



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

**CITY COUNCIL
REGULAR BUSINESS MEETING**

AGENDA

COUNCIL CHAMBERS

JANUARY 10, 2022

5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Mayor Cole

ROLL CALL: Councilmembers present on roll call were: Shaw, Gulick, Neese, Owen,
 Joy, Choriki, Purinton, Tidswell, Boyett, Rupsis

MINUTES:

- December 13, 2021
- December 20, 2021

COURTESIES:

- **Police Department** - *(Chief St. John)*

PROCLAMATIONS:

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1, 3b and 5 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. Bid Awards:

1. **Rose Park Pool PVC Liner Replacement.** (Opened 12/7/21). Recommend RenoSys Corp.; \$149,537.
 2. **W.O. 22-16: WRF Heat Exchangers.** (Opened 12/21/21). Recommend rejecting all bids.
 3. **W.O. 22-25: CCTV City Storm Drain.** (Opened 12/21/21) Recommend Tru Pipe, Inc.; \$185,550.10.
 4. **W.O. 22-26: WTP Sediment Hauling.** (Opened 12/21/21) Recommend Winkler Excavating; \$139,600.
 5. **W.O. 22-99: Annual City-Wide Traffic Signal Controller Upgrade.** (Opened 12/21/21) Recommend Altitude Signal, LLC; \$212,215.
- B. Amendment No. 29,** with Morrison-Maierle, Inc. for Engineering Services for the MET Transit Driver Training Lot Project; \$151,347.
- C. MET Transit Agency Safety Plan Update.**
- D. Amend Park Development Council (APDC) 2022 proposed annual budget and fee structure.**
- E. Certificate of Survey** for the property located at 6014 South Billings Boulevard, the expansion of the Billings Operations Center campus, and authorization for the Mayor to sign.
- F. Donations** to the Billings Public Library for the Teen Tech Lab; Library Foundation - \$2,000; Humanities Montana - \$500.
- G. Donations** to the Billings Police Department for Shop with a Cop Program; Police K-9 Program and Operations, from various donors; \$57,746.48.
- H. Donation** to the Billings Fire Department to upgrade emergency response equipment from ExxonMobil Pipeline Company; \$2,500.
- I. Grant Award** from the State of Montana Department of Justice to the Billings Police Department K-9 Unit; \$15,000.
- J. Resolution** authorizing staff to apply for American Rescue Plan Act (ARPA) Competitive Grant Funds and authorization for the Mayor to sign a financial commitment letter for each submitted project.
- K. Second/Final Reading Ordinance** amending Article 7-1800, Billings, Montana City Code (BMCC), Cable System Franchise, TDS Metrocom, LLC.
- L. Second/Final Reading Ordinance** expanding Ward III (Annexation 21-12): a parcel located south of the South Frontage Road and east of East Lane.
- M. Second/Final Reading Ordinance** expanding Ward III (Annexation 21-13): a parcel located south of Elysian Road.

N. Bills for the Weeks of:

1. November 29, 2021
2. December 6, 2021
3. December 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 SPECIAL REVIEW 991:** a special review to establish a bar and casino in an existing building located at 1225 Muldowney Lane in a Corridor Mixed Use 2 (CMU2) zone district. OED, LLC, owner; Performance Engineering, agent. Zoning Commission recommends conditional approval and adoption of the findings of the 9 review criteria. (Action: approval or disapproval of Zoning Commission recommendation.) ***Quasi-Judicial**

- *Presented by: Nicole Cromwell, Zoning Coordinator*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony and review of the Zoning Commission's recommendation for conditional approval and adoption of the findings of the 9 review criteria, I move to approve Special Review 991.

3. **ALKALI TIMBERS, LLC, PROPERTY:**

a. **JOINT PUBLIC HEARING FOR ANNEXATION 21-14 AND ZONE CHANGE 1003:**

- i. **RESOLUTION FOR ANNEXATION 21-14:** a parcel located west of Alkali Creek Road. David and Ali Mitchell petitioner. Staff recommends conditional approval. (Action: approval or disapproval of staff recommendation.) *** Quasi-Judicial**

- *Presented by: Monica Plecker, Planning Division Manager*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony I move to conditionally approve Annexation 21-14, as recommended by staff.

- ii. **FIRST READING ORDINANCE FOR ZONE CHANGE 1003:** a zone change for a new Planned Neighborhood Development for 104.42 acres of land to be annexed in three phases south of Alkali Creek Road, north and east of the Billings Airport, and west of Foothill Drive. Alkali Timbers, LLC, owner; IMEG, Kolten Knatterud, P.E. and Anna Vickers, agents. 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 a public hearing, considered written and spoken public testimony I move to approve Zone Change 1003 and adopt the findings of the 10 criteria, as recommended by the Zoning Commission.

- b. **DEVELOPMENT AGREEMENT** with Alkali Timbers, LLC, for improvements along Alkali Creek Road south Skyway Drive. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

• *Presented by: Debi Meling, Public Works Director*

Recommended Motion: I move to approve the Development Agreement with Alkali Timbers, LLC, as recommended by staff.

- c. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward I to include recently annexed property in Annexation 21-14: a parcel located west of Alkali Creek Road. David and Ali Mitchell, owners. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

• *Presented by: Monica Plecker, Planning Division Manager*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the First Reading Ordinance expanding the boundaries of Ward I, as recommended by staff.

4. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Sections 2-211 and 2-226, Billings, Montana City Code (BMCC), Council Meeting Dates. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

• *Presented by: Gina Dahl, City Attorney*

Recommended Motion: Having heard written and spoken testimony, I move to approve first reading ordinance amending Sections 2-211 and 2-226, Billings, Montana City Code (BMCC), Council Meeting Date as recommended by staff.

5. **NOMINATION AND ELECTION OF DEPUTY MAYOR PRO TEMPORE.** Staff recommends City Council nominate and elect a Deputy Mayor Pro Tempore. (Action: approval or disapproval of staff recommendation)

• *Presented by: Chris Kukulski, City Administrator*

Recommended Motion: I move to nominate and elect, Councilmember XXXXX as Deputy Mayor Pro Tempore.

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, 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: 01/10/2022
Title: Rose Park Pool PVC Liner Replacement
Presented by: Mike Whitaker, Parks, Recreation & Public Lands Director
Department: Parks/Rec/Public Lands
Presentation: No

RECOMMENDATION

Staff recommends Council approve the contract with RenoSys Corp. for \$149,537.00 to replace the PVC pool liner at the Rose Park Pool.

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

The pool liner at Rose Pool was last replaced in 2011 and is nearing the end of its life expectancy. The average pool liner is expected to last 10 years. In FY 2022 the approved CIP included \$150,000 for the pool liner replacement. Invitation for sealed bids was advertised and bids were opened on December 7, 2021. There were two bids submitted, RenoSys Corp. with a bid of \$149,537.00 and Natare Corp. with a bid of \$165,290.00.

ALTERNATIVES

City Council may:

- Approve the contract with RenoSys Corp; or,
- Not Approve the contract and provide staff with additional guidance.

FISCAL EFFECTS

The FY22 CIP and Parks and Recreation budget included up to \$150,000 for this replacement from the Park District Fund.

City Council Regular

Date: 01/10/2022
Title: W.O. 22-16: WRF Heat Exchangers
Presented by: Debi Meling
Department: Public Works
Presentation: No

RECOMMENDATION

Staff recommends City Council reject the one bid received for W.O. 22-16, WRF Heat Exchangers.

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

W.O. 22-16 WRF Heat Exchanger project includes the purchase of three (3) new Digester Heat Exchangers for the Water Reclamation Facility (WRF). The existing heat exchangers were installed in 1984 and are a critical part of providing service to the WRF operation. The heat exchangers operate in a corrosive and abrasive environment and the replacement is a scheduled maintenance activity.

The project was advertised on December 3, December 10, and December 17, 2021, in the Yellowstone County News and on the City's website. Bids were opened on December 21, 2021 and one bid was received from Evoqua Water Technologies. The bid included heat exchangers that were not glass lined which was an essential requirement for this equipment. Because of this, the sole bid did not meet project specifications and was considered non-responsive. Staff will review project specifications and re-bid the project early in 2022.

ALTERNATIVES

City Council may:

- Reject all bids. Because the bid does not provide the necessary equipment, there are no alternatives to rejecting the bids.

FISCAL EFFECTS

The following bid was received:

Contractor	Base Bid
Evoqua Water Technologies (non-responsive)	\$283,850.00

The funding for this project was budgeted in the FY22 waste water operations and maintenance fund in the amount of \$500,000.

City Council Regular

Date: 01/10/2022
Title: W.O. 22-25: CCTV City Storm Drain
Presented by: Debi Meling
Department: Public Works
Presentation: No

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 22-25: CCTV City Storm Drain to Tru Pipe, Inc., in the amount of \$185,550.10.

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

W.O. 22-25: CCTV City Storm Drain, is intended to provide in-pipe video inspection and reporting of approximately 180,000 lineal feet of storm drain mains, manholes, and storm inlet lateral pipes. The purpose of the project is to assess the integrity of the storm drain system, record pipe size and type, document sediment levels, and facilitate creating accurate maps/data that can be incorporated into the GIS system utilized by multiple City departments. Currently, the condition, pipe type, and location of many of the storm drain pipes and structures is unknown. The goal is to systematically video the storm drains to get an overall assessment of the entire storm drain system. Accurate assessment allows targeted maintenance and repair solutions. Furthermore, this data can also be utilized as additional base information for the storm water program.

The project was advertised on December 3, December 10, and December 17, 2021, in the Yellowstone County News and on the City's website. Bids were opened on December 21, 2021 and five (5) bids were received. Tru Pipe, Inc. submitted the lowest, responsible bid.

ALTERNATIVES

City Council may:

- Award W.O. 22-25: CCTV City Storm Drain to Tru Pipe, Inc., in the amount of \$185,550.10; or
- Do not award a contract and reject all bids. If the project is not awarded, the integrity of many of the storm drains will remain unknown and the City will not be able to proactively repair or replace damaged storm drain facilities which could cause property damage or flooding.

FISCAL EFFECTS

The following bids were received:

Contractor	Bid Amount
Badger Daylighting Corp.	\$285,757.25

National Power Rodding Corp.	\$263,673.35
Pace	\$213,303.89
Trenchless Solutions	\$453,205.50
Tru Pipe, Inc.	\$185,550.10

The project was budgeted in FY22 using storm drain funds. There is sufficient budget to award this contract.

City Council Regular

Date: 01/10/2022
Title: W.O. 22-26: WTP Sediment Hauling
Presented by: Debi Meling
Department: Public Works
Presentation: No

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 22-26: WTP Sediment Hauling, to Winkler Excavating, in the amount of \$139,600.

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

W.O. 22-26: WTP Sediment Hauling, will remove sediment from the drying ponds at the Water Treatment Plant. Water from the Yellowstone River enters the sedimentation basins where the water is treated to remove sediment. Throughout the year, sediment accumulates in the basins and must be removed. Every year Water Treatment Plant staff dredges the sediment from the sedimentation basins so that the intake from the Yellowstone River remains open. The dredged material is placed in the drying ponds to dry and is later removed to provide capacity for the next years' dredging operations.

The project was advertised on December 3, December 10, and December 17, 2021, in the Yellowstone County News and on the City's website. Bids were opened on December 21, 2021 and nine (9) bids were received. Winkler Excavating, Inc submitted the lowest, responsible bid.

ALTERNATIVES

City Council may:

- Award W.O. 22-26: WTP Sediment Hauling, to Winkler Excavating, Inc. in the amount of \$139,600; or
- Do not award a contract and reject all bids. If the project is not awarded, the sediment in the drying ponds will accumulate to the point where there won't be adequate room for the dredged material from the sediment basins. If the sediment basins can't be dredged, silt from the river may plug the raw water intake not allowing enough water to reach the Water Treatment Plant.

FISCAL EFFECTS

The following bids were received:

Contractor	Bid Amount
Askin Construction LLC	\$152,550.00
Black Canyon LLC	\$234,096.00
Donnes Inc.	\$185,000.00

Knife River Billings	\$160,150.00
Martin Construction, Inc.	\$255,470.11
MP Environmental Services	\$209,850.00
Olympus Technical Services, Inc	\$166,830.00
Weave Construction	\$198,440.00
Winkler Excavating, Inc.	\$139,600.00

The project was budgeted in FY22 using water operation and maintenance funds. There is sufficient budget to award this contract.

City Council Regular

Date: 01/10/2022
Title: W.O. 22-99: Annual City-Wide Traffic Signal Controller Upgrade
Presented by: Debi Meling
Department: Public Works
Presentation: No

RECOMMENDATION

Staff recommends that the City Council approve the purchase of W.O. 22-99: Traffic Controller Equipment from Altitude Signal, LLC, in the amount of \$212,215.00.

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

This action is for the annual purchase of traffic controller equipment. City staff issued a Request for Proposals (RFP) to upgrade the system and responses were received from traffic signal suppliers on W.O. 13-09 City-Wide Traffic Signal Controller Upgrade on May 15th, 2013. The proposals outlined each vendor's equipment (including cost), software, implementation plan, training capabilities, experience, and on-call support. Based on the RFPs, the City started an annual project to upgrade the signal controllers and equipment that was approved by the City Council on June 24, 2013. The memo outlined 15 years for the process. Since the RFP, the City has upgraded 70+ intersections with new signal controllers, cabinets, detection, and communication.

Selecting one signal supplier and its equipment allows the signal controllers the capability of enhanced communication and functionality to increase the efficiency of the traffic signal system. Having common controllers is critical to the communication between each individual controller and the software package such that the traffic signals can be fully utilized to integrate more complex traffic solutions. In addition, having a singular controller supplier will allow traffic technicians to become "experts" of the product and eliminate unnecessary spare parts for other controller systems. This allows the controllers to become more interchangeable and easier to maintain. Overall, by selecting a single signal supplier, the traffic signal system becomes more efficient, easier to maintain, and will decrease traffic delay time, lower gas emissions, and lower travel commute times for the public. Public Works has programmed funds over the next several years to do full replacement of the remaining City owned traffic signal controllers.

The purpose of this Council action is to continue with the upgrade of additional intersections over the coming year. The City received a cost quotation for the necessary equipment that will be installed by City staff. The quote from Altitude Signal, LLC for the equipment and the sole source justification form is attached to this memo.

ALTERNATIVES

City Council may:

- Approve the purchase order of traffic signal equipment with Altitude Signal, LLC; or,
- Not approve the purchase order of traffic signal equipment with Altitude Signal, LLC. If the purchase order is not approved, the existing traffic signals will not be upgraded.

FISCAL EFFECTS

The purchase order for traffic signal equipment with Altitude Signal, LLC is for \$212,215.00 and will be paid out of gas tax funds. There is sufficient budget to purchase this equipment.

Attachments

Signal Sole Source Information

Signal Equipment Quote



City of Billings
Justification for Sole Source Provider

Date: 12/23/2021

Vendor: Altitude Signal, LLC

Requestor Name: Dakota Martonen

Contact: Alec Meyerhoff

Department: Public Works

Phone #: 888-342-0748

Division: Engineering

Email: ameyerhoff@altitudesignal.com

Phone #: 406-237-6289

Amount: \$ 212,215.00

Scope of Work or Product:

See attached invoice detailing itemized list.

Reason for requesting sole source: (please check all that apply and supply necessary information)

[X] Item must match existing equipment because traffic signal equipment is better maintained and stocked when equipment matches from intersection to intersection. The equipment is also needed to stay integral with the computer software used in monitoring the traffic. This equipment was selected based on a "Request for Proposals" submitted on May 15, 2013.

[] Item is a repair part for existing equipment OR item is to be attached to existing equipment.

Name of existing equipment: Click here to enter text.

[] Technical characteristics of requested item are essential to our needs because Click here to enter text.

[] Product is proprietary; no other manufacturer of this type of product exists.

[] Only known vendor to service or provide this type of product in this region.

[] Other manufacturers of this type of product do not meet our requirements: Manufacturer's Name: Click here to enter text.

Reason: Click here to enter text.

Manufacturer's Name: Click here to enter text.

Reason: Click here to enter text.

[] Product is being purchased through State of Montana Contract #: Click here to enter text.

[] Other reason not listed above: Click here to enter text.

Please attach all appropriate documents and forward. Thank you.



ALTITUDE
SIGNAL, LLC

PO Box 1897
Loveland, CO 80539
(970) 461-4922
sales@altitudesignal.com

Quote

Date	Quote #
12/22/2021	Q002733

Bill To

City of Billings
4848 Midland Road
Billings, MT 59101
martonend@billingsmt.gov

Ship To

City of Billings
Attn: John Strub
4848 Midland Road
Billings, MT 59101
(406) 657-8264

Project	Terms	FOB	Rep	Delivery
Cabinets	Net 30	Destination	AM	90-120 Days ARO

Qty	Description	Unit Cost	Total
2	M Cabinet, City of Billings Spec with LED Lighting & Heater Includes: Trafficware M Cabinet, TS2 Adapter Cable, 16ch MMU, Power Supply, (2) BIU, (16) Load Switch, Flasher, (6) Flash Transfer Relay, (12) Jumper	15,630.00	31,260.00
7	P Cabinet, City of Billings Spec with LED Lighting & Heater Includes: Trafficware P Cabinet, TS2 Adapter Cable, 16ch MMU, Power Supply, (2) BIU, (16) Load Switch, Flasher, (6) Flash Transfer Relay, (12) Jumper	15,215.00	106,505.00
16	980ATC Controller, TS2 Type 2, 110VAC, no FSK, Ethernet, USB, 4 Ports, v76	3,575.00	57,200.00
16	ATMS.now Intersection License	500.00	8,000.00
16	One Time Quantity Discount for Controllers	-200.00	-3,200.00
10	EtherWAN EW75000-13MP Hardened (-40°C - 75°C) Managed IP67 Single Band 802.11ac, Wireless Access Point with 5GHz/19dBi Internal Panel Antenna. Powered by 802.3af/at PoE	1,195.00	11,950.00
10	Tycon 48V 16.8W Gigabit Active PoE Power Inserter	50.00	500.00

Notes:

- 1) Pricing includes Freight

Subtotal	\$212,215.00	Sales Tax (0.0%)	\$0.00	Total	\$212,215.00
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Notes:

- 1) This quote is for material only, installation charges or applicable taxes are not included unless otherwise noted above.
- 2) If tax exemption applies, provide number or resale certificate with purchase order.
- 3) Material inaccuracies or damage must be reported within 30 days of receipt or additional fees may apply

City Council Regular

Date: 01/10/2022
Title: Amendment No. 29, Morrison-Maierle, Inc. for Engineering Services for the MET Transit Driver Training Lot Project
Presented by: Rusty Logan
Department: Transit
Presentation: No

RECOMMENDATION

Staff recommends the City Council approve Amendment 29 with Morrison-Maierle, Inc. for the engineering services associated with the MET Transit driver training lot project for the amount of \$151,347.

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

On April 10, 2017 the City Council approved a five-year contract with Morrison-Maierle, Inc. to provide for the Aviation and Transit Department's engineering needs including project designs, surveys for the development of the project plans, and contract administration following the design criteria required by the Federal Transit Administration and the Federal Aviation Administration. The five-year term contract is amended each time a project is undertaken. Amendment 29 for \$151,347 will provide the final design and specifications, bidding process, survey, and construction management for the MET Transit Driver Training Lot project; this lot is located to the west of the METroplex, the primary MET Transit facility. This training lot is being constructed to provide a dedicated area for the training of transit operators, including cone-course work in transit buses and other vehicles. The construction project being designed will include soil preparation, paving, curb, stormwater management, and security features such as fencing and an automated lift gate. This project will support multiple regulatory requirements including ongoing operator training outlined in the Public Transit Agency Safety Plan as well as entry-level driver training required by the Federal Motor Carrier Services Administration for new commercial driver's license holders. Through fulfilling these requirements, MET Transit will stay in compliance with Federal Transit Administration regulations as well as gain an increased ability to ensure operators receive high-quality ongoing training; the project will also enhance MET Transit's ability to hire and train new operators. The Engineering services will be funded using Federal Transit Administration funds at a rate of 20% local and 80% federal.

The scope of work and associated engineering fees for these services have been reviewed by T-O Engineering and negotiated by staff to ensure the proposed rates are fair and reasonable. T-O Engineering was contracted to perform the secondary review, providing staff with a second engineering number to negotiate the fees with.

ALTERNATIVES

City Council may:

- Approve Amendment 29 with Morrison-Maierle for the final design and construction management of the MET Transit Driver Training Lot project; or,
- Not Approve Amendment 29 with Morrison-Maierle and delay the project.

FISCAL EFFECTS

The total cost of Amendment 29 with Morrison-Maierle for engineering services for the MET Transit Driver Training Lot project is \$151,347. This project will be funded using Federal Transit Administration grant funds at 80% federal (\$121,077) and 20% local (\$30,270). This project is included in the City of Billings CIP within the Aviation and Transit Department and local funds are available in MET Transit's capital account.

