCard                 |
| 09/07/2021 | ACH    | U.S. Bank PCards | Court Grants | \$ 12.50  | Uber Trip - PCard                 |
| 09/07/2021 | ACH    | U.S. Bank PCards | Court Grants | \$ 12.99  | Uber Trip - PCard                 |
| 09/07/2021 | ACH    | U.S. Bank PCards | Court Grants | \$ 18.64  | Uber Trip - PCard                 |
| 09/07/2021 | ACH    | U.S. Bank PCards | Court Grants | \$ 15.55  | Zoom.Us 888-799-9666 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Engineering  | \$ 178.91 | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Engineering  | \$ 55.45  | Ballard - Tacoma Screw Pr - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Engineering  | \$ 43.88  | Costco Whse #0069 - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | Engineering  | \$ 60.91  | Davis Instruments - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | Engineering  | \$ 47.40  | Davis Instruments - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | Engineering  | \$ 13.00  | Fisher'S Technology - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Engineering  | \$ 8.27   | Fisher'S Technology - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Engineering  | \$ 350.00 | Ncees.Org - PCard                 |
| 09/07/2021 | ACH    | U.S. Bank PCards | Engineering  | \$ 57.20  | Selby'S - PCard                   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Engineering  | \$ 15.55  | Zoom.Us 888-799-9666 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities   | \$ 430.00 | 4Te*Fps/Mountain Alarm - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities   | \$ 12.50  | 4Te*Fps/Mountain Alarm - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities   | \$ 75.00  | 4Te*Fps/Mountain Alarm - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities   | \$ 14.99  | Adobe *800-833-6687 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities   | \$ 252.50 | Air Controls-Billings - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities   | \$ 190.00 | Air Controls-Billings - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities   | \$ 260.88 | Air Controls-Billings - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities   | \$ 44.80  | Crescent Electric 054 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities   | \$ 151.20 | Ecolab Inc - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities   | \$ 180.16 | Ecolab Inc - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities   | \$ 70.17  | Econo Print - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities   | \$ 255.00 | Fps/Mountain Alarm - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities   | \$ 264.72 | Graybar Electric - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities   | \$ 44.58  | Graybar Electric - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities   | \$ 20.43  | Graybar Electric - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities   | \$ 512.00 | Hanson Chemical - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities   | \$ 27.47  | Harbor Freight Tools 207 - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities   | \$ 22.98  | Harbor Freight Tools 207 - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities   | \$ 302.21 | Hose & Rubber Supply - Bi - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities   | \$ 120.00 | Independent Lock And Par - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities   | \$ 27.98  | Lowes #00319* - PCard             |

| Check Date | Check# | Name             | Fund Name  | Amount      | Item Desc                         |
|------------|--------|------------------|------------|-------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities | \$ 27.98    | Lowe's #00319* - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities | \$ 29.02    | Lowe's #00319* - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities | \$ 19.38    | Lowe's #00319* - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities | \$ 668.50   | Montana Broom & Brush Co1 - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities | \$ 416.25   | Montana Broom & Brush Co1 - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities | \$ 70.55    | Montana Broom & Brush Co1 - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities | \$ 169.00   | Rgp*Trugreen - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities | \$ 222.50   | Selby'S - PCard                   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities | \$ 965.00   | Sq *Skyline Services, Inc - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities | \$ 368.17   | State Chemic*State Che - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities | \$ 213.97   | The Home Depot 3101 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Facilities | \$ 34.00    | West End Lock And Secur - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Fleet      | \$ 109.44   | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Fleet      | \$ 15.60    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Fleet      | \$ 225.74   | Amzn Mktp Us*2P05I2Pj0 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Fleet      | \$ 31.92    | Lowe's #00319* - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Fleet      | \$ 1,728.00 | Mitchell1/Snap-On Us - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Fleet      | \$ 432.00   | Mt Dor Revenue Pmt - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Fleet      | \$ 93.96    | Shipton'S Big R-West - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Fleet      | \$ 21.08    | Yellowstone County Treas - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General    | \$ 1,049.19 | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General    | \$ 251.04   | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General    | \$ 18.96    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General    | \$ 12.77    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General    | \$ 9.70     | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General    | \$ 13.24    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General    | \$ 45.37    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General    | \$ 26.21    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General    | \$ 354.63   | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General    | \$ 25.44    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General    | \$ 10.66    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General    | \$ 90.00    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General    | \$ 164.10   | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General    | \$ 29.24    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General    | \$ (247.31) | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General    | \$ 1,340.00 | Absaroka River Adventures - PCard |

| Check Date | Check# | Name             | Fund Name | Amount    | Item Desc                      |
|------------|--------|------------------|-----------|-----------|--------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 58.42  | Adobe Creative Cloud - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 52.99  | Adobe Creative Cloud - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 52.99  | Adobe Creative Cloud - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 52.99  | Adobe Creative Cloud - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 52.99  | Adobe Creative Cloud - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 429.39 | Airbnb Hmwpzbfkce - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 9.33   | Albertsons #0038 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 13.84  | Albertsons #0038 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 64.19  | Albertsons #0038 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 36.83  | Albertsons #0038 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 12.27  | Albertsons #0038 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 21.19  | Albertsons #0038 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 18.44  | Albertsons #0038 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 13.44  | Albertsons #0038 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 13.85  | Albertsons #0038 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 15.13  | Albertsons #0038 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 45.74  | Albertsons #0038 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 28.44  | Albertsons #0038 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 5.00   | Albertsons #0047 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 7.99   | Albertsons #0047 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 20.97  | Albertsons #0047 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 31.42  | Albertsons #0630 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 21.98  | Albertsons #0630 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 68.75  | Albertsons #1227 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 44.73  | Albertsons #1227 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 7.98   | Albertsons #4025 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 8.97   | Albertsons #4025 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 61.61  | Albertsons #4025 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 6.02   | Albertsons #4025 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 21.84  | Albertsons #4025 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 7.98   | Albertsons #4041 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 512.06 | Allegnt*Travel - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 498.32 | Allegra - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 40.00  | American Red Cross - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 200.00 | American Red Cross - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 11.99  | Amzn Mktp Us*2D0K88N30 - PCard |

| Check Date | Check# | Name             | Fund Name | Amount    | Item Desc                         |
|------------|--------|------------------|-----------|-----------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 38.91  | Amzn Mktp Us*2D0K95330 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 26.53  | Amzn Mktp Us*2D5My0Ni2 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 18.01  | Amzn Mktp Us*2D6Oo5Ek1 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 20.20  | Amzn Mktp Us*2D8Js0591 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 114.25 | Amzn Mktp Us*2E0Hf46I2 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 6.99   | Amzn Mktp Us*2E1N76E12 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 85.90  | Amzn Mktp Us*2E2Rx17T1 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 88.98  | Amzn Mktp Us*2E33M6Mv0 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 77.94  | Amzn Mktp Us*2E58668H0 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 92.92  | Amzn Mktp Us*2E6Dj3U91 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 132.85 | Amzn Mktp Us*2E6P489L1 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 9.88   | Amzn Mktp Us*2E6Va6Mi0 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 7.99   | Amzn Mktp Us*2E7Ss3Et2 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 22.49  | Amzn Mktp Us*2E7Ss3Et2 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 6.25   | Amzn Mktp Us*2P1Vx8331 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 17.99  | Amzn Mktp Us*2P2A56Rb1 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 11.98  | Amzn Mktp Us*2P3Ao5Rk1 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 60.00  | Amzn Mktp Us*2P3Q08Zr0 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 19.98  | Amzn Mktp Us*2P3Ye9Zc0 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 93.93  | Amzn Mktp Us*2P5562Qm1 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 24.96  | Amzn Mktp Us*2P7Zb8S41 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 43.98  | Amzn Mktp Us*2P93G0Cc0 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 21.81  | Bargreen Ellingson #11 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 41.00  | Batteries+Bulbs #0253 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 62.00  | Big Sky Irrigation Inc - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 87.12  | Billings Hardware & Garde - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 7.98   | Billings Hardware & Servi - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 500.00 | Blues Bar-B-Q - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 100.00 | Buddy Punch - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 149.99 | Buddy Punch - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 100.00 | Buddy Punch - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 100.00 | Buddy Punch - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 8.37   | Candy Town Usa - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 130.14 | Coldstone 21665 - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 14.75  | Costco Whse #0069 - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 59.96  | Dairy Queen #15187 - PCard        |

| Check Date | Check# | Name             | Fund Name | Amount    | Item Desc                        |
|------------|--------|------------------|-----------|-----------|----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 79.51  | Dairy Queen #15187 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 528.40 | Delta Air 0062466649108 - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 99.99  | Dick'Ssportinggoods.Com - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 99.99  | Dick'Ssportinggoods.Com - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 2.00   | Dollar Tree - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 11.00  | Dollar Tree - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 26.00  | Dollar Tree - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 14.00  | Dollar Tree - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 32.00  | Dollar Tree - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 8.00   | Dollar Tree - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 38.00  | Dollar Tree - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 15.00  | Dollar Tree - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 67.00  | Dollar Tree - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 845.12 | Econo Print - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 325.50 | Elk River Outfitters - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 465.00 | Elk River Outfitters - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 325.50 | Elk River Outfitters - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 465.00 | Elk River Outfitters - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 400.00 | Elks Tennis Center - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 15.98  | Evergreen Ace Hardware - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 79.99  | Evergreen Ace Hardware - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 61.94  | Evergreen Ace Hardware - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 35.00  | Facebk *4Lusq5Bdf2 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 35.00  | Facebk *Ppfck6Kcf2 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 55.79  | Fedex 93059667 - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 102.47 | Fisher'S Technology - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 105.57 | Fisher'S Technology - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 152.12 | Fisher'S Technology - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 164.99 | Get Air Billings, Llc - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 135.00 | Get Air Billings, Llc - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 44.99  | Get Air Billings, Llc - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 299.88 | Get Air Billings, Llc - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 120.00 | Get Air Billings, Llc - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 120.00 | Get Air Billings, Llc - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 420.00 | Government Finance Offic - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 378.11 | Hanson Chemical - PCard          |

| Check Date | Check# | Name             | Fund Name | Amount     | Item Desc                         |
|------------|--------|------------------|-----------|------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 509.27  | Hanson Chemical - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 16.80   | Hanson Chemical - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 376.49  | Hanson Chemical - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 230.06  | Hanson Chemical - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 22.99   | Harbor Freight Tools 207 - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 6.59    | Heights Ace Hdwe - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 38.99   | Heights Ace Hdwe - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 164.97  | I Color Printing And Mail - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 448.92  | Idu*Insight Public Sec - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 305.82  | In *Elifeguard, Inc. - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 90.70   | Issa Intl Sports Scien - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 69.00   | Jimmy Johns - 1646 - E - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 90.00   | Jimmy Johns - 1646 - E - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 280.50  | Juli Pierce Law Pllc - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 35.00   | Kelley Connect - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 35.00   | Kelley Connect - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 2.49    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 13.98   | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 79.17   | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 23.39   | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 27.96   | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 795.00  | Labor Relations Inform - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 90.45   | Main Street Printers - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 137.60  | Meadow Green Sales - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 410.18  | Mtleague - PCard                  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 205.24  | Mtleague - PCard                  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 205.24  | Mtleague - PCard                  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 50.00   | Museum Of The Rockies, I - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 56.90   | Norco Inc - PCard                 |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 56.90   | Norco Inc - PCard                 |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 74.99   | Office Depot #1080 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 146.20  | Office Depot #2135 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ (89.98) | Office Depot #2135 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 141.90  | Office Depot #2135 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 52.83   | Office Depot #2135 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 89.98   | Office Depot #2135 - PCard        |

| Check Date | Check# | Name             | Fund Name | Amount      | Item Desc                         |
|------------|--------|------------------|-----------|-------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 150.00   | Paypal *Goscma - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 60.00    | Pepsicola Bottling Compan - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 63.96    | Pizza Hut #1714 - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 80.62    | Pizza Hut #1714 - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 24.99    | Pound Fitness - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 75.00    | Reliable Tent Awning Co - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 39.99    | Scheels Billings - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 207.80   | Scheels Billings - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 128.99   | Shiptons Big R Heights - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 136.00   | Skate World - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 120.00   | Skate World - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 65.00    | Smk*Surveymonkey.Com - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 219.00   | Societyforhumanresource - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 79.99    | Spectrum - PCard                  |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 1,600.00 | Spectrum Reach - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 200.00   | Sq *All Fun & Games - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 100.00   | Sq *Firehouse Fitne - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 45.00    | Sq *Geyser Mini Gol - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 70.00    | Sq *Geyser Mini Gol - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 50.00    | Sq *Geyser Mini Gol - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 95.00    | Sq *Geyser Mini Gol - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 30.00    | Sq *The Grand Escape Room - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 238.00   | Sq *The Grand Escape Room - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 935.00   | Sq *The Grand Escape Room - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 270.00   | Steepworld Climbing & - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 360.00   | Steepworld Climbing & - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 119.00   | Sunset Bowl - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 245.00   | Sunset Bowl - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 266.00   | Sunset Bowl - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 119.00   | Sunset Bowl - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 231.00   | Sunset Bowl - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 140.00   | Sunset Bowl - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 168.00   | Sunset Bowl - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 92.54    | Target 00001719 - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 31.98    | Target 00001719 - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 163.57   | Target 00001719 - PCard           |

| Check Date | Check# | Name             | Fund Name | Amount      | Item Desc                      |
|------------|--------|------------------|-----------|-------------|--------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 59.72    | Target 00013334 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 79.84    | Target 00013334 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 118.00   | Target 00013334 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 81.16    | Target 00013334 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 9.99     | Target 00013334 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 18.98    | Target 00013334 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 15.26    | Target 00013334 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 72.00    | Target.Com * - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 20.00    | Textmagic.Com - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 1,423.69 | Thomson West*Tcd - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 662.81   | Thomson West*Tcd - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 13.95    | Tire Rama 101 Bc - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 19.27    | Travel Guard Group Inc - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 19.27    | Travel Guard Group Inc - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 14.15    | U Haul Store 0084263 - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 14.81    | U Haul Store 0084263 - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 25.90    | U Haul Store 0084263 - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 35.85    | U Haul Store 0084263 - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 14.15    | U Haul Store 0084263 - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 296.40   | United 0162361293750 - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 296.40   | United 0162361343674 - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 44.00    | Ust*Usta Membership - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 233.74   | Valley Distributing Of - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 98.70    | Valley Distributing Of - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 125.82   | Valley Distributing Of - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 171.93   | Valley Distributing Of - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 109.02   | Valley Distributing Of - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 296.77   | Valley Distributing Of - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 455.76   | Valley Distributing Of - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 206.07   | Valley Distributing Of - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 2.97     | Valley Distributing Of - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 148.32   | Valley Distributing Of - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 98.54    | Wal-Mart #2923 - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 26.73    | Wal-Mart #2923 - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 12.67    | Wal-Mart #2923 - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 116.70   | Wal-Mart #2923 - PCard         |

| Check Date | Check# | Name             | Fund Name | Amount    | Item Desc                        |
|------------|--------|------------------|-----------|-----------|----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 22.79  | Walmart.Com Aw - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 17.58  | Walmart.Com Aw - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 24.00  | Western Office Equipment - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 47.85  | Wheniwork.Com - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 200.00 | Wheniwork.Com - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 47.85  | Wheniwork.Com - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 14.82  | Wm Supercenter #1956 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 13.01  | Wm Supercenter #2923 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 144.18 | Wm Supercenter #2923 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 88.29  | Wm Supercenter #2923 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 59.06  | Wm Supercenter #2923 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 55.71  | Wm Supercenter #2923 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 72.33  | Wm Supercenter #2923 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 304.94 | Wm Supercenter #2923 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 5.98   | Wm Supercenter #2923 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 26.68  | Wm Supercenter #2923 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 45.48  | Wm Supercenter #2923 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 330.70 | Wristbandexpresscom - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 59.99  | Www.Springer.Com - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 44.99  | Www.Springer.Com - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 341.10 | Yourmember-Careers - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 129.00 | Yourockfitn - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 79.00  | Yourockfitn - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 24.00  | Zecreativeinc - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 57.05  | Zoom.Us 888-799-9666 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 15.55  | Zoom.Us 888-799-9666 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 44.97  | Zoom.Us 888-799-9666 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 49.00  | Zoom.Us 888-799-9666 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 15.55  | Zoom.Us 888-799-9666 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 15.55  | Zoom.Us 888-799-9666 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 59.30  | Zoom.Us 888-799-9666 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 15.55  | Zoom.Us 888-799-9666 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 15.55  | Zoom.Us 888-799-9666 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ (0.56) | Zoom.Us 888-799-9666 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 48.00  | Zsk*Ce Zoomontana Pos - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | General   | \$ 128.00 | Zsk*Ce Zoomontana Pos - PCard    |

| Check Date | Check# | Name             | Fund Name    | Amount      | Item Desc                         |
|------------|--------|------------------|--------------|-------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | General      | \$ 164.00   | Zsk*Ce Zoomontana Pos - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General      | \$ 72.00    | Zsk*Ce Zoomontana Pos - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | General      | \$ 172.50   | Zumba Fitness - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | General      | \$ 68.40    | Zumba Fitness - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | General      | \$ 35.00    | Zumbini - PCard                   |
| 09/07/2021 | ACH    | U.S. Bank PCards | IT Resources | \$ 65.30    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | IT Resources | \$ 6.49     | Amazon Prime*2P9Sa7Yx2 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | IT Resources | \$ (221.96) | Amazon.Com Amzn.Com/Bill - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | IT Resources | \$ 299.99   | Amazon.Com*2D3Q99211 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | IT Resources | \$ 30.14    | Amzn Mktp Us*2D5Uf5A80 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | IT Resources | \$ 29.99    | Amzn Mktp Us*2P3D74R01 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | IT Resources | \$ 2,536.22 | Amzn Mktp Us*2P4Ri9Cj0 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | IT Resources | \$ 17.99    | Amzn Mktp Us*2P8E39W60 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | IT Resources | \$ 1,999.00 | Digicert Inc - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | IT Resources | \$ 34.50    | Fps/Mountain Alarm - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | IT Resources | \$ 4.99     | Groupgreeting - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | IT Resources | \$ 4.99     | Groupgreeting - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | IT Resources | \$ 15.99    | Udemy Online Courses - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | IT Resources | \$ 209.56   | Udemy Online Courses - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | IT Resources | \$ 39.98    | Udemy Online Courses - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | IT Resources | \$ 19.98    | Udemy: Online Courses - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | IT Resources | \$ 184.95   | Web*Networksolutions - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Legal Grants | \$ 650.00   | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Legal Grants | \$ 160.20   | American Air0017645205618 - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Legal Grants | \$ 320.40   | Delta Air 0067645205818 - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Legal Grants | \$ (560.00) | Fvsai - PCard                     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Legal Grants | \$ (470.00) | Fvsai - PCard                     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Legal Grants | \$ (560.00) | Fvsai - PCard                     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Legal Grants | \$ 1,679.98 | National Coalition Agai - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Legal Grants | \$ 19.00    | Travelocity*7214145227 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Legal Grants | \$ 23.23    | Travelocity*7214145771 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library      | \$ 418.39   | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library      | \$ 599.76   | Adobe Inc. - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library      | \$ 151.20   | Alaska Air 0277660426460 - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library      | \$ 66.17    | Albertsons #0047 - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library      | \$ 4.19     | Albertsons #0047 - PCard          |

| Check Date | Check# | Name             | Fund Name | Amount    | Item Desc                         |
|------------|--------|------------------|-----------|-----------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 126.25 | Alsco Inc. - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 169.00 | Amerlibassoc Ecommerce - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 59.00  | Amerlibassoc Ecommerce - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 112.00 | Amerlibassoc Ecommerce - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 306.87 | Amzn Mktp Us*2D48235K1 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 10.79  | Amzn Mktp Us*2D48235K1 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 38.49  | Amzn Mktp Us*2D60W6332 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 9.99   | Amzn Mktp Us*2D64Q2Ey2 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 36.97  | Amzn Mktp Us*2D7Qk06T0 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 26.18  | Amzn Mktp Us*2D86I0Ja1 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 58.94  | Amzn Mktp Us*2D86I0Ja1 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 25.99  | Amzn Mktp Us*2E19P0Gx2 Am - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 23.78  | Billings Hardware & Servi - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 31.44  | Billings Hardware & Servi - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 29.45  | Billings Hardware & Servi - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 411.99 | Billingsgazettethriftynck - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 14.42  | Book Outlet - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 35.20  | Book Outlet - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 24.35  | Book Outlet - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 46.74  | Book Outlet - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 12.99  | Cenex Zip Trip07082704 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 141.88 | Circus Reno Reservations - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 340.85 | Demco Inc - PCard                 |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 39.00  | Digipalooza 21 - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 23.49  | Expedia 72146008738251 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 2.56   | Expedia 72146008738251 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 25.00  | Facebk *Kytuz3Pjb2 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 8.32   | Fisher'S Technology - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 82.50  | Fps/Mountain Alarm - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 162.34 | Grainger - PCard                  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 362.58 | Grainger - PCard                  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 23.95  | In *Thompson Pools - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 26.97  | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 175.00 | Library Juice Academy - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 4.48   | Lowes #00319* - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library   | \$ 100.00 | National Braille Ecom - PCard     |

| Check Date | Check# | Name             | Fund Name   | Amount    | Item Desc                         |
|------------|--------|------------------|-------------|-----------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Library     | \$ 196.00 | Protech Mechanical Inc - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library     | \$ 210.00 | Screencast-O-Matic - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library     | \$ 12.20  | Sp * Sphero/Littlebits - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library     | \$ 52.00  | Sq *Yellowstone County Ne - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library     | \$ 104.00 | Sq *Yellowstone County Ne - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library     | \$ 57.23  | The Home Depot #3101 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library     | \$ 108.26 | The Home Depot #3101 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library     | \$ 8.97   | The Home Depot #3101 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library     | \$ 170.20 | United 0167660435418 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Library     | \$ 47.84  | Wal-Mart #1956 - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | P.W. Admin  | \$ 45.57  | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | P.W. Admin  | \$ 601.37 | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | P.W. Admin  | \$ 116.85 | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | P.W. Admin  | \$ 179.88 | Adobe Acropro Subs - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | P.W. Admin  | \$ 68.00  | Albertsons #4025 - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | P.W. Admin  | \$ 17.00  | Albertsons #4025 - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | P.W. Admin  | \$ 19.99  | Amzn Mktp Us*2E06U3K62 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | P.W. Admin  | \$ 11.49  | Billingsgazettethriftync - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | P.W. Admin  | \$ 431.46 | Econo Print - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | P.W. Admin  | \$ 277.96 | Econo Print - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | P.W. Admin  | \$ 64.99  | Hallmark Bus Expressions - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | P.W. Admin  | \$ 103.29 | Mtleague - PCard                  |
| 09/07/2021 | ACH    | U.S. Bank PCards | P.W. Admin  | \$ 39.96  | Sams Club #4805 - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | P.W. Admin  | \$ 15.55  | Zoom.Us 888-799-9666 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | P.W. Admin  | \$ 15.55  | Zoom.Us 888-799-9666 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 23.05  | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 9.70   | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 25.45  | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 30.56  | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 189.54 | A And H Turf And Specialt - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 187.79 | A And H Turf And Specialt - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 19.69  | A And H Turf And Specialt - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 4.00   | A And H Turf And Specialt - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 8.16   | A And H Turf And Specialt - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 8.00   | A And H Turf And Specialt - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 162.40 | A And H Turf And Specialt - PCard |

| Check Date | Check# | Name             | Fund Name   | Amount      | Item Desc                         |
|------------|--------|------------------|-------------|-------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 807.12   | A And H Turf And Specialt - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 10.39    | A And H Turf And Specialt - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 52.99    | Adobe Creative Cloud - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 27.66    | Archie Cochrane Ford - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 26.46    | Archie Cochrane Ford - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 2,110.99 | Bettymills.Com - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 62.23    | Billings - Tacoma Screw P - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 32.07    | Billings - Tacoma Screw P - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 40.69    | Billings - Tacoma Screw P - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 7.55     | Billings - Tacoma Screw P - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 49.98    | Billings Hardware & Garde - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 170.32   | Billings Hardware & Garde - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 15.82    | Billings Hardware & Garde - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 48.26    | Billings Hardware & Garde - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 257.22   | Border States Industries - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 8.99     | Buildersfirstsource64021 - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 62.93    | Buildersfirstsource64021 - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 304.45   | C&B Billings - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 22.64    | C&B Billings - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 305.01   | City Of Billings Buildin - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 1.00     | Dollar Tree - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 12.67    | Easykeyscom Inc - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 100.00   | Enviro Safety Products - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 14.96    | Evergreen Ace Hardware - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 69.77    | Evergreen Ace Hardware - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 107.96   | Evergreen Ace Hardware - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 8.09     | Evergreen Ace Hardware - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 144.95   | Evergreen Ace Hardware - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 61.62    | Ferguson Ent #1342 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 61.62    | Ferguson Ent #1342 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ (50.59)  | Ferguson Ent #1342 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 50.59    | Ferguson Ent #1342 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 58.00    | Ferguson Ent #1342 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 102.46   | Fisher'S Technology - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 1,987.00 | Future Pro Inc. - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 214.83   | Hanson Chemical - PCard           |

| Check Date | Check# | Name             | Fund Name   | Amount      | Item Desc                         |
|------------|--------|------------------|-------------|-------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 86.70    | Hanson Chemical - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 31.96    | Heights Ace Hdwe - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 154.36   | Hose & Rubber Supply - Bi - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 967.80   | Interstate Battery Of The - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 125.00   | Isa Rocky Mountain Chapte - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 50.00    | Isa Rocky Mountain Chapte - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 9.60     | Jares Fence Company Inc - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 34.94    | Jares Fence Company Inc - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 38.27    | Kb Commercial Products - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 16.17    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 71.97    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 15.16    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 27.98    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 79.56    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 269.95   | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 106.98   | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 20.97    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 103.44   | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 14.99    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 5.37     | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 358.00   | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 20.32    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 29.99    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 6.99     | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 10.55    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 51.98    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 35.13    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 479.96   | Lisacs Billingstire Sp - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 600.00   | Lisacs Billingstire Sp - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 95.18    | Lowes #00319* - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 78.90    | Lowes #00319* - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 173.82   | Lowes #00319* - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 44.94    | Lowes #00319* - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 62.94    | Lowes #00319* - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 1,740.34 | Midland Imp Billings - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 19.65    | Midland Implement Co - PCard      |

| Check Date | Check# | Name             | Fund Name   | Amount      | Item Desc                         |
|------------|--------|------------------|-------------|-------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 165.25   | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 13.10    | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 1,276.08 | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 41.12    | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 19.74    | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 656.00   | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 48.51    | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 467.78   | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 168.90   | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 7.64     | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 165.78   | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 48.12    | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 50.98    | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 19.30    | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 66.15    | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 150.21   | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 91.76    | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 50.50    | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 199.28   | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 21.04    | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 304.56   | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 85.56    | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 1,326.40 | Midwest Sports - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 63.76    | Mt Mvd Credit Card Portal - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 6.30     | Napa Store 3547001 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 153.11   | Napa Store 3547001 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 64.56    | Napa Store 3547001 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 53.98    | Napa Store 3547001 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 56.90    | Norco Inc - PCard                 |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 42.57    | Northwest Pipe Fittings - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 22.76    | Northwest Pipe Fittings - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 478.33   | Northwest Pipe Fittings - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 141.89   | Office Depot #2135 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 11.18    | Office Depot #450 - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 22.98    | Rdoce Bil 020112 - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 49.98    | Scheels Billings - PCard          |

| Check Date | Check# | Name             | Fund Name   | Amount      | Item Desc                         |
|------------|--------|------------------|-------------|-------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 186.85   | Sherwin Williams 703203 - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 11.87    | Shiptons Big R Heights - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 94.97    | Shiptons Big R Heights - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 89.98    | Shipton'S Big R-West - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 44.99    | Shipton'S Big R-West - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 1,920.00 | Sq *Mojo Graphics - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 11.00    | Staley S Tire And Automot - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 42.12    | Staley S Tire And Automot - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 26.94    | The Home Depot #3101 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 798.00   | West End Lock And Secur - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 10.00    | West End Lock And Secur - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 14.00    | West End Lock And Secur - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 142.00   | Wilbur Ellis Billings - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 19.00    | Yellowstone Valley Elect - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Dist 1 | \$ 14.99    | Zoom.Us 888-799-9666 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Park Pgrms  | \$ 179.00   | International Bronze Plaq - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 299.16   | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 497.52   | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 183.02   | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 23.25    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 11.04    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 101.78   | Ace Electric - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 60.92    | Amzn Mktp Us*2E7U155N0 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 101.97   | Billings Construction Sup - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 101.98   | Billings Construction Sup - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 1.00     | City Of Billings - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 1.50     | City Of Billings - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 2.50     | City Of Billings - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 1.00     | City Of Billings - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 37.63    | Df Supply Inc - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 37.63    | Df Supply Inc - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 37.63    | Df Supply Inc - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 25.90    | Fastenal Company 01Mtbll - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 19.99    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 2.59     | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 8.12     | Lowes #00319* - PCard             |

| Check Date | Check# | Name             | Fund Name   | Amount      | Item Desc                         |
|------------|--------|------------------|-------------|-------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 8.12     | Lowes #00319* - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 25.48    | Lowes #00319* - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 8.12     | Lowes #00319* - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 850.98   | Newegg Inc - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 45.97    | Office Depot #450 - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 216.07   | Office Depot #450 - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 320.00   | Sq *Skyline Services, Inc - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 120.00   | Sq *Skyline Services, Inc - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 90.00    | Sq *Skyline Services, Inc - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parking     | \$ 7.00     | West End Lock And Secur - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parks Maint | \$ 17.10    | A And H Turf And Specialt - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parks Maint | \$ 9.16     | A And H Turf And Specialt - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parks Maint | \$ 25.00    | A And H Turf And Specialt - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parks Maint | \$ 26.12    | A And H Turf And Specialt - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parks Maint | \$ 237.51   | In *Canyon Creek Nursery - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parks Maint | \$ 62.95    | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parks Maint | \$ 186.06   | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parks Maint | \$ 47.95    | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parks Maint | \$ 42.98    | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parks Maint | \$ 207.68   | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parks Maint | \$ 339.65   | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parks Maint | \$ 55.93    | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parks Maint | \$ 91.13    | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parks Maint | \$ 96.30    | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parks Maint | \$ 942.08   | Midland Implement Co - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parks Maint | \$ 133.93   | Total Rental Inc - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parks Maint | \$ 19.45    | Yellowstone Valley Elect - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parks Maint | \$ 20.35    | Yellowstone Valley Elect - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parks Maint | \$ 364.11   | Yellowstone Valley Elect - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parks Maint | \$ 40.70    | Yellowstone Valley Elect - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Parks Maint | \$ 66.62    | Yellowstone Valley Elect - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | PD Program  | \$ 28.40    | Albertsons #1227 - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | PD Program  | \$ 37.60    | American Air0012189844911 - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | PD Program  | \$ 37.60    | American Air0012189872047 - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | PD Program  | \$ 238.20   | American Air0017661451324 - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | PD Program  | \$ 1,187.63 | Budget.Com Prepay - PCard         |