Attachments

Amendment 29

**AMENDMENT NO. 29
TO
AGREEMENT FOR ENGINEERING SERVICES
CITY OF BILLINGS AVIATION AND TRANSIT DEPARTMENT**

DATED April 10, 2017

This AMENDMENT, made and entered into on _____ by and between the following:

City of Billings, Montana, a Municipal Corporation, PO Box 1178
Billings, Montana 59103, hereinafter designated the OWNER

and

Morrison-Maierle, Inc., 315 N. 25th Street, Suite 102, Billings, Montana 59101,
a private Montana Corporation, hereinafter designated as the ENGINEER

WITNESSETH:

WHEREAS, the OWNER and the ENGINEER have entered into an Agreement for Professional Aviation and Transit Engineering service contract dated April 10, 2017, and;

WHEREAS, the OWNER has a need for additional engineering services, and;

WHEREAS, the ENGINEER represents that he/she is qualified to perform such services, is in compliance with the Montana Statutes relating to the registration of professional engineers and is willing to furnish such services to the OWNER;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the parties hereto agree to amend the April 10, 2017 Agreement, corresponding amendments to this Agreement, and all related exhibits as follows:

ARTICLE I – SCOPE OF SERVICES

The following items of work listed below are added and amended by Amendment 29 for MET Training Lot Rehabilitation.

This Amendment 29 also includes addition of required FTA clauses, as attached in Exhibit A. These clauses apply to this Amendment only and do not modify any previous agreements.

The general scope of work is to provide design engineering, plans and specifications, and contract management for the proposed project. This contract will also include the bidding and construction observation.

Phase I –Design, Plans and Specifications

Phase I work items include:

- Prepare the scope of work for design and construction administration, including coordination with Sponsor.
 - The anticipated start date for work is design fall 2021, bid opening February 2022 and construction summer of 2022.
- Prepare fee proposal. This will include preparing the initial fee proposal as well as negotiations with the Sponsor.

- Prepare Sponsor-Consultant project specific agreement. This includes preparation, negotiation, and distribution.
- Design for Training Lot approximately 60,000 square feet. The lot is located west of City of Billings MET office on Monad.
 - Design pavement grades within the fence area and tie into existing building and east side parking lot.
 - Storm water location, possible pipes, drainage pond.
 - CATEX.
 - Details – fence, pavement section, pond, pavement markings.
 - Storm drainage design report, submit to the City for approval.
- Prepare final Plans & Specifications for bid opening February 2022.

Phase II – Bidding and Construction Administration

Phase II work will include providing Bidding, Construction Administration, Resident Project Representative (Observer), and Project Closeout for items identified as Phase I design work.

- Conduct the Prebid Conference at the MET and conduct a site visit if the Contractors would like one.
- Attend the Bid Opening, review and tabulate all the Bids. Make recommendation for award if appropriate.
- Prepare Notice of Award and Contract Documents once the construction is recommended for award by FTA and is approved by City Council.
- Conduct the Preconstruction Conference at the MET.
- Prepare and submit FTA Requests for Reimbursement and Summaries of Project Cost to the Owner to submit.
- Review all shop drawings for the project and submittals. These will be provided to the MET for construction.
- Provide full time construction observation for the project.
- Prepare weekly construction observation reports for review by the Owner.
- Construction Survey
 - Set control for the Contractor.
 - Layout survey for paving areas and utility location and elevation.
 - Verify the paving layout and grades during construction.
- Quality Assurance Testing by a Geotechnical Firm, a subconsultant, for the paving and base course, as well as compaction testing for all storm drain trenches, if applicable.
- Final Inspection with the Owner.
- Final Project Closeout – Record drawings sent to the Owner.

ARTICLE II - ENGINEERING FEES

Engineering fees for providing the scope of work are based on the methods described in Article II of the original agreement.

The items discussed above are finalized items of work that the Owner and AIP will fund.

Phase I – Design, Plans and Specifications

Preparation of design plans and specifications for Phase I, Amendment 29 will be accomplished for a lump sum fee of **\$69,397.00** as per the Method A - Fee Determination as outlined in the original Agreement dated **April 10, 2017**. See Table 1A for engineering budgets.

Phase II – Bidding and Construction Administration

The items discussed above involve the Phase II, Items for Amendment 29 scope of services and will be accomplished at a cost plus fixed fee with a ceiling price not to exceed **\$81,950** as per Method B - Fee Determination outlined below. See Table 2A for engineering budgets.

COST SUMMARY OF
Amendment 29

Description		Labor & Expenses	Fixed Fee	Total Phase I	Total Phase II
<u>Training Lot Rehabilitation</u>					
Phase I - Design	Table 1A	\$69,397		\$69,397	
Phase II - Construction Administration	Table 2A	\$71,261	\$10,689		\$81,950
Subtotal Item 1				\$69,397	\$81,950
<u>Total This Amendment</u>					<u>\$151,347</u>

TABLE 1A

**Amendment 29
ENGINEERING BUDGET
PHASE 1 - Design Phase**

Engineering Services PHASE 1 - Design Phase	Total Man-hours	Labor Rate	Total
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Professional Services for	358	\$135.40	\$48,473
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Expenses

Vehicle (Company)	\$67
Vehicle (Rental)	\$0
Air Travel (Commercial)	\$0
Air Travel (Charter)	\$0
Meals	\$0
Lodging	\$0
Survey Supplies	\$0
Survey Equipment	\$400
Printing	\$100
Full Size ALP Printing + Postage	\$0
Total Expenses	\$567

Professional Charges	\$13,000	Subconsultants
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Total MU Labor	\$48,473
Total Direct Expenses	\$567
Total Fixed Fee	\$7,356
Total MU Labor & Expenses & Fixed Fee	<u>\$56,397</u>
Professional Expenses	\$13,000
Total Lump Sum for Design Phase	\$69,397

(Figure is rounded)

TABLE 2A

**Amendment 29
ENGINEERING BUDGET
Phase II - Construction Administration**

Engineering Services	Total Man-hours	Labor Rate	Total
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Professional Services	635	\$107.83	\$68,471
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Expenses

Vehicle (Company)	\$790
Vehicle (Rental)	\$0
Air Travel (Commercial)	\$0
Air Travel (Charter)	\$0
Meals	\$0
Lodging	\$0
Survey Supplies	\$0
Survey Equipment	\$2,000
Printing	\$0
Full Size ALP Printing + Postage	\$0
Total Expenses	\$2,790

Professional Charges \$0 Subconsultants

Total MU Labor	\$68,471
Total Direct Expenses	<u>\$2,790</u>
Total MU Labor & Expenses	\$71,261
Fixed Fee	\$10,689
Professional Expenses	<u>\$0</u>
Total Cost Plus Fixed Fee for Construction Phase	<u>\$81,950</u>

(Figure is rounded)

IN WITNESS WHEREOF, the parties hereto have made and executed the Amendment No. 29 on

_____.

CONSULTANT

Morrison-Maierle, Inc.

BY: Gill A. Cook

DATE: 12/2/21

OWNER

City of Billings

BY: _____

DATE: _____

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

Summary of Agreements for Professional Engineering Services				
Description		Labor & Expenses	Fixed Fee	Total
Amendment No. 1	<u>Curb and Sidewalk Construction</u>			
PHASE I - DESIGN	TABLE 1A	\$14,391	\$0	\$14,391
PHASE II - CONSTRUCTION	TABLE 2A	\$10,979	\$1,504	\$12,483
TOTAL Amendment No. 1		\$25,370	\$1,504	\$26,874
Amendment No. 2	<u>Gate 33/BFS Access Road</u>			
PHASE I - DESIGN	TABLE 1A	\$6,992	\$0	\$6,992
PHASE II - CONSTRUCTION	TABLE 2A	\$0	\$0	\$0
TOTAL Amendment No. 2		\$6,992	\$0	\$6,992
Amendment No. 3	<u>IP 8 Building and Site Plan</u>			
PHASE I - DESIGN	TABLE 1A	\$62,104	\$0	\$62,104
PHASE II - CONSTRUCTION	TABLE 2A	\$25,561	\$3,642	\$29,203
TOTAL Amendment No. 3		\$87,665	\$3,642	\$91,307
Amendment No. 4	<u>AIP 057-2018 ARFF Ramp Rehabilitation</u>			
PHASE I - DESIGN	TABLE 1A	\$68,521	\$0	\$68,521
PHASE II - CONSTRUCTION	TABLE 2A	\$59,694	\$8,541	\$68,235
TOTAL Amendment No. 4		\$128,215	\$8,541	\$136,756
Amendment No. 5	<u>Airline Support Facility and Site Plan</u>			
PHASE I - DESIGN	TABLE 1A	\$21,566	\$0	\$21,566
PHASE II - CONSTRUCTION	TABLE 2A	\$9,920	\$1,409	\$11,329
TOTAL Amendment No. 5		\$31,486	\$1,409	\$32,895
Amendment No.6	<u>PFC Snow Removal Equipment</u>			
PHASE I - DESIGN	TABLE 1A	\$4,835	\$0	\$4,835
PHASE II - CONSTRUCTION	TABLE 2A	\$4,834	\$0	\$4,834
TOTAL Amendment No.6		\$9,669	\$0	\$9,669
Amendment No. 7	<u>Executive Hangar Access Road</u>			
PHASE I - DESIGN	TABLE 1A	\$5,986	\$0	\$5,986
PHASE II - CONSTRUCTION	TABLE 2A	\$3,980	\$576	\$4,556
TOTAL Amendment No. 7		\$9,966	\$576	\$10,542
Amendment No. 8	<u>Pavement Condition Index Survey</u>			
PHASE I - DESIGN	TABLE 1A	\$67,714	\$0	\$67,714
PHASE II - CONSTRUCTION	TABLE 2A	\$0	\$0	\$0
TOTAL Amendment No. 8		\$67,714	\$0	\$67,714
Amendment No. 9	<u>2016 Land Acquisition-Project Management</u>			
PHASE I - DESIGN	TABLE 1A	\$12,837	\$0	\$12,837
PHASE II - CONSTRUCTION	TABLE 2A	\$0	\$0	\$0
TOTAL Amendment No. 9		\$12,837	\$0	\$12,837

Summary of Agreements for Professional Engineering Services (Cont.)				
Description		Labor & Expenses	Fixed Fee	Total
Amendment No. 10	2018 Chiller Replacement			
PHASE I - DESIGN	TABLE 1A	\$35,994	\$0	\$35,994
PHASE II - CONSTRUCTION	TABLE 2A	\$0	\$0	\$0
TOTAL Amendment No. 10		\$35,994	\$0	\$35,994
Amendment No. 11	2018 Long Term Parking Lot Improvements			
PHASE I - DESIGN	TABLE 1A	\$25,254	\$0	\$25,254
PHASE II - CONSTRUCTION	TABLE 2A	\$28,243	\$4,028	\$32,271
TOTAL Amendment No. 11		\$53,497	\$4,028	\$57,525
Amendment No. 12	AIP Commercial Concrete Apron			
PHASE I - DESIGN	TABLE 1A	\$214,628	\$0	\$214,628
PHASE II - CONSTRUCTION	TABLE 2A	\$0	\$0	\$0
TOTAL Amendment No. 12		\$214,628	\$0	\$214,628
Amendment No. 13	Makeup Air Unit Replacement			
PHASE I - DESIGN	TABLE 1A	\$20,973	\$0	\$20,973
PHASE II - CONSTRUCTION	TABLE 2A	\$0	\$0	\$0
TOTAL Amendment No. 13		\$20,973	\$0	\$20,973
Amendment No. 13	On Call Contract 2019			
PHASE I - DESIGN	TABLE 1A	\$20,000	\$0	\$20,000
PHASE II - CONSTRUCTION	TABLE 2A	\$0	\$0	\$0
TOTAL Amendment No. 13		\$20,000	\$0	\$20,000
Amendment No. 14	ARFF and SCBA Gear			
PHASE I - DESIGN	TABLE 1A	\$21,557	\$0	\$21,557
PHASE II - CONSTRUCTION	TABLE 2A	\$0	\$0	\$0
TOTAL Amendment No. 14		\$21,557	\$0	\$21,557
Amendment No. 15	QTA Camera Replacement			
PHASE I - DESIGN	TABLE 1A	\$14,123	\$0	\$14,123
PHASE II - CONSTRUCTION	TABLE 2A	\$0	\$0	\$0
TOTAL Amendment No. 15		\$14,123	\$0	\$14,123
Amendment No. 16	Transit On Call Contract 2020			
PHASE I - DESIGN	TABLE 1A	\$24,999	\$0	\$24,999
PHASE II - CONSTRUCTION	TABLE 2A	\$0	\$0	\$0
TOTAL Amendment No. 16		\$24,999	\$0	\$24,999
Amendment No. 17	Steam Boiler Replacement			
PHASE I - DESIGN	TABLE 1A	\$10,000	\$0	\$10,000
PHASE II - CONSTRUCTION	TABLE 2A	\$0	\$0	\$0
TOTAL Amendment No. 17		\$10,000	\$0	\$10,000

Summary of Agreements for Professional Engineering Services (Cont.)				
Description		Labor & Expenses	Fixed Fee	Total
Amendment No. 18 AIP 060-2019 Concrete Apron Construction				
PHASE I - DESIGN	TABLE 1A	\$136,902	\$0	\$136,902
PHASE II - CONSTRUCTION	TABLE 2A	\$295,116	\$36,169	\$331,285
TOTAL Amendment No. 18		\$432,018	\$36,169	\$468,187
Amendment No. 19 On Call Aviation Contract 2020				
PHASE I - DESIGN	TABLE 1A	\$24,999	\$0	\$24,999
PHASE II - CONSTRUCTION	TABLE 2A	\$0	\$0	\$0
TOTAL Amendment No. 19		\$24,999	\$0	\$24,999
Amendment No. 20 RWY 7/25 Preliminary Design				
PHASE I - DESIGN	TABLE 1A	\$281,289	\$0	\$281,289
PHASE II - CONSTRUCTION	TABLE 2A	\$0	\$0	\$0
TOTAL Amendment No. 20		\$281,289	\$0	\$281,289
Amendment No. 21 Rimtop Road Overlay				
PHASE I - DESIGN	TABLE 1A	\$9,902	\$0	\$9,902
PHASE II - CONSTRUCTION	TABLE 2A	\$4,071	\$600	\$4,671
TOTAL Amendment No. 21		\$13,973	\$600	\$14,573
Amendment No. 22 On Call Aviation Contract 2021				
PHASE I - DESIGN	TABLE 1A	\$24,999	\$0	\$24,999
PHASE II - CONSTRUCTION	TABLE 2A	\$0	\$0	\$0
TOTAL Amendment No. 22		\$24,999	\$0	\$24,999
Amendment No. 23 Transit On Call Contract 2021				
PHASE I - DESIGN	TABLE 1A	\$24,999	\$0	\$24,999
PHASE II - CONSTRUCTION	TABLE 2A	\$0	\$0	\$0
TOTAL Amendment No. 23		\$24,999	\$0	\$24,999
Amendment No. 24 Fiber Installation				
PHASE I - DESIGN	TABLE 1A	\$13,835	\$0	\$13,835
PHASE II - CONSTRUCTION	TABLE 2A	\$7,910	\$1,187	\$9,097
TOTAL Amendment No. 24		\$21,745	\$1,187	\$22,932
Amendment No. 25 Boarding Bridges				
PHASE I - DESIGN	TABLE 1A	\$31,760	\$0	\$31,760
PHASE II - CONSTRUCTION	TABLE 2A	\$0	\$0	\$0
TOTAL Amendment No. 25		\$31,760	\$0	\$31,760
Amendment No. 26 Apron Construction Schedule 3				
PHASE I - DESIGN	TABLE 1A	\$81,593	\$0	\$81,593
PHASE II - CONSTRUCTION	TABLE 2A	\$149,717	\$19,458	\$169,175
TOTAL Amendment No. 26		\$231,310	\$19,458	\$250,768

Summary of Agreements for Professional Engineering Services (Cont.)					
Amendment No. 27		West Hangar Utilities & Road Development			
PHASE I - DESIGN	TABLE 1A	\$44,101	\$0	\$44,101	
PHASE II - CONSTRUCTION	TABLE 2A	\$66,994	\$10,049	\$77,043	
TOTAL Amendment No. 27		\$111,095	\$10,049	\$121,144	
Amendment No. 28		On Call Aviation Contract 2022			
PHASE I - DESIGN	TABLE 1A	\$24,999	\$0	\$24,999	
PHASE II - CONSTRUCTION	TABLE 2A	\$0	\$0	\$0	
TOTAL Amendment No. 28		\$24,999	\$0	\$24,999	
Amendment No. 29		MET - Training Lot Rehabilitation			
PHASE I - DESIGN	TABLE 1A	\$69,397	\$0	\$69,397	
PHASE II - CONSTRUCTION	TABLE 2A	\$71,261	\$10,689	\$81,950	
TOTAL Amendment No. 29		\$140,658	\$10,689	\$151,347	

EXHIBIT A
Federally Required Contract Clauses

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Table 1 – Applicability of Contract Clauses

CLAUSE	TYPE OF PROCUREMENT
	Professional Services/A&E
<i>No Federal government obligations to third parties by use of a disclaimer</i>	<i>All</i>
<i>Program fraud and false or fraudulent statements and related acts</i>	<i>All</i>
<i>Access to Records</i>	<i>All</i>
<i>Federal changes</i>	<i>All</i>
<i>Civil Rights (EEO, Title VI & ADA)</i>	<i>All</i>
<i>Incorporation of FTA Terms</i>	<i>All</i>
<i>Energy Conservation</i>	<i>All</i>
<i>Termination Provisions (not required of states)</i>	<i>>\$10,000</i>
<i>Debarment and Suspension</i>	<i>>\$25,000</i>
<i>Buy America</i>	
<i>Provisions for resolution of disputes, breaches, or other litigation</i>	<i>>\$150,000 (see Note)</i>
<i>Lobbying</i>	<i>>\$100,000</i>
<i>Clean Air</i>	<i>>\$100,000</i>
<i>Clean Water</i>	<i>>\$100,000</i>
<i>Cargo Preference</i>	
<i>Fly America</i>	<i>Involving foreign transport or travel by air</i>
<i>Davis Bacon Act</i>	
<i>Copeland Anti-Kickback Act Section 1 Section 2</i>	

CLAUSE	TYPE OF PROCUREMENT
	Professional Services/A&E
<i>Contract Work Hours & Safety Standards Act</i>	
<i>Bonding (not required of states)</i>	
<i>Seismic Safety</i>	<i>A&E for new buildings & additions</i>
<i>Transit Employee Protective Arrangements</i>	
<i>Charter Service Operations</i>	
<i>School Bus Operations</i>	
<i>Drug and Alcohol Testing</i>	
<i>Patent Rights</i>	<i>Research & development</i>
<i>Rights in Data and Copyrights requirements</i>	<i>Research & development</i>
<i>Special DOL EEO clause for construction projects</i>	
<i>Disadvantaged Business Enterprises (DBEs)</i>	<i>All</i>
<i>Prompt Payment</i>	<i>All if threshold for DBE program met</i>
<i>Recycled Products</i>	
<i>ADA Access</i>	<i>A&E</i>
<i>Special Notification Requirements for States</i>	<i>Limited to states</i>

A.1 ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g)

2 C.F.R. § 200.333

49 C.F.R. part 633

Access to Records and Reports

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

A.2 ADA ACCESS

49 U.S.C. § 5301 (d)

ADA ACCESS

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning

and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

A.3 BONDING REQUIREMENTS

2 C.F.R. § 200.325

31 C.F.R. part 223

DOES NOT APPLY

A.4 BUS TESTING

49 U.S.C. § 5318(e)

49 C.F.R. part 665

DOES NOT APPLY

A.5 BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 C.F.R. part 661

DOES NOT APPLY

A.6 CARGO PREFERENCE REQUIREMENTS

46 U.S.C. § 55305

46 C.F.R. part 381

DOES NOT APPLY

A.7 CHARTER SERVICE

49 U.S.C. 5323(d) and (r)

49 C.F.R. part 604

DOES NOT APPLY

A.8 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q

33 U.S.C. §§ 1251-1387

2 C.F.R. part 200, Appendix II (G)

Clean Air Act and Federal Water Pollution Control Act

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

A.9 CIVIL RIGHTS LAWS AND REGULATIONS

Civil Rights and Equal Opportunity

The OWNER is an Equal Opportunity Employer. As such, the OWNER agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the OWNER agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-

634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

A.10 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

Disadvantage Business Enterprise (DBE)

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;

- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, Owners must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Owner makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA Owner must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Owner's written consent; and that, unless the Owner's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, Owners can draw on the following language for inclusion in their federally funded procurements.

Overview

It is the policy of the OWNER and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the OWNER to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The OWNER shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the OWNER may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the OWNER.

Contract Assurance

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

DBE Participation

For the purpose of this Contract, the OWNER will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the Unified Certification Program (UCP) or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an OWNER whose DBE certification process has received FTA approval; or
3. Certified by another OWNER approved by the OWNER.

DBE Participation Goal

DBE shall be race neutral utilizing Good Faith Efforts.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** (see below) that indicates the percentage and

dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.

2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the OWNER.
3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the OWNER will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the OWNER will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the OWNER's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the OWNER generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to

- the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
 5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the OWNER that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the OWNER. The OWNER will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The OWNER will send the Bidder/Offeror a written decision

on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the OWNER's prior written consent. The OWNER may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the OWNER in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The OWNER shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the OWNER** that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies

provided to the OWNER. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The OWNER to have access to necessary records to examine information as the OWNER deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the OWNER, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

Sanctions for Violations

If at any time the OWNER has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the OWNER may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of _____% DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

A.11 EMPLOYEE PROTECTIONS

49 U.S.C. § 5333(a)

40 U.S.C. §§ 3141 – 3148

29 C.F.R. part 5

18 U.S.C. § 874

29 C.F.R. part 3

40 U.S.C. §§3701-3708

29 C.F.R. part 1926

Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic

and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements

providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

A.12 ENERGY CONSERVATION

42 U.S.C. 6321 *et seq.*

49 C.F.R. part 622, subpart C

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

A.13 FLY AMERICA

49 U.S.C. § 40118

41 C.F.R. part 301-10

48 C.F.R. part 47.4

Fly America Requirements

a) *Definitions.* As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of Statement)

- e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of Clause)

A.14 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180

2 C.F.R part 1200

2 C.F.R. § 200.213

2 C.F.R. part 200 Appendix

II (I) Executive Order 12549

Executive Order 12689

Lobbying Restrictions

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an OWNER, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any OWNER, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000

and not more than \$100,000 for each such failure.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Owner and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OTHER INELIGIBILITY, AND VOLUNTARY EXCLUSION

The **CONTRACTOR**, _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not, within a three-year period preceding this Bid/Proposal, been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public function (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2. of this certification.
4. Have not, within a three-year period preceding this Bid/Proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the **CONTRACTOR** is unable to certify to any of the statements in this certification, such **CONTRACTOR** shall attach an explanation to this Bid/Proposal.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

CONTRACTOR

DATE

A.15 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Administration (FTA) Terms

These provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Owner requests which would cause the Owner to be in violation of the FTA terms and conditions.

A.16 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Federal Government Obligation to Third Parties

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Owner, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

A.17 NOTIFICATION TO FEDERAL TRANSIT ADMINISTRATION (FTA)

2 C.F.R. § 180.220

2 C.F.R. § 1200.220

Notification to Federal Transit Administration (FTA)

If a current or prospective legal matter that may affect the Federal Government emerges, the

Contractor must promptly notify the Owner, which will then notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Owner is located. The Contractor is required to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. § 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) The Owner must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Owner is located, if the Owner has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Owner and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Owner. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Owner.

A.18 PATENT RIGHTS AND RIGHTS IN DATA

2 C.F.R. part 200, Appendix II (F) 37

C.F.R. part 401

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data

first produced in the performance of this Contract. The Contractor shall grant the OWNER intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under the Contract, whether or not a copyright has been obtained; and Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government

may direct.

Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

A.19 PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

49 U.S.C. 5323(m)

49 C.F.R. part 663

Pre-Award and Post-Delivery Audit Requirements

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

A.20 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1)

31 U.S.C. §§ 3801-3812

18 U.S.C. § 1001

49 C.F.R. part 31

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

A.21 PROMPT PAYMENT

Prompt Payment

The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work. In addition, the Contractor is required to return any retainage payments to those Subcontractors within thirty (30) days after the Subcontractor's work related to this contract is satisfactorily completed.

The Contractor must promptly notify the Owner, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Owner.

A.22 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

49 U.S.C. § 5333(b) ("13(c)")

29 C.F.R. part 215

DOES NOT APPLY

A.23 RECYCLED PRODUCTS

42 U.S.C. § 6962

40 C.F.R. part 247

2 C.F.R. part § 200.322

DOES NOT APPLY

A.24 SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402

Executive Order No. 13043

Executive Order No. 13513

U.S. DOT Order No. 3902.10

Safe Operation of Motor Vehicles

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or OWNER.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

A.25 SCHOOL BUS OPERATIONS

49 U.S.C. 5323(f)

49 C.F.R. part 605

DOES NOT APPLY

A.26 SEISMIC SAFETY

42 U.S.C. 7701 *et seq.*

49 C.F.R. part 41

Executive Order (E.O.) 12699

Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in

Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

A.27 SUBSTANCE ABUSE REQUIREMENTS

49 U.S.C. § 5331

49 C.F.R. part 655

49 C.F.R. part 40

DOES NOT APPLY

A.28 TERMINATION

2 C.F.R. § 200.339

2 C.F.R. part 200, Appendix II (B)

Termination for Convenience (General Provision)

The OWNER may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the OWNER's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to OWNER to be paid the Contractor. If the Contractor has any property in its possession belonging to OWNER, the Contractor will account for the same, and dispose of it in the manner OWNER directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the OWNER may terminate this contract for default. Termination shall be affected by serving a Notice

of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the OWNER that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the OWNER, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The OWNER, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to OWNER's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from OWNER setting forth the nature of said breach or default, OWNER shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude OWNER from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that OWNER elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by OWNER shall not limit OWNER's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience or Default (Architect and Engineering)

The OWNER may terminate this contract in whole or in part, for the OWNER's convenience or because of the failure of the Contractor to fulfill the contract obligations. The OWNER shall terminate by delivering to the Contractor a Notice of Termination specifying the

nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the OWNER 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. OWNER has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the OWNER, the OWNER's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the OWNER may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the OWNER.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of OWNER.

Termination for Convenience or Default (Cost-Type Contracts)

The OWNER may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of OWNER or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the OWNER, or property supplied to the Contractor by the OWNER. If the termination is for default, the OWNER may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the OWNER and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of OWNER, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to

the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the OWNER determines that the Contractor has an excusable reason for not performing, the OWNER, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

A.29 VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326

2 C.F.R. part 200, Appendix II (A)

Rights and Remedies of the OWNER

The OWNER shall have the following rights in the event that the OWNER deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as OWNER for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include [OWNER to define].

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the OWNER, the Contractor expressly agrees that no default, act or omission of the OWNER shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the OWNER directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms

of this Agreement will be a default of this Agreement. In the event of a default, the OWNER will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the OWNER takes action contemplated herein, the OWNER will provide the Contractor with sixty (60) days written notice that the OWNER considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

- **Example 1:** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of OWNER's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.
- **Example 2:** The OWNER and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the OWNER and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted

in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the OWNER's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by OWNER, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the OWNER and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the OWNER or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

City Council Regular

Date: 01/10/2022
Title: MET Transit Agency Safety Plan Update Approval and Adoption
Presented by: Rusty Logan
Department: Transit
Presentation: No

RECOMMENDATION

Staff recommends City Council approve and adopt the updated MET Transit Agency Safety Plan as required by the Federal Transit Administration (FTA) under the final rule covered by 49 CFR Part 673.

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

The Federal Transit Administration (FTA) developed and published a final rule for Public Transportation Agency Safety Plans as authorized by the Moving Ahead for Progress in the 21st Century Act (MAP-21), requiring operators of public transportation systems who receive Federal financial assistance under 49 U.S.C. Chapter 53 to develop Public Transportation Agency Safety Plans based on the Safety Management System approach. Operators of public transportation systems were required to implement these safety plans by December 31, 2020. The development and implementation of these safety plans helps to ensure that public transportation systems are safe nationwide. In order to meet this requirement, MET staff has developed and maintains the MET Transit Agency Safety Plan in accordance with and guidance from the FTA. The overall structure and practices outlined by the Plan will continue to be implemented with both the body and related appendices updated at least annually and as needed. As MET recently completed its first annual review of the plan, it has updated language in the body primarily regarding Safety Risk Mitigation, Safety Promotion, and related appendices based upon further development throughout the course of the plan's first year. This Plan covers all areas of the City of Billings MET Transit operation in regards to safety including vehicle operation, passenger service, fleet and facility maintenance, and administration. As outlined by the final rule in 49 CFR Part 673, this Plan requires review and approval of the Plan by the transit agency's governing board, the Billings City Council, upon creation of the plan and when updates to the body of the plan occur.

ALTERNATIVES

City Council may:

- Approve the MET Transit Agency Safety Plan, ensuring compliance with FTA regulations; or
- Not Approve the MET Transit Agency Safety Plan. This action would put the receipt of Federal funding in jeopardy, placing a significant financial strain on both the capital and operational needs of the MET Transit division and impair the City's ability to provide transit services to the population of Billings.

FISCAL EFFECTS

At this time, there will be no additional financial impact, as the MET Transit division intends to continue utilizing existing personnel and resources to fulfill the requirements of the MET Transit Agency Safety Plan. However, as the plan continues to develop, additional capital and or operational resources may be necessary.

Attachments

MET Transit Safety Plan V2

City of Billings
Aviation and Transit Dept.



MET TRANSIT DIVISION
Public Transit Agency Safety Plan
01/2022



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**TRANSIT AGENCY INFORMATION**

Accountable Executive: Rusty Logan; Transit Manager

Chief Safety Officer: Lindsay Gran; Transit Supervisor

MET Transit operates under FTA funding sources: 5303, 5307, 5339, 5310.

The Metropolitan (MET) Transit System is a division of the Aviation and Transit Department within the City of Billings located in Billings, MT. The system provides public transportation service within city limits, which includes both fixed-route bus services and ADA paratransit services (referred to as MET Plus). MET Transit has served the city with fixed-route service for over 40 years; ADA paratransit services were incorporated in 1997. The City of Billings has the largest population in the state of Montana at approximately 110,000 people and covers a geographic area of over 41 square miles. Roughly two thirds of the city are located within the Yellowstone River Valley, with the remainder of the city located north of a sandstone cliff formation above the valley; Billings is also a significant rail hub for the region, which presents a number of challenges regarding planning, development and daily operations of routes where rail and motor vehicle traffic interact.

MET Transit utilizes a fleet of twenty-five (25) buses to provide service on nineteen (19) fixed-routes, as well as fifteen (15) body-on-chassis small buses providing service across ten (10) paratransit demand-response routes. These vehicles operate from approximately 6:00 AM to 7:00 PM on weekdays and 8:00 AM to 5:30 PM on Saturdays. Further, MET Transit has three (3) separate property locations with three (3) separate facilities, consisting of the main operations facility and two transfer centers placed strategically in the city. The METroplex, located at 1705 Monad Rd is the main operations facility and consists of a large building combining the administrative offices, bus storage and fueling bays, fleet maintenance bays, and general inventory storage; this facility also has a smaller secondary building which houses the MET Transit bus wash bay. All rolling stock, equipment, and parts inventories are housed at the METroplex. The Stewart Park Transfer Center, located on Stewart Park Rd, consists of a large bus parking area with passenger shelters for transferring passengers between buses, as well as a small outbuilding which serves as a driver break area. The Downtown Transfer Center, located at 220 N. 25th St, consists of a large parking area with passenger shelters and a facility containing driver break areas, as well as offices for periodic administrative use.

ANNUAL REVIEW & UPDATE PROCESS

The annual review and update of this Public Transit Agency Safety Plan (PTASP) plan will coincide with the federal fiscal year. Any and all updates will be finalized and in place by



December 31st of each corresponding year. The review will be led by the Accountable Executive, Transit Manager Rusty Logan, with support from Chief Safety Officer, Transit Supervisor Lindsay Gran, as well as the remaining management team. Updates will be administered based upon operational needs, updated regulations, safety goals, employee and public feedback, as well as informed by any safety findings or issues that arise throughout the previous year.

PLAN DEVELOPMENT, APPROVAL, AND UPDATES

DRAFTED BY	City of Billings- MET Transit	December 20, 2021	
SIGNATURE OF ACCOUNTABLE EXECUTIVE	<hr/> Rusty Logan- Transit Manager	December 20, 2010	
CITY COUNCIL APPROVAL	Meeting Minutes Attached	January 10, 2022	
FTA CERTIFICATION			
VERSION NUMBER AND UPDATES			
VERSION NUMBER	SECTION/PAGES AFFECTED	REASON FOR CHANGE	DATE ISSUED
0001	All	New Document	December 31, 2020
0002	Page 2 Annual Review & Update Page 11 Discipline Thresholds Page 15 Safety Recognition Page 22 Safety Risk Register Page 23 & 24 Appendix G - Safety Assurance Page 25 Appendix H - Self Reporting Page 26 Appendix I – Self Report Form	Annual Review	January 10, 2022

SAFETY PERFORMANCE TARGET COORDINATION

MET Transit’s Accountable Executive shares our Public Transit Agency Safety Plan, including safety performance targets, with the Technical Advisory Committee (TAC). The TAC is comprised of both State of Montana representatives and the Billings-Yellowstone County Metropolitan Planning Organization. MET personnel are available to coordinate with both the State of Montana and the MPO at any time regarding Safety Performance Target Coordination.		
Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	State of Montana	01/10/2022
	City of Billings MPO	Date Targets Transmitted



Targets Transmitted to the MPO	Billings-Yellowstone County MPO	01/10/2022
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ANNUAL SAFETY PERFORMANCE TARGETS

Current targets are based off previous fiscal year operating information; for FY22, MET recorded zero (0) safety events for Fixed Route and zero (0) for paratransit. No fatalities or injuries occurred for either mode of service.

MODE OF TRANSIT SERVICE	FATALITIES (TOTAL)	FATALITIES (per 100k VRM)	INJURIES (TOTAL)	INJURIES (per 100k VRM)	SAFETY EVENTS (TOTAL)	SAFETY EVENTS (per 100k VRM)	SYSTEM RELIABILITY (VRM/Failures)
Fixed-Route	0	0	0	0	0	0	2578
Paratransit	0	0	0	0	0	0	3644

SAFETY MANAGEMENT POLICY

<p>Safety Management Policy Statement</p> <p>MET Transit is dedicated to maintaining a safe operation while providing the City of Billings with a cost effective and efficient public transportation system. MET has developed the following policies to facilitate a safe working environment for employees, customers, and the general public.</p> <p>The purpose of this plan is to provide a structured safety management approach that effectively controls operational safety risks and continuously improves the division’s safety performance:</p> <ul style="list-style-type: none"> • Document a top-down commitment from management and a commitment from employees, contractors, and the general public to achieve safety goals • Establish a chain of control to document implementation of the PTASP through guidelines, policies, and provisions • Identify safety management roles and responsibilities that outline ownership at every level • Establish the Agency’s safety goals and objectives while ensuring MET is following industry safety practices and federal recommendations • Set safety performance targets to ensure MET achieves its safety objectives. • Define acceptable levels of safety performance for provided services

- Provide a framework and guidance to implement, evaluate, and continuously improve safety policies, the safety risk management processes, and the achievement of related goals and objectives
- Establish safety programs that document MET Transit’s commitment to safety

This PTASP applies to all MET Transit operations and related activities. All MET facilities fall under the same requirements that equipment, supplies, practices, and procedures meet or exceed applicable federal, state, and local standards, as well as the MET Transit Safety Management Systems (SMS) standards.

Safety Management Policy Communications

Rusty Logan, MET’s Transit Manager and Accountable Executive, informed our staff of the implementation of our PTASP plan in August of 2020. MET Transit distributes a hard copy of the Safety Management Policy to each employee, as well as posts the policy on the MET Transit website. MET Transit utilizes a safety bulletin board in the breakroom where the policy and all supporting documents will be displayed. MET has formed a safety committee comprised of management, operators, and administrative personnel to carry out and continually evaluate various aspects of the safety plan. Further, the safety committee will provide a platform for employees to communicate safety concerns and allow management to communicate mitigation updates. All new hires will be given a one-on-one introduction to MET’s Safety Management Policy.

Authorities, Accountabilities, and Responsibilities

<p>Accountable Executive</p>	<p>The Transit Manager’s responsibilities for the SMS Plan include:</p> <ul style="list-style-type: none"> • Acts as the division’s safety advocate • Maintains authority for major financial issues • Directs responsibility for the conduct of the division’s affairs • Has final authority over division operations • Establishes and promotes safety policy • Collaborates with Management Staff to establish the division’s safety objectives and targets • Has final responsibility for the resolution of all safety issues
<p>Chief Safety Officer</p>	<p>A designated Transit Supervisor will serve as the Agency’s Chief Safety Officer (CSO) and has the oversight authority and responsibility for implementing the division’s Safety Management System (SMS). The CSO reports directly to the Transit Manager. The CSO is responsible for providing resources</p>

	<p>and executive-level safety advocacy and direction to Transit Supervisors who manage day-to-day implementation and operation of the Division’s SMS.</p>
<p>Agency Leadership</p>	<p>The role of the Transit Supervisor is to assist the CSO in maintaining safe operations. The duties of the Transit Supervisor include taking a lead role in:</p> <ul style="list-style-type: none"> • Developing/maintaining safety policies, plans, procedures, and processes, along with developing and maintaining a proactive SMS Plan/program • Providing advice for developing realistic and data-driven safety performance indicators and targets • Providing advice, interpretation, and recommendations over technical matters such as safety design and systems in new bus purchases, facility renovations, decommissioning of old equipment, and other areas including but not limited to: standards for safe working, job hazard analyses, and assisting with the development of Standard Operating Procedures (SOPs) • Leading the development of safety training, competency and awareness programs, and providing advice, input, and final review in the development of training activities • Tailor safety management plans for conduct of operations based upon risk • Engaging in Risk Management in safety audit activities, including verifying compliance with the SMS Plan with relevant guidelines and standards • Allocate safety resources based on work, associated hazards and importance of facilities/operations • Provide training and education programs that maintain competency in safety- critical areas • Measure and report program effectiveness in a form that is useful and relevant • Road supervision and addressing of customer complaints • Administration of daily safety messages before operators begin their shift
<p>Key Staff and Activities</p>	<p>MET Transit has an internal safety committee and quarterly staff meetings to support its SMS and safety programs:</p> <ul style="list-style-type: none"> • Quarterly Staff Meetings: Hazard reports and mitigations will be shared; safety topics will be brought

	<p>up and discussed. Any safety concerns or further information will be documented.</p> <ul style="list-style-type: none"> • Safety Committee: The internal safety committee will meet monthly to discuss hazards, mitigations, and any further safety issues that may arise. The safety committee will be used as a vehicle for further employee safety reporting and communication.
<p>Employee Safety Reporting Program</p>	
<p>At MET Transit, the objective is to cultivate and foster a proactive safety culture in which employees are comfortable and encouraged to bring safety concerns to the attention of MET Management. MET recognizes that employees are most familiar with the details of their respective jobs and work environment, which makes their input crucial to maintaining safety in the workplace. Therefore, when witnessing an unsafe act or noticing an unsafe condition, near miss, or unsafe act, employees must promptly report the unsafe condition or act to a Transit Supervisor, Chief Safety Officer, or Transit Manager. Employees should receive a clear answer with a plan for correcting the issue.</p> <p>No person will be penalized or retaliated against for bringing safety issues to the attention of management. This statement does not apply to information received from a source other than the employee, or which involves an illegal act, or a deliberate or willful disregard of policy, regulations, or procedures.</p> <p>There are several ways employees can report their safety concerns to management:</p> <ol style="list-style-type: none"> 1) Report directly to a Transit Supervisor 2) Report directly to the Chief Safety Officer 3) Report directly to the Transit Manager 4) Submit a safety concern anonymously via the safety suggestion box, located in the employee METroplex break area 5) Report minor safety concerns to transit dispatch <p>All safety concerns and comments are reviewed with follow-up by the direct supervisors in a timely manner.</p> <p>Examples of information typically reported include:</p> <ul style="list-style-type: none"> • Safety concerns in the operating environment (potholes, water main break, etc.) • Policies and procedures that are not working as intended • Information regarding safety events (perhaps lack of radio communication or failure of equipment) <p>The Chief Safety Officer will review and document all safety items as needed. Forms can be submitted to the safety suggestion box or directly turned in to supervisors. All safety reporting forms are as follows:</p>	

- All near misses, safety events, or hazards will be reported on the Safety Reporting Form, which can be found in Appendix A.
- Vehicle breakdowns will be logged on a spreadsheet by transit dispatchers daily. The vehicle breakdown sheet can be found in Appendix B.
- City of Billings Harassment Report Form can be found in Appendix C.
- City of Billings Workplace Violence Report form can be found in Appendix D.
- MET Transit Safety Risk Register can be found in Appendix E.
- City of Billings Incident Report Form can be found in Appendix F.
- Self Reporting/Near Miss Form can be found in Appendix I.

SAFETY RISK MANAGEMENT

Safety Risk Management Process

A Hazard is defined as “a condition with the potential to cause harm.” Risk management is a systematic approach to manage workplace hazards. It is essential that management identifies, evaluates, and determines the means to reducing risks to an acceptable level to protect employees, visitors, third party contractors, and others who are physically present in the workplace. Risk management also protects assets and considers how to avoid losses.

After hazards and their potential impact have been identified, MET’s Transit Supervisors conduct a Safety Risk Assessment to determine the seriousness of the risk. Factors considered include the likelihood of occurrence, the severity of the consequences should there be an occurrence, and the level of exposure to the hazard.

The evaluation consists of:

- Existing controls –Existing processes, devices, practices, or controls that act to minimize threats or enhance opportunities, including an indication of how they might be of influence
- Consequence – A description and rating of the consequence of a risk, in terms of the loss or gain that may be experienced if the risk event occurs
- Likelihood – A description and rating of the likelihood of the risk for the full range of risk event consequences (for opportunities, it is the likelihood of the stated gain being realized if the opportunity is pursued).

MET Transit supervisory staff will assess safety risks utilizing the Safety Risk Matrix. Results of the risk evaluation process will help prioritize the risk and determine whether it is being appropriately managed or controlled. If the risks are acceptable, the hazard will need further monitoring. If the risks are unacceptable, MET will take necessary steps to lower the risk to an acceptable or tolerable level, or to remove or avoid the hazard.