| Check Date | Check# | Name             | Fund Name    | Amount      | Item Desc                         |
|------------|--------|------------------|--------------|-------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | PD Program   | \$ 382.40   | Delta Air 0062469602513 - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | PD Program   | \$ 2,274.66 | Expedia 72145553592693 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | PD Program   | \$ 24.58    | Expedia 72148253055854 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | PD Program   | \$ 2.70     | Expedia 72148253055854 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | PD Program   | \$ (280.00) | Fvsai - PCard                     |
| 09/07/2021 | ACH    | U.S. Bank PCards | PD Program   | \$ 33.88    | Name-Cheap.Com - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | PD Program   | \$ 15.16    | Name-Cheap.Com - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | PD Program   | \$ 50.00    | National Technical Invest - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | PD Program   | \$ 103.69   | Tracfone *Airtime - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | PD Program   | \$ 103.69   | Tracfone *Airtime - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | PD Program   | \$ 103.69   | Tracfone *Airtime - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | PD Program   | \$ 371.04   | Tracfone *Phones - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | PD Program   | \$ 98.20    | United 0167661454023 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | PD Program   | \$ 18.75    | Yellowstone Ice And Water - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Phone System | \$ 41.94    | Amzn Mktp Us*2D4598E11 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Phone System | \$ 10.48    | Amzn Mktp Us*2P06V6X51 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Phone System | \$ 34.95    | Amzn Mktp Us*2P2Yh2V70 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Phone System | \$ 35.97    | Amzn Mktp Us*2P5Cp3560 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Phone System | \$ 37.98    | Amzn Mktp Us*2P7La4Op2 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Phone System | \$ 387.10   | Graybar Electric - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Phone System | \$ 165.00   | Graybar Electric - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Planning     | \$ 14.99    | Adobe Acropro Subs - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Planning     | \$ 22.01    | Alsco Inc. - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Planning     | \$ 75.00    | American Assoc Of Code - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Planning     | \$ 50.00    | American Planning A - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Planning     | \$ 52.99    | Amzn Mktp Us*2D7Fs6O31 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Planning     | \$ 17.99    | Amzn Mktp Us*2E3Vw1Rw1 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Planning     | \$ 120.00   | Association Of Pedestrian - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Planning     | \$ 1.32     | Corporate Translate - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Planning     | \$ 71.11    | Costco Whse #0069 - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | Planning     | \$ 23.91    | Harbor Freight Tools 207 - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Planning     | \$ 62.00    | Historical Society-Gift - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Planning     | \$ 19.72    | Jimmy Johns - 1646 - E - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Planning     | \$ 230.00   | Montana Association Of PI - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Planning     | \$ 230.00   | Montana Association Of PI - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Planning     | \$ 230.00   | Montana Association Of PI - PCard |

| Check Date | Check# | Name             | Fund Name     | Amount      | Item Desc                         |
|------------|--------|------------------|---------------|-------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Planning      | \$ 222.68   | Mt Historical Society - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Planning      | \$ 138.42   | Pizza Hut #1714 - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Planning      | \$ 169.65   | Sarah'S Mexican Food - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Planning      | \$ 115.00   | Sq *Earth First Aid - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Planning      | \$ 194.40   | Sq *Soup And Such - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | Planning      | \$ 8.88     | Wm Supercenter #1956 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Planning      | \$ 15.55    | Zoom.Us 888-799-9666 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 166.30   | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 402.55   | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 2,216.95 | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 170.68   | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 324.70   | 49Er Communications Inc - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 604.48   | Ac Hotel Missoula Down - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 604.48   | Ac Hotel Missoula Down - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 179.88   | Adobe Acropro Subs - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 256.80   | Agency Arms, Llc - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 16.48    | Albertsons #0038 - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 14.49    | Albertsons #1227 - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 112.80   | Amzn Mktp Us*2E0GI6112 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 20.89    | Amzn Mktp Us*2E12Q31E2 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 183.84   | Amzn Mktp Us*2E2Xe5172 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 92.63    | Amzn Mktp Us*2E4Gk2Uv2 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 567.12   | Amzn Mktp Us*2E60906E2 Am - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 50.42    | Amzn Mktp Us*2P4Cv0L30 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 12.99    | Amzn Mktp Us*2P5AI2022 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 436.48   | B&H Photo 800-606-6969 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 596.95   | B&H Photo 800-606-6969 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 941.75   | B&H Photo 800-606-6969 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 136.80   | B&H Photo 800-606-6969 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 417.50   | B&H Photo 800-606-6969 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 1,023.41 | B&H Photo 800-606-6969 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 149.85   | Badger Truck Refrigeratio - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 348.00   | Balco Uniform Co Inc - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 463.50   | Best Friends Animal Hosp - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 39.95    | Billings Army Navy Surplu - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 205.85   | Billings Army Navy Surplu - PCard |

| Check Date | Check# | Name             | Fund Name     | Amount      | Item Desc                        |
|------------|--------|------------------|---------------|-------------|----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 642.00   | Billings Clinic Ctc - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 49.00    | Billingsgazettethriftync - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 322.55   | Bluewater Ropes - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 59.99    | Cab Store Billings, Mt - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 269.96   | Cab Store Billings, Mt - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 1,452.83 | Campbell Pet Company - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 110.39   | Chalet Market - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 125.00   | City Towing - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 42.26    | Conoco - Missoula 8 1331 - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 26.37    | Costco Whse #0069 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 19.99    | Costco Whse #0069 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 116.88   | Costco Whse #0069 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 57.98    | Costco Whse #0069 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 15.00    | Custom Laser - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 548.40   | Delta Air 0067633515987 - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 548.40   | Delta Air 0067633515988 - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 1,212.71 | Econo Print - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 838.85   | Econo Print - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 990.00   | Eden K9 Consulting - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 594.68   | Embassy Suites - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 594.68   | Embassy Suites - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 49.95    | Eqf*Talx Corporation - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 64.93    | Evergreen Ace Hardware - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 17.98    | Evergreen Ace Hardware - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 11.69    | Evergreen Ace Hardware - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 1,078.16 | Evergreen Ace Hardware - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 184.00   | Evergreen Ace Hardware - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 36.86    | Exxonmobil 45941648 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 68.80    | Feld Fire - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 74.96    | First Aid Supplies Onl - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 169.55   | Fps/Mountain Alarm - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 524.00   | Fredsappliances.Com - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 1,888.00 | Gunarama Wholesale Inc - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 1,051.00 | Gunarama Wholesale Inc - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 1,323.80 | Gunarama Wholesale Inc - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 270.21   | Hanson Chemical - PCard          |

| Check Date | Check# | Name             | Fund Name     | Amount      | Item Desc                         |
|------------|--------|------------------|---------------|-------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 625.85   | Hanson Chemical - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 34.03    | Hanson Chemical - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 82.00    | Hanson Chemical - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 305.72   | Hanson Chemical - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 203.84   | Hanson Chemical - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 232.57   | Hanson Chemical - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 100.82   | Hanson Chemical - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 87.01    | Hanson Chemical - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 34.90    | Hardees 1503934 - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 443.71   | Hertz #0103002 - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 750.75   | Idu*Insight Public Sec - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 309.40   | In *Sissie'S Cleaning Ser - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 285.00   | Int'L Assoc Of Fire Chie - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 79.00    | Int'L Code Council Inc - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 265.00   | Int'L Code Council Inc - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 172.48   | Iron Mountain - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 59.07    | Iron Mountain - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 89.53    | Jimmy Johns - 1646 - E - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 15.15    | Jimmy Johns - 2080 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 242.85   | Jimmy Johns - 2080 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 263.26   | Kb Commercial Products - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 121.47   | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 48.63    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 21.57    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 10.78    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 42.25    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 33.26    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 51.72    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 63.24    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 110.75   | Lowes #00319* - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 199.00   | Lowes #00319* - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 472.20   | Luckygunnercom - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 318.56   | National Emergency Train - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 128.25   | Nfpa Natl Fire Protect - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 1,221.40 | Primary Arms - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 100.00   | Priority Dispatch Corp - PCard    |

| Check Date | Check# | Name             | Fund Name     | Amount      | Item Desc                         |
|------------|--------|------------------|---------------|-------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 61.25    | Rockets Gourmet Wraps - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 2,363.50 | Sambrownshields.Com - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 507.50   | Sambrownshields.Com - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 185.50   | Sambrownshields.Com - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 14.90    | Sams Club #4805 - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 39.04    | Sams Club #4805 - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 396.00   | Silver Threads - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 34.00    | Soetacticalgear.Com - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 112.00   | Sp * Fix It Sticks - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 165.98   | Sp * Tier 1 Concealed - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 244.83   | Spectrum - PCard                  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 1,955.41 | State Chemic*State Che - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 120.60   | Streicher'S Mo - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 98.90    | Target 00001719 - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 32.47    | Target 00001719 - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 48.99    | Target 00001719 - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 15.15    | Target 00013334 - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 1,183.67 | Texan Guns And Gear Onlin - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 748.40   | The Double Tree - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 110.18   | The Home Depot #3101 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 162.85   | The Home Depot #3101 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 8.92     | The Home Depot #3101 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 61.00    | The Knox Company - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 107.94   | The Ups Store 2594 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 49.00    | Tinys Tavern Inc 2 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 256.80   | Tlo Transunion - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 290.40   | Tlo Transunion - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 1,920.78 | Uniforms2Gear Inc - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 1,921.32 | Uniforms2Gear Inc - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 2,009.54 | Uniforms2Gear Inc - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 171.87   | Ups (800) 811-1648 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 9.58     | Ups*000000W219W8291 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 70.80    | Ups*000000W219W8301 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 229.79   | Ups*000000W219W8311 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 25.87    | Ups*000000W219W8321 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 9.64     | Ups*Billing Center - PCard        |

| Check Date | Check# | Name             | Fund Name     | Amount    | Item Desc                         |
|------------|--------|------------------|---------------|-----------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 428.75 | Usp Web - PCard                   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 13.49  | Walgreens #12155 - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 8.55   | Wm Supercenter #4412 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 97.00  | Www.Volgistics.Com - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 29.56  | Yellowstone Valley Elect - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Public Safety | \$ 99.84  | Zoom.Us 888-799-9666 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 80.86  | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 205.00 | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 255.23 | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 218.95 | AlSCO Inc. - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 187.08 | AlSCO Inc. - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 422.00 | AlSCO Inc. - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 235.62 | AlSCO Inc. - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 444.50 | AlSCO Inc. - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 396.76 | AlSCO Inc. - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 409.89 | AlSCO Inc. - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 395.39 | AlSCO Inc. - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 187.08 | AlSCO Inc. - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 196.70 | AlSCO Inc. - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 22.50  | American Water Technol - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 23.99  | Amzn Mktp Us*2P05I2Pj0 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 23.49  | Amzn Mktp Us*2P06V6X51 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 31.88  | Amzn Mktp Us*2P8Qn5NI0 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 217.97 | Bed Bath & Beyond #1310 - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 32.20  | Billings - Tacoma Screw P - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 65.18  | Billings - Tacoma Screw P - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 57.05  | Billings - Tacoma Screw P - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 21.12  | Billings - Tacoma Screw P - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 14.81  | Billings - Tacoma Screw P - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 32.00  | Billings Construction Sup - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 117.05 | Billings Construction Sup - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 481.11 | Cintas Corp - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 9.45   | City Of Billings - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 3.00   | Co Billings Park2 - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 19.99  | Costco Whse #0069 - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste   | \$ 19.99  | Costco Whse #0069 - PCard         |

| Check Date | Check# | Name             | Fund Name      | Amount      | Item Desc                         |
|------------|--------|------------------|----------------|-------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 101.97   | Costco Whse #0069 - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 13.59    | Costco Whse #0069 - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 89.41    | Fisher'S Technology - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 77.18    | Fisher'S Technology - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 814.38   | Greelyman.Com - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 86.58    | Hanson Chemical - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 28.52    | Hanson Chemical - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 34.99    | Heights Ace Hdwe - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 113.30   | Hose & Rubber Supply - Bi - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 3.83     | Hose & Rubber Supply - Bi - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 48.67    | Hose & Rubber Supply - Bi - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 600.00   | In *Action Pest Control - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 20.60    | Industrial Sales And Se - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 28.80    | Industrial Sales And Se - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 191.84   | Lawson Products - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 191.84   | Lawson Products - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 43.85    | Lithia Cjd Of Billings - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 208.77   | Lowes #00319* - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 149.98   | Napa Store 3547001 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 412.81   | Norco Inc - PCard                 |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 17.10    | Northwest Industrial Supp - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 420.98   | Office Depot #1080 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 319.96   | Office Depot #1080 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 76.30    | Pacific Steel Branch #02 - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 280.00   | Pp*Zeecreativeinc - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 231.17   | Sp * Kym Industries, I - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 373.94   | The Home Depot 3101 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Solid Waste    | \$ 280.00   | Zeecreativeinc - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 94.02    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 1,300.00 | Altitude Signal Llc - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 1,074.00 | Altitude Signal Llc - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 99.95    | Amzn Mktp Us*2D9Ek3Ed2 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 544.40   | Amzn Mktp Us*2E3Da0Q82 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 456.46   | Amzn Mktp Us*2P6Vv9Zq0 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 54.55    | Awg 3575 - PCard                  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 551.81   | Bettymills.Com - PCard            |

| Check Date | Check# | Name             | Fund Name      | Amount      | Item Desc                         |
|------------|--------|------------------|----------------|-------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 68.79    | Billings - Tacoma Screw P - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 150.51   | Edge Construction Supp - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 90.54    | Ferguson Ent #1342 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 68.08    | Fisher'S Technology - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 219.20   | Hi Viz Safety Wear - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ (41.85)  | Hi Viz Safety Wear - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 24.34    | Lowes #00319* - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 29.13    | Lowes #00319* - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 63.00    | Meadow Green Sales - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 83.52    | Meadow Green Sales - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 25.49    | Napa Store 3547001 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 34.78    | Northwest Industrial Supp - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 179.98   | Shipton'S Big R-West - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 29.99    | Shipton'S Big R-West - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 1,870.00 | Tapco - PCard                     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 20.22    | The Home Depot #3101 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 5.00     | Tvetene Turf Inc - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 42.18    | Yellowstone County Treas - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Street/Traffic | \$ 154.63   | Yellowstone Valley Elect - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit        | \$ 253.94   | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit        | \$ 126.97   | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit        | \$ 235.27   | 4Allpromos - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit        | \$ 77.00    | Aaim - Services - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit        | \$ 230.00   | Air Controls-Billings - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit        | \$ 39.95    | Albertsons #0047 - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit        | \$ 72.39    | Alsco Inc. - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit        | \$ 73.64    | Alsco Inc. - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit        | \$ 80.98    | Alsco Inc. - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit        | \$ (30.00)  | Amzn Mktp Us - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit        | \$ 13.99    | Amzn Mktp Us*2E12K8Bz0 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit        | \$ 15.99    | Amzn Mktp Us*2E5Mr86T2 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit        | \$ 15.99    | Amzn Mktp Us*2E7Ws1171 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit        | \$ 279.92   | Amzn Mktp Us*2E9Bf38T0 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit        | \$ 710.99   | Amzn Mktp Us*2P08A73A0 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit        | \$ 45.95    | Amzn Mktp Us*2P3Du3Cx0 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit        | \$ 20.96    | Amzn Mktp Us*2P7Ye8Jw1 - PCard    |

| Check Date | Check# | Name             | Fund Name | Amount     | Item Desc                        |
|------------|--------|------------------|-----------|------------|----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 531.20  | Amzn Mktp Us*2P8Hm58V0 - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 155.29  | Awg 3571 - PCard                 |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 29.99   | Bestbuycom806477867101 - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 42.15   | Cenex Finest O07065477 - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 33.91   | Conoco - Grantree Conoco - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 62.98   | Costco Whse #0069 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 9.00    | Dxp Enterprises - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 36.88   | Ebay O*13-07393-03161 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 149.19  | Ecolab Inc - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 60.42   | Fisher'S Technology - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 25.00   | Holiday Inn Downtown Par - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 100.00  | Indeed - PCard                   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 566.04  | Kimball Midwest Payeezy - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 40.30   | Kimball Midwest Payeezy - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 112.83  | Kimball Midwest Payeezy - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 54.00   | Kimball Midwest Payeezy - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 16.54   | Lowes #00319* - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 29.14   | Lowes #00319* - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ (15.56) | Lowes #00319* - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 20.78   | Lowes #00319* - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 66.51   | Napa Store 3547001 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 15.99   | Napa Store 3547001 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 347.93  | Napa Store 3547001 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 124.57  | Napa Store 3547001 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 33.45   | Napa Store 3547001 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 14.68   | Napa Store 3547001 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 4.00    | Napa Store 3547001 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 98.79   | Napa Store 3547001 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 28.97   | Napa Store 3547001 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 12.73   | Napa Store 3547001 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 9.99    | Napa Store 3547001 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 4.14    | Napa Store 3547001 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 27.00   | Napa Store 3547001 - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 25.00   | Paypal *Q Straint - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 49.42   | Purvis Industries - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit   | \$ 85.00   | Sign Pro Billings - PCard        |

| Check Date | Check# | Name             | Fund Name  | Amount      | Item Desc                         |
|------------|--------|------------------|------------|-------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit    | \$ 89.00    | Sign Pro Billings - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit    | \$ 1,101.52 | Wwwplumbersstockcom - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit    | \$ 1,101.52 | Wwwplumbersstockcom - PCard       |
| 09/07/2021 | ACH    | U.S. Bank PCards | Transit    | \$ 15.55    | Zoom.U.s 888-799-9666 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 11.61    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 79.16    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 110.59   | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 1,151.86 | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 33.49    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 9.33     | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 36.50    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 50.94    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 125.52   | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 11.94    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 148.00   | A And H Turf And Specialt - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 285.90   | Absupplynet - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 14.99    | Adobe Acropro Subs - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 322.98   | Alsco Inc. - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 25.75    | Alsco Inc. - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 259.56   | Alsco Inc. - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 156.26   | Alsco Inc. - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 20.98    | Amzn Mktp Us*2E19R0Vw2 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 17.14    | Amzn Mktp Us*2P0910Fn2 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 27.99    | Billings Construction Sup - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 2.25     | Costco Whse #0069 - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 16.48    | Costco Whse #0069 - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 44.76    | Dxp Enterprises - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 24.00    | Econo Print - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 14.79    | Evergreen Ace Hardware - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 1.20     | Evergreen Ace Hardware - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 102.65   | Fluid And Control Servic - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 155.00   | Freds Appliance Billings - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 3.20     | General Shale-Billings - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 39.98    | Heights Ace Hdwe - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 22.32    | Hose & Rubber Supply - Bi - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 48.00    | Kb Commercial Products - PCard    |

| Check Date | Check# | Name             | Fund Name  | Amount      | Item Desc                         |
|------------|--------|------------------|------------|-------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 8.76     | Kb Commercial Products - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 5.50     | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 7.87     | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 7.12     | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 13.99    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 1,701.09 | Kooltronic Inc. - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 2,500.00 | Kooltronic Inc. - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 268.29   | L & J Technologies - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 410.65   | Midland Scientific Inc - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 220.56   | Midland Scientific Inc - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 97.45    | Midland Scientific Inc - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 101.67   | Midland Scientific Inc - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 27.20    | Midland Scientific Inc - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 27.15    | Midland Scientific Inc - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 21.10    | Midland Scientific Inc - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 267.72   | Midland Scientific Inc - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 80.38    | Monoprice, Inc. - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ (875.00) | Mt Rural Water System Inc - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 13.01    | Northwest Industrial Supp - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 9.13     | Northwest Industrial Supp - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 7.91     | Northwest Industrial Supp - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 30.18    | Northwest Industrial Supp - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 31.18    | Northwest Scientific Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 31.18    | Northwest Scientific Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 491.96   | Npc*New Pig Corp - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 5.00     | O'Reilly Auto Parts 1751 - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 246.59   | Provantage - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 155.90   | Shipton'S Big R-East - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 189.97   | Shipton'S Big R-East - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 12.50    | Sq *Cpr Cell Phone Repair - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 70.00    | Sq *Cpr Cell Phone Repair - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 20.99    | Tractor-Supply-Co #0303 - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 206.66   | Usa Blue Book - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ (11.94)  | Wal-Mart #2923 - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 113.55   | Www.Superbrightleds.Co - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 20.58    | Yellowstone County Treas - PCard  |

| Check Date | Check# | Name             | Fund Name  | Amount      | Item Desc                         |
|------------|--------|------------------|------------|-------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Wastewater | \$ 196.82   | Yellowstone Valley Elect - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 34.82    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 641.66   | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 101.88   | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 23.88    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 109.50   | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 14.00    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 16.98    | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 3.98     | 360 Office Solutions Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ (500.00) | 4Startechin - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 3,326.66 | 4Startechin - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 179.99   | A And H Turf And Specialt - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 221.99   | A And H Turf And Specialt - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 38.00    | Aaim - Services - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 285.89   | Absupplynet - PCard               |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 86.85    | Agilent Technologies, - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 16.77    | Agri Industries Billings - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 77.23    | Alsco Inc. - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 156.26   | Alsco Inc. - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 202.14   | Alsco Inc. - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ (1.56)   | Amzn Mktp Us - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ (12.26)  | Amzn Mktp Us - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 10.90    | Amzn Mktp Us*2D0Wr1591 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 211.26   | Amzn Mktp Us*2D4U79Fu1 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 16.99    | Amzn Mktp Us*2E7Ui0Yr1 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 5.72     | Amzn Mktp Us*2P0910Fn2 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 34.28    | Amzn Mktp Us*2P0910Fn2 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 1,199.00 | Amzn Mktp Us*2P1Vp1Wy1 Am - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 40.55    | Amzn Mktp Us*2P6I932R1 - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 134.50   | Awg 3575 - PCard                  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 51.27    | Billings - Tacoma Screw P - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 13.62    | Billings - Tacoma Screw P - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 299.33   | Billings - Tacoma Screw P - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 41.99    | Billings Construction Sup - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 243.81   | Blt*Durawear.Com - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water      | \$ 81.24    | C&B Billings - PCard              |

| Check Date | Check# | Name             | Fund Name | Amount     | Item Desc                        |
|------------|--------|------------------|-----------|------------|----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 2.33    | Carquest 3103 - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 61.52   | Carquest 3103 - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 6.74    | Costco Whse #0069 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 49.46   | Costco Whse #0069 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 17.87   | Cvs/Pharmacy #05301 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 67.14   | Dxp Enterprises - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 187.15  | Econo Print - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 35.99   | Econo Print - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 17.00   | Edge Construction Supp - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 295.00  | Edge Construction Supp - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 836.30  | Environmental Resource - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 222.00  | Eppendorf North Americ - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 11.69   | Eppendorf North Americ - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 1.79    | Evergreen Ace Hardware - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 24.98   | Evergreen Ace Hardware - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 22.19   | Evergreen Ace Hardware - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 32.41   | Fedex 92664941 - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 188.08  | Fedex 93310682 - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 37.62   | Fisher'S Technology - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 153.97  | Fluid And Control Servic - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 103.51  | Frontier Fence - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 467.30  | Galco Industrial Electro - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 548.53  | Galco Industrial Electro - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 4.80    | General Shale-Billings - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 58.20   | Grainger - PCard                 |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 104.16  | Grainger - PCard                 |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 29.17   | Grainger - PCard                 |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 44.64   | Grainger - PCard                 |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 100.23  | Grainger - PCard                 |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ (22.32) | Grainger - PCard                 |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 133.64  | Grainger - PCard                 |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 119.16  | Grainger - PCard                 |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 253.92  | Grainger - PCard                 |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 33.41   | Grainger - PCard                 |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 8.32    | Graybar Electric - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 113.01  | Hach Company - PCard             |

| Check Date | Check# | Name             | Fund Name | Amount      | Item Desc                         |
|------------|--------|------------------|-----------|-------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 127.58   | Hach Company - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 152.90   | Hach Company - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 152.90   | Hach Company - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 127.58   | Hach Company - PCard              |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 42.96    | Harbor Freight Tools 207 - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 89.99    | Harbor Freight Tools 207 - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 99.97    | Harbor Freight Tools 207 - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 201.96   | Harbor Freight Tools 207 - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 19.09    | Holiday Stations 0284 - PCard     |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 33.48    | Hose & Rubber Supply - Bi - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 5.16     | Hose & Rubber Supply - Bi - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 197.33   | Idexx Distribution Inc - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 2,319.60 | Interstate Battery Of The - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 70.17    | Kb Commercial Products - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 13.15    | Kb Commercial Products - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 72.00    | Kb Commercial Products - PCard    |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 8.99     | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 25.52    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 4.74     | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 41.36    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 34.14    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 214.14   | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 8.24     | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 12.58    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 20.08    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 39.56    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 56.05    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 11.80    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 7.51     | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 35.95    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 93.73    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 5.39     | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 1.59     | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 15.48    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 29.99    | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 39.99    | Kings Ace Hdwe - PCard            |

| Check Date | Check# | Name             | Fund Name | Amount    | Item Desc                         |
|------------|--------|------------------|-----------|-----------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 16.99  | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 31.48  | Kings Ace Hdwe - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 463.20 | Labfaucets.Com - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 82.44  | Lowes #00319* - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 50.36  | Mcmaster-Carr - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 73.81  | Mcmaster-Carr - PCard             |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 80.38  | Monoprice, Inc. - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 162.96 | Montana Waterworks - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 45.26  | Northwest Industrial Supp - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 20.65  | Northwest Industrial Supp - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 426.11 | Northwest Industrial Supp - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 57.57  | Northwest Industrial Supp - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 13.69  | Northwest Industrial Supp - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 50.00  | Northwest Industrial Supp - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 19.51  | Northwest Industrial Supp - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 11.87  | Northwest Industrial Supp - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 130.40 | Northwest Industrial Supp - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 42.92  | Northwest Scientific Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 28.73  | Northwest Scientific Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 164.28 | Northwest Scientific Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 59.69  | Northwest Scientific Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 50.23  | Northwest Scientific Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 78.80  | Northwest Scientific Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 133.40 | Northwest Scientific Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 259.13 | Northwest Scientific Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 35.40  | Northwest Scientific Inc - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 86.97  | Office Depot #1080 - PCard        |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 329.99 | Office Depot #450 - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 7.49   | O'Reilly Auto Parts 1751 - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 146.51 | Pacific Steel Branch #02 - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 34.69  | Polycase - PCard                  |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 272.88 | Power Service Inc - PCard         |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 154.69 | Provantage - PCard                |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 102.93 | SafetySign.Com - PCard            |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 65.08  | Sams Club #4805 - PCard           |
| 09/07/2021 | ACH    | U.S. Bank PCards | Water     | \$ 70.00  | Sq *Cpr Cell Phone Repair - PCard |

| Check Date | Check# | Name                     | Fund Name     | Amount       | Item Desc                         |
|------------|--------|--------------------------|---------------|--------------|-----------------------------------|
| 09/07/2021 | ACH    | U.S. Bank PCards         | Water         | \$ 12.50     | Sq *Cpr Cell Phone Repair - PCard |
| 09/07/2021 | ACH    | U.S. Bank PCards         | Water         | \$ 9.44      | The Home Depot #3101 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards         | Water         | \$ 41.94     | The Home Depot #3101 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards         | Water         | \$ 67.93     | The Home Depot #3101 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards         | Water         | \$ 24.68     | The Home Depot #3101 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards         | Water         | \$ 61.70     | The Home Depot #3101 - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards         | Water         | \$ 13.99     | Tractor-Supply-Co #0303 - PCard   |
| 09/07/2021 | ACH    | U.S. Bank PCards         | Water         | \$ 45.00     | Tvetene Turf Inc - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards         | Water         | \$ 7.50      | Tvetene Turf Inc - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards         | Water         | \$ 10.00     | Tvetene Turf Inc - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards         | Water         | \$ 7.50      | Tvetene Turf Inc - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards         | Water         | \$ 37.50     | Tvetene Turf Inc - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards         | Water         | \$ 7.50      | Tvetene Turf Inc - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards         | Water         | \$ 15.00     | Tvetene Turf Inc - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards         | Water         | \$ 22.50     | Tvetene Turf Inc - PCard          |
| 09/07/2021 | ACH    | U.S. Bank PCards         | Water         | \$ 282.00    | Western Ranch Supply - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards         | Water         | \$ 406.00    | Western Ranch Supply - PCard      |
| 09/07/2021 | ACH    | U.S. Bank PCards         | Water         | \$ 17.95     | Yellowstone County Treas - PCard  |
| 09/07/2021 | ACH    | U.S. Bank PCards         | Water         | \$ 24.50     | Yellowstone Valley Elect - PCard  |
| 09/07/2021 | 845965 | Ylwstn Valley An Shelter | Public Safety | \$ 23,000.00 | city contract                     |

**City Council Regular**

**Date:** 10/11/2021  
**Title:** Payment of Claims for week of September 13, 2021  
**Presented by:** Andy Zoeller, Finance Director  
**Department:** Finance  
**Presentation:** No

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**RECOMMENDATION**

Staff recommends Council approve the Payment of Claims

**BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)**

Claims in the amount of \$3,012,052.33 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

**Payment Approval Process**

Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.) Each invoice goes through a multi-step approval process depending upon the amount of the payment.

First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment.

Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached.