When contractors work on transit property, it is expected that they wear necessary personal protective equipment and follow all safety protocols put in place by MET. This is essential for

the safety of passengers, transit employees, contractors, and protection of transit property. MET Transit has a duty to inform contractors when knowledge of hazards exists. Any unsafe act observed by the contracting agency must be addressed, up to and including, work stoppage. All unsafe contractor behaviors will be recorded on MET's Safety Reporting Form, which can be found in Appendix A.

Safety Hazard Identification

Hazard identification and hazard analysis are tools the division uses to identify and address hazards before they escalate into incidents or accidents. At MET Transit, hazards are identified through the following activities:

- Employee safety reporting
- Customer service reporting
- Observations of operations
- Safety inspections
- Incident reporting and investigation
- Incident, injuries, and accident history
- Items discussed at the MET Transit Staff Meetings
- Legislation and industry standards
- Data trending reports made available through incident, injury and accident history, insurance carriers and pools, and local authorities
- Review and audit of safety policies and procedures, and safety instructions for equipment and materials
- Random camera footage review, ride-alongs with operators, or direct field observation performed by a Transit Supervisor

When hazards are identified, they are addressed by:

- Immediate resolution
- Reporting to a higher level within the organization
- Reporting the hazard to the representative Transit Supervisor
- Inputting the risk into the Safety Risk Register, which can be found in Appendix G, so that all mitigations are available for employee viewing
- Utilizing MET's lock-out tag-out policy when deemed necessary

Safety Risk Assessment

All identified and system accepted hazards, near-miss situations, and safety events that occur shall be risk assessed. Safety risk assessment will be conducted for the "as reported" hazardous condition and again conducted for the "mitigated" condition. Additionally, and separated to individual proactive reports, system-wide annual risk assessments will be conducted. The risk assessment and risk control process shall be reviewed and revised:

- As a part of MET Transit's safety meetings
- As applicable due to new or revised activities or procedures
- Annually by management

A safety risk assessment has two elements: hazard severity and hazard probability. Hazard severity is a qualitative determination of the worst likely case that could be anticipated because of human error, poor design, failure or malfunction of component(s). Hazard severity ratings are as follows:

- Catastrophic – Operating conditions are such that human error, poor design, failure or malfunction of components may commonly cause multiple deaths, numerous casualties or major system loss. Catastrophic hazards require immediate cessation of the unsafe activity or operation.
- Significant – Operating conditions are such that human error, poor design, failure or malfunction of components may commonly cause death, limited casualties or significant system loss that will require immediate termination of the unsafe activity or operation.
- Moderate – Operating conditions are such that human error, environment, poor design, failure or malfunction of components or procedural deficiencies may commonly cause severe injury, or major subsystem damage requiring immediate corrective action.
- Low – Operating conditions are such that they commonly cause minor injury, minor occupational illness, or minor system damage. Human error or component failures can be controlled or counteracted.
- Negligible – Operating conditions are such that human error, poor design, failure or malfunction of components may commonly cause no, or less than minor injury, occupational illness, or system damage. Hazard probability is a subjective measure of likelihood that a specific hazard will occur during the useful life of the asset.

Hazard probability is categorized as follows:

- Frequent – Likely to occur frequently
- Probable – Likely to occur several times
- Occasional – Likely to occur sometimes
- Remote – Unlikely but possible to occur
- Improbable – So unlikely that it can be rejected from consideration

Hazard severity and probability can be considered using a Risk Assessment Matrix. A Risk Assessment Matrix helps to assess the level of risk (risk rating) for each identified hazard and subsequent control measures to apply through hazard resolution or mitigation, to rank the prioritization of limited resources in the event that more hazards are identified than budget allocation allows for the implementation of hazard elimination or mitigation measures.

RISK RATING = LIKELIHOOD x SEVERITY

S E V E R I T Y	Catastrophic	5	5	10	15	20	25
	Significant	4	4	8	12	16	20
	Moderate	3	3	6	9	12	15
	Low	2	2	4	6	8	10
	Negligible	1	1	2	3	4	5
				1	2	3	4
			Improbable	Remote	Occasional	Probable	Frequent
			LIKELIHOOD				

Catastrophic	STOP
Unacceptable	URGENT ACTION
Undesirable	ACTION
Acceptable	MONITOR
Desirable	NO ACTION

Safety Risk Mitigation

If a risk is deemed unacceptable, risk controls are developed that will either eliminate the risk or mitigate the risk to an acceptable level. After mitigations are developed, the Chief Safety Officer will reassess the new controls to ensure they do not produce an alternative risk. A second assessment of the new control will be conducted following the same procedure. Once satisfied that residual risk has been mitigated to an acceptable level, the new process/solution will be implemented and documented.

Many different means are employed to resolve identified hazards. These include, but are not limited to design changes, the installation of controls and warning devices, and the implementation of special procedures. The methods for resolving hazards are as follows:

- *Design for Minimum Risk* – From the initial design, eliminate hazards through design selection.
- *Safety Devices* - Hazards that cannot be eliminated or controlled through design selection shall be controlled using fixed, automatic, or other protective safety design features or devices. The division will perform periodic checks of safety devices.
- *Warning Devices* - When neither design nor safety devices can effectively eliminate or control an identified hazard, devices may be used to detect and generate an adequate warning signal to correct the hazard or evacuate employees. Warning signals shall be

designed to minimize the probability of employees responding incorrectly to signals and shall be standardized within similar systems.

- *Procedures and Instruction* - Where it is impossible to eliminate or adequately control a hazard through design selection, engineering or use of safety and warning devices, the agency will use procedures and training to control the hazard. Procedures may include the use of personal protective equipment. Precautionary notations shall be standardized as specified by management; safety critical tasks and activities may require employees to be certified.

Other sources of information:

- *Risk Management or Safety Guidelines* – Provide requirements across MET Transit based on policy, legislation or regulation (e.g., operator’s manual, City of Billings Human Resources Employee Manual).
- *Safe Work Instructions* – MET Transit-specific procedures and instructions developed and used by management to manage health and safety and implement the SMS within the team.

When to use Safety Risk Mitigation:

- *Daily Operational Systems Assessment* - Methods that provide real-time feedback of safety compliance, adherence to established safety norms, or identified job hazards.
- *Design* – Steps taken to ensure safety requirements are considered in the planning, operation, and disposal of all items including shops, facilities, and equipment.
- Performance of asset condition assessments and SMS hazard analysis to ensure compliance with State of Good Repair standards.

Safety Risk Matrix Discipline Thresholds

- *Score of 15 or Above: Stop or Urgent Action* - Any risk that has been given a score of 15 or higher will result in a corrective action. Per the Risk Matrix these scores would require urgent action or cessation of action.
- *Score of 12 or below: Action* - Risks that have been given a score of 14 or below may result in a corrective action. MET Transit’s goal is to provide training and guidance to prevent incidents and risky behavior. Risks given a score of 14 below will be addressed with additional training and coaching letters; however, operators that are found to have repetitive risk behavior may be subject to disciplinary action.

SAFETY ASSURANCE

The purpose of Safety Assurance is to evaluate the overall effectiveness of safety risk controls established under Safety Risk Management and MET Transit PTASP. MET Transit is responsible for monitoring and evaluating the operations system to ensure that: 1) emerging risks are identified, 2) MET is in compliance with regulatory requirements applicable to the

SMS plan, and 3) the organization meets or exceeds its safety objectives through the collection, analysis and assessment of data regarding the organization's performance. MET Transit's safety assurance activities for supporting oversight and performance evaluation includes, but is not limited to:

- Quarterly Safety Meetings
- Monthly Safety Committee Meetings
- Safety Inspections
- Risk Assessment
- Internal Audits
- Employee Reporting
- Regular review of onboard and facility camera footage to assess employees and specific incidents
- Regular in field and on the job observation of employees
- Regular vehicle inspections and preventative maintenance
- Annual employee evaluations
- Regular mitigation review to determine identified mitigations that may be ineffective, inappropriate, or not implemented as they were intended.

MET's Chief Safety Officer and supervisory team will document all activities listed above. Upon review the MET team will make appropriate changes to safety practices to ensure that all mitigations are deemed effective.

Safety Event Investigation

Documented procedures are maintained for conducting safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event.

The Chief Safety Officer maintains all documentation of investigation policies, processes, forms, checklists, activities, and results. Safety event investigations are chaired by the Chief Safety Officer and will include Transit Supervisors and the Accountable Executive. The following determinations will need to be made:

- The accident was preventable or non-preventable;
- Personnel require discipline or retraining;
- The causal factor(s) indicate(s) that a safety hazard contributed to or was present during the event; and
- The accident appears to involve underlying organizational causal factors beyond just individual employee behavior

Employees violating mitigations of and policies to prevent catastrophic and unacceptable risks will result in disciplinary action, while undesirable and lower risks will require further

investigation on a case by case basis. All risk violations will be addressed directly with an employee by a Transit Supervisor. Refresher training will be provided to the identified employee as appropriate.

Monitoring of Safety Reporting

MET Transit's Chief Safety Officer and Safety Committee routinely review safety data captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Chief Safety Officer or Safety Committee may make recommendations to ensure concerns are investigated through the Safety Risk Management Process.

The Chief Safety Officer and Safety Committee also review internal and external audits to ensure compliance with all MET Transit safety regulations.

SAFETY PROMOTION

Training

The comprehensive safety training program applies to all employees directly responsible for safety, including:

- Transit operators,
- Dispatchers,
- Mechanics and Fleet Service Techs,
- Transit Supervisors,
- Chief Safety Officer, and
- Accountable Executive.

Resources are dedicated to conduct a comprehensive safety training program, as well as training on SMS roles and responsibilities. The scope of the safety training, including annual refresher training, is appropriate to each employee's individual safety-related job responsibilities and their role in the SMS.

Operations safety-related skill training includes the following:

- New-hire transit operator classroom and hands-on skill training,
- Transit Operator refresher training,
- Classroom and on-the-job training for dispatchers,
- Classroom and on-the-job training for Transit Supervisors,
- Accident investigation training for the Chief Safety Officer, Transit Supervisors and Accountable Executive.

Vehicle maintenance safety-related skill training includes the following:

- Ongoing vehicle maintenance technician skill training,
- Ongoing skill training for vehicle maintenance Transit Supervisor,
- Ongoing hazardous material training for mechanics, fleet services technicians, and
- Training provided by vendors.

The Accountable Executive, Chief Safety Officer, and Transit Supervisors must complete FTA'S SMS Awareness online training.

Safety Communication

The Chief Safety Officer and Transit Supervisors, coordinate safety communication activities for the SMS. Activities focus on the three categories of communication activity established in 49 CFR Part 673 (Part 673):

- **Communicating safety and safety performance information throughout the agency:**
Information is communicated on safety and safety performance through the MET Transit Safety Bulletin Board and with a permanent agenda item in all quarterly Drivers' Meetings dedicated to safety. Information typically conveyed during these meetings includes safety performance statistics, lessons learned from recent occurrences, upcoming events that may impact service or safety performance, and updates regarding SMS implementation, policy, and procedures. Requests for information from drivers during these meetings is also recorded in meeting minutes.
- **Communicating information on hazards and safety risks relevant to employees' roles and responsibilities throughout the agency:**
As part of new-hire training, safety policies and procedures are distributed, included in the Employee Handbook, to all employees. Training is provided on these policies and procedures and discussed during safety talks between Transit Supervisors and bus operators and vehicle technicians. For newly emerging issues or safety events at MET, the Chief Safety Officer issues bulletins or messages to employees that are reinforced by Transit Supervisors in one-on-one or group discussions with employees.
- **Informing employees of safety actions taken in response to reports submitted through the Employee Safety Reporting Program:**
Targeted communication to inform employees of safety actions taken in response to reports submitted through the Employee Safety Reporting Program is provided, including handouts and flyers, safety talks, updates to bulletin boards, and one-on-one discussions between employees and supervisors.

Safety Recognition

MET Transit would like to recognize employees that exemplify workplace safety.

Policy

- Annually
 - On their anniversary date, each employee will be eligible to receive a pin recognizing their dedication to safety. Pins will be awarded during each employee's annual evaluation.
 - To receive a pin an employee must be in good safety standing. During the annual evaluation a supervisor will review supervisor notes, corrective actions, and any other information in an employees personnel file to determine pin eligibility.
- Milestone Years
 - Beginning at 5 years of safe service an employee will receive a MET Transit coat with years of safe service embroidered on it.
 - Coats will be distributed on employee anniversaries in increments of 5 years.
 - MET Transit will be responsible for the initial cost of each coat; however, if during the 5 years the coat needs replacement, the employee can utilize their uniform budget to have it replaced.

*MET Transit will be starting the coat program retroactively, meaning that we will comb through each employee's record from their start date and awarding safety items accordingly.

COMMONLY USED ACRONYMS

Acronym	Word or Phase
PTASP	Public Transit Agency Safety Plan
CSO	Chief Safety Officer
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
MPO	Metropolitan Planning Organization
SMS	Safety Management System
SRM	Safety Risk Management



APPENDIX A – NEAR MISS/ HAZARD IDENTIFICATION FORM

City of Billings MET Transit
Near Miss/Hazard Identification Report

Form with sections: A. Near Miss/ Hazard Description (Complete all that apply), checkboxes for Near Miss and Workplace Hazard, and fields for Date, Employee, Location and Unit Number, and Reported to Supervisor.

Form with sections: Describe the near miss/ hazard, Root Cause(s)/Contributing Factor(s), Mitigation Action Taken (If necessary), Immediate, and Long Term.

B. Environmental (Check or complete all that apply)



Potential Release (gas, liquid, solid)	Estimated Amount	Unit of Measure

C. Mitigation Action Complete	
Supervisor Signature:	Date:
Employee Signature:	Date:
D. Corrective Action (If applicable)	
<input type="checkbox"/> Oral Warning <input type="checkbox"/> Written Warning	
Employee Signature:	Date:
Supervisor Signature:	Date:



APPENDIX C – HARRASMENT REPORT FORM

**CITY OF BILLINGS
HARRASMENT REPORT**
(Submit to Human Resources)

Name: _____ Job Title: _____
Department/Divison: _____ Supervisor: _____

STATEMENT:

Name(s) of Witnesses:

Description of Incident: (Describe in your own words the actions of all involved - attach additional pages if necessary)

I understand that Human Resources will conduct an investigation of my report. A report of harassment, its investigation, the outcome of the investigation and any action taken relating to a specific employee is confidential. Dissemination of confidential information shall be limited to persons with a need to know in order to conduct an investigation and take appropriate corrective action.

I hereby authorize dissemination of information regarding this report to other persons with a need to know.

I acknowledge that I have read and understand the above statements and certify that all information I have provided is true to the best of my knowledge.

Employee Signature: _____ Date: _____ Time: _____
Submitted to: _____ Date: _____ Time: _____

March 2004



APPENDIX D – WORKPLACE VIOLENCE REPORT FORM

**CITY OF BILLINGS
REPORT OF WORKPLACE VIOLENCE**
(Submit to Human Resources)

Name: _____ Job Title: _____
Department/Division: _____ Supervisor: _____

STATEMENT:

Name(s) of Witnesses:

Description of Incident: (Describe in your own words the actions of all involved - attach additional pages if necessary)

I understand that Human Resources will conduct an investigation of my report. A report of workplace violence, its investigation, the outcome of the investigation and any action taken relating to a specific employee is confidential.

Dissemination of confidential information shall be limited to persons with a need to know in order to conduct an investigation and take appropriate corrective action.

I hereby authorize dissemination of information regarding this report to other persons with a need to know.

I acknowledge that I have read and understand the above statements and certify that all information I have provided is true to the best of my knowledge.

Employee Signature: _____ Date: _____ Time: _____
Submitted to: _____ Date: _____ Time: _____

March 2004

APPENDIX E- SAFETY RISK REGISTER

 SAFETY RISK REGISTER									
Risk ID #	Risk Identification/ Description/Date	Risk Evaluation (1 to 25)	Risk Impact Time Horizon (short term or long term/phase)	Risk Control (Internal or external)	Area of Impact (time, cost, quality, other projects)	Response Strategy (Eliminate, reduce likelihood, reduce impact, accept, transfer)	Assigned Staff Member to Handle Risk	Risk Evaluation After Mitigation	Date Completed
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									



APPENDIX F – CITY ACCIDENT/INJURY REPORT



(Revised May '07)

CITY of BILLINGS ACCIDENT/INJURY FORM

- REPORT OF: Employee on-the-job injury*
 (Check all that apply) Occupational illness*
 Damage to City property
 Damage to citizen's property or person

THIS FORM MUST BE COMPLETED AND SUBMITTED TO THE SAFETY OFFICER. EMAIL TO vergerj@ci.billings.mt.us or FAX TO 657-8390, or SEND VIA COURIER. A DRAFT COPY IS REQUESTED AS SOON AS POSSIBLE, EVEN IF/WHILE YOU ARE ATTEMPTING TO ROUTE FOR REVIEW AND SIGNATURES.

EMPLOYEE

Employee: _____ Dept & Position: _____ Work Phone: _____

Supervisor: _____ Supervisor Phone: _____

INCIDENT

Date & Time of Incident: _____ Address/Location of Incident: _____

Describe what occurred: _____

Investigating Police Officer: _____ Report No.: _____

CDL Holders: Was employee drug/alcohol tested? Yes No If no, why not _____
 (Employee must be immediately tested if any of the following occurs: 1) Fatality; 2) Medical Treatment away from scene & City driver cited; 3) Disabling damage to any vehicle & City driver cited).

EMPLOYEE INJURY

Type of Injury and Part(s) of Body * _____
 (*Be specific. e.g., sprained R ankle, bruised L wrist, etc.)

Did or will the employee seek medical treatment? Yes No Name of Dr./Hospital: _____

Type of medical treatment: _____
 (Must submit doctor's statement/restrictions/release)

Did a doctor remove the employee from work? Yes No Date(s) of absence: _____

Did a doctor impose restrictions or limitations due to this injury? Yes No

If yes, explain: _____

{This is my claims for workers' compensation benefits due to an on-the-job injury, occupational disease or death of the above named worker . I understand that signing this claim for compensation authorizes the release of rehabilitation records, Social Security records and health care information (medical records) relevant to this claim to the workers' compensation insurer and insurer's agents. I also understand that if I obtain or exert unauthorized control over workers' compensation benefits, I may be fined and/or imprisoned.}

CITY VEHICLE AND/OR OTHER CITY PROPERTY

Description of Property _____

Vehicle Year, Make & Model _____ Vehicle No.: _____

Description of Damage (Attach/Enclose photos): _____



CITIZEN/OTHER PARTY INFORMATION

Name: _____ Address: _____ Phone(s): _____

City/ST/Zip _____ Phone(s): _____

Driver Name (if different than above): _____ Phone(s): _____

Owner Name (if different than above): _____ Phone(s): _____

Description of Damage (Attach/Enclose photos): _____

Vehicle Year/Make/Model: _____ License Plate No.: _____ VIN: _____

Insurance Company: _____ Policy No: _____

Agent: _____ Agent Phone: _____

Citizen injuries and treatment: _____

Doctor or Hospital: _____

WITNESSES: (Attach signed witness statements as appropriate)

Witness Name: _____ Phone: _____ Address: _____

Witness Name: _____ Phone: _____ Address: _____

Witness Name: _____ Phone: _____ Address: _____

SUPERVISOR'S SECTION

Date/time employee reported incident to you: _____

Based on your investigation, what was the cause of this accident ?

UNSAFE ACT

- FAILURE TO FOLLOW RULES
- IMPROPER PROCEDURE
- HASTE
- FAILURE TO OBTAIN HELP
- IMPROPER USE OF TOOLS/ EQUIPMENT
- INATTENTION OR DISTRACTION
- FAILURE TO USE PPE

UNSAFE CONDITION

- UNSAFE LAYOUT
- UNSAFE EQUIPMENT/FACILITIES
- INSUFFICIENT EMPLOYEE TRAINING
- ACTION OF ANOTHER PERSON
- PERSONAL PHYSICAL CONDITION
- OTHER (EXPLAIN) _____

Supervisor's comments – Including what specific corrective actions have been/will be implemented to prevent similar injuries? _____

SIGNATURES: (Please print and sign form before submitting to HR)

Employee: _____ Date: _____

Supervisor: _____ Date: _____

Dept/Division Head: _____ Date: _____

FAX completed form HR: 657-8390.

APPENDIX G -SAFETY ASSURANCE POLICY

Purpose: The purpose of this policy is to provide the framework for a Safety Assurance program to ensure the delivery of quality public transportation for the citizens of Billings.

Policy: It is the policy of this department to have a Quality Assurance program using random reviews of camera footage, supervisor ride-a-longs, and ride checks quarterly. All on-call Transit Operators and Transit operators of this department will participate in this program.

Definitions:

- **Ride check:** A supervisor will follow an operator in a service vehicle while the operator is on a route. For up to 20 minutes and may include spot checks.
- **Ride-a-longs:** A supervisor will ride with an operator. For up to one hour of time.
- **Camera footage reviews:** A supervisor will review camera footage. For up to 20 minutes.
- **Superior:** Performance is consistently and significantly beyond established standards. Achieves performance objectives at a fully outstanding level and demonstrates exceptional skill levels.
- **Exceeds Expectations:** Performance is consistently above adequate skill levels. Achieves performance objectives, often beyond expectations.
- **Meets Expectations:** Performance consistently meets job requirements. Achieves performance objectives as stated.
- **Needs Improvement:** Performance in one or more skills is less than expected and needs improvement. Direction, supervision, and learning are required if performance objectives are to be achieved.
- **Unsatisfactory:** Performance in several skills is substantially weak. Performance objectives are not met even with close supervision. Substantial improvement by the employee is required.

Procedure: Supervisors will review route video footage, ride check an operator, or ride-a-long with up to 25 percent of the operators quarterly. Driver selection and review type will be random. Supervisors will be looking for but not limited to the following.

Problem-solving/Decision-making

Performance in non-stress conditions

Performance in stress conditions

Rules of the road

Driving proficiency.

Interactions with others

Any Safety Risks that arise from the review.

Each Quarterly review will be handled individually with the operator meeting with members of the supervisory team as soon as possible.

Each witnessed violation will be handled on a case-by-case basis.

- a. The evaluator will consider the risk of the violation.
- b. The evaluator will identify if the violation could be handled with coaching or training.
- c. The evaluator will use corrective action when the violation is 15 or above in the risk matrix. (See page 10 of the PTASP for the matrix.)
- d. The evaluator may use correct action for repeat offenses.
- e. Examples: The operator failed to call out the published time-point stops during the evaluation. The violation would be noted on the form and discussed with the operator. Example 2, the operator did not check a crosswalk for pedestrians and nearly hits a pedestrian while driving across the crosswalk at excessive speeds. The result of this violation would most likely result in corrective action.

APPENDIX H- SELF REPORTING AND NEAR MISS POLICY

PURPOSE

The purpose of this policy is to cultivate and foster a proactive safety culture in which employees are comfortable and encouraged to bring safety concerns and reports of close calls to the attention of MET Management. MET recognizes that employees are most familiar with the details of their respective jobs and work environment, which makes their input crucial to maintaining safety in the workplace.

POLICY

When witnessing an unsafe act, noticing an unsafe condition or near miss, or being involved in a near miss, employees must promptly report the unsafe condition or act to a Transit Supervisor, Chief Safety Officer, or Transit Manager.

No person will be penalized or retaliated against for bringing safety issues to the attention of management, including their involvement in near miss incidents. This statement does not apply to information received from a source other than the employee, or which involves an illegal act, or a deliberate or willful disregard of policy, regulations, or procedures. Repetitive risk behaviors displayed by an employee may also be subject to disciplinary action.

A near miss is defined as a safety event in which no property was damaged, and no personal injury was sustained, but given a slight shift in time or position, damage or injury easily could have occurred.

There are several ways employees can report their safety concerns to management:

- 4 Any safety concern may be reported directly to a Transit Supervisor or the Chief Safety Officer; **near misses** must be directly reported to a Transit Supervisor or the Chief Safety Officer.
- 5 Minor safety concerns, not including near misses, may be reported to Transit Dispatch.
- 6 Safety concerns, not including near misses, may be reported anonymously via the safety suggestion box, located in the employee METroplex break area.

All safety concerns and comments are reviewed with follow-up by the direct supervisors in a timely manner.

Examples of information typically reported include, but is not limited to:

- Safety concerns in the operating environment.
- Policies and procedures that are not working as intended.
- Information regarding safety events.
- Near misses.



APPENDIX I – SELF REPORT FORM

SELF REPORTING/NEAR MISS FORM

REPORTING EMPLOYEE (REQUIRED)	
DATE/TIME	
LOCATION/VEHICLE:	
EVENT DESCRIPTION:	
MITIGATION SUGGESTION:	

City Council Regular

Date: 01/10/2022
Title: Amend Park Development Council 2022 Proposed Annual Budget and Fee Structure
Presented by: Mike Whitaker, Parks, Recreation & Public Lands Director
Department: Parks/Rec/Public Lands
Presentation: No

RECOMMENDATION

Staff and the Parks, Recreation and Cemetery (PRC) Board recommend that the City Council approve the 2022 Amend Park Development Council (APDC) annual budget and fee structure as presented.

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

The APDC was established to promote and manage Amend Park; to raise funds to develop the park to complement the neighborhood, and fill a community need for a multi-use sports and special events complex with a focus on soccer. The APDC is required to submit an annual budget to the City Council for approval. The PRC Board reviewed the 2022 APDC proposed budget and fee structure on November 10, 2021. The PRC Board voted unanimously to recommend approval to the City Council. The proposed budget and fee structure are attached.

ALTERNATIVES

City Council may:

- Approve the proposed APDC 2022 annual budget and fee structure, or
- Amend and approve the proposed APDC 2022 annual budget and fee structure.

FISCAL EFFECTS

There are no changes from 2021 in the proposed APDC 2022 fee structure. The proposed APDC 2022 budget shows a positive net income of \$38,353.

Attachments

APDC 2022 Proposed Budget
APDC 2022 Proposed Fee Structure

Amend Park Development Council
Profit & Loss Budget Overview
 January through December 2022
AMEND PARK DEVELOPMENT COUNCIL
2022 BUDGET

Ordinary Income/Expense	<u>Jan - Dec 22</u>
Income	
Government Grants	\$ -
Advertising Income	\$ 3,000
Concession Revenues	\$ 46,400
Contributions - Unrestricted	\$ 250
Direct Public Support	
Individ, Business Contributions	\$ -
Total Direct Public Support	\$ -
Interest Income	\$ -
Miscellaneous Income	\$ -
Other Types of Income	
Miscellaneous Revenue	\$ -
Total Other Types of Income	\$ -
Park User Fees	\$ 198,400
Total Income	<u>\$ 248,050</u>
Gross Profit	<u>\$ 248,050</u>
Expense	
Equipment Purchases	\$ -
Referee Expense	\$ -
Alarm System	\$ 2,018
Professional Development	\$ -
cleaning Supplies	\$ 3,000
*Reconciliation Discrepancies	\$ -
*Payroll Expenses	\$ 80,150
Advertising	\$ 400
Bank Service Charges	\$ 138
Concessions	\$ 158
Concessions - Food	\$ 25,200
Depreciation Expense	\$ 12,000
Dues and Subscriptions	\$ 1,300

Amend Park Development Council
Profit & Loss Budget Overview
 January through December 2022
AMEND PARK DEVELOPMENT COUNCIL
2022 BUDGET

Facilities and Equipment		
Rent, Parking, Utilities	\$	690
Facilities and Equipment - Other	\$	-
Total Facilities and Equipment	\$	690
Field Expenses		
Fuel & Gas Expense	\$	1,000
Signs	\$	-
Layout	\$	1,000
Nets	\$	4,000
Paint	\$	9,500
Portable Toilets	\$	2,000
Turf Management		
Snow Plowing	\$	1,500
Landscaping	\$	-
2nd Mowing	\$	1,658
Weed Spray	\$	250
Aerataion	\$	3,000
Fertilizer	\$	6,700
Compost	\$	5,000
Top Soil	\$	4,500
Mowing, Weed Spraying Littler P	\$	21,200
Turf Management - Other	\$	-
Total Turf Management	\$	43,808
Field Expenses - Other	\$	-
Total Field Expenses	\$	61,308
Insurance - Liability	\$	3,100
Insurance - Workers Comp	\$	3,000
Miscellaneous	\$	1,200
Office Expense	\$	720
Operations		
Utilities		
Cleaning Expense	\$	500
Gas & Electric	\$	1,200
Pest Control	\$	900

Amend Park Development Council
Profit & Loss Budget Overview
 January through December 2022
AMEND PARK DEVELOPMENT COUNCIL
2022 BUDGET

		\$	-
Utilities - Other			
Total Utilities		\$	2,600
Taxes & Licenses		\$	255
Postage, Mailing Service		\$	220
Printing and Copying		\$	220
Supplies		\$	1,200
Telephone, Telecommunications		\$	720
Operations - Other		\$	-
Total Operations		\$	5,215
Other		\$	-
Payroll - Wages		\$	-
Payroll Expenses		\$	2,500
Reconciliation Discrepancies		\$	-
Repairs			
Building Repairs		\$	2,400
Equipment Repairs		\$	2,400
Field Maintenance		\$	1,200
Repairs - Other		\$	1,200
Total Repairs		\$	7,200
Travel and Meetings			
Conference, Convention, Meeting		\$	-
Travel		\$	400
Travel and Meetings - Other		\$	-
Total Travel and Meetings		\$	400
Uncategorized Expenses		\$	-
Total Expense		\$	209,697
Net Ordinary Income		\$	38,353

CAPTIAL ASSETS Budget

Turf field Capital Fund		\$	25,000
Robotic Field Painter		\$	35,000
Total Capital Assets Budget		\$	60,000
Total Balance after Capital Assets		\$	(21,647)
Funds carried over from FY2021		\$	21,647

AMEND PARK DEVELOPMENT COUNCIL

User Fee's 2022

Type	Field Size @ 1.5 Hour time frame	Fee
Match	11 v 11	\$100
	9 v 9	\$80
	7 v 7	\$64
	5 V 5	\$50
	4 v 4	\$50
	3 v 3	\$20
Lights	All per hour	\$10
Training	½ 11 v 11	\$50
	½ 9 v 9	\$40
	½ 7 v 7	\$32
	½ 5 v 5	\$25
	½ 4 v 4	\$25
	½ 3 v 3	\$20
Lights	All per hour	\$10

City Council Regular

Date: 01/10/2022
Title: BOC Property - Certificate of Survey
Presented by: Iverson Jessica
Department: City Hall Administration
Presentation: No

RECOMMENDATION

Staff recommends council approves for the mayor to sign the Certificate of Survey for the property located at 6014 S. Billings Blvd.

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

The property located at 6014 S. Billings Blvd. was purchased by the City of Billings earlier this year to allow for expansion of the Billings Operations Center campus. The certificate of survey has been updated to include new easements and ROW dedication for the Songbird Drive project on the west side of the property. The mayor is required to sign the certificate of survey as the property owner.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

There are no fiscal effects for signing the certificate of survey.

Attachments

C.O.S. - 6014 S Billings Blvd

CERTIFICATE OF SURVEY

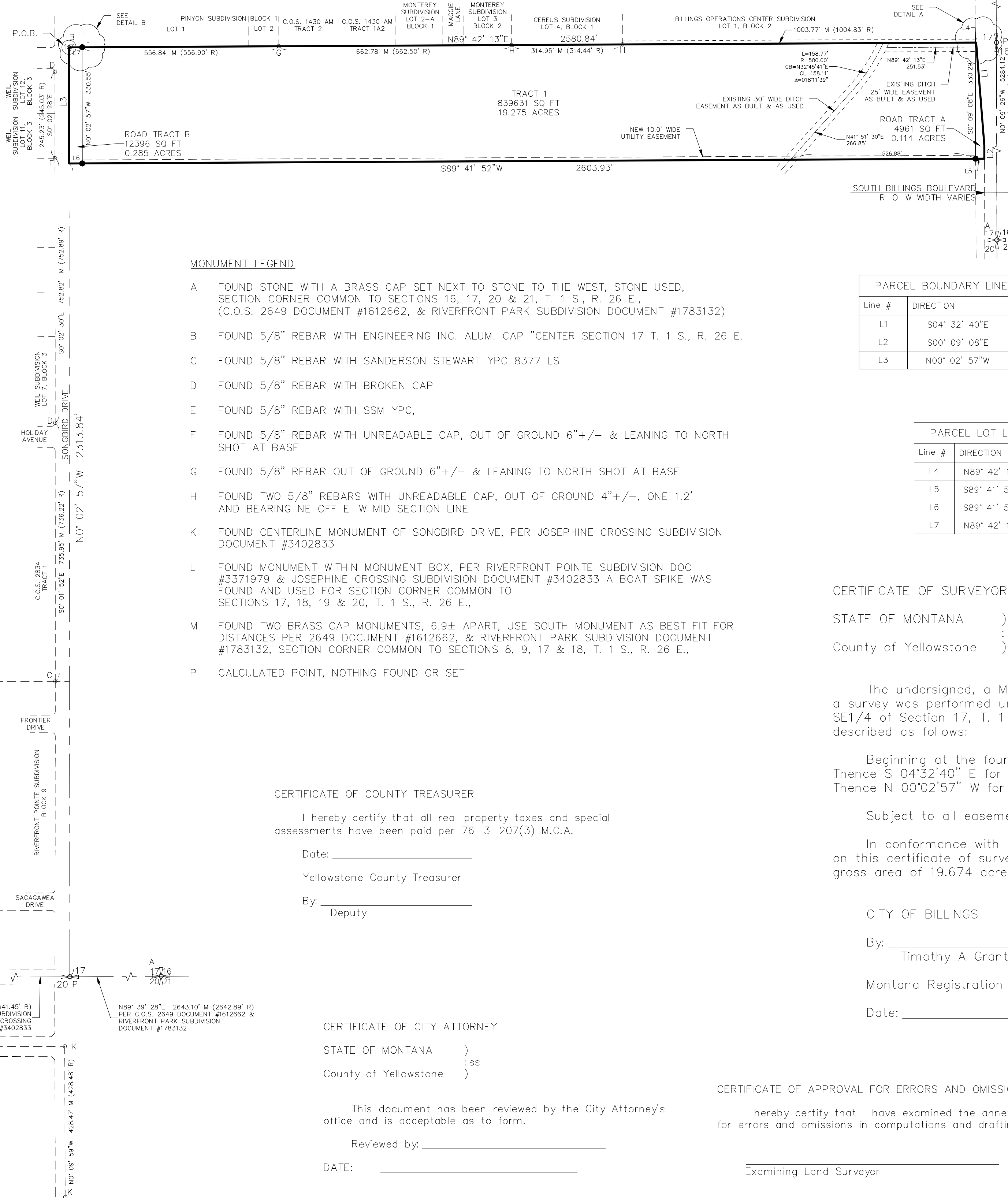
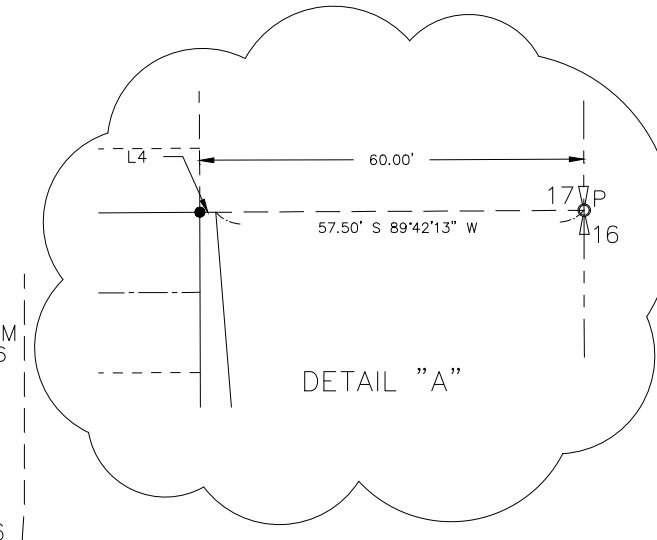
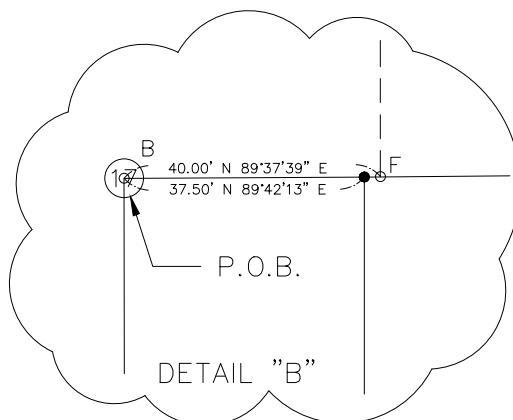
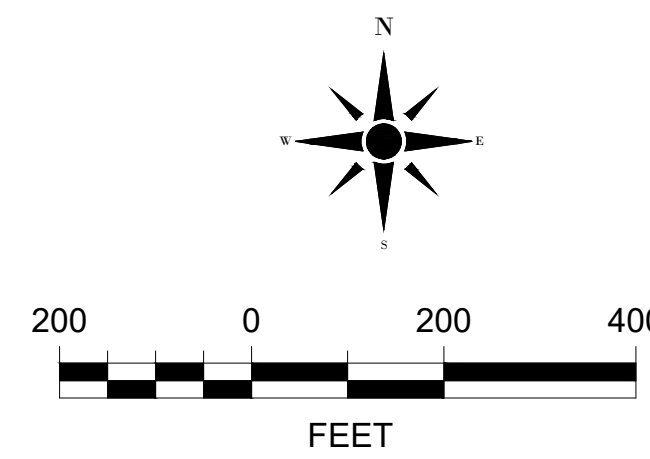
BEING AN UNPLATTED PARCEL OF LAND

SITUATED IN IN THE SE1/4 SECTION 17, T. 1 S., R. 26 E., P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

- = FOUND PROPERTY CORNER AS NOTED
- = SET 5/8" x 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF UNDERSIGNED LAND SURVEYOR

PREPARED FOR: THE CITY OF BILLINGS
 PREPARED BY: THE CITY OF BILLINGS
 SCALE: 1"=200' DATE: AUGUST, 2021

BASIS OF BEARING IS GPS OBSERVATION USING MONTANA STATE PLANE COORDINATES NAD83 MONTANA 2500, BETWEEN FOUND NORTHEAST CORNER OF SECTION 17, T. 1 S., R. 26 E., P.M.M., YELLOWSTONE COUNTY, DISTANCES ARE GROUND INTERNATIONAL FEET. GRID TO GROUND SCALE FACTOR 1.0001522659



MONUMENT LEGEND

- A FOUND STONE WITH A BRASS CAP SET NEXT TO STONE TO THE WEST, STONE USED, SECTION CORNER COMMON TO SECTIONS 16, 17, 20 & 21, T. 1 S., R. 26 E., (C.O.S. 2649 DOCUMENT #1612662, & RIVERFRONT PARK SUBDIVISION DOCUMENT #1783132)
- B FOUND 5/8" REBAR WITH ENGINEERING INC. ALUM. CAP "CENTER SECTION 17 T. 1 S., R. 26 E.
- C FOUND 5/8" REBAR WITH SANDERSON STEWART YPC 8377 LS
- D FOUND 5/8" REBAR WITH BROKEN CAP
- E FOUND 5/8" REBAR WITH SSM YPC.
- F FOUND 5/8" REBAR WITH UNREADABLE CAP, OUT OF GROUND 6"+/- & LEANING TO NORTH SHOT AT BASE
- G FOUND 5/8" REBAR OUT OF GROUND 6"+/- & LEANING TO NORTH SHOT AT BASE
- H FOUND TWO 5/8" REBARS WITH UNREADABLE CAP, OUT OF GROUND 4"+/-, ONE 1.2' AND BEARING NE OFF E-W MID SECTION LINE
- K FOUND CENTERLINE MONUMENT OF SONGBIRD DRIVE, PER JOSEPHINE CROSSING SUBDIVISION DOCUMENT #3402833
- L FOUND MONUMENT WITHIN MONUMENT BOX, PER RIVERFRONT POINTE SUBDIVISION DOC #3371979 & JOSEPHINE CROSSING SUBDIVISION DOCUMENT #3402833 A BOAT SPIKE WAS FOUND AND USED FOR SECTION CORNER COMMON TO SECTIONS 17, 18, 19 & 20, T. 1 S., R. 26 E.,
- M FOUND TWO BRASS CAP MONUMENTS, 6.9± APART, USE SOUTH MONUMENT AS BEST FIT FOR DISTANCES PER 2649 DOCUMENT #1612662, & RIVERFRONT PARK SUBDIVISION DOCUMENT #1783132, SECTION CORNER COMMON TO SECTIONS 8, 9, 17 & 18, T. 1 S., R. 26 E.,
- P CALCULATED POINT, NOTHING FOUND OR SET

Line #	DIRECTION	LENGTH
L1	S04° 32' 40"E	293.81
L2	S00° 09' 08"E	37.29
L3	N00° 02' 57"W	330.55

Line #	DIRECTION	LENGTH
L4	N89° 42' 13"E	2.50
L5	S89° 41' 52"W	25.00
L6	S89° 41' 50"W	37.50
L7	N89° 42' 13"E	37.50

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
) SS
 County of Yellowstone)

The undersigned, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month of September, 2021, a survey was performed under my supervision of a tract of unplatted land to be known as CERTIFICATE OF SURVEY _____, situated in the SE1/4 of Section 17, T. 1 S., R. 26 E., P.M.M., City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows:

Beginning at the found center section monument of Section 17 T. 1 S., R. 26 E., P.M.M., Thence N 89°42'13" E for a distance of 2580.84 feet; Thence S 04°32'40" E for a distance of 293.81 feet; Thence S 00°09'08" E for a distance of 37.29 feet; Thence S 89°41'52" W for a distance of 2603.93' feet; Thence N 00°02'57" W for a distance of 330.55 feet to the Point of Beginning.

Subject to all easements of record or apparent on the ground.

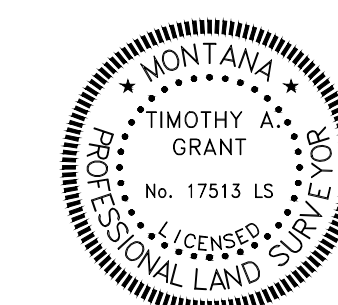
In conformance with Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with and as shown on this certificate of survey, that the monuments found and set are of the character and occupy the positions shown thereon and that the tract of land contains gross area of 19.674 acres and a net area of 19.275 acres, more or less.