If the payment is greater than \$1,000, then it must be approved by the Finance Director or designee. If that payment is greater than \$10,000, then it must be approved by the City Administrator or Assistant City Administrator.

Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of \$2,500 is generated and placed on the next City Council meeting for review.

**ALTERNATIVES**

- No other alternatives were analyzed

**FISCAL EFFECTS**

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.

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**Attachments**

Councilmemo wk of 09132021

| Check Date | Check# | Name                  | Fund Name     | Amount        | Item Desc                                       |
|------------|--------|-----------------------|---------------|---------------|-------------------------------------------------|
| 09/13/2021 | 845979 | Allstream Business    | Airport       | \$ 44.64      | Airport Alarm                                   |
| 09/13/2021 | 845979 | Allstream Business    | Building      | \$ 39.00      | Building FAX                                    |
| 09/13/2021 | 845979 | Allstream Business    | CDBG          | \$ 39.25      | Community Development Services FAX              |
| 09/13/2021 | 845979 | Allstream Business    | CDBG          | \$ 39.00      | Planning FAX                                    |
| 09/13/2021 | 845979 | Allstream Business    | Park Dist 1   | \$ 46.00      | Main Bill New Account # 330046 -Dehler Park     |
| 09/13/2021 | 845979 | Allstream Business    | Phone System  | \$ 285.10     | Main Bill New Account # 330046                  |
| 09/13/2021 | 845979 | Allstream Business    | Phone System  | \$ 79.95      | Main Bill New Account # 330046 -IT              |
| 09/13/2021 | 845979 | Allstream Business    | Phone System  | \$ 2,453.86   | Main Bill New Account # 330046 -IT              |
| 09/13/2021 | 845979 | Allstream Business    | Public Safety | \$ 39.00      | CPC line 247-8592                               |
| 09/13/2021 | 845983 | Askin Construction    | Gas Tax       | \$ 16,679.52  | Gleneagles Blvd                                 |
| 09/13/2021 | 845983 | Askin Construction    | Gas Tax       | \$ 21,251.24  | Gleneagles Blvd                                 |
| 09/13/2021 | 845983 | Askin Construction    | SID Const     | \$ 179,984.81 | Gleneagles Blvd                                 |
| 09/13/2021 | 845983 | Askin Construction    | SID Const     | \$ 209,194.79 | Gleneagles Blvd                                 |
| 09/13/2021 | 845983 | Askin Construction    | Storm Sewer   | \$ 66,859.65  | Gleneagles Blvd                                 |
| 09/13/2021 | 845983 | Askin Construction    | Storm Sewer   | \$ 3,082.86   | Gleneagles Blvd                                 |
| 09/13/2021 | 845983 | Askin Construction    | Storm Sewer   | \$ 129,489.68 | Storm Drain Rehabilitation                      |
| 09/13/2021 | 845988 | Billings Clinic       | Public Safety | \$ 600.00     | SANE 2021094                                    |
| 09/13/2021 | 845988 | Billings Clinic       | Public Safety | \$ 600.00     | SANE 2021097                                    |
| 09/13/2021 | 845988 | Billings Clinic       | Public Safety | \$ 600.00     | SANE 2021101                                    |
| 09/13/2021 | 845988 | Billings Clinic       | Public Safety | \$ 600.00     | SANE 2021102                                    |
| 09/13/2021 | 845988 | Billings Clinic       | Public Safety | \$ 600.00     | SANE 2021103                                    |
| 09/13/2021 | 845988 | Billings Clinic       | Public Safety | \$ 600.00     | SANE 2021105                                    |
| 09/13/2021 | 845988 | Billings Clinic       | Public Safety | \$ 600.00     | SANE 2021109                                    |
| 09/13/2021 | 845988 | Billings Clinic       | Public Safety | \$ 600.00     | SANE 2021113                                    |
| 09/13/2021 | 845988 | Billings Clinic       | Public Safety | \$ 600.00     | SANE 2021118                                    |
| 09/13/2021 | 845990 | Billings Depot        | Engineering   | \$ 14,564.43  | October Depot Rent                              |
| 09/13/2021 | 845993 | Burns & McDonnell Eng | Water         | \$ 74,225.42  | WO 19-42 West End Water Treatment Plant Project |
| 09/13/2021 | 846003 | Colstrip Electric     | Water         | \$ 14,065.11  | WO 20-40 Walter Pump Station Generator          |
| 09/13/2021 | 846013 | Dana Safety Supply    | Public Safety | \$ 1,535.00   | 740650                                          |
| 09/13/2021 | 846013 | Dana Safety Supply    | Public Safety | \$ 1,157.00   | 740659                                          |
| 09/13/2021 | 846013 | Dana Safety Supply    | Public Safety | \$ 134.00     | 740663                                          |
| 09/13/2021 | 846013 | Dana Safety Supply    | Public Safety | \$ 1,271.00   | 740768                                          |
| 09/13/2021 | 846013 | Dana Safety Supply    | Public Safety | \$ 1,271.00   | 740770                                          |
| 09/13/2021 | 846013 | Dana Safety Supply    | Public Safety | \$ 1,271.00   | 740771                                          |
| 09/13/2021 | 846014 | David Turch & Assoc   | P.W. Admin    | \$ 4,000.00   | Consulting for Public Works Infrastructure      |
| 09/13/2021 | 846015 | Denny Menholt Chevy   | Property Ins  | \$ 1,599.99   | Police Car 31413 #2021-147 Inv. 389538          |

| Check Date | Check# | Name                   | Fund Name        | Amount       | Item Desc                                                  |
|------------|--------|------------------------|------------------|--------------|------------------------------------------------------------|
| 09/13/2021 | 846015 | Denny Menholt Chevy    | Property Ins     | \$ 3,670.66  | Police Care #1413 #2021-147 Inv. 3893348                   |
| 09/13/2021 | 846015 | Denny Menholt Chevy    | Property Ins     | \$ 2,135.00  | Repairs to Fire Dept. Car #4041 #2021-141                  |
| 09/13/2021 | 846020 | DOWL                   | Arterial Streets | \$ 2,107.50  | 24th St W/Central Ave Signal Improvements                  |
| 09/13/2021 | 846020 | DOWL                   | Arterial Streets | \$ 45,050.40 | WO 20-12 S 32nd St W (King Ave W to Gabel)                 |
| 09/13/2021 | 846023 | EBMS                   | City Ins Fund    | \$ 1,000.00  | EBMS October billing                                       |
| 09/13/2021 | 846023 | EBMS                   | City Ins Fund    | \$ 28,043.30 | EBMS October billing                                       |
| 09/13/2021 | 846023 | EBMS                   | City Ins Fund    | \$ 4,789.35  | EBMS October billing                                       |
| 09/13/2021 | 846023 | EBMS                   | City Ins Fund    | \$ 1,183.00  | EBMS October billing                                       |
| 09/13/2021 | 846023 | EBMS                   | City Ins Fund    | \$ 3,738.00  | EBMS October billing                                       |
| 09/13/2021 | 846023 | EBMS                   | City Ins Fund    | \$ 57,589.56 | EBMS October billing                                       |
| 09/13/2021 | 846023 | EBMS                   | Payroll Clearing | \$ 10,548.81 | EBMS October billing                                       |
| 09/13/2021 | 846030 | FlashParking           | Parking          | \$ 35.00     | INV62043_AUGUST FP MOBILE PAYMENTS FLASHPARCS              |
| 09/13/2021 | 846030 | FlashParking           | Property Ins     | \$ 4,900.00  | Replacement of a parking gate arm at Park 2.               |
| 09/13/2021 | 846032 | Gaynor's Auto Body     | Property Ins     | \$ 4,498.90  | Repairs to SW Truck #0024 #2021-153                        |
| 09/13/2021 | 846035 | Graybar Electric       | Facilities       | \$ 878.70    | Lights glass 4' tube 14W 4000K Inv. 9323168527             |
| 09/13/2021 | 846035 | Graybar Electric       | Facilities       | \$ 2,835.90  | Lithonia Lighting bulbs                                    |
| 09/13/2021 | 846035 | Graybar Electric       | Facilities       | \$ 8,229.60  | Lithonia Lights and Exits signs Inv. 9323086456            |
| 09/13/2021 | 846039 | High Point Network     | Airport          | \$ 5,687.00  | EX3400-48P Juniper switch ARFF building                    |
| 09/13/2021 | 846039 | High Point Network     | IT Resources     | \$ 41,028.00 | Qty.3 210-AKWU PowerEdge R640 Server -Virtual Host Servers |
| 09/13/2021 | 846043 | Iaff                   | Payroll Clearing | \$ 5,063.88  | Payroll Summary                                            |
| 09/13/2021 | 846045 | IMEG Corp              | GO Const         | \$ 3,325.00  | Stillwater Building Assessment 7/26 - 8/22/2021            |
| 09/13/2021 | 846046 | Ingram Library Service | Library          | \$ 57.93     | 53948852                                                   |
| 09/13/2021 | 846046 | Ingram Library Service | Library          | \$ 5.97      | 53948852                                                   |
| 09/13/2021 | 846046 | Ingram Library Service | Library          | \$ 5.99      | 53948852                                                   |
| 09/13/2021 | 846046 | Ingram Library Service | Library          | \$ 10.61     | 53948852                                                   |
| 09/13/2021 | 846046 | Ingram Library Service | Library          | \$ 15.91     | 53948853                                                   |
| 09/13/2021 | 846046 | Ingram Library Service | Library          | \$ 78.65     | 53948853                                                   |
| 09/13/2021 | 846046 | Ingram Library Service | Library          | \$ 10.61     | 53948854                                                   |
| 09/13/2021 | 846046 | Ingram Library Service | Library          | \$ 64.52     | 53948855                                                   |
| 09/13/2021 | 846046 | Ingram Library Service | Library          | \$ 17.10     | 53948856                                                   |
| 09/13/2021 | 846046 | Ingram Library Service | Library          | \$ 12.59     | 54035421                                                   |
| 09/13/2021 | 846046 | Ingram Library Service | Library          | \$ 438.36    | 54035421                                                   |
| 09/13/2021 | 846046 | Ingram Library Service | Library          | \$ 13.75     | 54035421                                                   |
| 09/13/2021 | 846046 | Ingram Library Service | Library          | \$ 21.59     | 54057032                                                   |
| 09/13/2021 | 846046 | Ingram Library Service | Library          | \$ 27.89     | 54057032                                                   |
| 09/13/2021 | 846046 | Ingram Library Service | Library          | \$ 47.78     | 54057033                                                   |

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| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 13.19  | 54057033  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 93.71  | 54057033  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 27.70  | 54057033  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 5.99   | 54057033  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 35.99  | 54057034  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 102.00 | 54057035  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 7.66   | 54057036  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 37.72  | 54057037  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 96.75  | 54074364  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 9.57   | 54074364  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 30.87  | 54074365  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 33.03  | 54074366  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 77.74  | 54074366  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 842.54 | 54074366  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 15.93  | 54074366  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 107.53 | 54074366  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 823.12 | 54074366  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 444.24 | 54074366  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 17.40  | 54074367  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 17.08  | 54074367  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 22.94  | 54081357  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 45.65  | 54081357  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 16.49  | 54081358  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 560.74 | 54081358  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 18.56  | 54081358  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 93.55  | 54081358  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 61.23  | 54081358  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 83.45  | 54081358  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 16.49  | 54081359  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 24.23  | 54081359  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 101.70 | 54081360  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 4.79   | 54081362  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 17.10  | 54166139  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 40.53  | 54166140  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 5.99   | 54166140  |
| 09/13/2021 | 846046 | Ingram Library Service | Library   | \$ 49.56  | 54166140  |

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| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 146.64   | 54166141                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 16.51    | 54166141                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 14.74    | 54166142                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 16.51    | 54166143                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 20.66    | 54166144                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 14.97    | 54166145                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 32.29    | 54166146                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 11.37    | 54166147                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 47.68    | 54166148                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 109.28   | 54166148                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 474.59   | 54166148                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 387.82   | 54166148                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 346.44   | 54166148                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 34.52    | 54166149                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 32.15    | 54181168                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 52.37    | 54181169                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 7.36     | 54181169                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 34.02    | 54181169                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 416.91   | 54181170                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 65.30    | 54181170                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 200.32   | 54181170                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 73.29    | 54181170                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 11.78    | 54181170                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 20.04    | 54181171                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 24.95    | 54181172                                                                  |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 863.10   | 54081361 OBB                                                              |
| 09/13/2021 | 846046 | Ingram Library Service | Library        | \$ 1,323.90 | 54181173 OBB                                                              |
| 09/13/2021 | 846047 | Insight Public Sector  | General        | \$ 1,532.67 | Microsoft Surface Pro 7, i7 Processor, 16GB RAM, 256GB SSD                |
| 09/13/2021 | 846047 | Insight Public Sector  | PD Program     | \$ 5,000.00 | Qty. 74 Panasonic long life battery for CF-33 -Police                     |
| 09/13/2021 | 846047 | Insight Public Sector  | Public Safety  | \$ 1,607.34 | Qty. 74 Panasonic long life battery for CF-33 -Police                     |
| 09/13/2021 | 846047 | Insight Public Sector  | Public Safety  | \$ 595.98   | Qty.3 card reader and car power adapter -Police                           |
| 09/13/2021 | 846047 | Insight Public Sector  | Public Safety  | \$ 3,597.00 | Qty.3 Cradlepoint Netcloud mobile routers and antennas with 3 yr. support |
| 09/13/2021 | 846050 | Jacobs Engineering     | Gas Tax        | \$ 811.18   | Asset Management Program Project                                          |
| 09/13/2021 | 846050 | Jacobs Engineering     | Light Maint    | \$ 811.19   | Asset Management Program Project                                          |
| 09/13/2021 | 846050 | Jacobs Engineering     | Storm Sewer    | \$ 1,622.38 | Asset Management Program Project                                          |
| 09/13/2021 | 846050 | Jacobs Engineering     | Street/Traffic | \$ 2,433.56 | Asset Management Program Project                                          |

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| 09/13/2021 | 846050 | Jacobs Engineering     | Wastewater       | \$ 5,272.72   | Asset Management Program Project                |
| 09/13/2021 | 846050 | Jacobs Engineering     | Water            | \$ 5,272.72   | Asset Management Program Project                |
| 09/13/2021 | 846053 | K2 Civil Inc           | Solid Waste      | \$ 188,568.27 | WO 20-23 Solid Waste Container Storage Facility |
| 09/13/2021 | 846053 | K2 Civil Inc           | Solid Waste      | \$ 101,515.59 | WO 20-23 Solid Waste Container Storage Facility |
| 09/13/2021 | 846053 | K2 Civil Inc           | Solid Waste      | \$ 10,501.70  | WO 20-23 Solid Waste Container Storage Facility |
| 09/13/2021 | 846057 | Knife River            | Arterial Streets | \$ 462,475.41 | S 32nd Street W                                 |
| 09/13/2021 | 846057 | Knife River            | SID Const        | \$ -          | SID 1417 Elysian Road                           |
| 09/13/2021 | 846057 | Knife River            | SID Const        | \$ 875,433.84 | SID 1417 Elysian Road                           |
| 09/13/2021 | 846057 | Knife River            | Sidewalk Const   | \$ 48,732.76  | S 32nd Street W                                 |
| 09/13/2021 | 846057 | Knife River            | Street/Traffic   | \$ 1,285.74   | asphalt                                         |
| 09/13/2021 | 846057 | Knife River            | Street/Traffic   | \$ 45.00      | 1 1/2" crushed base                             |
| 09/13/2021 | 846057 | Knife River            | Street/Traffic   | \$ 841.00     | shiloh center islands concrete                  |
| 09/13/2021 | 846057 | Knife River            | Street/Traffic   | \$ 1,279.80   | asphalt                                         |
| 09/13/2021 | 846057 | Knife River            | Water            | \$ 16,316.19  | S 32nd Street W                                 |
| 09/13/2021 | 846062 | Landrum & Brown        | Airport          | \$ 12,499.50  | Air Cargo Facility Assessment                   |
| 09/13/2021 | 846063 | Lee Newspaper          | General          | \$ 2,756.91   | 102-60001620 - Finance & Cemetery               |
| 09/13/2021 | 846063 | Lee Newspaper          | General          | \$ 294.00     | 102-60001620 - Finance & Cemetery               |
| 09/13/2021 | 846063 | Lee Newspaper          | Library          | \$ 419.00     | 102-60003259 August 2021                        |
| 09/13/2021 | 846073 | MFPE                   | Payroll Clearing | \$ 2,698.75   | Payroll Summary                                 |
| 09/13/2021 | 846068 | Mitchell Repair Info   | Transit          | \$ 3,100.39   | Invoice #26341111. Mitchell1 Software           |
| 09/13/2021 | 846078 | Morrison Maierle       | Water            | \$ 2,693.92   | WO 20-40 Walter Pump Station Generator          |
| 09/13/2021 | 846080 | MPPA                   | Payroll Clearing | \$ 3,762.22   | Payroll Summary                                 |
| 09/13/2021 | 846070 | MT CSED                | Payroll Clearing | \$ 3,151.93   | Payroll Summary                                 |
| 09/13/2021 | 846071 | MT Dakota Utilities    | Fleet            | \$ 6,269.72   | 091321 PO NUM 313125                            |
| 09/13/2021 | 846074 | MT Municipal Authority | Property Ins     | \$ 34,725.04  | August 2021 Liability Insurance payments        |
| 09/13/2021 | 846077 | MT State Firemen       | Payroll Clearing | \$ 4,270.84   | Payroll Summary                                 |
| 09/14/2021 | 846134 | NorthWestern Energy    | Building         | \$ 16.04      | 1569631-3                                       |
| 09/14/2021 | 846134 | NorthWestern Energy    | Facilities       | \$ 6.00       | 3866815-8                                       |
| 09/14/2021 | 846134 | NorthWestern Energy    | General          | \$ 1,185.33   | 0712538-8                                       |
| 09/14/2021 | 846134 | NorthWestern Energy    | General          | \$ 1,914.43   | 0720841-6                                       |
| 09/14/2021 | 846134 | NorthWestern Energy    | General          | \$ 24.84      | 1692666-9                                       |
| 09/14/2021 | 846134 | NorthWestern Energy    | General          | \$ 6.00       | 3178260-0                                       |
| 09/14/2021 | 846134 | NorthWestern Energy    | Library          | \$ 10,747.46  | 3039007-4 Library electricity August 2021       |
| 09/14/2021 | 846134 | NorthWestern Energy    | Park Dist 1      | \$ 6.11       | 0722253-2                                       |
| 09/14/2021 | 846134 | NorthWestern Energy    | Park Dist 1      | \$ 179.86     | 0722256-5                                       |
| 09/14/2021 | 846134 | NorthWestern Energy    | Park Dist 1      | \$ 8.32       | 0722258-1                                       |

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| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 12.57  | 0722259-9 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 8.61   | 0722272-2 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 45.29  | 0722273-0 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 8.65   | 0722274-8 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 83.83  | 0722275-5 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 28.70  | 0722277-1 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 29.23  | 0722278-9 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 12.52  | 0722279-7 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 6.11   | 0722280-5 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 6.11   | 0722281-3 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 6.11   | 0722283-9 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 6.11   | 0722284-7 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 12.52  | 0722808-3 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 8.80   | 0722852-1 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 8.32   | 0722862-0 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 50.25  | 0722901-6 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 6.50   | 0722976-8 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 281.49 | 0722995-8 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 77.63  | 0723005-5 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 6.11   | 0723025-3 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 9.82   | 0723039-4 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 6.00   | 0723046-9 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 12.99  | 0723049-3 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 18.43  | 0723064-2 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 18.43  | 0723065-9 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 4.29   | 0723391-9 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 89.70  | 0723884-3 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 18.43  | 0723887-6 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 241.67 | 0793134-8 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 31.68  | 0813489-2 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 13.87  | 0978917-3 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 45.69  | 0999807-1 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 32.96  | 1156527-2 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 6.00   | 1230066-1 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 6.00   | 1588262-4 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 45.43  | 1849408-8 |

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| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 7.53   | 1902257-3 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 49.78  | 1904944-4 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 40.87  | 1941243-6 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 74.81  | 3241436-9 |
| 09/14/2021 | 846134 | NorthWestern Energy | Park Dist 1 | \$ 6.00   | 3477233-5 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parking     | \$ 20.37  | 3835890-9 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 5.74   | 0722272-2 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 6.11   | 0723384-4 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 7.94   | 0723385-1 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 7.94   | 0723386-9 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 7.94   | 0723387-7 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 7.94   | 0723388-5 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 2.85   | 0723391-9 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 0.72   | 0723392-7 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 6.89   | 0723393-5 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 6.11   | 0723394-3 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 6.11   | 0723395-0 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 6.11   | 0723396-8 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 6.11   | 0723397-6 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 6.11   | 0723398-4 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 6.11   | 0723835-5 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 8.32   | 0723836-3 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 6.26   | 0723840-5 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 192.74 | 0723879-3 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 6.63   | 0723883-5 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 0.72   | 0723885-0 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 6.89   | 0881455-0 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 1.09   | 0971824-8 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 0.25   | 1029192-0 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 55.50  | 1045813-1 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 1.31   | 1265177-4 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 0.84   | 1312707-1 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 164.48 | 1513796-1 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 179.00 | 1513800-1 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 8.41   | 1513802-7 |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint | \$ 14.53  | 1513804-3 |

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| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint    | \$ 7.53      | 1514388-6                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint    | \$ 6.89      | 1564209-3                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint    | \$ 1.31      | 1948667-9                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint    | \$ 1.71      | 2041362-1                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint    | \$ 5.49      | 2055817-7                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint    | \$ 9.98      | 3707234-5                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint    | \$ 16.78     | 3707235-2                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint    | \$ 19.14     | 3707236-0                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Parks Maint    | \$ 10.82     | 3771457-3                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Public Safety  | \$ 8.68      | 0712532-1                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Public Safety  | \$ 467.69    | 0720817-6                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Public Safety  | \$ 1,872.66  | 1183483-5                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Radio          | \$ 233.03    | 1006915-1                                   |
| 09/14/2021 | 846135 | NorthWestern Energy | Solid Waste    | \$ 37,743.00 | Solid Waste Container Storage Building.     |
| 09/14/2021 | 846135 | NorthWestern Energy | Solid Waste    | \$ 4,150.28  | Solid Waste Container Storage Building.     |
| 09/14/2021 | 846134 | NorthWestern Energy | Street/Traffic | \$ 11.33     | 0855404-0                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Street/Traffic | \$ 26.52     | 1045820-6                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Street/Traffic | \$ 18.99     | 1738989-1                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Street/Traffic | \$ 1.20      | 1797828-9                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Street/Traffic | \$ 7.14      | 2047000-1                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Street/Traffic | \$ 7.79      | 2047007-6                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Street/Traffic | \$ 7.40      | 2047010-0                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Street/Traffic | \$ 7.53      | 2047011-8                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Street/Traffic | \$ 7.40      | 2047013-4                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Street/Traffic | \$ 7.64      | 2047017-5                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Street/Traffic | \$ 7.79      | 2047018-3                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Street/Traffic | \$ 7.14      | 2047019-1                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Street/Traffic | \$ 12.38     | 3088038-9                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Street/Traffic | \$ 0.82      | 3590004-2                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Street/Traffic | \$ 29.66     | 3648861-7                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Street/Traffic | \$ 49.38     | 3660075-7                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Transit        | \$ 24.90     | 0712764-0. DTTC Light District. August 2021 |
| 09/14/2021 | 846134 | NorthWestern Energy | Wastewater     | \$ 7.02      | 1704025-4                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Wastewater     | \$ 63.23     | 1704030-4                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Water          | \$ 54.34     | 1160807-2                                   |
| 09/14/2021 | 846134 | NorthWestern Energy | Water          | \$ 38.14     | 1346673-5                                   |

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|------------|--------|--------------------------|---------------|---------------|----------------------------------------------------------------------------|
| 09/14/2021 | 846134 | NorthWestern Energy      | Water         | \$ 12.24      | 1867265-9                                                                  |
| 09/13/2021 | 846096 | Public Utilities         | Airport       | \$ 24,417.30  | 136516                                                                     |
| 09/13/2021 | 846096 | Public Utilities         | Airport       | \$ 71.18      | 250828-Alpine Air-Maintenance                                              |
| 09/13/2021 | 846096 | Public Utilities         | Airport       | \$ 170.32     | 250831-Zone Dispatch-IP6 & IP7                                             |
| 09/13/2021 | 846096 | Public Utilities         | Airport       | \$ 49.50      | 250832-Corp Air/Alpine                                                     |
| 09/13/2021 | 846096 | Public Utilities         | Airport       | \$ 177.24     | 250834-QTA                                                                 |
| 09/13/2021 | 846096 | Public Utilities         | Airport       | \$ 88.62      | 250836-West End T-Hangars                                                  |
| 09/13/2021 | 846096 | Public Utilities         | Airport       | \$ 120.68     | 250840-Edwards Jet Center West                                             |
| 09/13/2021 | 846096 | Public Utilities         | Airport       | \$ 92.78      | 250842-Executive Hangars                                                   |
| 09/13/2021 | 846096 | Public Utilities         | Airport       | \$ 6.63       | 250842-Executive Hangars USDA APHIS                                        |
| 09/13/2021 | 846096 | Public Utilities         | Airport       | \$ 150.30     | 250843-Airfield Maintenance Compactor                                      |
| 09/13/2021 | 846096 | Public Utilities         | Airport       | \$ 120.24     | 250845-Airfield Maintenance                                                |
| 09/13/2021 | 846096 | Public Utilities         | Airport       | \$ 312.14     | 250847-UPS Gate 21                                                         |
| 09/13/2021 | 846096 | Public Utilities         | Airport       | \$ 99.00      | 250848-Edwards Jet Center 1871 Aviation Place                              |
| 09/13/2021 | 846096 | Public Utilities         | Airport       | \$ 99.41      | 250849-Rocky Mountain College-EJC                                          |
| 09/13/2021 | 846096 | Public Utilities         | Airport       | \$ 120.68     | 250850-US Postal Service Gate 15                                           |
| 09/13/2021 | 846096 | Public Utilities         | Airport       | \$ 141.82     | 250851-Edwards Jet Center 1691 Aviation Place                              |
| 09/13/2021 | 846096 | Public Utilities         | Airport       | \$ 70.91      | 250853-Aertronics                                                          |
| 09/13/2021 | 846096 | Public Utilities         | Airport       | \$ 120.68     | 250854-Marchi Hangar                                                       |
| 09/13/2021 | 846096 | Public Utilities         | Airport       | \$ 60.27      | 250855-Marchi Office                                                       |
| 09/13/2021 | 846096 | Public Utilities         | Airport       | \$ 159.68     | 250857-MT State Lands DEQ/DNRC                                             |
| 09/13/2021 | 846096 | Public Utilities         | Airport       | \$ 198.82     | 250858-Billings Fire Center-BLM                                            |
| 09/13/2021 | 846096 | Public Utilities         | Airport       | \$ 49.50      | 250859-TSA                                                                 |
| 09/13/2021 | 846096 | Public Utilities         | Facilities    | \$ 510.31     | 158260                                                                     |
| 09/13/2021 | 846096 | Public Utilities         | Park Dist 1   | \$ 99.41      | 255552                                                                     |
| 09/13/2021 | 846096 | Public Utilities         | Wastewater    | \$ 9.60       | 180645                                                                     |
| 09/13/2021 | 846100 | Rocky Mt Health Net      | City Ins Fund | \$ 7,800.00   | August 2021 Wellness and Health Behavior                                   |
| 09/13/2021 | 846106 | Solid Waste Systems      | Solid Waste   | \$ 1,185.55   | 135073                                                                     |
| 09/13/2021 | 846106 | Solid Waste Systems      | Solid Waste   | \$ 2,564.32   | 135086                                                                     |
| 09/13/2021 | 846106 | Solid Waste Systems      | Solid Waste   | \$ (1,156.06) | 135831                                                                     |
| 09/13/2021 | 846108 | St V's Occupation Health | City Ins Fund | \$ 900.00     | Drug testing, On-Site Nursing, COVID 19 testing, DOT physicals, Hep B Vacs |
| 09/13/2021 | 846108 | St V's Occupation Health | City Ins Fund | \$ 1,070.00   | Drug testing, On-Site Nursing, COVID 19 testing, DOT physicals, Hep B Vacs |
| 09/13/2021 | 846108 | St V's Occupation Health | General       | \$ 2,210.00   | Drug testing, On-Site Nursing, COVID 19 testing, DOT physicals, Hep B Vacs |
| 09/13/2021 | 846108 | St V's Occupation Health | Public Safety | \$ 280.00     | Drug testing, On-Site Nursing, COVID 19 testing, DOT physicals, Hep B Vacs |
| 09/13/2021 | 846108 | St V's Occupation Health | Public Safety | \$ 20.00      | Drug testing, On-Site Nursing, COVID 19 testing, DOT physicals, Hep B Vacs |
| 09/13/2021 | 846108 | St V's Occupation Health | Solid Waste   | \$ 95.00      | Drug testing, On-Site Nursing, COVID 19 testing, DOT physicals, Hep B Vacs |

| Check Date | Check# | Name                     | Fund Name      | Amount       | Item Desc                                                                  |
|------------|--------|--------------------------|----------------|--------------|----------------------------------------------------------------------------|
| 09/13/2021 | 846108 | St V's Occupation Health | Solid Waste    | \$ 95.00     | Drug testing, On-Site Nursing, COVID 19 testing, DOT physicals, Hep B Vacs |
| 09/13/2021 | 846108 | St V's Occupation Health | Street/Traffic | \$ 95.00     | Drug testing, On-Site Nursing, COVID 19 testing, DOT physicals, Hep B Vacs |
| 09/13/2021 | 846108 | St V's Occupation Health | Transit        | \$ 95.00     | Drug testing, On-Site Nursing, COVID 19 testing, DOT physicals, Hep B Vacs |
| 09/13/2021 | 846108 | St V's Occupation Health | Wastewater     | \$ 58.00     | Drug testing, On-Site Nursing, COVID 19 testing, DOT physicals, Hep B Vacs |
| 09/13/2021 | 846108 | St V's Occupation Health | Water          | \$ 87.00     | Drug testing, On-Site Nursing, COVID 19 testing, DOT physicals, Hep B Vacs |
| 09/13/2021 | 846113 | Titan Machinery          | Street/Traffic | \$ 3,132.00  | rear brooms for sweepers                                                   |
| 09/13/2021 | 846113 | Titan Machinery          | Wastewater     | \$ 233.82    | NONSTOCKING ITEMS-P.U.D.                                                   |
| 09/13/2021 | 846114 | Town & Country Supply    | Fleet          | \$ 17,248.00 | PO Num 313124                                                              |
| 09/13/2021 | 846114 | Town & Country Supply    | Wastewater     | \$ 1,009.91  | FUEL WRF                                                                   |
| 09/13/2021 | 846114 | Town & Country Supply    | Water          | \$ 360.45    | NONSTOCKING ITEMS-P.U.D.                                                   |
| 09/13/2021 | 846114 | Town & Country Supply    | Water          | \$ 19,937.18 | WATER PARTS AND SUPPLIES PO NUM 313054                                     |
| 09/13/2021 | 846115 | Tractor & Equipment      | Solid Waste    | \$ 2,401.68  | BLCS0762013                                                                |
| 09/13/2021 | 846115 | Tractor & Equipment      | Solid Waste    | \$ 193.18    | BLCS0762224                                                                |
| 09/13/2021 | 846115 | Tractor & Equipment      | Solid Waste    | \$ 140.99    | BLCS0762570                                                                |
| 09/13/2021 | 846115 | Tractor & Equipment      | Solid Waste    | \$ 802.60    | BLCS0762842                                                                |
| 09/13/2021 | 846115 | Tractor & Equipment      | Solid Waste    | \$ 82.16     | BLCS0762843                                                                |
| 09/13/2021 | 846115 | Tractor & Equipment      | Solid Waste    | \$ 69.59     | BLWO0210781                                                                |
| 09/13/2021 | 846115 | Tractor & Equipment      | Solid Waste    | \$ 578.00    | BLWO0210781                                                                |
| 09/13/2021 | 846115 | Tractor & Equipment      | Solid Waste    | \$ 304.00    | BLWO0210782                                                                |
| 09/13/2021 | 846115 | Tractor & Equipment      | Solid Waste    | \$ 12.16     | BLWO0210782                                                                |
| 09/13/2021 | 846118 | Used 4 You               | Water          | \$ 9,277.00  | FY 22 TRP Replacement-Network switches                                     |
| 09/13/2021 | 846124 | Wilbur Ellis             | Park Dist 1    | \$ 220.00    | fertilizer-14540459                                                        |
| 09/13/2021 | 846124 | Wilbur Ellis             | Park Dist 1    | \$ 424.00    | fertilizer-14549229                                                        |
| 09/13/2021 | 846124 | Wilbur Ellis             | Park Dist 1    | \$ 220.00    | fertilizer-14566202                                                        |
| 09/13/2021 | 846124 | Wilbur Ellis             | Park Dist 1    | \$ 110.00    | fertilizer-14569062                                                        |
| 09/13/2021 | 846124 | Wilbur Ellis             | Park Dist 1    | \$ 2,560.00  | fertilizer-14583251                                                        |
| 09/13/2021 | 846124 | Wilbur Ellis             | Park Dist 1    | \$ 2,560.00  | fertilizer-14583251                                                        |
| 09/13/2021 | 846124 | Wilbur Ellis             | Park Dist 1    | \$ 2,560.00  | fertilizer-14588934                                                        |
| 09/13/2021 | 846124 | Wilbur Ellis             | Park Dist 1    | \$ 1,280.00  | fertilizer-14589419                                                        |

**City Council Regular**

**Date:** 10/11/2021  
**Title:** Zone Change 998 - Sweetgrass - N4 to N3, N2, N1, NX1 & Public 1 (MR-PND) - 2nd reading Public Hearing  
**Presented by:** Nicole Cromwell  
**Department:** Planning & Community Services  
**Presentation:** Yes

**RECOMMENDATION**

The Zoning Commission recommends approval and adoption of the findings of the ten review criteria for Zone Change 998, a Mixed Residential Planned Neighborhood Development zone change consisting of N3, N2, N1, NX1 and Public 1 zone districts. The City Council approved the zone change request on first reading on September 27, 2021. A second reading public hearing is required to approve the zone change.

**BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)**

This is a zone change request for a new Planned Neighborhood Development zone change for a proposed annexation of a 53.45 acre parcel south of Rimrock Road, west of 54th St West and east of 58th St West. The proposed Mixed Residential PND will include 20.83 acres of N2, 10.36 acres of NX1, 3.793 acres of N3 zoning, 2.92 acres of N1 zoning and about 2.5 acres of open space (P1). The PND is a new zoning tool to help guide the coordination of annexation, subdivisions, and master planning for new city neighborhoods. The previous zoning code allowed urban-type zoning districts in both the city and the county. In many cases, developers were "pre-zoning" parcels in the county prior to annexation. The new PND tool will allow developers to process all the zoning with the City Council, phase the annexation of the property (if necessary), and coordinate both of these processes with subdivision or master site plan review. The new tool applies a level of certainty to all stakeholders, including the surrounding property owners.

This zone change is for a Mixed Residential PND and includes some mixed residential zoning (NX1) in the southwest corner of the property, Mid-Century Neighborhood (N2) zoning for about 51% of the net land area and the remaining area in First Neighborhood (N1), Suburban Neighborhood (N3) and Open Space (P1) districts. There are neighborhood scale open spaces shown on the plan as required by the PND regulations. A master plan for the use and development of this open space is not yet completed. The applicant also owns another 33 acre parcel south of this subject property that is remaining in the county and is zoned N4 - Large Lot Suburban Residential Neighborhood.

**APPLICATION DATA**

**OWNER:** Regal Land Development, Inc. Dan Wells  
**AGENT:** In Site Engineering, Scott Worthington, P.E.  
**LEGAL DESCRIPTION:** R. L. Subdivision, Lot 1  
**ADDRESS:** Generally located west of 54th St W, east of 58th St West and south of Rimrock Road  
**CURRENT ZONING:** Large Lot Suburban Neighborhood (N4)  
**EXISTING LAND USE:** Agriculture and residence (one)  
**PROPOSED USE:** New Mixed Residential Neighborhood  
**SIZE OF PARCEL:** 53.452 acres

**CONCURRENT APPLICATIONS:**

Petition for Annexation 21-10

**SURROUNDING ZONING AND LAND USE:**

**NORTH:** Zoning: Large Lot Suburban Neighborhood (N4)  
Land Use: County residences on large lots (Sweetgrass Creek Drive)  
**SOUTH:** Zoning: N4 and Public 1 - Open Space and Parks (P1)  
Land Use: Vacant land and Cottonwood Park  
**EAST:** Zoning: Public 2 - Civic and Institutions (P2) and N4  
Land Use: Church and vacant residential land  
**WEST:** Zoning: Rural Residential 1 (RR1)  
Land Use: County residences on lots of 1 to 3 acres

**STAKEHOLDERS**

The applicant and agent conducted a pre-application neighborhood meeting on July 21, 2021 and 12 surrounding owners attended. The meeting was held in a virtual format. The surrounding owners asked questions about the

proposed improvements to Sweetgrass Creek Drive, connections to the city water and sewer for existing homes, and the type of proposed development. Owners were concerned that large apartments with parking garages would be built. Neighbors had concerns about de-watering when the water and sewer lines were installed. The applicant and agent answered these questions. A summary of the meeting is included as an attachment.

As part of the PND zone change process, the applicant is also required to hold a pre-application Concept Review meeting with city staff to address any concerns with the street layout, zone districts, access, parks, utilities and similar infrastructure provisions. Staff was generally supportive of the proposed street layout and distribution of the zone districts.

Two letters (emails) of comment were received by the Zoning Commission just prior to the public hearing on September 7th. Those letters of comment are included as attachments to this report.

The Zoning Commission conducted a public hearing on September 7th and received the staff report, and testimony from the applicant and agent. Testimony was also received from Lorna Clark, who is a part owner of the property south and east of the subject property on the east side of 54th Street West. Mrs. Clark expressed concern for the value of her property as it is on the market for sale right now. She also expressed concern with ditch water and groundwater levels after the development is built. The final concern was the level of traffic to be added to 54th St West, a two-lane arterial street providing a major north/south connection between Rimrock Road and Grand Avenue. Mr. Wells, the applicant, provided comments on the concerns of Mrs. Clark. He stated it has been his experience of over 30 years, that new development always results in increased property values for surrounding properties whether those properties were urban or rural. He stated the groundwater on his property has been studied and ranges from just 18 inches below grade to 12 feet below grade. He state the High Ditch that borders the property on the south will not be effected by the development and all stormwater from the project will be managed and retained as required by the city. Mr. Wells stated a traffic study is underway to assess the impact of the new development on surrounding streets and intersections. He stated he would be providing any required improvements as a result of this traffic reports by either putting those improvements in place or paying cash to the city to make those improvements in the future.

Commission member Dan Brooks made a motion to recommend approval and adoption of the findings of the ten criteria for Zone Change 998. The motion was seconded by Commission member Trina White. The motion was approved on a 4 to 0 vote.

The City Council conducted a public hearing on first reading of the zone change on September 27 and received the Zoning Commission recommendation and testimony from the applicant and agent. There was no public testimony. The City Council approved this item on first reading.

## **ALTERNATIVES**

The City Council may:

- Adopt the Zoning Commission's recommendation of approval and adopt of the findings of the ten review criteria for Zone Change 998; or,
- Deny the zone change and adopt different findings of the ten review criteria for Zone Change 998; or,
- Delay action on the zone change request for up to 30 days; or,
- Allow the applicant to withdraw the zone change request.

## **FISCAL EFFECTS**

Approval or denial of the proposed zone change will not have an effect on the Planning Division budget.

## **SUMMARY**

Before making a decision on the request, the City Council shall consider the Zoning Commission's recommended findings of the ten review criteria for Zone Change 998:

1) Is the new zoning designed in accordance with the Growth Policy?

The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy and the West Billings Neighborhood Plan (2001):

The West Billings Neighborhood Plan goals and objectives stated the need to locate compatible uses and offer a range of housing choices and development densities. The West Billings Plan adopted a number of Goals, Policies, and Implementation Strategies. The proposed MR-PND for Sweetgrass Creek is consistent with the following adopted Policies of Planned Growth Goal 1: Establish Development Patterns that Use Land More Efficiently

Policy R "Encourage innovative land-use planning techniques to be used in building higher density and mixed-use developments as well as infill developments."

The proposed MR-PND is compatible with goals of the West Billings Neighborhood Plan. The proposed zone change and street layout will accommodate uses that are compatible in a mixed-residential environment. The proposed development will also have good access to outdoor activities and is in proximity to a proposed regional park - Cottonwood Park. 54th St West is an arterial street and neighborhood services are beginning to develop at the intersection of 54th St W and Grand Avenue.

The proposed amendment is also in line with the adopted 2016 Growth Policy goals for:

**Strong Neighborhoods:**

- Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels
- Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, goodwill and social interaction
- Safe and livable neighborhoods can be achieved through subdivision design that focuses on complete streets, pedestrian-scale street lights, street trees and walkable access to public spaces
- Neighborhoods that are safe and attractive and provide essential services are much desired Implementation of the Infill Policy is important to encourage development of underutilized properties

**Home Base:**

- A mix of housing types that meet the needs of a diverse population is important
- The Housing Needs Assessment is an important tool to ensure Billings recognizes and meets the demands of future development
- Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe
- Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings
- Public safety and emergency service response are critical to the well-being of Billings' residents
- Homes that are safe and sound support a healthy community

The proposed layout for the Sweetgrass Creek will allow the higher density housing - the NX1 - in the south and west portion of the 53-acre site. The NX1 zone allows 1-4 family dwellings and these can develop on fee simple lots or on larger lots in a common area arrangement or unit ownership. A majority of the neighborhood will be zoned for single family or two-family dwellings (N1 & N2). Three park areas are shown that range from about 1/2-acre up to about 3/4-acre. These areas as shown meet the minimum requirements for the PND zone process.

2) Is the new zoning designed to secure from fire and other dangers?

The zoning requires minimum setbacks, open and landscaped areas and building separations. The zoning assembly and street layout is designed to secure the development from fire and other dangers. The Planning staff may recommend minor adjustments of the street layout during the subdivision review process to allow connectivity to the owner's additional parcel to the south.

3) Whether the new zoning will promote public health, public safety and general welfare?

Public health and public safety will be promoted by the proposed change. Approval of the overall zoning plan and street layout will provide certainty both for the property owner and the surrounding owners. Annexation and provision of public health and safety services from the city will promote the general welfare of the area.

4) Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?

Transportation: The applicant has started the process of developing a traffic impact study and will coordinate with the city Engineering Division to ensure access to and from the entire development will be safe and adequate traffic controls and management are in place. A multi-use path has already been constructed along 54th St West, but additional street improvements will be necessary on 54th St W, 58th St W and Sweetgrass Creek Drive. As each area of the new neighborhood is developed, a review of the original traffic plan will ensure the required mitigation is still relevant or in need of updating.

Water and Sewer: The City will provide water and sewer to the property. There will be no additional impacts to the system from the proposed changes.

Schools and Parks: Schools and parks may be effected by the proposed zone change and development of a new city neighborhood. SD #2 did not provide any comments.

Fire and Police: The subject property will be served by city public safety services. The Police and Fire Departments had no concerns with the zone change.

5) Will the new zoning provide adequate light and air?

The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air.

6) Will the new zoning effect motorized and non-motorized transportation?

Non-motorized travel -- walking and biking -- is an essential part of the circulation plan both within the proposed development and connecting to adjacent areas including the multi-use trail on 54th St W and to the nearby parks, schools and shopping areas. Pedestrian connections will be ensured through the development. Traffic counts on 54th St West are well below the expected volume on a principal arterial street. Current volume is about 3,500 to 4,500 vehicles per day while an arterial street can handle 4 to 5 times this volume on a regular basis. A recent traffic count on 58th St West shows only 360 vehicles per day on average. 58th St West is a gravel-built county dedicated right of way. Sweetgrass Creek Drive is also a gravel built county dedicated right of way. Both of these adjacent street will require city-level improvements as part of the development.

7) Will the new zoning will promote compatible urban growth?

The proposed increase in the overall development density is compatible with urban growth and the provision of city level services to the new residents. The proposed zone district boundaries are consistent with the urban growth in this area and will be compatible with the surrounding neighborhoods.

8) Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?

The proposed zoning does consider the character of the district and the suitability of the property for the proposed use. This area west of 54th St West is an area undergoing rapid urban development and growth. Demand for a wide range of housing choices is suitable for this area.

9) Will the new zoning conserve the value of buildings?

The property is an agricultural parcel. There is a barn structure on Sweetgrass Creek Drive (5600 Sweetgrass Creek Drive). There should be no effect on the value of this structure from the proposed zoning. It can continue to be used for agricultural purposes until it is demolished or removed from the property. Approval of the zone change will provide predictability to surrounding landowners and may help to maintain property values of adjacent buildings.

10) Will the new zoning encourage the most appropriate use of land throughout the City of Billings?

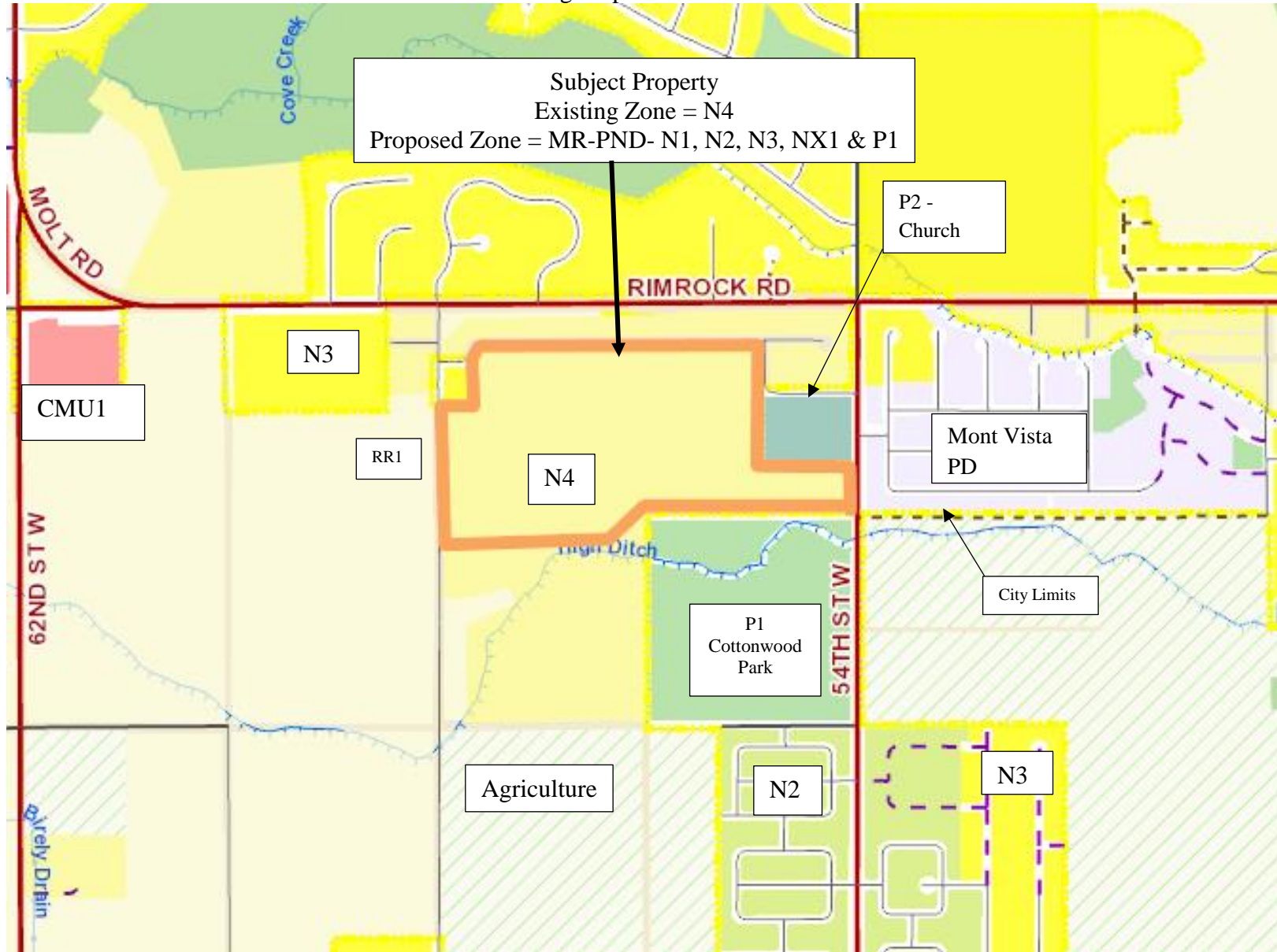
The proposed MR-PND will encourage the most appropriate use of this land in Billings.

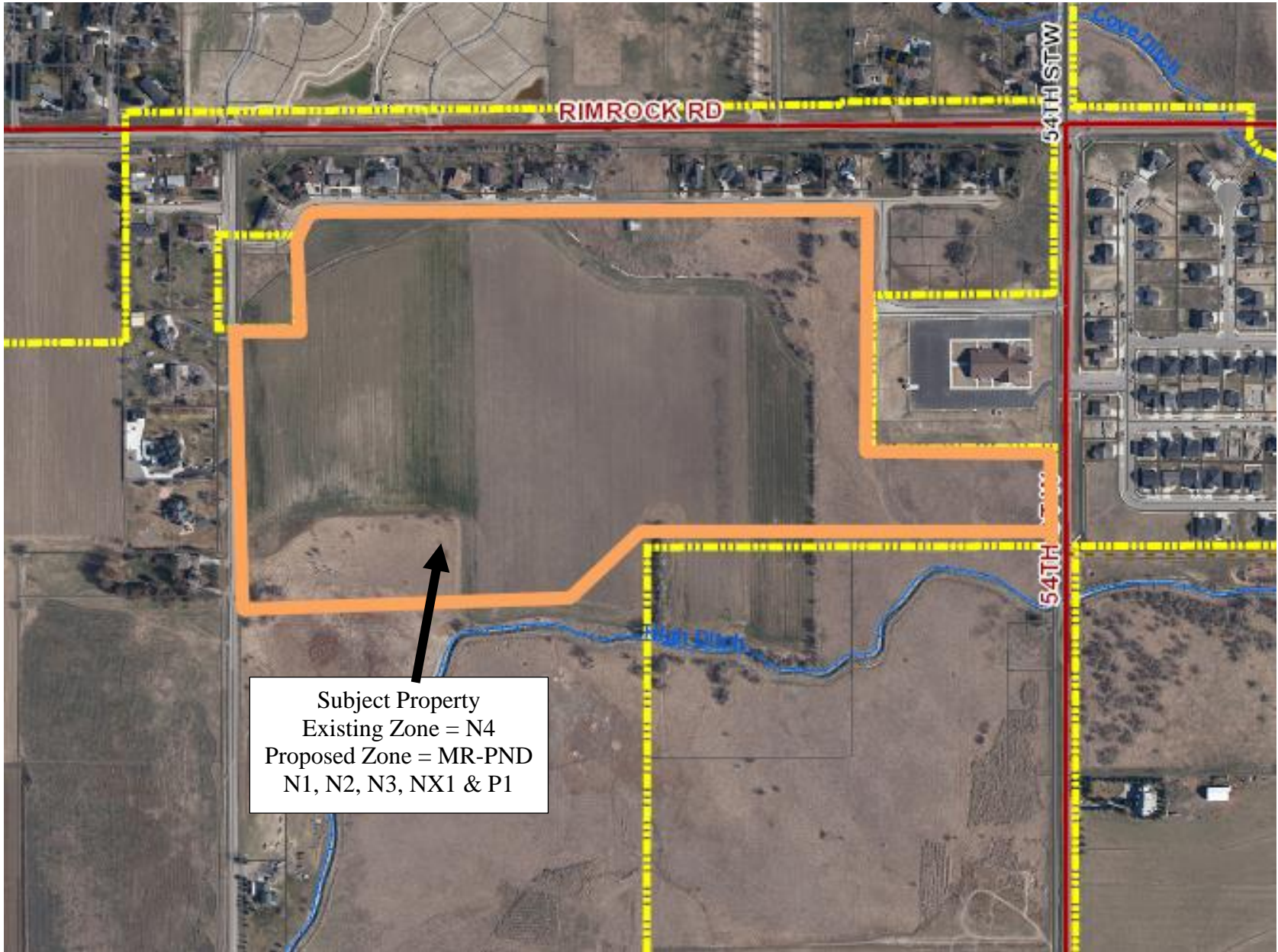
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### Attachments

Zoning Map and Site Photos  
Proposed Zoning Exhibit  
Zoning History Chart  
Applicant Letter  
Preapplication Meeting Notes  
Public Comments on ZC 998  
Ordinance ZC 998

City Zone Change 998 – Sweetgrass Creek – Mixed Residential-PND  
Zoning Map and Site Photos





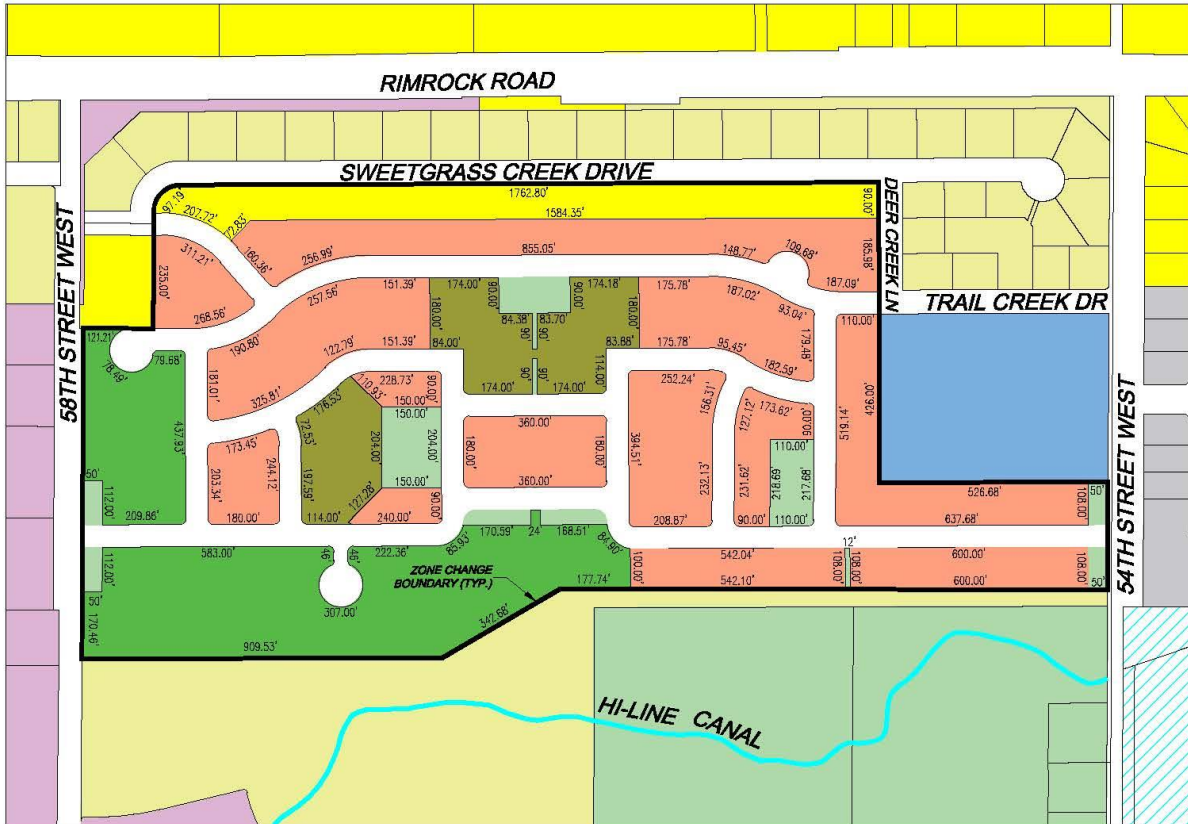
Subject Property  
Existing Zone = N4  
Proposed Zone = MR-PND  
N1, N2, N3, NX1 & P1

# SWEETGRASS PROPOSED ZONING MAP

LOT 1 OF R.L. SUBDIVISION LOCATED WITHIN YELLOWSTONE MEADOWS PHASE 3, BLOCK 7  
 AMENDED PLANTING AREA SITUATED IN THE N ½ OF THE NE ¼ OF SECTION 31, T01 N,  
 R25 E, P.M.M.,  
 YELLOWSTONE COUNTY, MT

PROPOSED ANNEXATION / ZONING MODIFICATION AREA = 53.452 ACRES

PREPARED FOR: REGAL LAND DEVELOPMENT, INC.  
 PREPARED BY: IN SITE ENGINEERING, P.C.



### ZONING LEGEND

- N1: FIRST NEIGHBORHOOD RESIDENTIAL
- N2: MID-CENTURY NEIGHBORHOOD RESIDENTIAL
- N3: SUBURBAN NEIGHBORHOOD RESIDENTIAL
- N4: LARGE LOT SUBURBAN NEIGHBORHOOD
- NX1: MIXED RESIDENTIAL 1
- P1: OPEN SPACE, PARKS, RECREATION
- P2: PUBLIC - CIVIC & INSTITUTIONAL
- RR3: RURAL RESIDENTIAL
- PD: PLANNED DEVELOPMENT
- A - AGRICULTURE

### TABULATIONS

|                   |                   |
|-------------------|-------------------|
| GROSS AREA:       | 53.452 AC         |
| (ANNEXATION AREA) |                   |
| STREETS:          | 12.988 AC         |
| NET AREA          | 40.464 AC         |
| N1                | 2.929 AC (7.2%)   |
| N2                | 20.836 AC (51.5%) |
| N3                | 3.793 AC (9.4%)   |
| NX1               | 10.367 AC (25.6%) |
| P1                | 2.539 AC (6.3%)   |



SCALE 1"=400'



Subject Property from 54<sup>th</sup> St West intersection



View south and west from 54<sup>th</sup> St W



View north along 54<sup>th</sup> St W



View south and east across 54<sup>th</sup> St West



View south along 54<sup>th</sup> St W



View north on 54<sup>th</sup> St W



View north and east across 54<sup>th</sup> St W

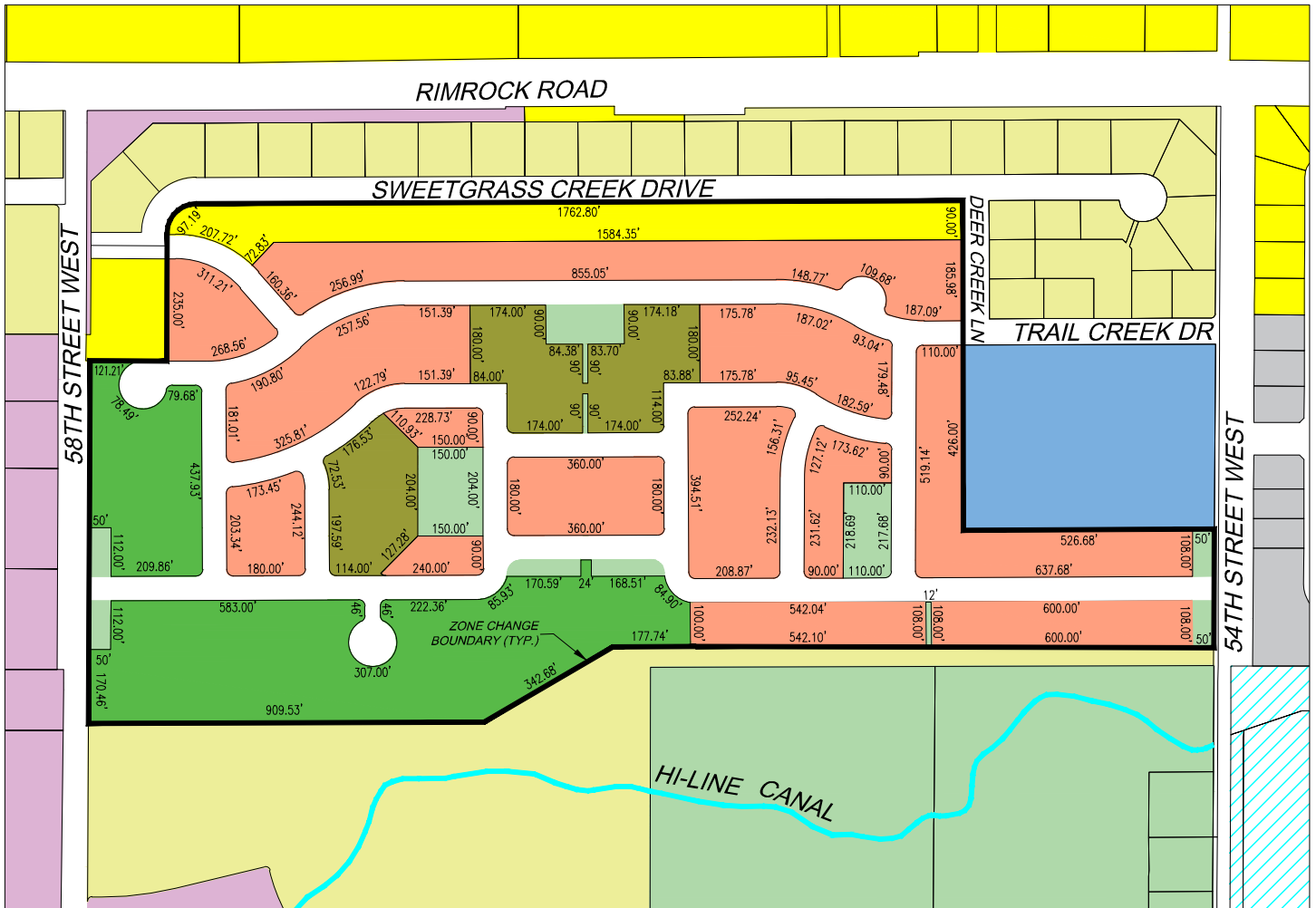
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 R25 E, P.M.M.,  
 YELLOWSTONE COUNTY, MT

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PREPARED FOR: REGAL LAND DEVELOPMENT, INC.