CITY OF BILLINGS

By: _____
 Timothy A Grant

Montana Registration No. 17513 LS

Date: _____



CERTIFICATE OF APPROVAL FOR ERRORS AND OMISSIONS

I hereby certify that I have examined the annexed and foregoing CERTIFICATE OF SURVEY, for errors and omissions in computations and drafting.

Examining Land Surveyor _____ Date _____

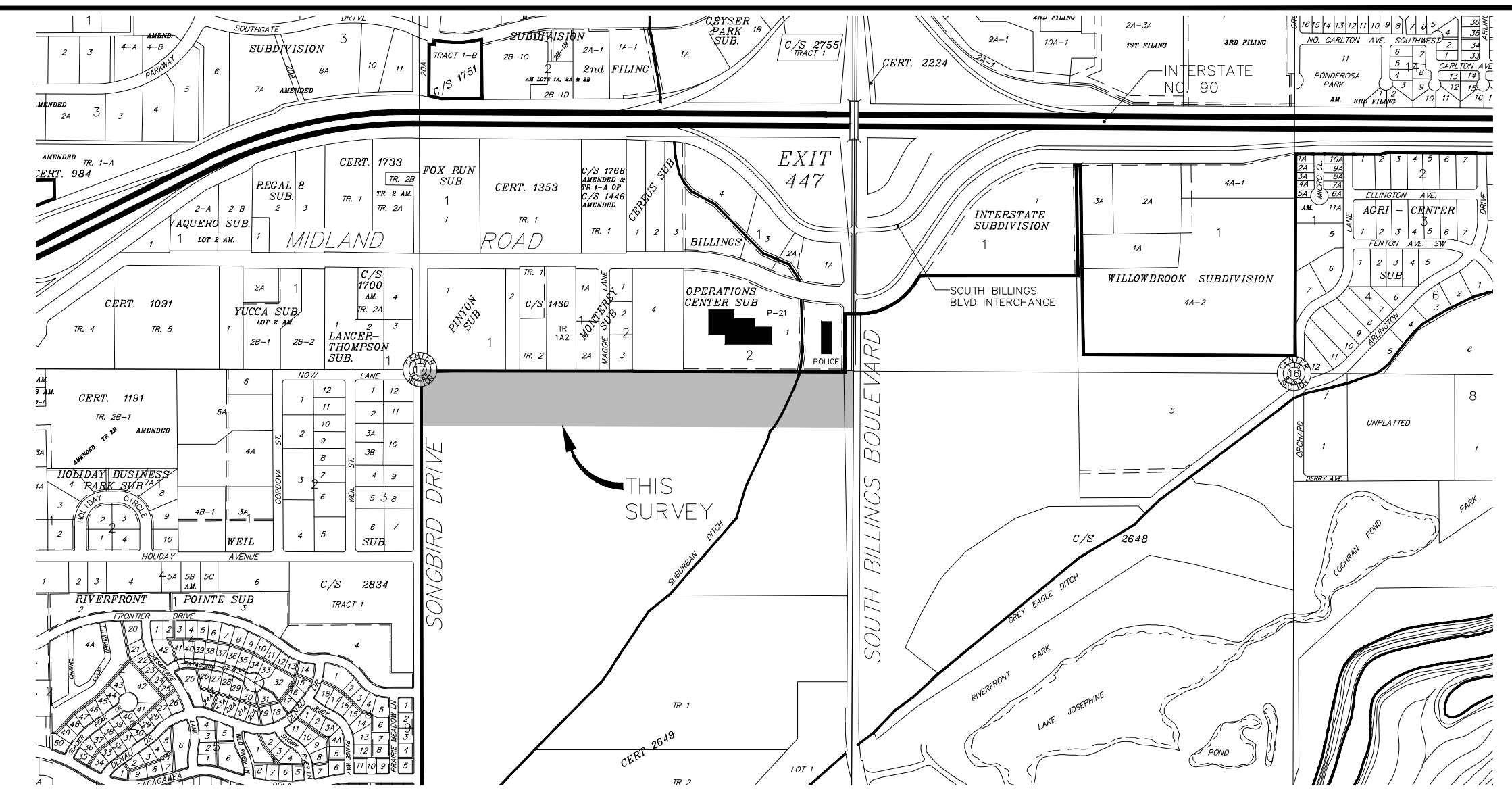
CERTIFICATE OF CITY ATTORNEY

STATE OF MONTANA)
) SS
 County of Yellowstone)

This document has been reviewed by the City Attorney's office and is acceptable as to form.

Reviewed by: _____

DATE: _____



VICINITY MAP
 NOT TO SCALE

PURPOSE OF SURVEY AND CERTIFICATE OF DEDICATION

The undersigned hereby certifies that the purpose of this survey is to retrace an unplatted tract of land described as being the N1/2N1/2N1/2SE1/4 of Section 17, T. 1 S., R. 26 E., P.M.M., less previously deeded portions for road purposes. City of Billings, Yellowstone County, Montana.

Therefore this survey is exempt per A.R.M. 76-3-404 (1)(a) "provides material evidence not appearing on any map filed with the county clerk and recorder or contained in the records of the United States bureau of land management"

Further purpose is to dedicate Right-Of-Way for Songbird Drive and South Billings Boulevard, therefore this survey is also exempt per M.C.A. 76-3-201 (1)(h) "is created for rights-of-way or utility sites. A subsequent change in the use of the land to a residential, commercial, or industrial use is subject to the requirements of this chapter".

This Certificate Of Survey is exempt from D.E.Q. review per M.C.A. 76-4-127 as adequate storm water drainage and adequate municipal facilities will be provided.

The undersigned further certify and grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair, and removal of their lines over, under and across the areas designated on the Certificate of Survey as "UTILITY EASEMENT" and that all lands included in all road tracts as shown on the annexed certificate of survey are hereby granted and donated to the use of the public forever. Said tract is to be known as Certificate Of Survey No. _____

CITY OF BILLINGS, MONTANA

By: _____
 William A Cole (Mayor)

Attest: _____
 Denise R Bohlman (City Clerk)

City Council Regular

Date: 01/10/2022
Title: Donations to the Billings Public Library
Presented by: Gavin Woltjer
Department: Library
Presentation: No

RECOMMENDATION

Staff recommends that the City Council accept the donations to the Billings Public Library.

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

The Billings Public Library Teen Tech Lab has received \$2,000 from the Library Foundation and \$500 from Humanities Montana, earmarked for STEAM Crates and teen book club kits, respectively.

ALTERNATIVES

City Council may:

- Approve the donations; or,
- Not Approve the donation

FISCAL EFFECTS

There is no budgetary impact.

City Council Regular

Date: 01/10/2022
Title: Acceptance of Donations to the Billings Police Department
Presented by: Rich St. John, Police Chief
Department: Police
Presentation: No

RECOMMENDATION

Staff recommends that City Council accept donations from various donors totaling \$39,746.48 to be used for the Shop with a Cop program, as well as other donations totaling \$18,000.

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

Council policy requires that any donation greater than \$500 must be approved by the City Council. Various donors wish to donate \$39,746.48 to the Billings Police Department Shop with a COP program. Twenty-one of the donors contributed \$500 or more.

Shop with a Cop establishes goodwill between area law enforcement agencies and families experiencing hardships by providing selected children referred by public and private organizations, the opportunity to shop with an Officer for Christmas gifts. This year the Billings Police Department, through local donations, is able to provide 50 kids with \$300 to shop for gifts for themselves and their families. An additional \$50 gift card will also be provided to each family for other holiday needs.

Additionally, two donations were made to support the upkeep of police K-9's to include an anonymous donation in the amount of \$3,000; and a \$5,000 donation from Scheels.

Another anonymous donation was made in the amount of \$10,000 for police operations to be used as needed.

ALTERNATIVES

City Council may:

- Approve the various donations to the Billings Police Department totaling \$57,746.48;
- Disapprove the various donations to the Billings Police Department totaling \$57,746.48 and provide further direction to staff.

FISCAL EFFECTS

There is no impact to the General Fund.

City Council Regular

Date: 01/10/2022
Title: \$2,500 Donation from ExxonMobil Pipeline Company
Presented by: Pepper Valdez, Fire Chief
Department: Fire
Presentation: No

RECOMMENDATION

Staff recommends acceptance of the \$2,500 donation from ExxonMobil Pipeline Company and to thank them for their support for the purchases and upgrades to our emergency response equipment.

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

ExxonMobil Pipeline Company presented the City of Billings Fire Department with a check in the amount of \$2,500 on December 7, 2021. Nicolas Medina, Public & Stakeholder Engagement Manager stated that these funds are being given in general support of the Billings Fire Department. City policy requires that any donation exceeding \$500.00 must be accepted by the City Council before the funds can be expended.

ALTERNATIVES

City Council may approve or not approve acceptance of the \$2,500 from ExxonMobil Pipeline Company.

FISCAL EFFECTS

Acceptance of this donation will allow the Fire Department to purchase or upgrade emergency response equipment.

City Council Regular

Date: 01/10/2022
Title: Grant Award of \$15,000 from the State of Montana Department of Justice
Presented by: Rich St. John, Police Chief
Department: Police
Presentation: No

RECOMMENDATION

Staff recommends that City Council approve a grant award in the amount of \$15,000 from the State of Montana Department of Justice to purchase a police K-9.

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

The Billings Police Department has been offered a grant from the State of Montana Department of Justice in the amount of \$15,000. This grant provides funding to purchase a K-9.

The Billings Police Department has always had an aggressive role in illegal drug suppression. Our dogs often assist the many county, state and federal law enforcement entities located nearby. We are also often requested to provide narcotic sniffs at schools, airport, jails and parcel delivery services. They also do countless PR events within the region. Our K-9's are an integral part of our organization and the community.

ALTERNATIVES

City Council may:

- Approve the grant award in the amount of \$15,000 from the State of Montana Department of Justice to purchase a police K-9; or,
- Not Approve grant award in the amount of \$15,000 from the State of Montana Department of Justice to purchase a police K-9 and provide further instruction to the Police Department.

FISCAL EFFECTS

There is no impact to the General Funds as no match is required.

City Council Regular

Date: 01/10/2022
Title: Resolution to Authorize Staff to Apply for American Rescue Plan Act (ARPA) Competitive Grant Funds
Presented by: Jennifer Duray
Department: Public Works
Presentation: No

RECOMMENDATION

Staff recommends that City Council approve the resolution authorizing staff to apply for ARPA Competitive Grant funds and authorize the Mayor to sign a financial commitment letter for each submitted project.

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

The American Rescue Plan Act (ARPA) of 2021 provides state and local aid to make necessary investments in water and sewer infrastructure. The Montana State Legislature passed HB 632 which directed the federal funds available under ARPA for use in Montana. One of the grants established in HB 632 is the Competitive Grant Program. The first round of applications for the Grant was due by July 15, 2021, and the City submitted eight (8) applications in the first round. Rules under the first round of competitive grants established a ceiling of \$25M per project and limited the funds to water and sewer infrastructure projects. To qualify, projects must be eligible under the Drinking Water State Revolving Fund or Clean Water State Revolving Fund which includes projects for treatment, transmission and distribution, source, storage, collection, reuse, and stormwater. The other primary eligibility criteria is the project should primarily be to address existing deficiencies rather than provide capacity for growth. Water and sewer projects that help address documented and potential health risks or are needed to be in compliance with regulations rank higher. Other ranking categories include readiness to proceed, rate affordability, and the amount of the local share match.

The Department of Natural Resources (DNRC) is responsible for reviewing and ranking the projects and recommending them for funding to the Infrastructure Advisory Commission. The Infrastructure Advisory Commission is responsible for reviewing the grant applications and providing recommendations to the Governor on which projects should be funded. The Commission recommended capping the grant award of each project in the first round to \$2 million and award the top ranking 73 projects and the Governor approved this recommendation. The City had three (3) projects in the top 73 and was awarded \$6 million in this first round.

The second round of competitive grant applications is due January 14, 2022. There are two changes from the rules specified during the first round. First, the ceiling for the grant has been reduced from \$25 million per project to \$2 million per project. Second, the proactive compliance points were reduced by 25 points and the formal enforcement action points were increased by 25 points. This change is detrimental to the City projects' ability to score well as

the City does not have any outstanding formal enforcement actions.

Eligible projects must be in an approved planning document such as a Capital Improvement Plan (CIP). Thus, staff is recommending submitting projects in adopted CIPs. There are two projects that scored relatively high during the first round that staff is recommending re-submitting in the second round as staff is of the opinion that these projects have a higher chance of success in this next round of grants. These two projects are West End Distribution and the FY22 Water Main Rehabilitation Program. Staff is also recommending submitting for the FY23 Water Main Rehabilitation Program.

While there are many projects in the CIP that are important, these projects most closely meet the criteria of the competitive grant program. A resolution authorizing staff to apply for these funds is required.

ALTERNATIVES

City Council may:

- Approve the resolution authorizing staff to apply for ARPA Competitive Grant funds; or,
- Not approve the resolution. If the resolution is not approved, the City will not apply for ARPA Competitive Grant funds.

FISCAL EFFECTS

ARPA Competitive Grant funds up to \$2 million per project can be applied for up until January 14, 2022. Each project must have a match for the grant funding. City staff is planning to apply for three water projects for total possible grant awards of \$6 million.

Attachments

Resolution

Commitment Letter - WE Distribution

Commitment Letter - FY22 Water Rehab

Commitment Letter - FY23 Water Rehab

RESOLUTION 22-_____

**A RESOLUTION AUTHORIZING THE CITY OF BILLINGS
TO APPLY FOR AMERICAN RESCUE PLAN ACT
COMPETITIVE GRANT FUNDS FOR ELIGIBLE WATER
PROJECTS AND AUTHORIZATION TO COMMIT
MATCHING FUNDS.**

WHEREAS, the United States Congress approved the American Rescue Plan Act of 2021, providing \$350 billion for eligible state, local, territorial, and tribal governments to respond to the COVID-19 emergency; and

WHEREAS, the State of Montana Legislature passed HB 632, providing appropriations and allocations of Federal funds; and

WHEREAS, one of the grants established in HB 632 is the Competitive Grant Program, providing funding for water and sewer infrastructure projects; and

WHEREAS, the Billings City Council has adopted a Capital Improvement Plan for long-range infrastructure programming that includes construction of water and wastewater infrastructure projects; and

WHEREAS, the City of Billings, Montana, being a local government is eligible to receive American Rescue Plan Act funds.

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

1. WATER PROJECTS. The Billings City Council approves this resolution to authorize staff to submit grant applications for American Rescue Plan Act Competitive Grant funds on behalf of the City of Billings for the following eligible water projects:
 - A. West End Distribution
 - B. 2022 Water Main Replacements
 - C. 2023 Water Main Replacements
2. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana,
on the _____ day of _____, 2022.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk



January 10, 2022

P.O. Box 1178
Billings, MT 59103
P 406.657.8433

State of Montana
American Rescue Plan Act (ARPA) Competitive Grant Program

Subject: Local Funding Match for City of Billings, Montana

As part of the Montana American Rescue Plan Act (ARPA) Grant application requirements, a local funding match is required. This letter serves as the City of Billings' Commitment as authorized by the Billings City Council to utilize funding established through the annual Capital Improvement Plan and annual Budget approval process to match grant funding for the West End Distribution project with local water funds.

The City of Billings is committed to the cost share component of this project for \$4,060,000 using water fund revenues.

Sincerely,

William A. Cole
Mayor, City of Billings

cc: Jennifer Duray, Deputy Public Works Director



January 10, 2022

P.O. Box 1178
Billings, MT 59103
P 406.657.8433

State of Montana
American Rescue Plan Act (ARPA) Competitive Grant Program

Subject: Local Funding Match for City of Billings, Montana

As part of the Montana American Rescue Plan Act (ARPA) Grant application requirements, a local funding match is required. This letter serves as the City of Billings' Commitment as authorized by the Billings City Council to utilize funding established through the annual Capital Improvement Plan and annual Budget approval process to match grant funding for the 2022 Water Main Replacements project with local water funds.

The City of Billings is committed to the cost share component of this project for \$2,320,000 using water fund revenues.

Sincerely,

William A. Cole
Mayor, City of Billings

cc: Jennifer Duray, Deputy Public Works Director



January 10, 2022

P.O. Box 1178
Billings, MT 59103
P 406.657.8433

State of Montana
American Rescue Plan Act (ARPA) Competitive Grant Program

Subject: Local Funding Match for City of Billings, Montana

As part of the Montana American Rescue Plan Act (ARPA) Grant application requirements, a local funding match is required. This letter serves as the City of Billings' Commitment as authorized by the Billings City Council to utilize funding established through the annual Capital Improvement Plan and annual Budget approval process to match grant funding for the 2023 Water Main Replacements project with local water funds.

The City of Billings is committed to the cost share component of this project for \$2,000,000 using water fund revenues.

Sincerely,

William A. Cole
Mayor, City of Billings

cc: Jennifer Duray, Deputy Public Works Director

City Council Regular

Date: 01/10/2022
Title: Second Reading - Text Amendments to Article 7-1800, BMCC, TDS Cable Franchise
Presented by: Stacy Tenney
Department: Legal
Presentation: Yes

RECOMMENDATION

City Staff recommends Council approve second reading of minor ("housekeeping") amendments to Article 7-1800, Cable System Franchise.

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

City staff and TDS Metrocom, LLC (TDS), seek joint approval of two text amendments to clarify the parties' intentions of terms in Article 7-1800, BMCC. The need for clarification and amendments was realized while using Article 7-1800, BMCC, as a template for the cable system renewal franchise with Spectrum Pacific West, LLC, doing business locally as Charter Communications, which was adopted on December 13, 2021. The first text amendment seeks to amend the definition of "Gross Revenues" in Section 7-1801(2)(b), BMCC, to clarify that Public, Educational and Governmental (PEG) fees are not included in the definition of "Gross Revenues"; these are fees of general applicability which the City imposes on TDS to collect from its subscribers and cannot be included as gross revenues in calculating the 5% franchise fee owed to the City under the franchise pursuant to federal law. The second text amendment seeks to amend Section 7-1808(h)(2), BMCC, to clarify the parties' intent that the Grantor (the City) is only required to show the previous year's budgeted PEG expenditures and use if requested by TDS. Thus, the parties are seeking to amend the apostrophe in "years"" so it is a singular unit referring to the previous "year's" PEG capital support fee rather than the vague reference to "years"" that could be interpreted to mean any number of years.

Both amendments would clarify and provide the same terms as have been adopted in the Charter cable system franchise.

STAKEHOLDERS

City of Billings and TDS Metrocom, LLC

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

No fiscal effects.

SUMMARY

The proposed "housekeeping" amendments to the TDS franchise, specifically to the definition of "Gross revenues" Sec. 7-1801 (2)(b), and Sec. 7-1808 (h)(2), BMCC, clarify and correct the intentions of the City and TDS and will provide the same terms as the competitive cable system franchise with Spectrum Pacific West, LLC, doing business locally as Charter Communications, adopted December 13, 2021.

Attachments

Article 7-1800 BMCC Housekeeping Amendments

ORDINANCE NO. 21-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY REVISING ARTICLE 7-1800 FOR THE PURPOSE OF HOUSEKEEPING TEXT CHANGES.

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

Section 1. That the Billings, Montana, City Code be amended by revising Article 7-1800, to read as follows:

ARTICLE 7-1800. CABLE SYSTEM FRANCHISE

Sec. 7-1801. Definition of terms.

For the purpose of this Article, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. Any word or phrase not defined in this Section shall have the same meaning as in 47 U.S.C § 521 et seq. ("Cable Act") and associated Federal Communications Commission ("FCC") rules and regulations. Otherwise, words shall have their ordinary meaning.

"Basic Cable Service" means the most highly penetrated, separately-priced Service Tier that is available without the purchase of any other Service Tier and which includes the retransmission of local broadcast signals.

"Cable Act" means Title VI of the Communications Act of 1934, as amended.

"Cable Ordinance" means the Model Cable System Franchise set forth in Article 7-1600, Billings, Montana City Code.

"Cable Service" shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

"Cable System" shall mean a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Service Area, but such term does not include:

- (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations;

- (2) a facility that serves Subscribers without using any public right-of-way;
- (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§ 201 et seq., except that such facility shall be considered a cable system (other than for purposes of 47 U.S.C. § 541 (c)) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services;
- (4) an open video system that complies with 47 U.S.C. § 653;
- (5) any facilities of any electric utility used solely for operating its electric utility systems.

The term "Cable System" includes wires, cables, conductors, ducts, poles, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary to the operation of the Cable System.

"Drop" means the cable that connects the ground block on the Subscriber's residence to the nearest feeder cable of the Cable System.

"FCC" means the Federal Communications Commission, or successor governmental entity thereto.

"Franchise" means an initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to 47 U.S.C. § 546) issued by the Grantor, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a Cable System.

"GAAP" means Generally Accepted Accounting Principles.

"Grantor" means the City of Billings, Montana or any lawful successor or assign.

"Grantee" means TDS Metrocom, LLC, or the lawful successor, transferee, or assignee thereof.

"Gross Revenues" means all amounts derived by the Grantee and/or affiliate from the operation of the Grantee's Cable System to provide Cable Services within the Service Area.

- (1) "Gross Revenues" include, by way of illustration and not limitation:
 - (a.) Fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial

Subscribers, including revenues derived from the provision of Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, audio channels and video-on-demand Cable Services);

- (b.) Installation, disconnection, reconnection, downgrade, upgrade, maintenance, repair, or similar charges associated with Subscriber Cable Service;
 - (c.) Fees paid to the Grantee for channels designated for commercial/leased access use, which shall be allocated on a pro rata basis using total Cable Service Subscribers with the Service Area;
 - (d.) Converter, remote control, and other Cable Service equipment rentals, leases, or sales (but not revenues from equipment used exclusively for the provision of services that are not Cable Service);
 - (e.) Advertising Revenues as defined herein;
 - (f.) Fees including, but not limited to: a) late fees, convenience fees and administrative fees which shall be allocated in accordance with GAAP; and 2) Franchise fees;
 - (g.) Commission from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Services Subscribers within the Service Area;
 - (h.) "Advertising Revenue" shall mean amounts derived from sales of advertising on any Cable Service made available the Grantee's Cable System Subscribers within the Service Area and shall be allocated on a pro rata basis using total Cable Service Subscribers reached by the advertising.
- (2) "Gross Revenues" shall not include:
- (a.) actual Cable Services bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the Service Area; and
 - (b.) any taxes and/or fees of general applicability imposed upon Grantee or Subscribers by any municipality, state or other governmental unit and required to be collected

by Grantee and remitted to the taxing entity, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;

- (c.) launch fees and marketing co-op fees to the extent consistent with GAAP; and,
- (d.) unaffiliated third party advertising sales agency fees which are reflected as a deduction from revenues to the extent consistent with GAAP.

(3) To the extent revenues are received by Grantee, or any affiliate of Grantee, for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published undiscounted rates for the components. This calculation shall be applied to every bundled service package containing Cable Service from which the Grantee derives revenues in the Service Area and shall be modified whenever a rate change occurs on any part of the bundled services. The Grantor reserves the right to review and to challenge the Grantee's calculations.

- M. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- N. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses held by the Grantor in the Service Area and which by their nature entitle the Grantor and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining a Cable System.
- O. "Service Area" means the present boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- P. "Service Tier" means a specific set of Cable Services which are made available as a group for purchase by Subscribers at a separate rate for the group.
- Q. "Standard Installation" is defined as any service installation that can be completed using a Drop of one hundred twenty five (125) feet or less.
- R. "Subscriber" means any Person who lawfully receives Cable Service of the Cable System and does not further retransmit it.

- S. “Video Programming” means any programming provided by, or generally considered comparable to programming provided by a television broadcast station.

Sec. 7-1802. Grant of franchise.

- (a) *Grant.* The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct, maintain, extend and operate a Cable System to provide Cable Services in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way a Cable System for the purpose of providing Cable Service. The Cable System shall be a Fiber-to-the-Premise (FTTP) network capable of delivering high-quality digital video signals meeting or exceeding FCC technical quality standards.
- (b) *Other Ordinances.* This Franchise is subject to the laws and regulations of the Grantor as now existing or as may hereafter be adopted. Provided that, neither party may unilaterally alter the express material rights and obligations set forth in this Franchise. In the event of a conflict between the express material rights of Grantee set forth in this Franchise and any ordinance adopted after the date hereof and this Franchise, the Franchise shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the Grantor. Provided further, the right to use the Public Ways is subject to the continuing regulation by the Grantor, the grant of this Franchise is not in lieu of any permits or zoning approvals that may be required, or fees associated with the same; and the grant of the Franchise does not give Grantee the right to maintain its facilities at any particular location in the Public Ways, and instead the Grantee shall have the duty to relocate or remove the same from time to time, as provided in this Franchise or under laws or regulations now existing or hereafter adopted.
- (c) *Public Hearing.* Before issuing any other Franchise or other authorization to provide multichannel video programming services, the Grantor shall conduct a public hearing to determine whether an applicant’s proposal for such Franchise or other authorization meets the future cable-related needs and interests of the community and any impact on the existing provision of Cable Service, except where such a hearing would be inconsistent with applicable laws and regulations. Grantee shall be notified of that hearing, and shall be given an opportunity to appear at the hearing and address issues relevant to the issuance of the Franchise or other authorization, except that nothing in this paragraph requires the Grantor to take any action that would result in a violation of applicable laws and regulations, or that prevent it from acting prior the expiration of any deadline.

- (d) *Competitive Equity.* In the event that the Grantor issues, or has issued, a Franchise or other authorization to any other entity to provide multichannel video programming services in the City comparable to the Cable Service provided by Franchisee, the Grantor agrees to engage in good faith discussions with Grantee regarding any modifications to this Franchise proposed by Grantee to ensure that the terms and conditions imposed on Grantee by this Agreement will be neither less favorable nor more burdensome than those governing any other such entity or otherwise give such other entity an unfair competitive advantage over Grantee.
- (e) *Term.* The Franchise granted hereunder shall be for an initial term of ten (10) years commencing on the effective date of the Franchise as set forth in Section 2, unless otherwise lawfully terminated in accordance with the terms of this Franchise.
- (f) *Renewal.* This Franchise will be automatically extended for an additional term of five (5) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

Sec. 7-1803. Standards of Service.

- (a) *General.* This Section sets forth minimum standards for service. All acts a Grantee is required to perform are at its expense, and at no expense to the Grantor except as otherwise stated herein.
- (b) *Conditions of occupancy.* The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.
- (c) *Restoration of public ways.* If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way to a condition better than, or equal to, the condition of the Public Way existing immediately prior to such disturbance.
- (d) *Relocation for the Grantor.* Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Grantee at its expense shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when required by the Grantor or any government entity by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or

improvements. The Grantee shall in all cases have the right of abandonment of its property, provided that, if property is abandoned, Grantee upon request must provide Grantor title to the property, free and clear of encumbrances.

- (e) *Relocation for a third party.* The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and as promptly as possible for a permanent relocation, considering the work to be performed in connection with that relocation.
- (f) *Relocation for a Person Authorized to Place Facilities in Rights of Way.* Grantee shall promptly protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee as required to enable another person authorized to place facilities in the rights of way (other than a person described in Sections 7-1803(d)-(e) to construct, modify, repair or maintain such facilities, with the cost therefore to be borne in accordance with applicable law. If applicable law requires such other person to pay for the cost of relocation, Grantee may require such payment in advance.
- (g) *Trimming of Trees and Shrubbery.* The Grantee shall have the authority to trim trees or other natural growth in order to access and maintain the Cable System, subject to the supervision of the Grantor. Nothing in this section relieves Grantee of any liability it may have to persons for damage caused to public or private property.
- (h) *Safety Requirements.* Construction, operation, repair, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable federal, state, and local regulations and the National Electric Safety Code and the National Electrical Code. The Cable System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.
- (i) *Underground Construction.* In those areas of the Service Area where all of the distribution facilities of the incumbent local exchange carrier and distribution lines of public utilities providing electric services are

underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground.

- (j) *Initial Build-Out of Cable System; Required Extensions of the Cable System.* Grantor acknowledges that because Grantee is entering a market where potential Subscribers already have access to two or more terrestrial or satellite providers of multichannel video programming service, requiring Grantee to initially buildout all of the Service Area as a condition of receiving a cable franchise may be economically prohibitive and construed as a barrier to entry for competitive cable service in the Service Area. Accordingly, the parties agree to implement the following procedure for the initial construction and subsequent extension of the Grantee's Cable System within the Service Area.
- (1) Within sixty (60) days following the effective date of this Franchise, the Grantor and Grantee shall establish a mutually agreeable construction start date that takes account such time as is reasonably necessary for Grantee to issue Requests for Proposals relating to the construction of the Cable System. No later than four (4) years from the agreed upon construction start date, Grantee's Cable System shall be capable of providing Cable Service to all of the Dwelling Units in the Initial Coverage Area, provided however that Grantee may request, and the Grantor shall not unreasonably withhold its approval of, extensions of this deadline based on construction delays caused or contributed to by unforeseen events outside Grantee's control.
 - (2) Within thirty (30) days following completion of the Initial Coverage Area construction required under paragraph (1), Grantee shall send written notification to Grantor of completion of Initial Coverage Area construction and Grantor may require grantee to expand its Cable System's coverage in accordance with the terms of this paragraph. No more than once a year, after receipt of a written request from Grantor, Grantee shall provide a report showing the current Penetration Level in Grantee's Service Area. If the Penetration Level is thirty-five percent (35%) or greater, the City may require Grantee to expand its Cable System to cover an additional seven percent (7%) of the Unserved Area by delivering written notice to Grantee. Upon receipt of such notice, Grantee shall have twenty-four (24) months to meet such expansion requirement. Grantee shall determine which portion of the Unserved Area it will serve to meet its obligation under this paragraph.
 - (3) Once Grantee has extended its Cable System to cover ninety-five percent (95%) of the Service Area in accordance with paragraph (2), the Grantee shall make available Cable Service distributed over the Cable System when Dwelling Units can be served by extension of the cable system past Dwelling Units equivalent to a density of seven (7) Dwelling

Units per one-quarter (1/4) mile of cable contiguous to the Cable System. Grantee may petition the Grantor for a waiver of this requirement, such waiver to be granted for good cause shown.

- (4) Extensions of the Cable System pursuant to paragraphs (2) and (3) shall be at the Grantee's cost.
- (5) In areas not meeting the requirements of seven (7) or more Dwelling Units per one-quarter (1/4) mile of cable contiguous to the Cable System, Grantee shall provide, upon request of any potential Subscribers desiring Cable Service from Grantee, an estimate of the costs required to extend the Cable System to such Subscribers. Grantee shall then extend the Cable System upon request and upon payment of any amount equal to the reasonable value of actual time and materials to be incurred by Grantee for such extension. If the Dwelling Unit is located within one hundred twenty-five (125) feet of Grantee's feeder cable, the installation cost for the Subscriber will be the Grantee's published rate for Standard Installations.
- (6) Definitions. For purposes of this Section 7-1803(j), the following terms shall have the meanings ascribed to them below:
 - (A) "Coverage Area" means any portion of the Service Area where Dwelling Units are passed by Grantee's Cable System activated plant.
 - (B) "Dwelling Units" means all residential single family or multi-family homes or units in the Service Area.
 - (C) "Initial Coverage Area" means an area comprised of seventy percent (70%) of the Dwelling Units in the Service Area.
 - (D) "Penetration Level" means the percentage obtained by dividing (x) the number of Grantee's Subscribers, by (y) the total number of Dwelling Units in Franchisee's Service Territory (e.g., $x/y =$ Penetration Level percentage).
 - (E) "Unserved Area" means any portion of the Service Area where the Dwelling Units are not in Grantee's Coverage Area.
- (k) *Emergency Use.* If the Grantee provides an Emergency Alert System ("EAS"), then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System.
- (l) *Non-Discrimination.* All Grantee's rates and charges shall be publicly-available and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall provide a minimum of thirty (30) days' written notice to Grantor and each

Subscriber before increasing any rates and charges. Grantee shall make its services available on a non-discriminatory basis, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military, or economic status, or physical or mental disability or geographic location within the Service Area. Nothing herein shall be construed to prohibit:

- (1) The temporary reduction or waiving of rates or charges in conjunction with promotional campaigns; or,
- (2) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens.

Sec. 7-1804. Regulation by the Grantor

- (a) *Franchise Fee.* The Grantee shall pay to the Grantor an annual franchise fee of five percent (5%) of annual Gross Revenues (as defined in this Franchise) computed in accordance with Generally Accepted Accounting Principles.
 - (1) Each annual payment shall be due forty-five (45) days following the end of the previous calendar year and shall be accompanied by a report prepared by a representative of Grantee showing the amount of the franchise fee due for each month covered by the annual payment. Upon written request, and subject to Section 7-1805(a), the Grantee shall provide such information as the Grantor may require to determine whether fees are being paid as required, attested to as accurate by an officer of the Grantee.
 - (2) *Limitation on Franchise Fee Actions.* The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due.
 - (3) No acceptance of any payment by the Grantor shall be construed as a release or an accord and satisfaction of any claim the Grantor may have for further or additional sums payable as a franchise fee or for the performance of any other obligation of Grantee.
- (b) *Rates and Charges.* The Grantor may regulate rates and charges except to the extent preempted from doing so by federal or state law.
- (c) *Transfer of Franchise.* The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee as of the Effective Date, without the prior consent of the Grantor, such consent not to be unreasonably withheld. A change of control of Grantee or entities controlling Grantee shall be treated as a transfer. No

such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness, provided that no such instrument permits any person to succeed to the ownership or control of the system without the approval of the Grantor. Without limiting the other provisions of this Franchise, Grantor and Grantee shall comply with any federal regulations governing transfer of cable systems. In deciding whether to grant or deny a request for transfer, the Grantor may consider any factors it may consider under applicable law, including the financial, technical and legal qualifications of the transferee

Sec. 7-1805. Books and Records

- (a) The Grantee agrees that the Grantor, upon thirty (30) days written notice to the Grantee, may review and copy such of its books and records at a mutually agreed upon time and place, as is reasonably necessary to ensure compliance with the terms of this Franchise, or applicable law, or to carry out any of the Grantor's obligations under the same. Such notice shall reference the Section of the Franchise or applicable law giving rise to the request, so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Grantor agrees that it will not disclose information provided to it which is marked as confidential or proprietary, except as required to do so by Montana public records statutes or by court order. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, and shall redact any such information.
 - (1) Upon request, Grantee shall provide the Grantor with maps of its system as built, in hard copy or, if the Grantor requests it, in an electronic format compatible with the Grantor's mapping systems.
 - (2) Grantor may require Grantee to produce reports reasonably necessary to ensure compliance with the terms of this Franchise, or applicable law, or to carry out any of the Grantor's obligations under the same.

Sec. 7-1806. Insurance and Indemnification

- (a) *Insurance Requirements.* The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance in the amount of one million five hundred thousand dollars (\$1,500,000) combined single limit for bodily injury and property damage. The Grantor shall be designated as an additional insured. Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the Grantor. The Grantee shall provide

a Certificate of Insurance showing evidence of the coverage required by this subsection.

- (b) *Indemnification.* Grantee shall indemnify, save harmless and defend the Grantor, its mayor and council, appointed boards and commissions, officers and employees, (collectively "Grantor and its agents") individually and collectively from all fines, liens, suits, claims, demands, actions, costs of litigation, attorneys' fees, judgments or liability of any kind ("Losses") (including but not limited to libel, slander, invasion of privacy, unauthorized use of any trademark, trade name or service mark, copyright infringement, injury, death or damage to person or property) arising out of or in any way connected with the installation, construction, operation, maintenance or condition of the Cable System. The Grantor shall give Grantee timely written notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the indemnity of this section, where Grantee is not a party thereto.

Sec. 7-1807. Enforcement and Termination of Franchise

- (a) *Violation.* In the event that the Grantor believes that the Grantee has not complied with the terms of the Franchise, or applicable law, the Grantor may commence a proceeding in any court or agency of competent jurisdiction, and take such other actions as are permitted under this section, or other applicable law.
- (b) *Liquidated Damages.* Grantee and Grantor agree to the following liquidated damages for the following violations. Grantee and Grantor agree that the liquidated damages amounts are in 2021 dollars and, upon notice from Grantor, may be increased once every three (3) years by the increase in the U.S. city average of the consumer price index. Damages accrue in accordance with subsection (c); provided that, nothing herein prevents Grantee from raising a defense to the imposition of liquidated damages from the date of the violation based upon laches, waiver, statute of limitations, or any other similar defense.
- (1) For transferring this Franchise without required approval: One thousand dollars (\$1,000.00) per day for each violation for each day the violation continues.
 - (2) For failure to comply with requirements for PEG use of the system for which damages to Grantor are not readily ascertainable: Two hundred fifty dollars (\$250.00) per day for each violation for each day the violation continues.
 - (3) For violation of customer service standards: One hundred dollars (\$100.00) per violation, except that violations of customer service standards, such as telephone answering standards, where the

operator's compliance is not measured in terms of its response to individual customers, one thousand five hundred dollars (\$1,500.00) a month for any period during which the Franchise fails to meet applicable performance standards, provided that, for purposes of this applying the telephone answering time standard, Grantee shall be deemed to have satisfied said standard whenever a Subscriber call is connected to an automated answering system within thirty (30) seconds after the call first rings and the Subscriber is transferred to a customer service representative within thirty (30) seconds after the Subscriber makes an automated or voice request to be so transferred; and

- (4) For all other material violations of this Franchise for which actual damages may not be ascertainable: Two hundred fifty dollars (\$250.00) per day for each violation for each day the violation continues.
- (c) *Procedures for Imposition of Liquidated Damages.* Grantor may impose liquidated damages in accordance with procedures in this section, provided that Grantee will not be liable for liquidated damages for violations of the customer service standards until ninety (90) days after it began serving its first Subscriber in the Service Area. Grantor shall provide Grantee written notice describing with reasonable specificity the alleged noncompliance, and provide Grantee with an opportunity to be heard at a public hearing, to show either that a violation has not occurred or that damages should not be imposed. The written notice shall be provided at least sixty (60) days prior to any hearing on the alleged noncompliance. Liquidated damages shall accrue from the date of the alleged violation.
- (d) *Nature of Liquidated Damages.* These sums are agreed upon as reasonable liquidated damages, developed in accordance with state law, and are not penalties.
- (e) *Revocation of Franchise.* The Grantor shall have the right to terminate, revoke or shorten the term of this Franchise for the reasons specified in the Cable Ordinance as of the effective date of this Franchise, pursuant to the procedures specified in the Cable Ordinance. Provided that, any amendments to the Cable Ordinance shall provide the same level of due process as is provided under the procedures provided for under the Cable Ordinance as the same existed on the effective date of this Franchise.
- (f) *Force Majeure.* Grantee shall not be deemed in default with provisions of this Franchise where performance was rendered impossible by war or riots, civil disturbances, floods, natural catastrophes, or other events beyond Grantee's control, provided that Grantee takes immediate and diligent steps to comply as soon as possible under the circumstances with this Franchise

without unduly endangering the health, safety and integrity of Grantee's employees or property, or the health, safety and integrity of the public, public rights-of-way, public property, or private property.

Sec. 7-1808. Public, Educational and Governmental Use

- (a) *Definitions:*
- (1) "Access, Public, Educational or Government, or PEG" refers to the availability of the System for Public, Education or Government ("PEG") use by various agencies, institutions, organizations, groups, and individuals, including the Grantor and its Designated Access Providers, to acquire, create, and distribute video and non-video communications not under Grantee's editorial control.
 - (2) "High definition" refers to television signals with a resolution of 1080i or 720p.
- (b) *Provision of Channel Capacity for PEG Use.* At such time as Grantee first provides Cable Service to its first Subscriber in the Service Area, the Basic Cable Service provided by Grantee shall include two channels designated for PEG use. The PEG channels shall not be used for any purpose inconsistent with applicable law.
- (c) *Management of Channel.* The Grantor shall designate who is responsible for managing the PEG channels provided under this Franchise.
- (d) *Availability.* The PEG channels provided under this Franchise shall be viewable by any Subscriber without the need for obtaining any equipment other than the equipment required to receive high definition broadcast channels; and shall be provided as part of Basic Cable Service.
- (e) *Electronic Program Guide.* To the extent technically feasible, Grantee will identify the PEG channels on the same interactive, on-screen electronic program guide ("EPG") on which the Grantee lists other channels. If the entity that is responsible for managing a PEG channel wants the EPG to display specific program-related information (e.g., title, date, and time of program, closed captioning availability, etc.), it shall be the sole responsibility of such entity both to timely provide the information that it wishes to have displayed to the entity that is responsible for programming the EPG and to bear any expenses associated with arranging for such display.
- (f) *Format.* PEG links and channels must be designed so that there is no noticeable deterioration in signal quality or programming as received from the PEG programmer and should be of a quality equivalent to other local

broadcast affiliate station channels carried on the Basic Cable Service. Grantee shall cablecast in high definition format any PEG programming provided in high definition format. If, at any time during the term of this Franchise, Grantee carries fifty (50%) percent of all commercial channels on the Basic Cable Service in an advanced format other than high definition, Grantee shall also carry the PEG channels in such format if so provided to Grantee and upon a schedule to be mutually agreed with the Grantor which may include carriage in more than one format for a transition period. Grantor will be responsible for the cost of upgrading its PEG facilities as needed to deliver the advanced format to Grantee; Grantee will be responsible for the cost of upgrading its facilities as needed to deliver the advanced format to Subscribers.

- (g) *Grantee's Responsibilities.* Grantee will provide and maintain a dedicated two-way activated fiber link between the Community Seven Television Playback Center at the Lincoln Center (the "Playback Center") and the Grantee's headend for cablecasting to Subscribers so that the transmission of any PEG channel emanating from the Playback Center can be monitored by Grantor. Grantee also will provide and maintain equipment to encode signals for transport from the Playback Center to the TDS headend. Grantee shall be responsible for ensuring that no material degradation occurs to signals emanating from said Playback Center during their transmission from Grantee's headend to Subscribers. The Grantee will provide and maintain dedicated activated fiber links between the Playback Center and the following locations so that each location may transmit signals without degradation to the Playback Center:

- (1) City Hall (Council Chambers/Municipal Court), located at 220 North 27th Street
- (2) Either (but not both) the Stillwater Building at 316 North 26th Street, or the Miller Building at 301 North 29th Street, with the decision as to which one of these buildings Grantee is obligated to provide connections shall be made by Grantor and communicated to Grantee in writing at least thirty (30) days prior to the date on which Grantee commences downtown construction of the Cable System.