PREPARED BY: IN SITE ENGINEERING, P.C.

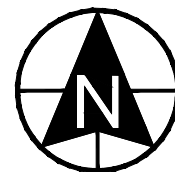


**ZONING LEGEND**

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SCALE 1"=400'

| <b>SUBJECT PROPERTY</b>             | <b>Application</b>   | <b>DATE</b> | <b>FOR</b>                | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>                               |
|-------------------------------------|----------------------|-------------|---------------------------|-----------------------|------------------------------------------------------|
|                                     | None                 |             |                           |                       | Previous zone = R-96 &<br>R-150<br>Updated zone = N4 |
| <b>SURROUNDING PROPERTY</b>         | <b>Application</b>   | <b>DATE</b> | <b>FOR</b>                | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>                               |
| 5640 Grand Ave                      | City ZC 942          | 1/13/16     | A-1 to Public             | Y                     | For a New School                                     |
| CS 3618                             | City SR 941          | 5/9/16      | Church                    | Y                     | LDS Meeting House                                    |
| Sunny Cove FF Lots 101 &<br>124     | City ZC 729          | 5/10/04     | A-1 to R-96 & R70         | Y                     |                                                      |
| Sunny Cove FF Lot 65A               | City ZC 734          | 7/12/04     | A1 to R-70                | Y                     |                                                      |
| CS 1323 Tr 1&2 & CS 1815<br>Tract 1 | City ZC 803          | 5/14/07     | A-1 to R-150              | Y                     | For Cottonwood Park                                  |
| Cottonwood Grove                    | City ZC 734<br>Annex | 2/28/05     | A-1 to R-70               | Y                     |                                                      |
| Mont Vista Sub                      | City ZC 851          | 7/13/09     | PD                        | Y                     |                                                      |
| MK Sub                              | City ZC 925          | 9/22/2014   | NC to CC                  | Y                     | The Den                                              |
| Daybreak Sub                        | City ZC 920          | 5/26/2014   | A-1 to R-60               | Y                     |                                                      |
| Grand Peaks Sub                     | City ZC 938          | 8/24/2015   | R-96 to R-70              | Y                     |                                                      |
| Silver Creek Estates                | City ZC 940          | 11/23/2015  | R-96 to R-70              | Y                     |                                                      |
| Copper Ridge                        | City ZC 960          | 8/28/2017   | Un-zoned to R-70 and R-50 | Y                     |                                                      |
| Coal Creek Sub                      | City ZC 961          | 1/8/2018    | RP to CC                  | Y                     |                                                      |
| Hawk Creek                          | City ZC 971          | 12/17/2018  | NC to PD-NC               | Y                     | Diamond X Brewing                                    |

## Explanation of Proposed Zone Change's Consistency with Billings Growth Policy, Zone Change Criteria, and Compatibility with Existing or Planned Developments in the Area

The proposed zoning of this application is consistent with the primary goals and objectives of the Billings Growth Policy Statement and Growth Guidelines because it promotes orderly growth, is consistent with adjacent land uses, and is immediately adjacent to the City's existing boundary and infrastructure. This zone change will provide a mixture of housing types that will provide a variety of options for a diverse range of ages and incomes. This proposed zone change enables the development of an attractive, livable community. Water and sewer utilities are immediately adjacent to this land and can very efficiently be extended to serve the needs of domestic water usage, wastewater, and adequate fire protection. It is an area for which these utilities were master-planned, and it is conducive to an efficient use of the land and resources. Storm water can also be handled with a proposed storm drain and detention system that can be accommodated on the Applicant's land north of the High Ditch. The City Engineering department has even expressed interest in working with the applicant toward creating a regional detention facility. The land is less than a mile away from the fire station on 54<sup>th</sup> Street West, so emergency services are readily available with fast response times. It is within School District 2 (Boulder Elementary, Ben Steele Middle School, and West High School) which has planned for growth.

This zone change will provide for a new development that is connected to and compatible with existing area neighborhoods. It will provide new streets for safe and effective traffic circulation, not only for cars, buses, and emergency vehicles, but also for pedestrians and other non-motorized traffic with interconnected sidewalks and trails that will incorporate well with the existing trail on 54<sup>th</sup> Street West and the future Cottonwood Park. It will provide parklets, nodes, and trails within the neighborhood to encourage walking and exercise and provide improved open space.

The construction of the infrastructure and houses will bolster the local economy by providing engineering, architectural, landscaping, and construction jobs. The neighborhood will attract individuals and families who are a part of the local work force and enhance the socio-economic fabric and stability to the community. The new homes will also increase the City's tax base and would be expected to conserve and enhance the value of adjacent properties.

**Pre-Application Statement of Owner(s) or Agent(s)**

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed zone change application packet, including any required fees, for a zone change to be processed by the Planning Division.

1. **Present Zoning:** N-4 Large Lot Suburban Neighborhood
2. **Written description of the Zone Change Plan** including existing and proposed new zoning:  
Plan is to change 53.452 Acres from N4 to N1, N2, N3, NX1, & P1. (see attached map)
3. **Subject Property Map:** please attach to this form see attached
4. **Legal Description of Property:**  
R.L. Subdivision Lot 1, being 53.452 Acres within the Amended Block 7 Planting Area, Yellowstone Meadows Ph. 3 in the N $\frac{1}{2}$  NE $\frac{1}{4}$ , S. 31, T. 1N, R. 25E
5. **Neighborhood Task Force Area**  Yes // No . If Yes. Name of Task Force and mailing address of Chairperson:  
West End Neighborhood Task Force, Howard Holz, Chairman, 1120 Black Berry Way, Billings, MT 59106
6. **Roster of persons who attended the pre-application neighborhood meeting:** please attach to this form see attached
7. **A copy of the meeting notice.** please attach to this form see attached
8. **A brief synopsis of the meeting results including any written minutes or audio recording.** please attach to this form
9. **The undersigned affirm the following:**
  - 1) The pre-application neighborhood meeting was held on the 21<sup>st</sup> day of July, 2021.
  - 2) The zone change application is based on materials presented at the meeting.

**Owner (s):** Regal Land Development, Inc. Telephone: 672-3390

Address: 5847 Whisperingwoods Dr Email: dan@wellsbuilt.com  
Billings, MT 59106

**Agent (s):** In Site Engineering Telephone: 591-4355

Address: 5948 Ironwood Dr Email: siteproscott@gmail.com  
Billings, MT 59106

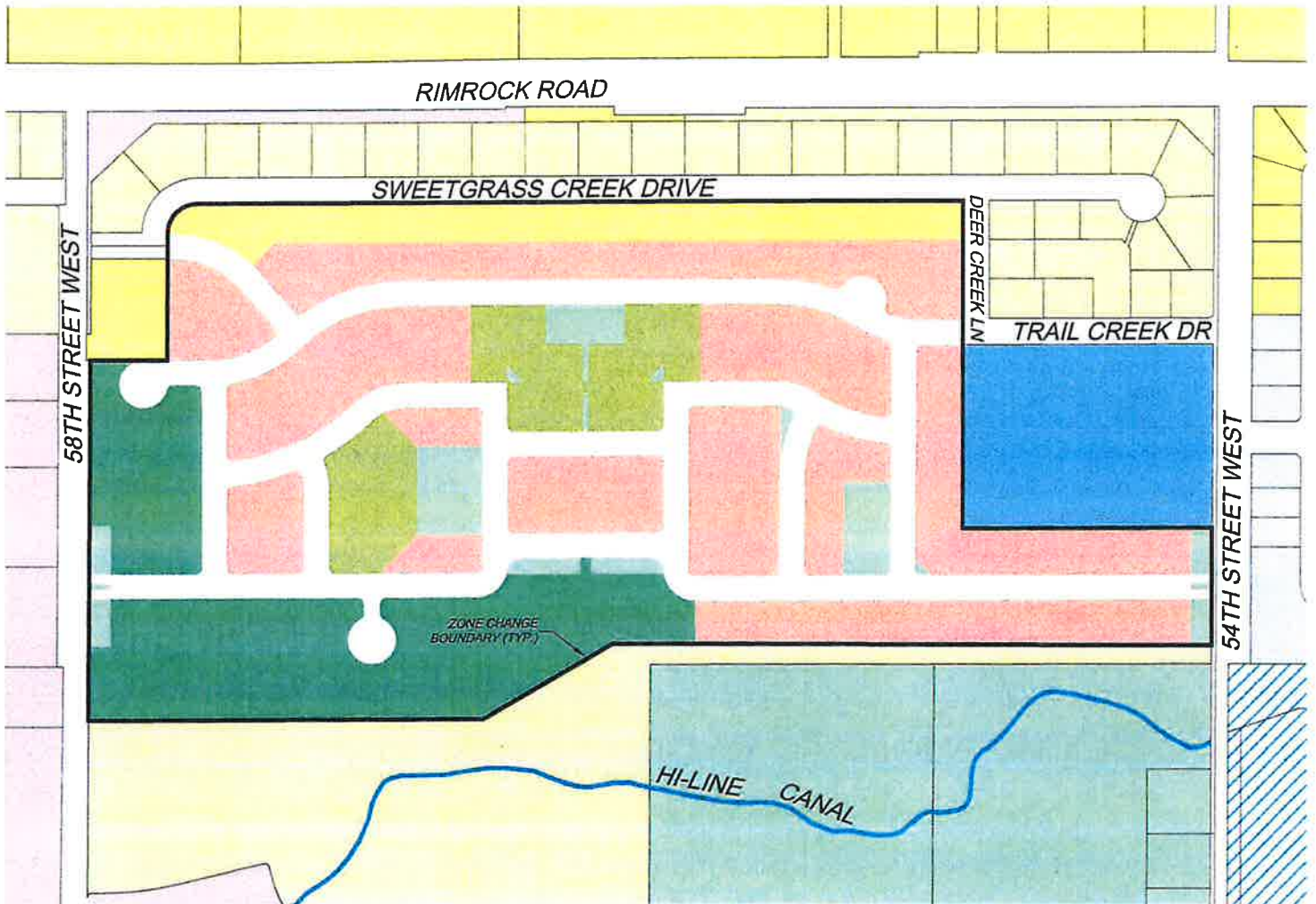
# SWEETGRASS PROPOSED ZONING MAP

LOCATED WITHIN YELLOWSTONE MEADOWS PHASE 3, BLOCK 7 AMENDED PLANTING AREA  
 SITUATED IN THE N ½ OF THE NE ¼ OF SECTION 31, T01 N, R25 E, P.M.M.,  
 YELLOWSTONE COUNTY, MT

PROPOSED ZONING MODIFICATION AREA = 53.452 ACRES

PREPARED FOR: REGAL LAND DEVELOPMENT, INC.

PREPARED BY: IN SITE ENGINEERING, P.C.



## ZONING LEGEND

-  N1: FIRST NEIGHBORHOOD RESIDENTIAL
-  N2: MID-CENTURY NEIGHBORHOOD RESIDENTIAL
-  N3: SUBURBAN NEIGHBORHOOD RESIDENTIAL
-  N4: LARGE LOT SUBURBAN NEIGHBORHOOD
-  NX1: MIXED RESIDENTIAL 1
-  P1: OPEN SPACE, PARKS, RECREATION
-  P2: PUBLIC - CIVIC & INSTITUTIONAL
-  RR3: RURAL RESIDENTIAL
-  PD: PLANNED DEVELOPMENT
-  A - AGRICULTURE



SCALE 1"=400'

# Neighborhood Meeting for Proposed Zone Change 53.452 Acres off Rimrock Road between 54th Street West and 58th Street West

Associated with the Sweetgrass Development  
Meeting held Wednesday, July 21, 2021 at 6:00 PM via Zoom

Attendees:

| Name                    | Address                   |
|-------------------------|---------------------------|
| Gina Ballard            | 5806 Mared St.            |
| Duane & Joesie Hankel   | 5547 Sweetgrass Dr.       |
| David Overturf          | 5801 Foxtail Ln.          |
| Tammy Cosgrove          | 2508 58th Street West     |
| Monti and Mary Bonawitz | 5515 Sweetgrass Creek Dr. |
| Steve Wilson            | 5735 Sweetgrass Creek Dr. |
| Jason Ewell             | 5537 Sweetgrass Creek Dr. |
| Tammy Cosgrove          | 2508 58th Street West     |
| John & Laura Kelly      | PO Box 166                |

# Neighborhood Meeting for Proposed Zone Change 53.452 Acres off Rimrock Road between 54th Street West and 58th Street West

7/21/2021

## Meeting Minutes:

---

Dan Wells with Regal Land Development and Scott Worthington with In Site Engineering presented the proposed zone change with the map to show which areas are being requested for each district. Scott gave a brief description of each proposed zone district. Property owners had questions about what would be done to Sweetgrass Creek Drive. Dan said water and sewer would be put in and that road would be paved. If anyone desires to connect to the water or sewer that lives on the north side of Sweetgrass Creek Drive, they could pay to do so. They had questions about cost. When the improvements are installed, the contractor can provide cost estimates. Dan also stated that they would not be required to connect if they didn't want to, but also said that if their drainfields failed after the sewer main is installed, the DEQ would require them to connect to the City sewer. Someone asked if there would be apartments and parking garages, Dan replied that none would be proposed, but that the development would consist primarily of single family homes with a mix of twin homes and 3 and 4 plexes. Concerns were raised about traffic impacts and Mr. Wells said that a traffic impact study would be conducted during the subdivision process, which will be reviewed by the City Engineering Department. Concerns were raised about dewatering and associated potential impacts to adjacent structures. Dan said a dewatering plan would be prepared by a hydrogeologist to avoid such. Also, since no basements are being proposed, the water level would not have to drop much to install infrastructure, thus the radius of influence of the drawdown in the pumping wells would not project outward very far. When asked about schedule, Dan said construction would likely begin in a year at the earliest and proceed over about 5-7 years until buildout, which is typical of most residential developments in Billings.

Residents expressed concern about dust during hauling operations, and Dan said a water truck would be available to provide dust control. Someone asked about speed bumps in Sweetgrass Creek Dr, which is up to the City Engineering Department. Someone was concerned that the pavement at 58th St. W. and Rimrock is already degrading. They have contacted Engineering, which is the appropriate channel.

Scott reported that there would be a public hearing with the Zoning Commission Sept. 7 and with the City Council Sept. 27. Dan provided his cell phone number and email address so that anyone with any further questions or concerns could contact him. The neighborhood meeting was adjourned.

**From:** Karen Freeman <[kafreeman2017@gmail.com](mailto:kafreeman2017@gmail.com)>

**Sent:** Thursday, September 2, 2021 11:32 AM

**To:** Bartley, Robbin <[bartleyr@billingsmt.gov](mailto:bartleyr@billingsmt.gov)>

**Subject:** [EXTERNAL] Zoning commission re: Sweetgrass Proposed Zoning

Dear Zoning Commission,

I am writing this letter on behalf of the Clark family, who currently have 20 acres for sale directly across the street on 54<sup>th</sup>.

They would like to oppose the zone change. They feel the zone change will adversely affect their property for sale and devalue it.

They feel the added traffic to 54<sup>th</sup> will make their land difficult to sell with the street access for this development almost directly across the street from theirs.

Submitted on behalf of the Clark family,

Karen Freeman

Century 21

Sent from [Mail](#) for Windows

**COMMENTS TO BILLING METROPOLITAN  
PLANNING ORGANIZATION**, 2825 3RD AVE. NORTH, BILLINGS  
MT 59101' 4TH FLOOR , P 406.247.8676, (NOTE I HAVE A THIRD PART  
INTEREST) IN THE PROPERTY AT (2447 54TH ST W),  
SOUTH WEST PART OF THE NOTIFICATION AREA.

IT IS REQUESTED THAT THESE COMMENTS BECOME PART OF THE RECORD  
FOR THE PUBLIC HEARING OF: 7 SEPTEMBER 2021, IN ACCORDANCE WITH  
REFERENCED LETTER BELOW.

REFERENCE (A) BILLINGS PLANNING & COMMUNITY SERVICE LETTER,  
DATED 13 AUGUST 2021 , CITY ZONE CHANGE 998, PROJECT NUMBER PZX-21-  
00205  
ZONE CHANGE FROM (N4) TO A MIXED RESIDENTIAL PLANNED  
NEIGHBORHOOD DEVELOPMENT (MR-PND)

**NX1 MIXED RESIDENTIAL 1**

**NX1 DISTRICT IS INTENDED TO CONTINUE THE CHARACTER OF THE FIRST  
NEIGHBORHOODS WITH SINGLE FAMILY,  
TWO FAMILY**

**AND SMALL SCALE MULTIPLE FAMILY HOMES WITH 3- 4 UNITS.**

**MULTIPLE FAMILY HOMES ARE INTENDED TO MATCH THE SCALE OF THE  
NEIGHBORHOOD SINGLE FAMILY HOMES WITH CHARACTERISTICS SUCH AS:  
BUILDING WIDTH, PARKING AND GARAGES LOCATION, ROOF DESIGN, AND  
DOORS AND WINDOWS ON THE FRONT FACADES.**

**HOW MANY PARKING SPACES PER UNIT? DOES GARAGE LOCATION MEAN  
WITH GARAGES OR WHAT?**

**WHAT IS ON THE BACK FACADES?**

**NX2 DISTRICT IS INTENDED FOR SMALL AND MID SCALE MULTIPLE FAMILY  
HOMES WITH 3 TO 8 UNITS, IN SMALL NEIGHBORHOOD NODES. THE  
BUILDINGS ARE ORIENTED TO THE STREETS IN BLOCKS THAT MAY BE  
WALKED, WITH DOOR AND WINDOWS ON THE FRONT FACADES AND PARKING  
/GARAGES LOCATED BEHIND THE BUILDINGS.**

**CRITERIA (3), (4)**

**HOW MANY STORIES? HOW MANY BEDROOMS, HOW MANY PEOPLE CAN  
COMFORTABLE LIVE IN EACH? HOW MANY PARKING SPACES PER UNIT,  
HOW MANY GARAGE PER LOCATION?**

**THE SAME QUESTIONS FOR N3**

**HOW MANY PEOPLE WILL ULTIMATELY BE THERE? HOW LONG WILL I HAVE TO WAIT AT TRAFFIC LIGHTS AT TRAIL CREEK DRIVE , AND SWEET GRASS CREEK DRIVE ON A TYPICAL MORNING AROUND 8 AM?**

**WHAT IS THE EXPECTED IMPACT TO SCHOOLS? AND SCHOOL TAXES?  
CRITERIA (4)**

**WHAT IS THE EXPECTED IMPACTED TO WATER SEWAGE TAXES?  
CRITERIA (4)**

**WILL THERE BE STREET LIGHTING?  
CRITERIA (3)**

**NX3: MIXED RESIDENTIAL 3  
INTENDED FOR LARGE SCALE MULTIPLE FAMILY HOMES IN LARGER  
NEIGHBORHOOD NODES.  
MAY INCLUDE LARGER APARTMENT BUILDINGS WITH MORE THAN 8 UNITS  
PER STRUCTURE.**

**HOW MANY PEOPLE WILL ULTIMATELY BE THERE? CRITERIA (3), (10)**

**PARKING / GARAGES LOCATED BEHIND BUILDINGS,  
THIS SOUND LIKE A PARKING LOT? WITH NO GARAGES CRITERIA (3),**

**CENTRAL GATHERING SPACES,  
WILL THEY BE LIGHTED? HIGH-DENSITY LIVING AREAS ARE A BREEDING  
GROUND FOR TROUBLE, MISCHIEF, FIGHTS, STEELING, KILLINGS, DRUGS...  
HOW WILL THESE POSSIBILITIES BE PREVENTED?**

**DOES THIS MEAN THAT THERE WILL BE NO PARKING ON THE MAIN STREETS.  
CRITERIA (3)**

**RMH RESIDENTIAL MANUFACTURED HOME PROVIDE STABLE ENVIRONMENTS  
FOR INDIVIDUAL MANUFACTURED HOMES, MANUFACTURED HOME PARKS,  
AND COMPATIBLE ACCESSORY USE.**

**THIS IS NOT ACCEPTABLE IN A WEST BILLINGS RESIDENTIAL DEVELOPMENT.  
IT WILL DEVALUE THE DEVELOPMENT PROPERTY AS WELL AS THE  
SURROUNDING PROPERTY. CRITERIA (9), (10)**

**I WOULD THINK THAT THE ANSWERS TO THE QUESTIONS ABOVE SHOULD BE  
ANSWERED AND AGREED TO PRIOR TO ANY APPROVAL. THIS MEANS  
DISAPPROVE TILL THEN.**

**I PRAY THAT THIS WILL BE A QUIET CHRISTIAN NEIGHBORHOOD IN LINE WITH  
THE MORALS AND TRADITIONS OF THE CHURCH YOU ARE SURROUNDING.**

**KEITH C. CLARK  
187 CR 3363  
PARADISE, TX 76073 / 2447 54 ST W, BILLINGS, MT  
(1) 817-713-3455**

ORDINANCE 21-\_\_\_\_\_

**AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THE ZONE CLASSIFICATION ON R.L.  
Subdivision, Lot 1, a 53.452 acre parcel within the  
amended Block 7 Planting Area, Yellowstone Meadows  
Phase 3, BE AMENDED**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:**

**Section 1. RECITALS.** *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

**Section 2. DESCRIPTION.** **R.L. Subdivision, Lot 1, a 53.452 acre parcel within the amended Block 7 Planting Area, Yellowstone Meadows Phase 3** is presently zoned **Large Lot Suburban Neighborhood Residential (N4)** and is shown on the official zoning map within these zones.

**Section 3. PLANNED NEIGHBORHOOD DEVELOPMENT.** The owners have proposed to master plan a new mixed residential Planned Neighborhood Development (PND) to be annexed to the City of Billings. The development and review of the PND is in accordance with BMCC 27-800. This ordinance references the zoning master plan for the PND, that shows five zone districts including **Suburban Neighborhood Residential (N3), Mid-Century Neighborhood (N2), First Neighborhood (N1), Mixed Residential 1 (NX1) and Public 1, Parks and Recreation (P1).**

**Section 4. ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for **R.L. Subdivision, Lot 1, a 53.452 acre parcel within the amended Block 7 Planting Area, Yellowstone Meadows Phase 3,** is hereby changed from **Large Lot Suburban Neighborhood Residential (N4)** to, **Suburban Neighborhood Residential (N3), Mid-Century Neighborhood (N2), First Neighborhood (N1), Mixed Residential 1 (NX1) and Public 1, Parks and Recreation (P1)** as shown on the attached **Planned Neighborhood Development exhibit,** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Suburban Neighborhood Residential (N3), Mid-Century Neighborhood (N2), First Neighborhood**

**(N1), Mixed Residential 1 (NX1) and Public 1, Parks and Recreation (P1)**, as set out in the Billings, Montana City Code.

**Section 5. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

**Section 6. REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 7. SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 27<sup>th</sup> day of September, 2021.

PASSED, ADOPTED and APPROVED on second reading this 11<sup>th</sup> day of October, 2021.

CITY OF BILLINGS

BY: \_\_\_\_\_

William A. Cole, Mayor

Attest:

BY: \_\_\_\_\_

Denise R. Bohlman, City Clerk

Zone Change 998, Sweetgrass Creek Drive

Zone Change 998 – Exhibit

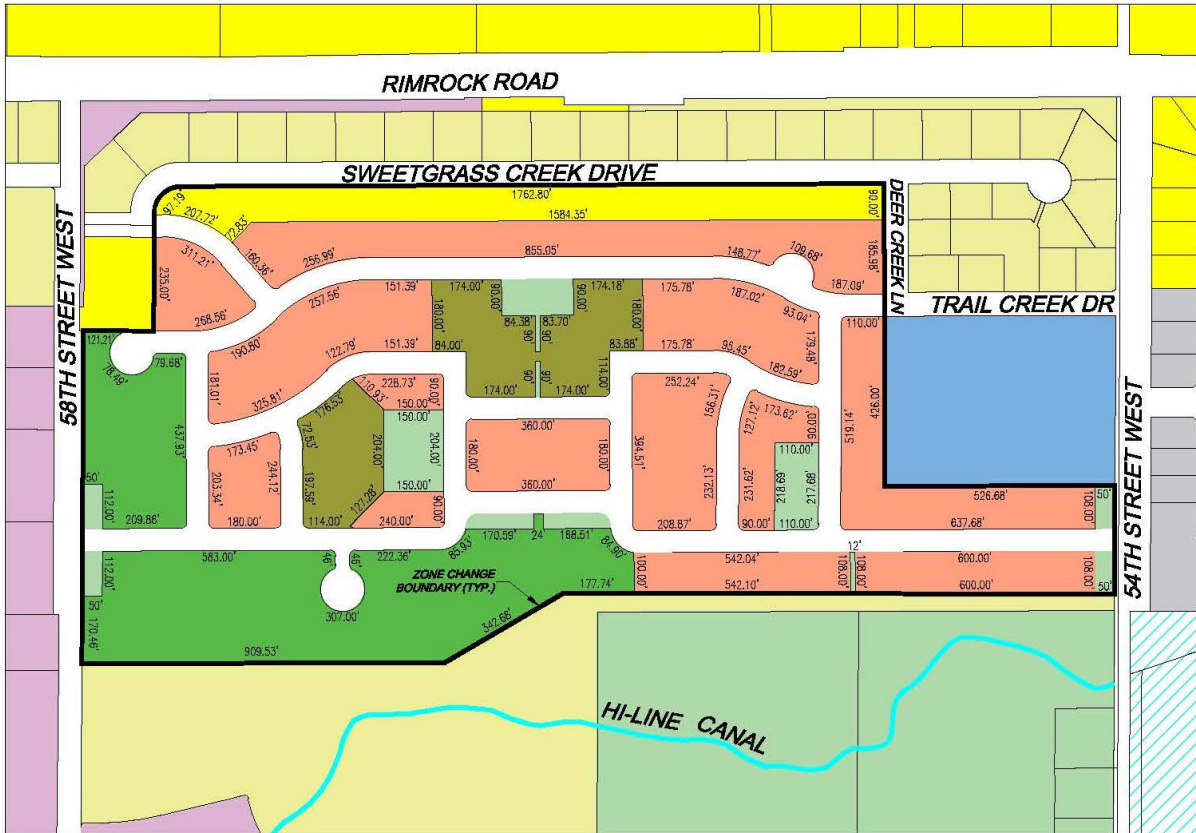
# SWEETGRASS PROPOSED ZONING MAP

LOT 1 OF R.L. SUBDIVISION LOCATED WITHIN YELLOWSTONE MEADOWS PHASE 3, BLOCK 7  
 AMENDED PLANTING AREA SITUATED IN THE N ½ OF THE NE ¼ OF SECTION 31, T01 N,  
 R25 E, P.M.M.,  
 YELLOWSTONE COUNTY, MT

PROPOSED ANNEXATION / ZONING MODIFICATION AREA = 53.452 ACRES

PREPARED FOR: REGAL LAND DEVELOPMENT, INC.

PREPARED BY: IN SITE ENGINEERING, P.C.

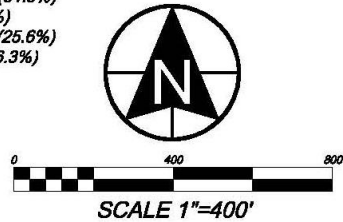


**ZONING LEGEND**

- N1: FIRST NEIGHBORHOOD RESIDENTIAL
- N2: MID-CENTURY NEIGHBORHOOD RESIDENTIAL
- N3: SUBURBAN NEIGHBORHOOD RESIDENTIAL
- N4: LARGE LOT SUBURBAN NEIGHBORHOOD
- NX1: MIXED RESIDENTIAL 1
- P1: OPEN SPACE, PARKS, RECREATION
- P2: PUBLIC - CIVIC & INSTITUTIONAL
- RR3: RURAL RESIDENTIAL
- PD: PLANNED DEVELOPMENT
- A - AGRICULTURE

**TABULATIONS**

|                   |                   |
|-------------------|-------------------|
| GROSS AREA:       | 53.452 AC         |
| (ANNEXATION AREA) |                   |
| STREETS:          | 12.988 AC         |
| NET AREA          | 40.464 AC         |
| N1                | 2.929 AC (7.2%)   |
| N2                | 20.836 AC (51.5%) |
| N3                | 3.793 (9.4%)      |
| NX1               | 10.367 AC (25.6%) |
| P1                | 2.539 AC (6.3%)   |



**City Council Regular**

**Date:** 10/11/2021  
**Title:** Purchase and Sale Agreement - Stillwater Building  
**Presented by:** Iverson Jessica  
**Department:** City Hall Administration  
**Presentation:** Yes

---

**RECOMMENDATION**

The Stillwater Negotiation Committee recommends approval of the purchase and sale agreement for the Stillwater Building for \$13,500,000.

**BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)**

In August 2019, the City of Billings issued a Request for Proposals (RFP) for law and justice/city hall facilities to accommodate the City's current and future facility needs. Several proposals were received and the RFP committee selected to investigate the Stillwater Building located at 316 N 26th Street based on the suitability of the building to meet the City's needs for the foreseeable future (50+ years). Once the Stillwater Building was selected, the city administrator created a negotiation committee that included council members, Boyett, Purinton, Joy, Shaw, Neese, as well as Iffland, Zoeller, Iverson and architect Randy Hafer.

The City entered into a negotiation and due diligence phase, ultimately resulting in negotiating a proposed buy-sell agreement for the City to purchase the entire building in its current state for \$17 Million. When adding the current purchase price and build-out costs we anticipated the project cost, at \$17 Million purchase price, would total between \$28 and \$30 Million over the next 3 years. Construction costs for a new mid-rise office building are estimated at \$325-375/sq ft based on 2020 statistics. A new building to meet the City's 20-year anticipated space needs would cost a total of \$39-\$45 Million.

The City of Billings hired a number of experts to inspect the Stillwater Building. Those experts provided their reports to the City. The Inspection Reports recommend repairs and replacements that total approximately \$7 million. The City has evaluated those recommendations and has determined, at a minimum, the cost of the repairs that would be required prior to occupancy totals \$3,541,500. By deferring the remainder of the recommended repairs, this would place the immediate cost of the building at more than \$20.5 million, at the \$17 Million purchase price. The Purchase and Sale Agreement for \$17 Million was subsequently terminated by City Council on August 23, 2021.

Negotiations continued after the termination of the Purchase and Sale agreement with WC Commercial at Mr. Joe Holden's request. Mr. Holden offered \$13,500,000 for the Stillwater Building. This offer was taken to the negotiation committee for further consideration. The committee recommended a counter offer of \$13,500,000 with some contingencies to be fixed or repaired which was rejected by WC Commercial. The other counter suggested was \$13,000,000 without the fixes and repairs. This offer was also rejected. WC Commercial indicated the offer of \$13,500,000 was the last, best and final offer. This offer was discussed with the negotiation committee, which recommended approval to the full City Council.

At the September 27, 2021 City Council Meeting, Council voted to table a decision on approval or disapproval of the purchase and sale agreement until the October 11, 2021 meeting due to a number of errors in the contract documents. Staff and legal council were instructed to correct the errors and bring the documents to the next work session on October 4, 2021 for further review by council.

Any questions that City Council has from the October 4th work session can be covered on the October 11th meeting.

**ALTERNATIVES**

City Council may:

- Approve entering into a Purchase and Sale Agreement with WC Commercial for the Stillwater Building with a purchase price of \$13,500,000;
- Not Approve entering into a Purchase and Sale Agreement with WC Commercial for the Stillwater Building with a purchase price of \$13,500,000; or,
- Provide staff with further direction

**FISCAL EFFECTS**

Anticipated cost to purchase and build ranges from \$28-\$30 million. Anticipated sources and uses of funds is provided for Council consideration:

**Sources**

|                                           |           |                   |
|-------------------------------------------|-----------|-------------------|
| Excess General Fund Reserve               | \$        | 20,350,560        |
| Departmental Build out Contribution (30%) |           | 3,439,363         |
| ARPA Funds for Public Safety Build out    |           | <u>5,810,077</u>  |
| <b>Total Estimated Sources</b>            | <b>\$</b> | <b>29,600,000</b> |

**Uses**

|                             |           |                   |
|-----------------------------|-----------|-------------------|
| Stillwater Purchase Price   | \$        | 13,500,000        |
| Infrastructure Upgrades     |           | 3,500,000         |
| Architecture Costs          |           | 1,200,000         |
| Estimated Build out         |           | 10,000,000        |
| Contingency @ 12.5%         |           | <u>1,400,000</u>  |
| <b>Total Estimated Uses</b> | <b>\$</b> | <b>29,600,000</b> |

---

**Attachments**

- Index
- PSA
- PSA Addendum
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F

# **Index**

## **1. PSA**

### **2. Exhibits to PSA**

Exhibit A – Legal Description

Exhibit B – Warranty Deed

Exhibit C – Bill of Sale

Exhibit D – Assignment & Assumption of Lease Agreement

Exhibit E – Encroachment & Easement Agreement

### **3. Addendum to PSA**

### **4. Exhibits to Addendum**

Exhibit F – Agreement for Pedestrian Skyway

### **5. Proposed Motion to Approve Purchase and Closing**

# PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (“Agreement”) is effective as of the execution date of the last party to sign this Agreement (“Effective Date”), by and between **WC Commercial, LLC**, an Alaska limited liability company, (“Seller”), and **The City of Billings, Montana** (“Buyer”) with respect to the following:

## BACKGROUND

- A. Seller is the owner of certain real property located in Yellowstone County, more commonly known as the Stillwater Building.
- B. Seller desires to sell the real property, more particularly described in **Exhibit A**, of this Agreement (the “Property”) and Buyer desires to purchase the Property from Seller upon the terms and conditions contained in this Agreement.
- C. On July 13, 2021, Buyer and Seller entered into a Purchase and Sale Agreement for the Property. On July 8 and July 15, 2021, the City provided three (3) Written Notices to Seller of Buyer’s objections to title. On August 24, 2021, the City terminated the Purchase and Sale Agreement. Thereafter, Buyer and Seller engaged in further discussions and negotiations which have resulted in this new Purchase and Sale Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

## AGREEMENT

1. **Purchase and Sale.** Upon all the terms and conditions of this agreement Buyer agrees to purchase the following from Seller:
  - a. **Land.** The real property, including all right, title, and interest therein, located in Yellowstone County, Montana, together with all rights, privileges, easements, and rights of way appurtenant to the Land (the “Land”);
  - b. **Improvements.** All improvements, structures, and fixtures now existing or installed on the Land;
  - c. **Personal Property.** Except for items sold by Seller prior to closing, personal property of Seller located at the Property shall transfer to Buyer via a Bill of Sale at Closing.
  - d. **Other Land Rights.** All mineral, oil and gas, and other subsurface rights, development rights, air rights, water rights, and other rights appurtenant to the land or associated with the Property.

**Purchase Price; Payment.** The total combined purchase price shall be Thirteen Million Five Hundred Thousand and no/100 dollars (\$13,500,000.00).

Buyer Shall pay Thirteen Million Five Hundred Thousand and no/100 dollars (\$13,500,000.00) to Seller at Closing. The Purchase Price (as adjusted to reflect any credits for prorations customary for a transaction this size and type) shall be paid by Buyer on the Closing Date.

2. Conveyance.

- a. Property. Seller shall convey the Property by Warranty Deed, free and clear of all liens and encumbrances, only subject to the standard and usual printed exceptions and exclusions found in title commitments and title policies, including the following:
- i. Liens to secure payment of general real property taxes and assessments, not yet due and payable;
  - ii. All exceptions and easements prior to July 1, 2016, and those of record. All easements for sprinklers, data cables, and the emergency telephone line for use by the adjacent sky bridge, whether or not of record and to be recorded subject to an Encroachment and Easement Agreement concurrent with the closing of this transaction; and those exceptions and easements disclosed in the Commitment (defined below) which are either approved or waived by Buyer;
  - iii. Any exceptions, easements, or restrictions as specifically agreed by the parties under this Agreement; and
  - iv. All applicable laws, ordinances, rules, and governmental regulations (including, but not limited to, those relative to building, zoning, and land use) affecting the development, use, occupancy, or enjoyment of the Property.

The warranty deed shall be given with the usual covenants expressed in § 30-11-110, Montana Code Annotated, subject to and with respect to the items specifically enumerated above.

Seller shall deliver the finished portions of the Property in broom clean condition and shall deliver all unfinished portions of the Property with all waste removed prior to Closing. For the avoidance of doubt, drywall and other personal property conveyed from Seller to Buyer under this Agreement and the bill of sale does not constitute waste under this paragraph.

3. Title Matters. Buyer shall obtain or order an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by an ALTA title insurance commitment – the “Commitment”). The Commitment shall be equal to the purchase price, committing to insure merchantable title to the Property in Buyer's name, free and clear of all liens and encumbrances, if any, which will be assumed by Buyer at closing. Notwithstanding the foregoing, reasonable exceptions for easements necessary for the fire system and data cables for the security system and cameras associated with the Sky Bridge shall not be an objectionable exception to Property title.

Buyer has provided a copy of the Commitment to Seller. Buyer shall pay and be solely responsible for the Standard Coverage Policy along with any additional premiums or other costs in addition to the premium for standard coverage if Buyer elects to obtain ALTA extended coverage or any title endorsements to the title insurance policy.

Buyer shall have up to and including September 30, 2021 (the “Review Period”) to examine the Commitment, and any update to the Commitment, and to notify Seller in writing of any objections Buyer has to matters shown or referred to in the Commitment. Seller acknowledges receipt of Buyers’ three Notices of Title Objections and agrees that Buyer does not have to submit new objections to the extent that they were stated in the July 8th and July 15<sup>th</sup> Notices. Buyer acknowledges that items 4 and 5 in the July 15 Notices have been cured. Buyer shall provide written notice to Seller of any objection under the Commitment (other than any mortgage,

judgment, or liens which Seller shall satisfy at Closing) (the "Title Objections"). Seller shall proceed with reasonable diligence to cure any Title Objections and have the objections removed from the Commitment. If Seller is unable to cure or remove the Title Objections within thirty (30) days of receipt of Buyer's notice, then either party may terminate this Agreement by providing written notice of termination to the other party. If Buyer makes no objections to the Commitment within the Review Period, then Buyer shall: (a) accept the Commitment and (b) waive objection to the exceptions in the Commitment, which exceptions shall become "Permitted Exceptions".

4. **Representations and Warranties of Seller.** Seller makes the following representations and warranties to Buyer, each of which shall survive closing. In addition to any other representations or warranties contained in this Agreement, the Warranty Deed and/or in any documents delivered by Seller at Closing, Seller represents and warrants the following, all of which shall be true as of the Closing Date:

- a. Seller has full right, power, and authority to enter into and perform all of the obligations required of Seller under this Agreement, including, without limitation, transferring the Property to Buyer without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any governmental agency, department, or body, or any third parties.
- b. Neither the execution, delivery, and performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Seller.
- c. Seller has good and merchantable title in fee simple to the Property. The Property has not been assigned or conveyed to any party. Seller has the right to convey the Property under the terms of this Agreement. No person (other than Buyer) has a right to acquire any interest in the Property. The Property will be transferred free of all liens or other encumbrances at the Closing, other than the Permitted Exceptions.
- d. There are no unrecorded judgments, lawsuits, or legal proceedings outstanding, pending or threatened against Seller that encumber the Property.
- e. There is one suit over a construction lien for the parking garage to be settled and the lien dismissed before closing. As of closing there will be no judgments presently outstanding and unsatisfied against Seller. Seller is not involved in any litigation at law or in equity, or any other proceeding before any court, or by or before any governmental or administrative agency, whether relating to the transaction contemplated hereby or otherwise, and no such litigation or proceeding is threatened or pending but not yet served against Seller or the Property.
- f. The subject property is known to have contained a significant quantity of Asbestos Containing Materials ("ACMs") in the existing construction materials. Seller reportedly performed abatement of the ACMs in 2016 and 2017. Seller shall provide Buyer all relevant reports and documentation demonstrating the proper removal and disposal of the ACMs from the subject property, along with detailed information regarding any remaining ACMs, including their location and quantity, encapsulated or otherwise, within two business days after execution of this Agreement.

Beside the hazardous substances described in environmental site assessments or other documents that have been disclosed to Buyer, Seller has no knowledge of any other

hazardous substances that exist on, under, or at the Property, or that have been disposed of at the Property. Seller has not received written notice that the Property is or may be in violation of any applicable federal, state, or municipal law or regulation regarding hazardous substances. Seller has no knowledge of underground fuel storage tanks on the Property, or Seller has fully disclosed the location and existence of all underground fuel storage tanks currently existing or historically located on the Property.

- g. To Seller's knowledge, except for the sky bridge, there are no encroachments upon the Property nor does any improvement on the Property encroach upon any property owned by others.
- h. To Seller's knowledge, except for easements for the sky bridge as described in this Agreement, there are no easements, rights-of-way, or claims thereof over or across the Property that are not recorded in the office of the Clerk and Recorder of Yellowstone County, Montana.
- i. Seller has no knowledge of any fact or condition that materially and adversely affects the Property other than those facts or conditions set forth in this Agreement or in other documents, certificates, or written statements furnished to Buyer in connection with the transactions contemplated by this Agreement. Seller has no knowledge of any asbestos, lead paint, mold or pesticides remaining or being present on the Property, except for asbestos in the transformer room and above the soffits where asbestos in or around second floor cantilevers over the first-floor walls has been encapsulated. Seller and Buyer acknowledge that additional asbestos has been identified in the Building in the inspection report dated August 13, 2021 prepared by Tetra Tech and labeled "Supplemental Asbestos Inspection Report Stillwater Building".
- j. There is legal access to and from all of the parcels of the Property from a publicly dedicated right-of-way, through other parcels included in the Property and transferred under this Agreement, through easements of access between the public right-of-way and the parcel, or through easements of access that will be placed upon land retained by Seller as part of this transaction, if necessary, to provide access to the Property.
- k. All utilities (water, wastewater, electricity, and internet) are connected to the Property and are connected to the building.

5. Representations and Warranties of Buyer. In addition to any other representations or warranties contained in this Agreement or in any documents delivered by Buyer at Closing, Buyer represents and warrants the following, all of which shall be true as of the Closing Date:

- a. Buyer enters into this Agreement in full reliance upon Buyer's independent investigation and judgment, and neither Seller nor Seller's agents or attorneys make any warranties or representations to Buyer about the Property (or the associated personal property), except as specifically stated herein and in the warranty deed and related closing documents. Buyer agrees to take the property "AS IS" and in its present condition and state of repair.

6. Mutual Conditions to Closing. Each party's obligation to perform under this Agreement is contingent upon:

- a. The representations and warranties of the other party being true and correct as of the Effective Date of this Agreement and upon the Closing Date; and

- b. Each and every obligation of the Buyer and Seller being fully performed in accordance with this Agreement.
7. **Buyer's Conditions to Closing.** In addition to any other contingencies contained in this Agreement, Buyer's obligation to perform under this Agreement is contingent upon:
- a. The Property remaining in the same condition at Closing as it was on the Effective Date;
  - b. Buyer's satisfaction of the Commitment or Seller's agreement to eliminate or ameliorate any title exceptions to the satisfaction to Buyer on or before Closing, subject to the provisions of paragraph 3 above;
  - c. All mortgages, judgments, and liens encumbering the Property being discharged prior to Closing;
  - d. Final approval of the terms of the purchase must be approved by the Billings City Council during a regular business meeting prior to Closing;
  - e. No additional encumbrances, restrictions, or other adverse title conditions being attached or placed against the title to the Property after the Effective Date, other than conditions specifically entered between the Parties to this Agreement as part of this transaction.
  - f. The execution of an Assignment and Assumption Agreement, at closing, that is acceptable to the Buyer in its sole and exclusive discretion that is generally consistent with Exhibit D hereto; and
  - g. The execution and recording of an Encroachment and Easement Agreement, at closing, that is acceptable to Buyer in its sole and exclusive discretion. The Agreement will include the Skybridge connection points to the Stillwater Building and the support columns.
8. **Buyer's Review of the Property; Related Documents and Materials.** Buyer and Buyer's agents shall have the right to inspect and assess the Property and any Property conditions identified through any independent inspections of the property from qualified inspectors or advisors selected by Buyer. Buyer, in Buyer's sole judgment, may elect to terminate this Agreement following Buyer's inspection and assessment, with or without cause. If Buyer chooses to terminate this Agreement, Buyer must notify Seller in writing on or before **September 30, 2021** (the "Due Diligence Period"). Upon termination under this section, neither Buyer nor Seller shall have any further obligations to the other. These inspections include, but are not limited to:
- a. **The Buyer's Review of the Property and Related Matters.** Buyer shall be satisfied with certain aspects of the Property and its condition and suitability for Buyer's intended use thereof, including, without limitation, the condition of the soil, environmental matters, engineering matters, and the zoning of the Property. During the Due Diligence Period, Buyer, its agents, employees, contractors and subcontractors shall have the right to enter upon the Property, at reasonable times during ordinary business hours following not less than twenty-four (24) hours' prior notice to Seller, to conduct such inspections, surveys and tests as may be necessary in Buyer's reasonable discretion, including, without limitation, soils tests; environmental analysis; structural, geological, or engineering studies; and land use or related studies. If Buyer elects to conduct any tests in connection with any Phase II environmental report or any other tests which involve drilling, boring, or other similar intrusive or invasive action on or under the Property, then Buyer shall provide Seller with at least twenty-four (24) hours' notice prior to conducting any such tests. Buyer

shall use care and consideration in connection with any of its inspections or tests and Seller shall have the right to be present during any inspection of the Property by Buyer or its agents. Buyer shall restore the Property to its original condition after any and all tests or inspections. If Buyer chooses to terminate the Agreement, all surveys, engineering, and studies shall be passed to Seller without obligation to Seller.

- b. **Review and Approval of Documents and Materials.** Within ten (10) days of the Effective Date, Seller will deliver to Buyer the following:
- i. Copies of any lease agreements affecting the Property, together with any exhibits or amendments to the lease agreements;
  - ii. Copies of documentation in Seller's possession relating to the CAM charges under the lease agreement with Yellowstone County. Documents shall include contracts, insurance policies, budgets, prorations, budgets, financial statements, statements, expenses, etc.;
  - iii. Copies of any Phase I, Phase II or other environmental reports, engineering reports, or surveys completed for the Property, if any;
  - iv. A list documenting the operating expenses incurred by Seller associated with the Property for the previous two (2) years along with any reimbursements made by tenant(s);
  - v. Existing blueprints, site plans (which shall, among other things, show all infrastructure and easements pertaining to the Property), engineering data, grading plans, topographical maps, surveys, field notes and maintenance records, and service or maintenance contracts relating to the use, ownership or development of the Property (including identification of all utility infrastructure) that are in Seller's possession or control, if any;
  - vi. Copies of any documentation establishing that the artwork within the Property has been offered to the United States Government through the Administrator of General Services Administration, in accordance with the covenants and restrictions contained in the Quitclaim Deed dated July 31, 2013, and recorded August 2, 2013 under Document No. 3678005;
  - vii. Copies of any warranty agreements relating to the construction or remodel of the Property, if any;
  - viii. Any and all other documents in Seller's possession relating to the property including, but not limited to, Certificates of Occupancy, Easement Agreements, any notices of encroachment or eminent domain, Property Condition Reports, tenant sales reports for the most recent three years, tenant financials (if reported to Seller), zoning letter, and tax statements, as applicable; and
  - ix. Copies of all existing contracts related to the Property, including but not limited to elevator contracts, service contracts, janitorial contracts, maintenance contracts, security systems, fire suppression systems, etc.
- c. **Confirmation of Intended Use and Feasibility.** Buyer is entitled to inquire as to the feasibility of obtaining all developmental approvals for Buyer's intended use of the

Property (“Developmental Approvals”) from any governmental authority having jurisdiction over the Property.

- d. If Buyer determines that it is dissatisfied with any aspect of the Property, its condition, its suitability for Buyer’s intended use, or any of the Documents and Materials, then Buyer may terminate this Agreement, by delivering written notice to Seller and Closing Agent of Buyer’s election to terminate on or before **September 30, 2021** (expiration of the “Due Diligence Period”. Except as otherwise expressly provided in this Agreement, neither party shall have any further rights or obligations under this Agreement following a termination under this Section 8.
- e. **Sky Bridge**. The terms of this agreement do not include any transfer of ownership of the Sky Bridge, generally located on the East side of the building, crossing over N 26th Street, and connecting to the Stillwater Garage. Any utilities or infrastructure for the Sky Bridge that rely on the subject property for service shall be limited to the fire system riser, data cables for the security system, and cameras.

9. **Indemnification**. Each party shall indemnify and hold the other harmless from and against any and all liabilities, claims, actions, suits, damages, and costs (including attorney fees) arising out of any inaccuracy, misrepresentation, breach, or default of any representation, warranty, covenant, or obligation of the party under this Agreement.

10. **Default and Remedies**.

- a. If Seller accepts the offer contained in this Agreement, but fails to timely close as required by this Agreement, Buyer may:
  - i. Demand that Seller specifically perform Seller’s obligations under this Agreement;
  - ii. Demand that Seller pay monetary damages for Seller’s failure to perform the terms of this Agreement; and
  - iii. Demand any other remedy at law or in equity.
- b. If Seller accepts this Agreement and satisfactorily performs but Buyer fails to timely close as required by this Agreement, Seller may:
  - i. Demand that Buyer pay monetary damages for Buyer’s failure to perform the terms of this Agreement; and
  - ii. Demand any other remedy at law or in equity, including specific performance.

The rights and remedies provided by this Agreement and granted to Buyer and Seller under this section are cumulative and are not exclusive of any rights and remedies provided by law.

11. **Termination**. This Agreement may be terminated, upon delivery of proper notice, as follows:

- a. By the mutual agreement of the parties in writing;

- b. By either party if any condition precedent to the terminating party's obligation to perform this Agreement is not satisfied and such condition is not waived by the terminating party at or prior to the Closing;
  - c. By either party if the other party refuses, neglects or otherwise fails to perform in material breach of this Agreement; or
  - d. By any other method expressly permitted under this Agreement.
12. **Closing.** The closing of this Agreement ("Closing") shall occur on or before September 30, 2021, unless mutually extended by the parties, at the office of the Closing Agent. The parties may agree to close the transaction at any other mutually convenient time or place. The actual date of the Closing is referred to as the "Closing Date" in this Agreement. Buyer and Seller will deposit with the Closing Agent all instruments and monies or deliverables necessary to complete the purchase in accordance with this Agreement. Possession and risk of loss shall pass from Seller to Buyer on the Closing Date.
- a. **Closing Agent.** First Montana Title Company of Billings, MT at 2737 Montana Ave., Billings, MT shall act as the Closing Agent for this transaction.
  - b. **Closing Costs & Fees.** The costs and fees associated with Closing, including recording fees, will be paid by Buyer.
  - c. **Prorations.** Buyer and Seller shall prorate any real property taxes, assessments, and Property Owners Association dues for the current year as of the Closing Date.
13. **Related Agreements.**
- a. **County Lease.** Buyer's obligation to perform under this Agreement is contingent upon Buyer's approval of the lease agreements affecting the Property and execution of an Assignment and Assumption Agreement (including a release of Seller) for such leases, assigning Seller's interest in the lease(s) to Buyer. Buyer, at Buyer's option, may require that Seller provide tenant estoppel certificates or other documentation from lease tenant(s) to establish the lease terms and provisions.
  - b. **Sky Bridge Encroachment and Easement Agreement.** Buyer's obligation to perform under this Agreement is contingent upon Buyer and Seller entering an Encroachment and Easement Agreement relating to the Sky Bridge with terms and conditions acceptable to Buyer in its sole discretion. The Encroachment and Easement Agreement will include, amongst other provisions, an access easement for the City and its employees, guests and invitees for the purpose of ingress and egress to and from the Stillwater Building over and through the Sky Bridge that connects the Stillwater Building and the Stillwater Garage.
14. **Miscellaneous.**
- a. **1031 Exchange.** The parties mutually acknowledge that either or both may intend to complete a tax deferred exchange under IRC Section 1031, and each party represents that any exchange will not delay the Closing or cause additional expense to the other party. The parties' rights under this Agreement may be assigned to a Qualified Intermediary selected by them for the purpose of completing the exchange. The parties agree to cooperate with

one another and the Qualified Intermediary selected (in the manner described in this paragraph) to complete the exchange.

- b. **Captions.** The captions and the sections of this Agreement are inserted only as a matter of convenience and for reference and in no way confine, limit or describe the scope or intent of any section of this Agreement.
- c. **Assignment.** Buyer may not assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Seller, which shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer may assign or otherwise transfer its respective rights under this Agreement to another entity or department of Buyer authorized to take title to the Property to be purchased under this Agreement.
- d. **Binding Effect.** This Agreement is binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.
- e. **Waiver.** The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision of this Agreement.
- f. **Time is of the Essence.** Time is of the essence with respect to the performance of each of the covenants and conditions of this Agreement. If the date for performance of any act or expiration of time period falls on a Saturday, Sunday or legal holiday, then the time for performance or the date of expiration of time period shall be extended to the next successive day which is not a Saturday, Sunday or legal holiday.
- g. **Further Assurances.** The parties shall deliver to each other (without additional compensation) any additional documentation and shall perform any additional acts and execute and deliver any instruments, notices, receipts, and documents, to carry out and give effect to the terms and intent of this Agreement.
- h. **Severability.** If any term, covenant or condition 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, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected and each term, covenant, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- i. **Entire Agreement.** This Agreement, together with any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire agreement between Buyer and Seller, and supersedes any other written or oral agreements between Buyer and Seller.
- j. **Modification.** This Agreement can be modified only in writing, signed by Buyer and Seller. No provision of this Agreement may be changed, waived, discharged, or terminated orally, by telephone or by any other means except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.
- k. **Attorney's Fees; Costs.** In the event of any dispute or litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs and expenses, including reasonable attorneys' fees, costs, and expenses.



With a copy to (but which shall not constitute notice to Seller)

Hendrickson Law Firm PC  
c/o Mark E. Noennig  
208 North Broadway, Suite 324  
Billings, MT 59101  
mark@hendricksonlawmt.com  
406-245-6238

Email:

Phone:

To Escrow Holder:

First Montana Title Company  
2737 Montana Ave.  
Billings, MT 59101  
406-248-3000

Phone:

- p. **Exhibits**. The following exhibits and schedules are attached to this Agreement and are incorporated by this reference into this Agreement:

**Exhibit A**. Legal Description of Property.

**Exhibit B**. Warranty Deed.

**Exhibit C**. Bill of Sale.

**Exhibit D**. Assignment and Assumption Agreement.

**Exhibit E**. Encroachment and Easement Agreement relating to the Sky Bridge.

15. **Offer Expiration**. This offer expires at 5:00 P.M. MDT on September 6, 2021. Failure by Seller to execute and give proper notice to Buyer of Seller's acceptance renders this Agreement null and void, unless extended in writing and signed by both parties.

16. **Statutory disclosures**.

- a. **MOLD DISCLOSURE**: The following disclosure is given pursuant to Montana Mold Disclosure Act, Montana Code Annotated § 70-16-703. There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or local health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose and throat irritation. Certain strains of mold may cause infections particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Center for Disease Control and Prevention is studying the link between mold and serious health conditions. The Seller, its partners, agents and attorney cannot and do not represent or warrant the absence of mold. It is the Buyer's obligation to determine whether a mold problem is present. To do so, the Buyer should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

- b. RADON DISCLOSURE STATEMENT: The following disclosure is given pursuant to the Montana Radon Control Act, Montana Code Annotated § 75-3-606. RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT. If the Property has been tested for radon, the Seller will provide a copy of the test results concurrent with an executed copy of this Agreement. If the Property has received radon mitigation treatment, the Seller will provide the evidence of the mitigation treatment concurrent with an executed copy of this Agreement.
- c. SMOKE DETECTORS: Seller represents that the Property is equipped with smoke detectors.
- d. WATER RIGHT OWNERSHIP UPDATE DISCLOSURE. By Montana law, failure of the parties at closing or transfer of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in the case of water rights being exempted, severed, or divided, the failure of the parties to comply with Montana Code Annotated § 85-2-424, could result in a penalty against the transferee and rejection of the deed for recording. The parties acknowledge and agree that the Buyer shall pay the fee required to be paid in connection with the transfer of the water rights.
- e. MEGAN'S LAW. Certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If Buyer desires further information, Buyer may contact the local County Sheriff's office, the Department of Justice in Helena, Montana, and the probation officers assigned to the area.

IN WITNESS WHEREOF, Buyer and Seller hereby execute this Agreement to Purchase and Sell Real Property.

**BUYER:**

**CITY OF BILLINGS, MONTANA**

By: William A. Cole

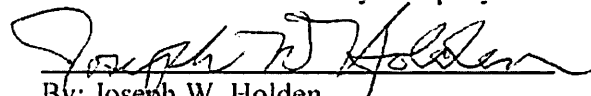
Its: Mayor

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

**SELLER:**

**WC COMMERCIAL, LLC**

An Alaska limited liability company



By: Joseph W. Holden

Its: Member

Date: 9.2.2021

## ADDENDUM TO PURCHASE AND SALE AGREEMENT

This Addendum amends and supplements the Purchase and Sale Agreement (PSA) between WC Commercial, LLC as “Seller” and the City of Billings as “Buyer” with respect to the Stillwater Building. The PSA was signed and dated by the Seller on September 2, 2021.

### I. Amendments.

The Purchase and Sale Agreement is amended as follows:

- A. **Sky Bridge Systems.** Section 8(e) of the Purchase and Sale Agreement is deleted and replaced with the following paragraph:

**Sky Bridge.** The terms of this agreement do not include any transfer of ownership of the Sky Bridge, generally located on the East side of the building, crossing over N 26<sup>th</sup> Street, and connecting to the Stillwater Garage. Any utilities or infrastructure for the Sky Bridge that rely on the subject property (the Stillwater Building) for service shall be limited to the fire suppression system and the related fire system riser. Seller shall disconnect all other systems in the Sky Bridge from the Stillwater Building, including but not limited to data cables, cameras, phones, the alarm system, security systems, and door locks.

- B. **Offer Expiration.** The date stated in paragraph 15 shall be deleted and replaced with the date of October 12, 2021.

- C. **Closing.** The Closing deadline under the Purchase and Sale Agreement (paragraph 12) is extended to and includes October 15, 2021.

- D. **Prorations.** Paragraph 12(c) is deleted and replaced with the following sentence:

Buyer and Seller shall prorate any real property taxes, assessments, rent, common area expenses, and Property Owners Association dues for the current year as of September 30, 2021. If Seller receives any rent and/or common area expense payments prior to Closing that are for any rental period after September 30, 2021, Seller shall pay those rental and common area expense payments to Buyer at Closing.

### II. Additional Provisions.

The Purchase and Sale Agreement is amended to include the following additional provisions:

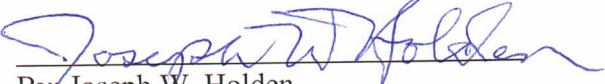
17. **Access Controls:** At Closing, Seller shall provide to Buyer all keys, passwords, control cards, and access codes in order for Buyer to access and operate the Building and its systems, including but not limited to the computer systems, door locks, cameras, data cables and systems, the alarm system, the elevators, the Sky Bridge, and any other portion of the Building or any Building system that is controlled by a key, password, code, or lock. Seller shall facilitate the creation of administrator profiles for City Staff and their integration contractor effective at Closing.

18. **Common Area Expenses:** All Operating Expenses shall be prorated as of September 30, 2021. Seller shall pay all operating expenses for the period prior to October 1, 2021, on or before Closing and shall provide to Buyer copies of all invoices and bills that were paid with CAM funds during 2021. Any remaining (unspent) CAM funds paid by Yellowstone County to Seller, if any, shall be transferred to Buyer at Closing, including any Common Area Expense payments for periods after September 30, 2021. Buyer shall be responsible for paying all Operating Expenses that are incurred on or after October 1, 2021.

19. **Agreement for Pedestrian Skyway.** Exhibit "F", attached hereto, is added to the Purchase and Sale Agreement, and shall be signed at Closing in a form that is substantially consistent with Exhibit "F" hereto.

IN WITNESS WHEREOF, Buyer and Seller hereby execute this Addendum to Agreement to Purchase and Sell Real Property this \_\_\_\_ day of October, 2021.

**BUYER:**  
**CITY OF BILLINGS, MONTANA**  
  
\_\_\_\_\_  
By: William A. Cole  
Its: Mayor  
  
Date: \_\_\_\_\_

**SELLER:**  
**WC COMMERCIAL, LLC**  
An Alaska limited liability company  
  
By: Joseph W. Holden  
Its: Member  
  
Date: 10, 1, 2021

## EXHIBIT A – PROPERTY LEGAL DESCRIPTION

This legal description is subject to change based on the receipt of the Commitment. Based on a review of publicly available data, the Property includes the following described real property located in Yellowstone County, Montana:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block 43, of the Original Town (Now City) of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 16312.

Together with all rights in and to lands lying in streets, alleys and roads adjoining the real property and all buildings, fixtures and improvements thereon and all water and ditch rights, rights of way, tenements, hereditaments, privileges and appurtenances thereto, now owned or hereafter acquired, however evidenced, used or enjoyed with said property.

EXHIBIT B – WARRANTY DEED

[SEPARATELY ATTACHED]

Upon recording, return to:  
Doug James  
Moulton Bellingham PC  
P.O. Box 2559  
Billings, MT 59103-2559  
Telephone (406) 248-7731

## Warranty Deed

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **WC Commercial, LLC**, an Alaska limited liability company ("**Grantor**") does hereby grant and convey unto **The City of Billings, Montana** ("**Grantee**"), all of Grantor's right, title, and interest in and to the following real property, located in Yellowstone County, Montana, more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block 43, of the Original Town (Now City) of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 16312.

Together with all rights in and to lands lying in streets, alleys and roads adjoining the real property and all buildings, fixtures and improvements thereon and all water and ditch rights, rights of way, tenements, hereditaments, privileges and appurtenances thereto, now owned or hereafter acquired, however evidenced, used or enjoyed with said property.

Together with all rights-of-way, tenements, hereditaments, privileges, and appurtenances thereto used in connection with such an undivided interest in the real property described herein, and together with all minerals and mineral interests, including, without limitation, any and all oil, gas, hydrocarbons, coal, clay, gravel, sand, scoria, and other similar minerals or mineral interests, including, without limitation, royalties, overriding royalties, leasehold interests, working interests, or similar interests, in and to the above-described real property not heretofore conveyed to or excepted or reserved by others.

TO HAVE AND TO HOLD unto Grantee, and to Grantee's heirs and assigns forever, subject to the following:

- a. Reservations and exceptions in patents from the United States and the State of Montana;
- b. Covenants, rights, restrictions, reservations, agreements, and easements prior to July 1, 2016, and those of record;

- c. All building, use, zoning, sanitary, and environmental restrictions of record;
- d. Taxes and assessments for the current year and thereafter; and
- e. All outstanding mineral, oil and gas interests, royalties, leases, reservations, and conveyances of record.

EXCEPT with reference to the items referred to in paragraphs (a) to (e) inclusive, this Deed is given with the usual covenants expressed in Section 30-11-110, MCA.

IN WITNESS WHEREOF, Grantor has executed this instrument this \_\_\_\_ day of October, 2021.

**WC COMMERCIAL, LLC**  
An Alaska limited liability company

\_\_\_\_\_  
Printed Name: Joseph W. Holden  
Its: Member

STATE OF Montana  
COUNTY OF Yellowstone

This instrument was signed or acknowledged before me on this \_\_\_\_ day of October, 2021 by JOSEPH W. HOLDEN, the member of WC Commercial, LLC

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

EXHIBIT C – BILL OF SALE

[SEPARATELY ATTACHED]

## BILL OF SALE

**THIS BILL OF SALE** (“Bill of Sale”) is dated as of October \_\_\_\_, 2021, from **WC Commercial, LLC**, an Alaska limited liability company (“**Seller**”), to **The City of Billings, MT** (“**Buyer**”).

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, and Buyer hereby accepts from Seller, all of the right, title and interest that Seller possesses and has the right to transfer in and to the personal property located within the Stillwater Building, as more particularly described in the Purchase and Sale Agreement between the parties (the “Assets”).
2. Seller warrants to Buyer that on the date hereof, Seller is the true and lawful owner of the Assets, holds good, absolute, and marketable title in and to the Assets, and has full corporate power and authority to sell and convey the Assets.
3. By accepting delivery of this Bill of Sale, Buyer acknowledges that Seller makes no additional representations or warranties with respect to the Assets being conveyed, unless specifically set forth in the Purchase and Sale Agreement, and Buyer accepts the personal property “as is.”

**IN WITNESS WHEREOF**, Seller has caused this Bill of Sale to be executed and delivered on the date first above written.

**SELLER:**

**WC COMMERCIAL, LLC**

An Alaska limited liability company

\_\_\_\_\_  
Printed Name: Joseph W. Holden

Its: Member

EXHIBIT D – ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

[SEPARATELY ATTACHED]

## ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (“Assignment”), is made, entered into and effective as of \_\_\_\_\_, 2021 (“Effective Date”), by and between **WC COMMERCIAL, LLC**, an Alaska limited liability company (“Assignor”), the **CITY OF BILLINGS**, (“Assignee”) and **Yellowstone County**, (“Tenant”).

### RECITALS

A. This Assignment and Assumption Agreement relates to a Lease For A Portion Of The Third Floor Of The Stillwater Building in Billings, Montana, pursuant to which Assignor is the Landlord and Yellowstone County is the Tenant, (the “Lease”). The leased premises is contained within the Stillwater Building, and the real property is more particularly described in Exhibit “A”. A true and correct copy of the foregoing Lease is attached hereto as Exhibit “B”. The Lease is dated January 23<sup>rd</sup>, 2018. Pursuant to the Lease, Yellowstone County is a Tenant in the Stillwater Building with leased premises of approximately 17,395 square feet, (the “Premises”).

B. Assignor and Assignee are parties to that Purchase and Sale Agreement dated July 13, 2021, wherein Assignor is the Seller and Assignee is the Buyer. Pursuant to the Purchase and Sale Agreement, Assignor as Seller intends to sell and convey to Assignee as Buyer all of Assignor’s right title and interest in and to all of the property known as the Stillwater Building, of which the Premises are a part.

C. This Assignment is being made for the purposes of: (1) assigning the Lease from Assignor to Assignee; (2) obtaining Yellowstone County’s consent to the assignment; and (3) having Yellowstone County release Assignor from all future obligations and duties under the Lease from and after the date of the Assignment to Assignee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Lease. Assignor hereby assigns, transfers, conveys, and delivers to Assignee all interest in and right to the Lease.
2. Assumption of Obligation. Assignee hereby expressly assumes and all of the obligations of the Landlord under the Lease from and after the Effective Date of this Assignment.
3. Consent of the Tenant. Tenant hereby expressly consents to the Assignment of the Lease from Assignor to Assignee.
4. Release of Assignor. Tenant agrees that Assignor shall be and is released from all obligations and liability under the Lease from and after the Effective Date of this Assignment. The County agrees that from and after the Effective Date of this Assignment, it shall look exclusively to Assignee as its Landlord.

5. Representations of County. The County, as Tenant, makes the following representations to the City in connection with the Lease:

A. Tenant is the tenant under the Lease. There have been no amendments, modifications or revisions to the Lease.

B. The Lease has been duly authorized and executed by Tenant and is in full force and effect. Attached hereto as Exhibit B is a true, correct, and complete copy of the Lease together with all amendments, modifications and revisions related to the Lease. No other documents govern the relationship between Landlord and Tenant other than the Lease.

C. The Lease has not been assigned, by operation of law or otherwise, by Tenant. Tenant has not received any notice of the assignment by Landlord to any party of the Landlord's interest in the Lease.

D. The Lease has a Commencement Date of May 23, 2018 and an expiration date of May 22, 2025. There is one (1) consecutive renewal term of three (3) years.

E. As of the date hereof, Rent has been paid through September 30, 2021.

F. Neither Tenant nor, to the best of Tenant's knowledge, Landlord is in default under the Lease and no event has occurred that, with the giving of notice or passage of time, or both, could result in a default under the Lease.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, and representatives of the respective parties hereto.

7. Attorneys' Fees. In the event of the bringing of any action or suit by a party hereto against any other party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event, the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees and costs.

8. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable with, the laws of the State of Montana without regard to conflict of law principles.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument

10. Cooperation. Assignor hereby agrees to and shall execute and deliver to Assignees any and all documents, agreements and instruments necessary to consummate the transactions contemplated by this Assignment.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

**ASSIGNOR: WC COMMERCIAL, LLC**

By: \_\_\_\_\_  
Joseph W. Holden  
Its: Member

**ASSIGNEE: CITY OF BILLINGS**

By: \_\_\_\_\_  
William A. Cole  
Its: Mayor

**TENANT: YELLOWSTONE COUNTY BY AND THROUGH  
ITS BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Donald Jones, Chairman

\_\_\_\_\_  
John Ostlund, Commissioner

\_\_\_\_\_  
Denis Pitman, Commissioner

EXHIBIT A  
Legal Description

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block 43, of the Original Town (Now City) of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 16312.

Together with all rights in and to lands lying in streets, alleys and roads adjoining the real property and all buildings, fixtures and improvements thereon and all water and ditch rights, rights of way, tenements, hereditaments, privileges and appurtenances thereto, now owned or hereafter acquired, however evidenced, used or enjoyed with said property.

EXHIBIT B  
Lease

[Separately Attached]

4852-5796-4539, v. 1

## LEASE FOR A PORTION OF THE THIRD FLOOR OF THE STILLWATER BUILDING

### Parties

The parties to this lease agreement are WC Commercial, LLC (WC), lessor, and Yellowstone County (County), a political subdivision of the State of Montana, lessee.

### Leased Property

The property to be leased is described as 17,395 contiguous square feet on the south side of the 3<sup>rd</sup> floor of the Stillwater Building (the building), located at 316 North 26<sup>th</sup> Street in Billings, Montana.

The leased property is currently a "shell space" and it is the intent of the parties that as part of the lease cost, WC will, at its sole expense, improve the leased portion of the property to provide for a "build to suit" layout. The office space will be of at least comparable quality now found in the Yellowstone County Courthouse and WC agrees to build the leased space as agreed upon by the County. The design of the office space shall conform to the diagram attached as Exhibit "B."

All building permits and permits of any kind that may be required to build the space to specifications by WC shall be the sole responsibility of WC.

WC further agrees that the office space shall be completed no later than May 23, 2018.

### County Counter Space

The parties mutually acknowledge that that the County will supply its own furniture but that WC may utilize any current counters to comply with the requirements of the County. Removal of any current counters shall be conducted after WC first obtains approval from the County of such removal. WC acknowledges and agrees that all counter space will be installed no later than May 16, 2018, affording the County the opportunity to wire the counter space for County use.

### Additional Considerations

The parties acknowledge and agree that County Commissioner pedestal space and sliding accordion doors in the Commission Chambers is part of the consideration being paid by the County and no additional charge shall be submitted by WC for these items.

### Use of the Property

The property shall be used by the County for governmental and related functions.

### Term and Option to Renew

This lease shall begin on May 23, 2018 and shall run for a period of seven (7) years. At the end of the 7<sup>th</sup> year, the County shall have the option to renew the lease for another three (3) years on the same terms as otherwise contained in this lease. The County can exercise this option with at least one hundred eighty (180) days written notice prior to the expiration of the lease term. Liquidated damages notwithstanding, the lease shall not begin until the leased space is reasonably ready for occupancy.

### **Rent**

The parties agree that the rental price of the leased space shall be \$15 per square foot per year and. Such rent shall annually be adjusted 3 % each year on January 1 of each year. The parties further acknowledge and agree that the County is leasing space in addition to its Request for Proposal, specifically an additional department and that this addition increases WC's costs in providing leased space. The parties agree that the County will pay WC an additional \$75,000 at the time of substantial completion, representing compensation for these increased costs.

Rent shall be paid monthly. WC shall bill the County on January 1 of each year and show the monthly charges for the year on the invoice.

### **CAM's**

The CAM shall initially be \$6.02 per square foot as shown in the attached Exhibit "A." All of the CAM's, with the exception of the costs associated with "Major Maintenance" will be adjusted as to actual costs on January 1 of each year during the term of this lease. The costs associated with "Major Maintenance" shall be adjusted annually as to actual projected costs, but in no event shall the "Major Maintenance" portion of the CAM be increased more than 3% in any given year.

The CAM's provided shall exclude janitorial services of the leased property. The County shall provide its own janitorial services for the leased space. All common area janitorial services, as well as maintenance and repair, taxes and utilities, shall be the responsibility of WC and are part of the CAM.

The square footage used to calculate the rent and CAM shall be measured from the exterior windows to the center of the internal walls dividing the lease space from other tenants or common areas in accordance with the attached drawing.

### **Option to Expand**

Should the County desire to lease additional space, so long as that space is available, it may lease additional space for the rent price otherwise provided for in this lease.

### **Time is of the Essence—Liquidated Damages**

The parties agree that time is of the essence in all provisions contained in this Agreement. Specifically, WC acknowledges that two new District Court judges will be moving into space vacated by multiple County departments on January 2, 2019. That space must be renovated before the judges can move into the Courthouse. In order that the judges' space be ready in time, the County will need to begin renovation of the vacated space no later than May 23, 2018.

Should the space provided for in this agreement not be ready by May 23, 2018, the parties agree that the delay will result in a great increase in Contractors' costs to the County for its renovation of Courthouse space to meet its January 2, 2019 deadline. Therefore, WC agrees that should its lease space not be completed for occupancy by May 23, 2018, that WC shall pay to the County, as liquidated damages and not as a penalty, the sum of \$2500 per day for each and every day that the leased space is not reasonably ready for occupancy.

WC agrees that the County may begin moving into the leased space one week prior to the commencement of this lease without further consideration from the County. Should the space become available prior to the agreed to date, the parties may agree to an earlier date, subject to a mutually agreed to price. However, the parties agree to abide by the terms listed in the section of this lease denoted as "Information Technology and Telephone Lines."

#### **Information Technology and Telephone Lines**

The parties acknowledge and agree that the County, at its sole expense, will install fiber optics and telephone lines and any other communication delivery systems into the building for County's exclusive use. WC agrees to provide space in the building in space other than leasable space or common area space for the running of these communication delivery systems at no charge to the County.

Recognizing that time is of the essence in moving County departments from the Courthouse to the leased space, and that installation of fiber optic, telephone and other communication delivery systems is an integral component of the timeframe involved, WC agrees to reasonably make available to the County, at no cost to the County, various locations within the building for the installation of such systems excluding leasable or common area space. County agrees such installation will not unreasonably interfere with any other operation or construction being performed by WC and that the placement of the lines will be subject to WC approval. County further warrants that any maintenance or repair of such lines will be the sole responsibility of the County.

Upon termination of this lease, unless the County purchases a fee interest in the building, the communication delivery systems within the building shall remain or be removed by the County upon request of WC, becoming property of WC. The County will terminate the connection into its communication system and WC shall have no property interest in the lines outside the building.

#### **Server Room**

As part of the leased space, the parties recognize the need for a server room to house County's hardware. The server room has to be designed as to strict climate control and air quality control standards. Any costs associated with construction and maintenance of the server room shall be the responsibility of the County. Provided, WC represents that the building air conditioning system has a redundancy which will help mitigate impacts of HVAC failure.

#### **Peaceful Possession**

The parties recognize that a major portion of the building will be unoccupied at the time the County moves into the leased space. The parties further recognize that the public will be the major user of the space and such things as public hearings and important public meetings will be held in the County's leased space. WC agrees to make reasonable attempts to mitigate interference. County understands that there may be inconvenience while construction is performed during normal business hours.

### **Maintenance**

Unless otherwise provided for in this lease, the parties agree that all maintenance of the entire building, including the leased space, is included in the CAM and shall not be billed separately to the County. Any repairs to the property as a result of normal wear and tear shall be the responsibility of WC, but will be included in the CAM charges. Any damage to lease property that exceeds normal wear and tear, unless caused by WC or its agents or assigns, shall be the responsibility of the County.

The premises, including common areas open to the public, shall be thoroughly cleaned prior to the time that the County is allowed to move onto the leased space. County understands, however, that the building is under major renovation.

WC agrees to keep the building in first class operating condition during the term of this lease.

### **Janitorial Services and Grounds Maintenance**

WC agrees to provide janitorial services five (5) days per week during non-business hours. This shall be included in the CAM. The County will provide its own janitorial services for its leased space.

Maintenance of the outside of the building and of the surrounding grounds shall be the sole responsibility of WC and is included in the CAM. The grounds shall be kept free of graffiti and trash at all times.

### **Building Security**

Security cameras will be installed throughout the building in the common areas and the operating costs will be included in the CAM. It is agreed that because County fiber optics are being installed by the County, it anticipates using its own card entry system.

### **Utilities**

The parties agree that all utility costs, excluding communication and data, are part of the CAM's and shall not be billed to the County.

### **Access to the Leased Property**

The parties agree that the south entrance (3<sup>rd</sup> Avenue Side) to the building will afford controlled access for County personnel and that the County will provided secured access on its 3<sup>rd</sup> floor entrance, day or night. The east entrance (North 26<sup>th</sup> Street) will be a public entrance and will be accessible during normal business hours.

The County will provide key access into the building for its leased internal office space.

### **Liability and Casualty Insurance**

The responsibility to insure the property and operations located on the leased premises shall be the County's responsibility. All other insurance for the building and its common areas shall be the sole responsibility of WC and is included in the CAM.

### **Official Notices**

Any notices required pursuant to this lease shall be sent to the following:

- 1) County:  
Yellowstone County Board of Commissioners  
Box 35025  
Billings, MT 59107
  
- 2) WC:  
WC Commercial, LLC  
316 North 26<sup>th</sup> Street  
Billings, MT 59101  
Attn: Joseph W. Holden

### **Applicable Law**

The parties agree that the terms of this lease do not fall within the provisions of the Montana Landlord and Tenant Act. The parties agree that this is a commercial lease and not a residential lease.

### **Compliance with the Law**

WC agrees it will operate and design the building, both as to leased space and common areas, to comply with all state, federal and local laws, including but not limited to, zoning laws governing use and governing building permits and the Americans with Disabilities Act as amended.

### **Subleasing**

Subleasing is allowed with the consent of WC in writing. Consent may not be unreasonably withheld. WC will allow subleasing of the lease space only for similar use. Should the sublease not cover the entire rent due and owing by the County at the time of the sublease, the County shall be responsible for the difference in rent owed by the County and paid by the subleasing party.

### **Modifications to Leased Space**

The County may not make major modifications to the leased space except with the written consent of WC. Such consent may not be unreasonably withheld. Should the County make any permanent additions to the leased space or add any fixtures to the leased space, such additions or fixtures shall be removed by the County at the request of WC or become WC's property upon termination of the lease. Any cost of major modifications after the initial build-out will be the responsibility of the County unless otherwise agreed to by the parties.

### **Waiver**

Should either party decline to enforce any of its rights afforded to it pursuant to this lease, such will not constitute a permanent waiver of such rights without the written consent of the other party.

### **Severability**

Should any of the provisions of this lease be found to be unenforceable for any reason, it shall be stricken and the remaining provisions of the lease shall remain binding and in effect.

**Entire Agreement**

This lease agreement shall constitute the entire agreement between the parties, and any prior discussion, oral agreement or representation of any type shall not be binding on the parties. The parties specifically agree that this Agreement shall replace and rescind the Agreement signed by the parties on November 21, 2017.

**Modification**

Should the parties mutually agree to modify any provision of this lease, they may do so only with the express written consent of both parties.

**Condominium**

County understands and agrees that WC may convert the leased space to a Condominium. County agrees to execute any consent that may be required for such conversion, provided that such conversion shall not affect the terms of this lease.

**Attorney's Fees**

In the event of a breach of the terms of this lease, the party enforcing the lease terms shall be entitled to recover all costs of enforcement, including reasonable attorney's fees.

YELLOWSTONE COUNTY BY AND THROUGH  
ITS BOARD OF COUNTY COMMISSIONERS

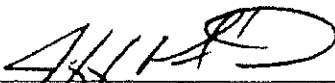
DATED this 23<sup>rd</sup> day of January, 2018.

  
John Ostlund, Chairman

  
Denis Pitman, Member

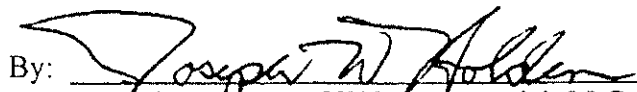
  
Robyn Driscoll, Member

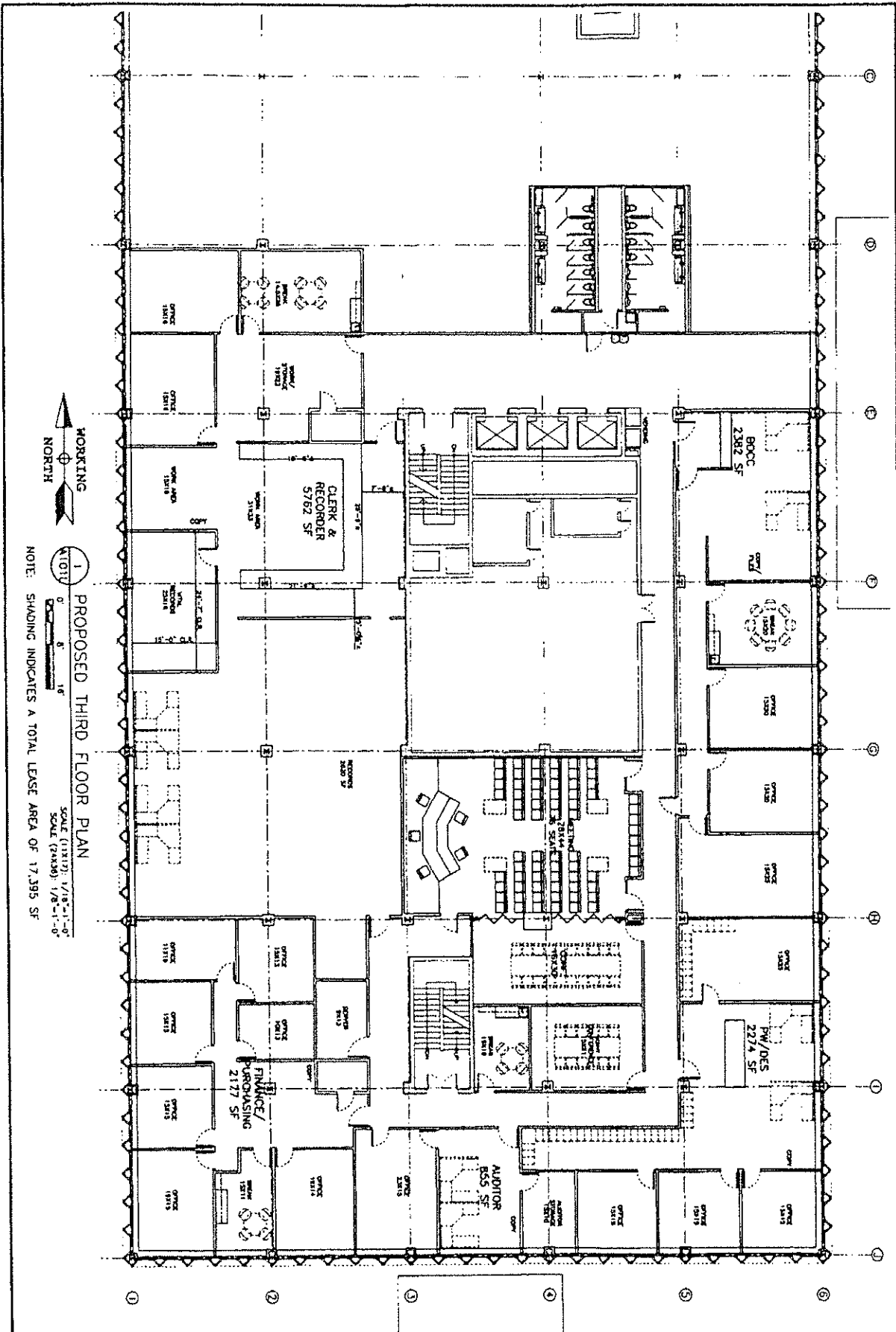
Attest:

  
Jeff Martin  
Yellowstone County Clerk and Recorder

WC COMMERCIAL, LLC

DATED this 23<sup>rd</sup> day of January, 2018

By:   
Authorized Agent of WC Commercial, LLC



WORKING NORTH  
 1  
 PROPOSED THIRD FLOOR PLAN  
 SCALE (1:100) 1/8"=1'-0"  
 SCALE (2:250) 1/8"=1'-0"  
 NOTE: SHADING INDICATES A TOTAL LEASE AREA OF 17,395 SF

Drawn By: RLB  
 Checked By: RLB  
 Date: XX-XX-2017  
 Project #: 2017-002  
 Cadd file:



EGGART ENGINEERING COMPANY  
 720 LOHWEST LANE  
 BILLINGS, MT 59106  
 OFFICE: 406-839-9151  
 FAX: 406-839-9150  
 www.eecmt.com

STILLWATER BUILDING  
 3rd FLOOR IMPROVEMENTS  
 YELLOWSTONE COUNTY  
 316 NORTH 26th STREET  
 BILLINGS, MT 59101

PRELIM  
 SHEET #:  
**A101L**

## EXHIBIT "A"

### CAM charges Stillwater building:

Taxes. Based on DOR estimate with building lease at \$15/psf = \$302,000 divided by 129,600 leasable sq. ft. = **\$2.33 psf.**

Insurance. Quotes from Payne West with a value of \$33,00,000 is \$27,000 to \$33,000 / 129,600 leasable sq. ft. = **\$0.23 psf.**

### Utilities.

Electrical \$65,754 estimated / 129,600 = \$0.50 psf.

Natural Gas \$23,000 estimated/ 129,600 = \$0.17 psf.

Water/Sewer \$4,800 estimated/ 129,600 = \$0.04 psf.

**TOTAL \$0.71 psf.**

### Normal Maintenance (labor and materials).

Mechanical systems to include boilers, chillers, fans, and store front doors. \$45,000 / 129,600 = \$ 0.34 psf.

Elevators-materials/labor/inspections. \$21,600/129,600 = \$0.16 psf.

Store Front Doors/glass breakage and maintenance. \$22,000/129,600 = \$0.17 psf.

Security system maintenance and alarm system maintenance. \$63,500/129,600 = \$0.49 psf.

**TOTAL \$1.16 psf.**

### Major Maintenance (labor and materials).

Roofing every ten years \$180,000/10/129,600 = \$0.14 psf.

Elevators \$70,000 every ten years/10/129,600 = \$0.05 psf.

Mechanical Systems \$60,000 every ten years /10/129,600 = \$0.04 psf.

Miscellaneous \$8,000 per year/129,600 = \$0.06 psf.

**TOTAL \$0.29 psf.**

Cleaning services for common areas \$50,000 per year

Snow Removal \$20,000 per year

Landscape Maintenance \$18,000 per year Total/129,600 = **\$0.68 psf.**

Property Management \$20,000 and Security Officer \$60,000 /129600 = **\$0.62 psf.**

EXHIBIT E – ENCROACHMENT AND EASEMENT AGREEMENT

[SEPARATELY ATTACHED]

Upon recording, return to:  
Doug James  
Moulton Bellingham PC  
P.O. Box 2559  
Billings, MT 59103-2559  
Telephone (406) 248-7731

## **ENCROACHMENT AND EASEMENT AGREEMENT**

This Encroachment and Easement Agreement (“Agreement”) is made effective the \_\_\_\_ day of October, 2021, between **WC COMMERCIAL, LLC**, an Alaska limited liability company, (“WC”), **CRMX-233, LLC**, a Montana limited liability company, (CRMX), and **THE CITY OF BILLINGS, MONTANA**, (“City”).

### **RECITALS**

- A. WC is the owner of certain real property located in Yellowstone County, Montana, which is referred to as the “Stillwater Building”, and is more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block 43, of the Original Town (Now City) of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 16312.

Together with all rights in and to lands lying in streets, alleys and roads adjoining the real property and all buildings, fixtures and improvements thereon and all water and ditch rights, rights of way, tenements, hereditaments, privileges and appurtenances thereto, now owned or hereafter acquired, however evidenced, used or enjoyed with said property.

The foregoing parcel shall be referred to as the “Stillwater Building Parcel”.

- B. CRMX is the owner of certain real property located in Yellowstone County, Montana, which is referred to as the “Stillwater Garage”, and is more particularly described as follows:

LOTS 17, 18, 19, 20, 21, 22, 23, AND 24, BLOCK 42, OF TOWN OF BILLINGS, IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA, ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, UNDER DOCUMENT #16312.

The foregoing parcel shall be referred to as the “Stillwater Garage Parcel”.

- C. A pedestrian Skybridge connects the Stillwater Building on the Stillwater Building Parcel to the Stillwater Garage Parcel. CRMX is the Owner of the Skybridge and the Stillwater Garage Parcel. This Skybridge was approved by the City on June 18, 2018, pursuant to Resolution No. 18-10729. The Skybridge is generally defined as:

That Skybridge over the City street described as 26<sup>th</sup> Street, lying between the Stillwater Building Parcel and the Stillwater Garage Parcel. The Skybridge is approximately 98 feet long, 10 feet wide, and 10 feet tall.

- D. The City has entered into a purchase and sale agreement with WC for the purchase of the Stillwater Building Parcel.
- E. CRMX intends to transfer ownership of the Stillwater Garage Parcel and the Skybridge to WC.
- F. WC, CRMX, and the City enter into this Agreement for the purpose of defining their respective rights and duties with respect to the Skybridge.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

### **AGREEMENT**

1. **Permanent Easement.** CRMX grants to the City and its successors and assigns forever a permanent access easement for the City and its employees, guests, and invitees to use the Skybridge for the purpose of ingress and egress to and from the Stillwater Building Parcel over and through the Skybridge that connects to the Stillwater Garage Parcel. Through this easement, CRMX grants to the City and its successors and assigns, employees, guests, and invitees, access to and from the Stillwater Garage and the Stillwater Garage Parcel through the Skybridge. This easement shall be appurtenant to the Stillwater Building Parcel. For the purposes of this easement, the Stillwater Building Parcel is the “Dominant Estate” and the Stillwater Garage Parcel is the “Servient Estate”. This easement shall not be terminated without the express written consent of the owner(s) of the Stillwater Building Parcel.
2. **Skybridge Encroachment.** The Skybridge connects the Stillwater Garage Parcel to the Stillwater Building Parcel. The Skybridge encroaches upon and is attached to the Stillwater Building. The encroachment or “Encroachment Area” refers to that portion of the Skybridge that encroaches upon and attaches to the Stillwater Building as well as the support columns under the Skybridge on the east side of the Stillwater Building. The “Encroachment Area” means the specific area where the Skybridge attaches to the Stillwater Building and includes the connecting portions of both the Skybridge and the Stillwater Building as well as the support columns. The attached Exhibit A details the location and scope of the encroachment. WC and the City consent to the encroachment as depicted on Exhibit A and further grant CRMX and its successors and assigns an easement to construct, maintain, and use the Skybridge and Encroachment Area.
3. **Skybridge Maintenance.** CRMX covenants and agrees that CRMX and its successors and assigns shall keep and maintain the Skybridge and Encroachment Area and ensure that the

Skybridge is kept in good order and repair, consistent with a first-class office building in Billings, Montana. The cost of maintaining the Skybridge and Encroachment Area shall be borne entirely by CRMX and its successors and assigns, including but not limited to WC. The City and its successors and assigns acknowledge and agree that, subject to applicable laws and regulations, CRMX and its successors and assigns shall, at all times, have exclusive control over and responsibility for all aspects involving maintenance or construction of the Skybridge; however, in no event shall such maintenance or construction increase the scope of the encroachment or easement described in this Agreement.

4. **Maintenance of Encroachment.** CRMX and WC covenant and agree to reimburse the City for any and all costs to repair damage to the Stillwater Building caused by CRMX or WC's maintenance, or lack of maintenance, of the Skybridge or the Encroachment Area. The City covenants and agrees to reimburse WC for any and all costs to repair any damage to the Skybridge caused by the City or the City's maintenance of the Stillwater Building.

Neither party shall do or permit to be done any act or thing that would tend to jeopardize the structural, cosmetic, or architectural integrity of the Stillwater Building, the Skybridge, or the Stillwater Garage, nor shall they perform any act in relation to the Encroachment Area that would cause damage to any portion of the respective portions of the Skybridge or Stillwater Building.

5. **Security and Fire Suppression.** CRMX and its successors and assigns shall be responsible for all security, alarm systems, cameras, and fire suppression systems located in the Stillwater Garage and/or the Skybridge. All systems located within the Skybridge shall be independent of and from the Stillwater Building, with the exception of the fire suppression system which shall remain connected to the Stillwater Building. Accordingly, the alarms, cameras, data cables, electrical wiring, and other shared systems in the Skybridge shall not be connected to or operated from the Stillwater Building or any of the equipment or systems located in the Stillwater Building. CRMX shall remove and eliminate all connected systems between the Skybridge and the Stillwater Building, with the exception of the fire suppression system.
6. **Cost Reimbursement.** CRMX and its successors and assigns, including but not limited to WC, shall reimburse the City for its proportionate share of all costs of using and maintaining the fire suppression system that is part of the Skybridge. The proportionate share of costs to be paid by CRMX shall be determined by multiplying the total cost by a fraction, the numerator of which shall be the square footage of the Skybridge (980 square feet) and the denominator of which shall be the leasable square footage of the Stillwater Building (129,600 square feet) plus the square footage of the Skybridge (980 square feet). The City shall bill CRMX or its successor on an annual basis. The billing invoice shall itemize all costs included in calculation and the amount paid by the City and the amount to be paid by CRMX or its successor. CRMX or its successor shall pay the invoiced amount within forty (40) days of the invoice date.
7. **Control and Access to Stillwater Building.** The City shall have the exclusive right to limit or control access to the Stillwater Building through the Skybridge. The City may, in its sole and exclusive discretion, limit or prohibit access to the Stillwater Building through the Skybridge. Provided, however, the City shall generally keep the door between the Stillwater

Building and the Skybridge open during the City's normal business hours on days when the City is open for business in the Stillwater Building. The door from the Stillwater Building to the Skybridge shall be locked during those days and hours when the City Offices in the Stillwater Building are not open to the general public, including hours after closing, Saturdays, Sundays, and holidays. The City may lock the door to the Skybridge on a short-term basis for security, maintenance, or public safety purposes. Similarly, CRMX and its successors and assigns shall keep the door from the Skybridge to the Stillwater Garage open during general business hours when City offices in the Stillwater Building are open to the general public.

8. **Destruction or Damage of the Stillwater Building; Termination of Easement.** In the event the Stillwater Building is destroyed, damaged in a way that prevents occupancy, or razed, for any reason, the covenants, agreements, obligations, duties, or property interests, including easement interests granted to CRMX by this Agreement, shall terminate.

If CRMX and its successors and assigns fail to properly maintain the Skybridge consistent with a first-class office building located in Billings, Montana, then the City may provide a notice of default to CRMX or the current owner of the Stillwater Garage Parcel the ("Maintenance Notice"). If CRMX or the current owner of the Stillwater Garage Parcel fails to cure the maintenance default within sixty (60) days of receiving the Maintenance Notice, the City may provide an additional notice of the City's intention to terminate this Encroachment Agreement and all easements upon thirty (30) days additional notice. If CRMX or the current owner of the Stillwater Garage Parcel fails to cure the default after receiving a second Maintenance Notice, then the City may record a Notice of Termination with the two default notices attached. Upon the recording of the Default Notice, this Encroachment Agreement and all easements shall be terminated. In the event of termination, CRMX or the current owner of the Stillwater Garage Parcel shall cause the removal of the Skybridge within sixty (60) days and shall make all repairs to the Stillwater Building necessary or prudent to restore the integrity and appearance of the building. If CRMX or the current owner of the Stillwater Garage Parcel fails to timely remove the skybridge, the City may do so at the expense of CRMX or the current owner of the Stillwater Garage Parcel. In such event, CRMX or the current owner of the Stillwater Garage Parcel shall pay to the City 110% of the City's out of pocket costs plus interest from the date invoiced until paid at the legal rate of interest in the State of Montana.

9. **Easement and Covenants to Run with the Land.** Notwithstanding the foregoing provisions, the grant of the easements and covenants described herein shall run with the land and shall be binding on and shall inure to the benefit of the parties of this Agreement, and their respective successors or assigns.
10. **Indemnity.** Each of the parties agree to indemnify and to hold the other party harmless from and against any and all liability for personal injury or property damage when such injury or damage shall result from, arise out of, or be attributable to maintenance, repair, or access undertaken by the other party during the time this Agreement is in place. Neither party shall be required to indemnify the other party for such other party's intentional or negligent acts or omissions. Notwithstanding any other provisions contained herein, WC agrees that upon conveyance of the Skybridge by CRMX to WC, WC shall indemnify and hold harmless

CRMX, its members, agents and representatives from any further liability arising under the terms of the agreement including, but not limited to, the obligations set forth herein.

11. **Insurance.** CRMX and its successors and assigns, including but not limited to WC, shall maintain commercial general liability insurance covering (i) WC's liability with respect to the Skybridge; and (ii) any construction that WC may perform in connection with the Skybridge. Such insurance shall provide limits of not less than \$1,500,000 general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about the pedestrian Skybridge, in compliance with City Resolution No. 18-10729. WC shall name the City as additional insured under the insurance policy and such policy shall provide thirty (30) days' advance written notice to the City of any cancellation or reduction in coverage.
12. **Negligent Acts or Omissions.** If the negligent acts or omissions of the owners, agents, or employees of CRMX, WC or the City cause damage to or destruction of the Stillwater Building, the Skybridge, or the Encroachment Area, then such negligent party shall bear the entire cost of repair or reconstruction caused by the negligent acts or omissions. If either party to this Agreement fails or refuses to pay its share, or all costs in case of any negligent act or omission, the other party may perform the required repairs or restoration and shall be entitled to seek contribution from the negligent party. The party performing the repairs shall be entitled to recover attorney's fees along with all further and additional relief afforded under the law.
13. **Notices.** Any notice, consent, approval, waiver, or election that any party shall be required or permitted to make or give under this Agreement shall be in writing and shall be hand delivered, sent by First Class United States Mail, postage prepaid, or sent by email if accompanied by confirmation of receipt, with the original sent by First Class United States Mail, postage prepaid, to the respective parties at the addresses listed below:

|                     |                                                                                 |
|---------------------|---------------------------------------------------------------------------------|
| <b>To the City:</b> | City of Billings<br>c/o City Administrator<br>PO Box 1178<br>Billings, MT 59101 |
| Email:              | kukulskic@billingsmt.gov                                                        |
| Phone:              | 406-657-8433                                                                    |

With a copy to (but which shall not constitute notice to the City)

|        |                                                                            |
|--------|----------------------------------------------------------------------------|
|        | City of Billings<br>c/o City Attorney<br>PO Box 1178<br>Billings, MT 59101 |
| Email: | dahlg@billingsmt.gov                                                       |
| Phone: | 406-657-8205                                                               |

**To WC:** WC Commercial, LLC  
c/o Joseph W. Holden  
5404 Bundy Road  
Worden, MT 59088  
Email: joe@holden7.com  
Phone: 406-690-1394

With a copy to (but which shall not constitute notice to WC)

Hendrickson Law Firm PC  
c/o Mark E. Noennig  
208 North Broadway, Suite 324  
Billings, MT 59101  
Email: mark@hendricksonlawmt.com  
Phone: 406-245-6238

**To CRMX:** CRMX-233, LLC  
c/o Max Hansen  
8 South Idaho Street, Ste A.  
Dillon, MT 59725  
Email: maxh@accruit.com  
Phone: 406-660-4206

With a copy to (but which shall not constitute notice to CRMX)

Hendrickson Law Firm PC  
c/o Mark E. Noennig  
208 North Broadway, Suite 324  
Billings, MT 59101  
Email: mark@hendricksonlawmt.com  
Phone: 406-245-6238

Except as otherwise provided in this Agreement, the parties shall provide at least seven (7) days advance notice of any fact or circumstance affecting the terms and conditions of this Agreement, or where notice is otherwise required under this Agreement.

14. **Binding Effect.** This Agreement, and the terms, conditions and covenants described herein, shall be binding on and shall inure to the benefit of The City of Billings', CRMX-233,LLC, and WC's successors and assigns, and any person or entity that at any time hereafter shall become the owner of the Stillwater Building Parcel, the Stillwater Garage Parcel, and/or the Skybridge, or portion thereof.
15. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Montana.
16. **Attorney's Fees.** In the event it shall be necessary for any Party to place this Agreement in the hands of an attorney for the enforcement of any of such Party's rights hereunder or for the recovery of any monies due to any such owner hereunder, and if it is necessary for them to bring suit for the enforcement of such rights or such recovery, the prevailing Party in such suits

shall recover from the unsuccessful Party all costs of court, reasonable attorney's fees and any other relief authorized by law.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.
18. **Severability.** Invalidation of any one of the provisions or covenants herein by judgment or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.
19. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

DATED this \_\_\_\_ day of October, 2021.

[Signature Pages to Follow]



**CITY OF BILLINGS, MONTANA**

\_\_\_\_\_  
By: William A. Cole  
Its: Mayor

STATE OF MONTANA                    )  
                                                  ss.  
County of Yellowstone                )

This instrument was acknowledged before me on this \_\_\_\_ day of October, 2021, by William A. Cole, Mayor of **The City of Billings.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public for the State of Montana  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**WC COMMERCIAL, LLC,**  
An Alaska limited liability company

\_\_\_\_\_  
By: Joseph W. Holden  
Its: Member

STATE OF MONTANA                    )  
County of Yellowstone                )

This instrument was acknowledged before me on this \_\_\_\_ day of October, 2021, by Joseph W. Holden, Member of **WC Commercial, LLC.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public for the State of Montana  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT A – LOCATION AND SCOPE OF ENCROACHMENT

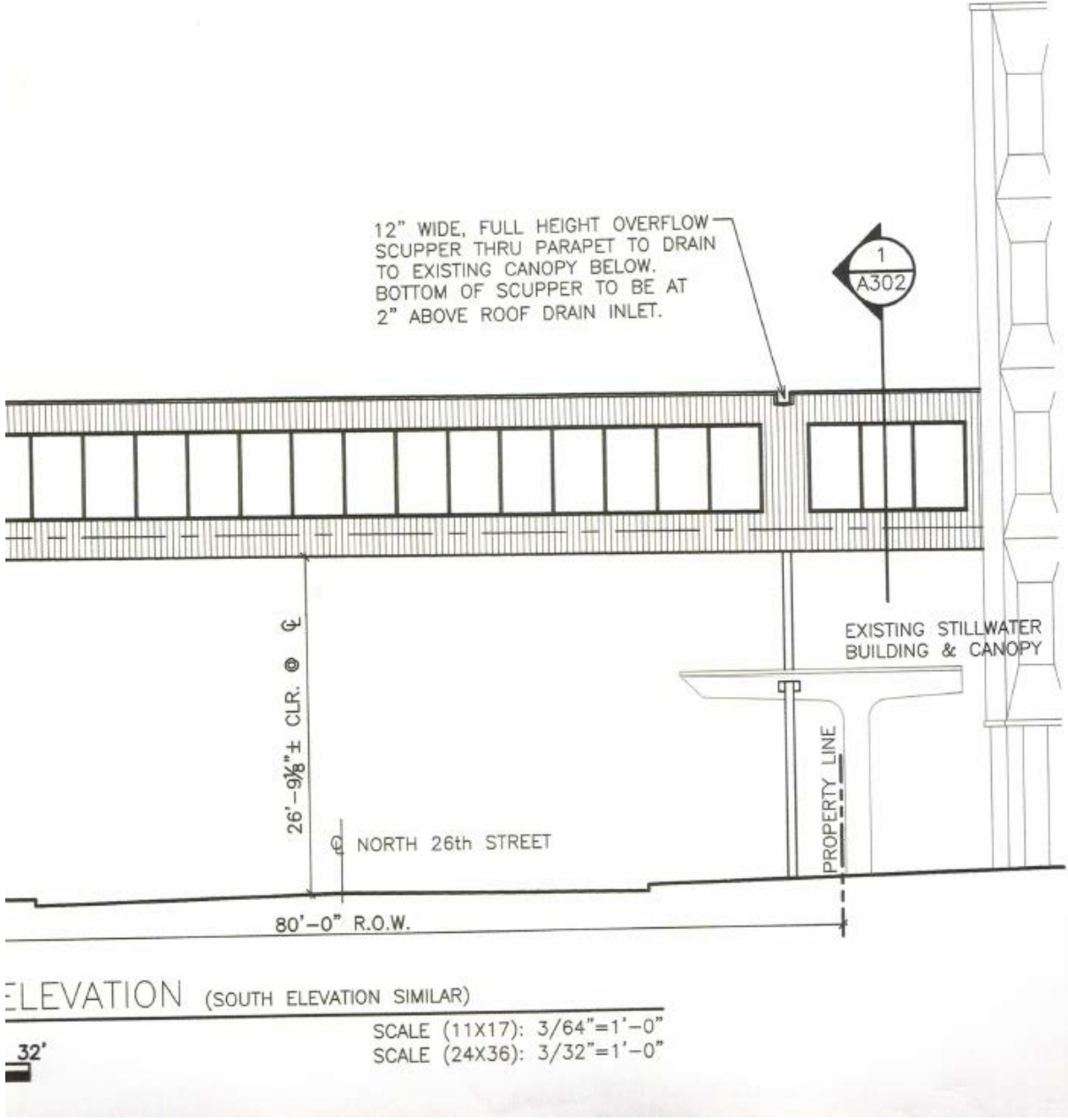


EXHIBIT B – LOCATION OF MUNICIPAL WATER HOOK-UPS FOR THE FIRE SYSTEM



4834-2522-1373, V. 1  
4851-2942-9757, V. 1  
4851-2942-9757, V. 1  
4826-9719-2189, V. 1  
4826-9719-2189, V. 1

EXHIBIT F – AGREEMENT FOR PEDESTRIAN SKYWAY

[SEPARATELY ATTACHED]

Upon recording, return to:  
Doug James  
Moulton Bellingham PC  
P.O. Box 2559  
Billings, MT 59103-2559  
Telephone (406) 248-7731

## **AGREEMENT FOR PEDESTRIAN SKYWAY**

This Agreement is made and entered into by and between **WC COMMERCIAL, LLC**, an Alaska limited liability company, (“**WC**”), **CRMX-233, LLC**, a Montana limited liability company, (**CRMX**), and **THE CITY OF BILLINGS, MONTANA**, (“**City**”).

### **RECITALS**

- A. WC is the owner of certain real property located in Yellowstone County, Montana, which is referred to as the “Stillwater Building”, and is more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block 43, of the Original Town (Now City) of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 16312.

Together with all rights in and to lands lying in streets, alleys and roads adjoining the real property and all buildings, fixtures and improvements thereon and all water and ditch rights, rights of way, tenements, hereditaments, privileges and appurtenances thereto, now owned or hereafter acquired, however evidenced, used or enjoyed with said property.

The foregoing parcel shall be referred to as the “Stillwater Building Parcel”.

- B. CRMX is the owner of certain real property located in Yellowstone County, Montana, which is referred to as the “Stillwater Garage”, and is more particularly described as follows:

LOTS 17, 18, 19, 20, 21, 22, 23, AND 24, BLOCK 42, OF TOWN OF BILLINGS, IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA, ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, UNDER DOCUMENT #16312.

The foregoing parcel shall be referred to as the “Stillwater Garage Parcel”.

- C. CRMX applied for a permit to construct and maintain a pedestrian Skyway between the Stillwater Garage and the Stillwater Building. CRMX owns the Stillwater Garage as well as the Skyway.
- D. CRMX intends to transfer ownership of the Stillwater Garage Parcel and the Skyway to WC. Accordingly, WC shall be the successor and assignee of CRMX with respect to the Permit.
- E. The City issued a Permit for the construction and maintenance of a Skyway between the Stillwater Building and the Stillwater Garage, (the "Permit"). The Application for a Permit was approved by the Billings City Council on June 11, 2018 through Resolution No. 18-10729. CRMX was the Permittee under the Permit.
- F. The Parties enter into this Agreement in order to make the terms and conditions of the Permit applicable to WC (as the successor and assignee of CRMX, the current owner) and so that those terms and conditions will run with the land.

## **AGREEMENT**

**NOW THEREFORE**, WC, CRMX, and the City agree as follows:

1. **TERM.** This Agreement shall be in force and effect from the date of the Permit (June 11, 2018) for a term of twenty (20) years and thereafter until either the removal of the pedestrian skyway or termination of the permit by the City upon sixty (60) days' written notice to the Permittee, as provided below.
2. **CONSTRUCTION AND MAINTENANCE PERMIT.** The pedestrian skyway hereafter constructed pursuant to the Permit shall be erected and maintained within the guidelines of Section 6-903 of the Billings, Montana City Code (BMCC).
3. **REVOCATION.** The Permit may be revoked by the City with good cause after the expiration of the initial term, upon sixty (60) days' written notice to Permittee, at the address shown in the application hereto attached, but the City reserves the right to revoke the Permit at any time upon failure to cure defaults listed in such sixty (60) day notice in the event Permittee breaks any of the conditions or terms set forth herein. "Good cause" means the City's proposed change in use of the right of way to a use inconsistent with existence of the skyway.
4. **BINDING COVENANT.** This Agreement and the Permit and conditions therein shall run with the land, binding the owners of the buildings connected by the pedestrian skyway, and their successors and assigns, to comply with the terms of the permit. Accordingly, this Agreement shall be recorded in the real estate records of Yellowstone County, Montana with respect to both the Stillwater Building Parcel and the Stillwater Garage Parcel.

5. **CHANGES IN STREET.** If City changes the street necessitating changes in structure or installations installed under the Permit, Permittee, or its successors and assigns, including but not limited to WC, shall make necessary changes without expense to City.
6. **CITY SAVED HARMLESS FROM CLAIMS.** The Permittee shall at all times during the continuance of the permit indemnify and hold the City harmless of and from all claims, demands, actions and liability of any kind whatsoever for damage to persons or property resulting from the construction, use or maintenance of skyway in the public right-of-way. The Permittee shall obtain prior to commencement of construction of the skyway and maintain at all times thereafter until the termination of the permit, for the mutual benefit of the Permittee and the City, general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about the pedestrian skyway, such insurance to afford protection to limits as prescribed by Council Resolution, and to be issued by a company or companies licensed to do business in the state. Such policies shall provide that such insurance cannot be cancelled without prior written notice to the City.
7. **PROTECTION OF TRAFFIC.** Insofar as the interests of the City and the traveling public are concerned, all work performed under the Permit shall be done under the supervision of the City Engineer of the City of Billings and his authorized representatives, and he/they shall indicate barriers to be erected, the lighting thereof at night, placing of flagmen and watchmen, manner in this traffic is to be handled, shall specify to Permittee new road surfaces to be replaced if disturbed during operations, but said supervision shall in no way operate to relieve or discharge Permittee from any of the obligations assumed by acceptance of the Permit, and especially those set forth under Section 6, hereof.
8. **STREET AND DRAINAGE.** If the work done under the Permit interferes in any way with the drainage of the City streets or alleys affected, Permittee shall, at their own expense, made such provisions as the City may direct to take care of drainage.
9. **RUBBISH AND DEBRIS.** Upon completion of work contemplated under the Permit, all rubbish and debris shall be immediately removed and the roadway and roadside left in a neat and presentable condition satisfactory to the City.
10. **WORK TO BE SUPERVISED BY THE CITY.** All work contemplated under the Permit shall be done under the supervision of, and to the satisfaction of, an authorized representative of the City, and the City hereby reserves the right to order the change of location or removal of any structure or installation authorized by the Permit at any time, said changes or removal to be made at the sole expense of the Permittee.
11. **CITY RIGHT NOT TO BE INTERFERED WITH.** All such changes, reconstruction or relocation shall be done by Permittee in such a manner as will cause the least interference with any of the City's work, and the City shall not be liable for any damage to the Permittee by reasons of any such work by the City, its agents, contractors or representatives, or by the installations or structures placed under the Permit.

12. **REMOVAL OF INSTALLATIONS OR STRUCTURES.** Unless waived by the City upon termination of the Permit, within a reasonable amount of time, not to exceed sixty (60) days, after termination, the Permittee shall remove the installations or structures contemplated by the Permit and restore the premises to the condition existing at the time of entering upon the same under the Permit, reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the Permittee has no control, excepted.
13. **MAINTENANCE AT EXPENSE OF PERMITTEE.** The pedestrian skyway shall at all times be maintained in good condition, both interior and exterior, by the Permittee, without expense to the City.
14. **CITY NOT LIABLE FOR DAMAGE TO INSTALLATIONS.** In accepting the Permit, the Permittee agrees that the City will not be held liable for any damage or injury done to said installations or structures by any City employee engaged in construction, alteration, repair, maintenance or improvement of the City street or alley.
15. **CITY TO BE REIMBURSED FOR REPAIRING ROADWAY.** Upon being billed therefore, Permittee agrees to promptly reimburse the City for any expense incurred in repairing surface of roadway due to settlement at installation, or for any damage to roadway or structure as a result of the work performed under the Permit.
16. **OTHER CONDITIONS AND/OR REMARKS.** If this encroachment involves excavation in the public right-of-way, (1) a licensed and bonded contractor must obtain a right-of-way permit from the City Engineer's Office prior to start of work; and (2) Permittee must maintain a subscription to Montana One-Call System for locating utility lines and underground facilities.
17. **ASSIGNMENT.** The City consents to CRMX, as the Permittee, assigning the Permit to WC in connection with the transfer of ownership of the Stillwater Garage Parcel and the Skyway. WC and each successive owner assume all of the duties, obligations, and responsibilities of the original Permittee (CRMX) under the Permit. Upon transfer of the real property (the Stillwater Garage Parcel), WC shall be the Permittee with respect to the Permit. If the Stillwater Garage Parcel is subsequently transferred, each successive owner shall be the Permittee under the Permit and shall thereby assume all of the duties, obligations, and responsibilities of the original Permittee hereunder. Upon such assignment, WC agrees that it shall indemnify and hold harmless CRMX, its members, agents and representatives from any further liability arising under the terms of the agreement including, but not limited to, the obligations set forth in paragraph 6 above.
18. **INSURANCE.** The Permittee (CRMX) and its successors and assigns shall obtain and maintain at all times until the termination of the Permit, for the mutual benefit of the permittees and the City, general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about the pedestrian skyway, with minimum limits of \$1,500,000 each occurrence, naming the City as an additional insured. The insurance shall be issued by a company or companies licensed to do business in the state.

Such policies shall provide that such insurance cannot be cancelled without prior written notice to the City.

19. NOTICES. Any notice, consent, approval, waiver, or election that any party shall be required or permitted to make or give under this Agreement shall be in writing and shall be hand delivered, sent by First Class United States Mail, postage prepaid, or sent by email if accompanied by confirmation of receipt, with the original sent by First Class United States Mail, postage prepaid, to the respective parties at the addresses listed below:

**To the City:** City of Billings  
c/o City Administrator  
PO Box 1178  
Billings, MT 59101  
Email: kukulskic@billingsmt.gov  
Phone: 406-657-8433

With a copy to (but which shall not constitute notice to the City)

City of Billings  
c/o City Attorney  
PO Box 1178  
Billings, MT 59101  
Email: dahlg@billingsmt.gov  
Phone: 406-657-8205

**To WC:** WC Commercial, LLC  
c/o Joseph W. Holden  
5404 Bundy Road  
Worden, MT 59088  
Email: joe@holden7.com  
Phone: 406-690-1394

With a copy to (but which shall not constitute notice to WC)

Hendrickson Law Firm PC  
c/o Mark E. Noennig  
208 North Broadway, Suite 324  
Billings, MT 59101  
Email: mark@hendricksonlawmt.com  
Phone: 406-245-6238

**To CRMX:** CRMX-233, LLC  
c/o Max Hansen  
8 South Idaho Street, Ste A.  
Dillon, MT 59725  
Email: [maxh@accruit.com](mailto:maxh@accruit.com)  
Phone: 406-660-4206

With a copy to (but which shall not constitute notice to CRMX)

Hendrickson Law Firm PC  
c/o Mark E. Noennig  
208 North Broadway, Suite 324  
Billings, MT 59101  
Email: mark@hendricksonlawmt.com  
Phone: 406-245-6238

Except as otherwise provided in this Agreement, the parties shall provide at least seven (7) days advance notice of any fact or circumstance affecting the terms and conditions of this Agreement, or where notice is otherwise required under this Agreement. In the event of any change of ownership of the Stillwater Garage Parcel and the Skyway, the Permittee, or its successor, shall provide written notice of the transfer to the City along with the name, address, e-mail address and telephone number of the successor owner.

DATED at Billings, Montana, this \_\_\_\_ day of October, 2021.

[SIGNATURE PAGES FOLLOW]

The undersigned, the "Permittee" mentioned in the foregoing instrument, hereby accepts this Agreement, together with all of the terms and conditions set forth therein.

CRMX-233, LLC  
By: Accruit Equity Acquisitions, LLC,  
Sole Member

By: \_\_\_\_\_  
Max A. Hansen  
Its: Executive Vice President

STATE OF MONTANA )  
 : ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of October, 2021, before me, the undersigned, personally appeared Max Hansen, known to me to be Executive Vice President of Accruit Equity Acquisitions, LLC, sole member of CRMX-233, LLC, and acknowledged to me that he executed the within instrument on behalf of said limited liability company, having first been authorized to do so.

\_\_\_\_\_  
Notary Public for the State of Montana

The undersigned, the "Permittee" mentioned in the foregoing instrument, hereby accepts this Agreement, together with all of the terms and conditions set forth therein.

WC COMMERCIAL, LLC

By: \_\_\_\_\_  
Joseph W. Holden  
Its: Member

STATE OF MONTANA                    )  
                                                  : ss.  
County of Yellowstone                )

On this \_\_\_\_\_ day of October, 2021, before me, the undersigned, personally appeared Joseph W. Holden, known to me to be a Member of WC Commercial, LLC, and acknowledged to me that he executed the within instrument on behalf of said limited liability company, having first been authorized to do so.

\_\_\_\_\_  
Notary Public for the State of Montana

CITY OF BILLINGS, MONTANA

By: \_\_\_\_\_  
Mayor, William A. Cole

STATE OF MONTANA                    )  
                                                  : ss.  
County of Yellowstone                )

This instrument was acknowledged before me on this \_\_\_\_ day of October, 2021, by William A. Cole, Mayor of the City of Billings.

\_\_\_\_\_  
Notary Public for the State of Montana