If Grantee makes changes to its Cable System that necessitate modifications to PEG facilities and equipment, including but not limited to the links, Grantee shall provide any additional facilities or equipment necessary to implement such modifications within thirty (30) days of the date that the System changes are made, so that PEG facilities and equipment may be used and operated as intended.

- (h) *Other Capital Support for PEG.*

- (1) Grantee shall pay twenty-five cents (\$0.25) per Subscriber per month for capital support for PEG. Grantor may increase this fee to up to eighty-five cents (\$0.85) per subscriber per month and Grantee shall pay the increased fee beginning sixty (60) days after adoption of a resolution by the Grantor after at a public meeting, provided that such fee, as increased, is not greater than the PEG capital support fee required to be paid by any other Cable System serving the City. This charge for PEG capital support may be categorized, itemized and passed through to subscribers as a PEG fee on Subscriber's bills, at Grantee's option, as permitted by applicable law. Grantee shall remit the PEG capital support fee, separately itemized by month, to Grantor annually at the same time as Grantee remits the franchise fee payment due under Section 7-1804(a)(1).
- (2) Grantee shall not be responsible for paying the PEG capital support fee with respect to gratis or bad debt accounts. Upon Grantee's written request and due as agreed upon by both parties, the Grantor shall provide the Grantee with documentation showing expenditures for PEG capital use of the previous fiscal year's PEG capital support fee and showing the budgeted use of the current year's PEG funding. In the event the Grantor cannot demonstrate that PEG capital funding was used or budgeted for PEG capital needs, Grantee's PEG funding obligations going forward shall be reduced by an equivalent amount.
 - (i) *Channel Location.* Grantee agrees to use reasonable efforts to place the PEG channels on channel locations that are grouped with the local national network affiliated broadcast stations (e.g. ABC, CBS and NBC) in the Basic Cable Service. Grantee shall not change the channel position for the PEG channels without the Grantor's consent unless the change is required by federal law. The Grantor's consent will not be unreasonably withheld or delayed. Grantee shall pay reasonable, documented capital expenses associated with any change in the PEG channel positions, up to three thousand dollars (\$3,000.00) per change. Grantee shall give Subscribers advance notice, consistent with the federal customer service standards, of any change in the channel position of a PEG channel.
 - (j) *No Charge for Use.* The facilities, equipment and channel capacity provided for PEG use shall be available at no charge from Grantee to users, to the Grantor or to any entity responsible for managing a PEG channel.
 - (k) *Support not a franchise fee.* PEG capital support fee is not intended to represent part of the Franchise Fee and is intended to fall within one (1) or more of the exceptions in 47 U.S.C. § 542. So long as the PEG capital support fee is used by Grantor as permitted by applicable federal law, and this Franchise, Grantee agrees that it will not offset or reduce its payment

of past, present or future Franchise Fees required as a result of its obligation to remit the PEG capital support fee, unless otherwise mandated by applicable law.

Sec. 7-1809. Miscellaneous Provisions

- (a) *Actions of Parties.* In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.
- (b) *Entire Agreement.* This Franchise constitutes the entire agreement between the Grantee and the Grantor. Amendments to this Franchise shall be mutually agreed to in writing by the parties.
- (c) *Governing Law.* This Agreement shall be governed by the laws of the State of Montana unless expressly preempted by federal law. Venue for any litigation shall be in Yellowstone County, Montana.
- (d) *Notice.* Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Grantor or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, or c) within five (5) business days after having been posted in the regular mail.

The notices or responses to the Grantor shall be addressed as follows:

City of Billings
City Administrator
P.O. Box 1178
Billings, MT 59103

The notices or responses to the Grantee shall be addressed as follows:

TDS Metrocom, LLC
525 Junction Road
Madison, WI 53717
ATTN: Legal Department

The Grantor and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

- (e) *Descriptive Headings.* The captions to Sections and subsections contained herein are *intended* solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.
- (f) *Severability.* If any non-material Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

Section 2. EFFECTIVE DATE. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 3. REPEALER. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 4. 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 ____ day of _____, 2022.

PASSED, ADOPTED and APPROVED on second reading this _____ day of _____, 2022.

CITY OF BILLINGS:

BY: _____
William A. Cole, Mayor

Attest:

BY: _____
Denise R. Bohlman, City Clerk

ACCEPTED this ____ day of _____, 2022, subject to applicable federal and state law.

TDS, Metrocom, LLC

By:

Name: _____

Title: _____

City Council Regular

Date: 01/10/2022
Title: Ward Boundary Expansion Ordinance Second Reading - Annexation 21-12
Presented by: Monica Plecker
Department: Planning & Community Services
Presentation: No

RECOMMENDATION

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

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

Keith Grant of KB Rentals LLC submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located south of the South Frontage Road and east of East Lane. The property is described as Lot 4A of QFC Subdivision, First Filing. The land is legally described as Tracts of Land situated in the SW 1/4 of Section 18, T.1S., R.26E, P.M.M., Yellowstone County, Montana, more particularly described as follows Lot 4A, of Amended Plat of Lots 2, 3, 4, and 5 of, QFC Subdivision, First Filing, recorded September 09, 2020, under Document No. 3937860, on file and of record in the Records of Yellowstone County. Including all adjacent rights-of-way of South Frontage Road, Interstate 90 and B.N / Montana Rail Link Railroad. Said annexation containing 16.584 gross and 8.785 net acres, more or less. Upon Council approval, this annexation requires a change in the boundaries of Ward III.

Two readings are required for this action. The first reading and public hearing was held on December 13, 2021.

ALTERNATIVES

City Council may:

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

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

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 III 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 III the following described real property:

Tracts of Land situated in the SW 1/4 of Section 18, T.1S., R.26E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Lot 4A, of Amended Plat of Lots 2, 3, 4, and 5 of, QFC Subdivision, First Filing, recorded September 09, 2020, under Document No. 3937860, on file and of record in the Records of Yellowstone County.
Including all adjacent rights-of-way of South Frontage Road, Interstate 90 and B.N / Montana Rail Link Railroad.

Said annexation containing 16.584 gross and 8.785 net acres, more or less.

(# 21-12) See Exhibit "A" Attached

2. EFFECTIVE DATE. This ordinance shall be effective either thirty (30) days after second reading and final adoption as provided by law, or upon the effective date of Resolution No. 21-_____ approving the annexation of the above territory, whichever date is later.

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

4. 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.

PASSED by the City Council on the first reading this 13thth day of December, 2021.

PASSED by the City Council on the second reading this 10th day of January, 2022.

THE CITY OF BILLINGS:

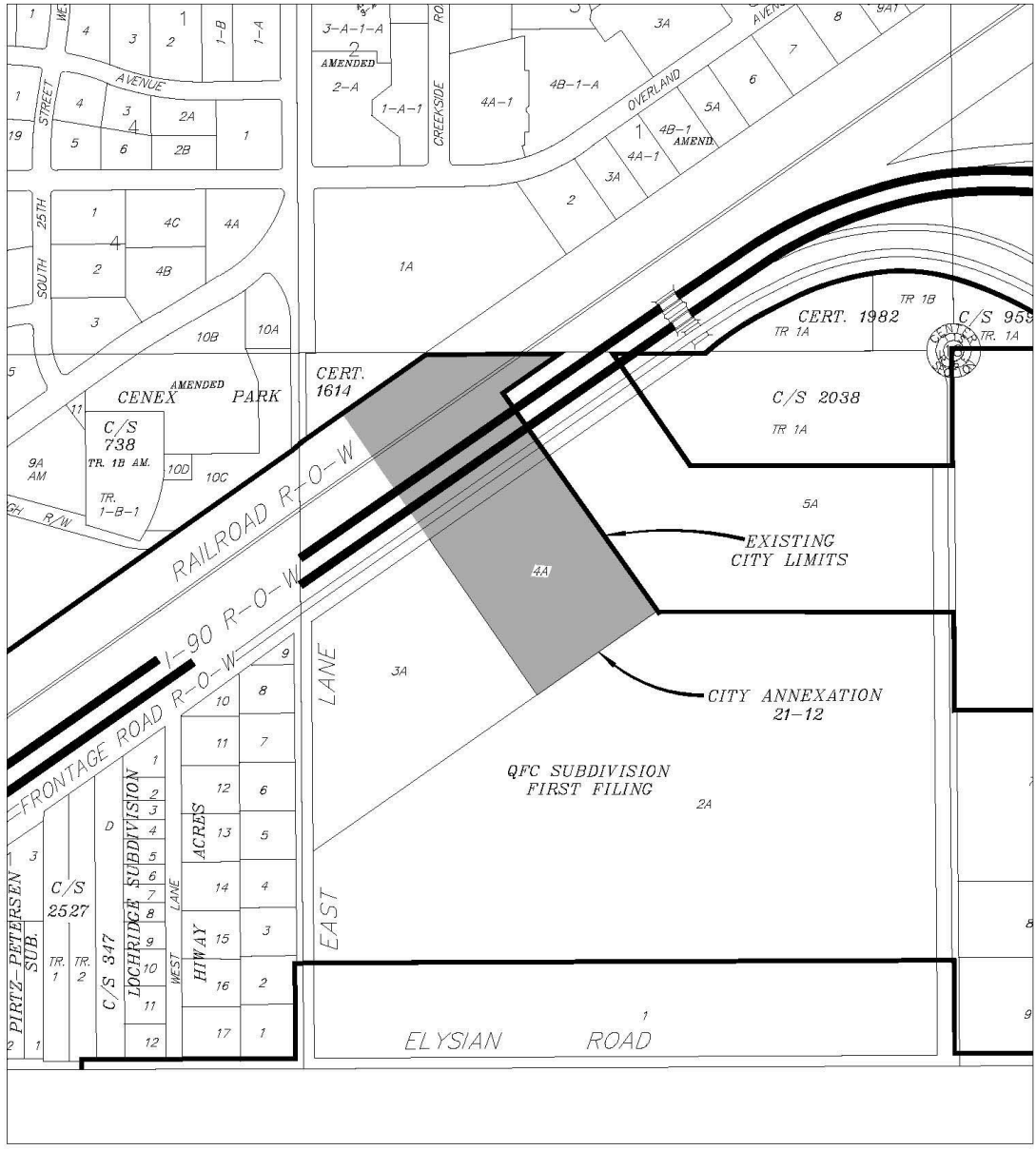
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#21-12)

EXHIBIT A



City Council Regular

Date: 01/10/2022
Title: Ward Boundary Expansion Ordinance Second Reading - Annexation 21-13
Presented by: Monica Plecker
Department: Planning & Community Services
Presentation: No

RECOMMENDATION

Staff recommends the City Council approve on second reading amending the boundaries of Ward III to include newly annexed property.

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

McCall Development submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located south of Elysian Road. The property is legally described using a metes and bounds which is provided in the ordinance attached to this memo. It is zoned Planned Development.

Upon Council approval, this annexation requires a change in the boundaries of Ward III. Two readings are required for this action. The first reading and public hearing was held on December 13th, 2021. Council approved the item unanimously, the second reading will occur on January 10, 2022.

ALTERNATIVES

City Council may:

- Approve adding the subject property to Ward III; or,
- Not Approve. Disapproval will not modify the boundary of Ward III 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.

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 III 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 III the following described real property:

A Tract of Land situated in the NW 1/4 of Section 19, T.1S., R.26E, P.M.M., Yellowstone County, Montana, more particularly described as:

Being a portion of Tract 2A of Amended Tract 2 of Certificate of Survey No. 3594, recorded March 01, 2019, under Document No. 3876931, that portion further described as follows:

Beginning at the most west-southwest corner of Lot 1 Block 17 of Annafeld Subdivision, Third Filing, recorded February 25, 2021, under Document No. 3961163; Thence N 89°57'56" E for a distance of 584.00 feet to a point on the east line of said Lot 1 Block 17; Thence S 00°08'35" E and along said lot line for a distance of 471.53 feet to a point on the north line of Tract 1, Certificate of Survey No. 1287, recorded November 27, 1972, under Document No. 921563; Thence S 89°57'56" W and along said north line for a distance of 684.00 feet; Thence N 00°08'35" W for a distance of 205.00 feet; Thence N 89°57'56" E for a distance of 100.00 feet; Thence N 00°08'35" W for a distance of 266.53 feet, to the Point Of Beginning.

Said tract of land describes Tract 2A-2 of proposed Amended Tract 2A of Amended Tract 2, Certificate of Survey No. 3594.

Said annexation containing 6.792 gross and net acres.

(# 21-13) See Exhibit "A" Attached

2. EFFECTIVE DATE. This ordinance shall be effective either thirty (30) days after second reading and final adoption as provided by law, or upon the effective date of Resolution No. 21-_____ approving the annexation of the above territory, whichever date is later.

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

4. 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.

PASSED by the City Council on the first reading this 13th day of December, 2021.

PASSED by the City Council on the second reading this 10th day of January, 2022.

THE CITY OF BILLINGS:

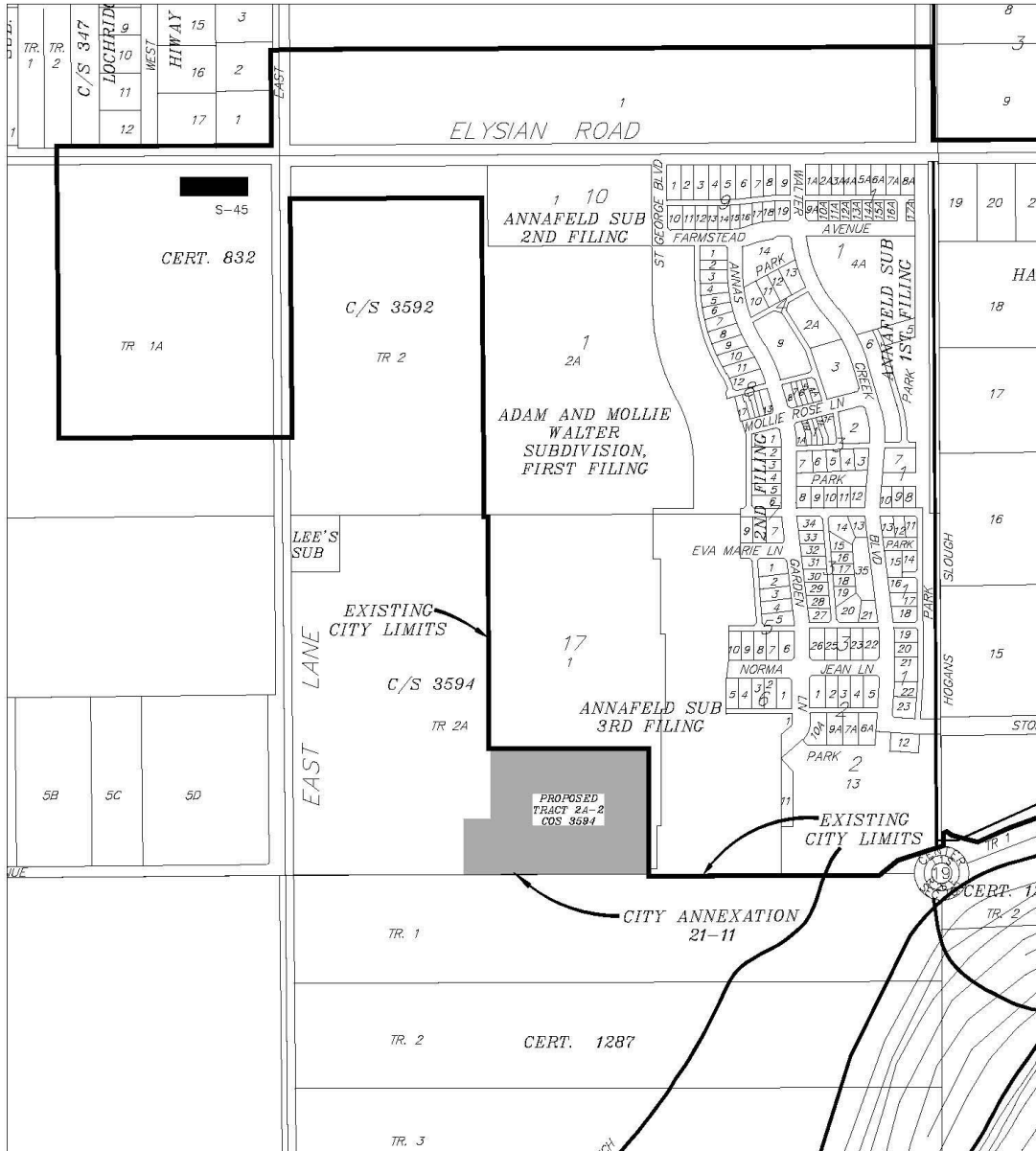
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#21-13)

EXHIBIT "A"



City Council Regular

Date: 01/10/2022
Title: Payment of Claims for week of November 29, 2021
Presented by: Andy Zoeller, Finance Director
Department: Finance
Presentation: No

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of \$3,509,659.06 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.

Attachments

Councilmemo wk of 11292021

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
11/29/2021	848009	Ace Electric Inc	Water	\$ 27,973.44	WO 20-20 Walter Pump Station Pump Addition
11/29/2021	848011	Advanced Eng & Enviro	Storm Sewer	\$ 34,742.19	Babcock Boulevard Drainage Area Improvements
11/29/2021	848011	Advanced Eng & Enviro	Storm Sewer	\$ 33,315.92	Babcock Boulevard Drainage Area Improvements
11/29/2021	848015	Archie Cochrane	Fleet	\$ 57.48	5390180 PO NUM 313499
11/29/2021	848015	Archie Cochrane	Fleet	\$ 22.65	5391013 PO NUM 313499
11/29/2021	848015	Archie Cochrane	Public Safety	\$ 162.14	5390180
11/29/2021	848015	Archie Cochrane	Public Safety	\$ 50.33	5390258
11/29/2021	848015	Archie Cochrane	Public Safety	\$ 84.54	5390743
11/29/2021	848015	Archie Cochrane	Public Safety	\$ 66.54	5390801
11/29/2021	848015	Archie Cochrane	Public Safety	\$ 321.49	5391646
11/29/2021	848015	Archie Cochrane	Public Safety	\$ 1,001.54	5392031
11/29/2021	848015	Archie Cochrane	Public Safety	\$ 37.02	5392035
11/29/2021	848015	Archie Cochrane	Public Safety	\$ 199.49	5392097
11/29/2021	848015	Archie Cochrane	Public Safety	\$ (50.00)	5392197
11/29/2021	848015	Archie Cochrane	Public Safety	\$ 170.04	5392429
11/29/2021	848015	Archie Cochrane	Public Safety	\$ 318.75	5392692
11/29/2021	848015	Archie Cochrane	Public Safety	\$ 58.88	5392805
11/29/2021	848015	Archie Cochrane	Street/Traffic	\$ 23.06	5390852
11/29/2021	848015	Archie Cochrane	Transit	\$ 53,790.00	2021 Ford Explorer Limited - Supervisor Support SUV
11/29/2021	848015	Archie Cochrane	Transit	\$ 25.06	5395683. Rear Pin Kits Unit 1892. W/O 204294
11/29/2021	848017	ASTECH Corp	Gas Tax	\$ 216,097.20	Contract No. 2 City Crack Seal/Mastic
11/29/2021	848017	ASTECH Corp	Gas Tax	\$ 198,000.00	Contract No. 2 City Crack Seal/Mastic
11/29/2021	848018	AT & T Corp	Airport	\$ 658.27	Airport -
11/29/2021	848018	AT & T Corp	Airport	\$ 23.87	MET Transit Tablets
11/29/2021	848018	AT & T Corp	Building	\$ 599.07	PW-Building Cell Phones
11/29/2021	848018	AT & T Corp	Building	\$ 361.26	PW-Building Tablets (Planning)
11/29/2021	848018	AT & T Corp	CDBG	\$ 145.50	Comm Dev
11/29/2021	848018	AT & T Corp	Court Grants	\$ 211.31	Muni Court DC
11/29/2021	848018	AT & T Corp	Engineering	\$ 74.52	Engineering Tablets + Two new tablets
11/29/2021	848018	AT & T Corp	Engineering	\$ 858.66	Engineering Tablets + Two new tablets
11/29/2021	848018	AT & T Corp	Engineering	\$ 118.23	PW-Engineering Cell Phones and MiFi
11/29/2021	848018	AT & T Corp	Engineering	\$ 100.37	PW-Engineering Cell Phones and MiFi
11/29/2021	848018	AT & T Corp	Facilities	\$ 121.88	Facilities BOC Plus 70% of 406-672-3027
11/29/2021	848018	AT & T Corp	Facilities	\$ 13.54	Facilities City Hall Plus 30% of 406-672-3027

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
11/29/2021	848018	AT & T Corp	Facilities	\$ 131.03	Facilities City Hall Plus 30% of 406-672-3027
11/29/2021	848018	AT & T Corp	Facilities	\$ 24.84	Facilities iPad and Surface
11/29/2021	848018	AT & T Corp	Facilities	\$ 34.84	Facilities iPad and Surface
11/29/2021	848018	AT & T Corp	Facilities	\$ 135.42	Facilities
11/29/2021	848018	AT & T Corp	General	\$ 95.59	City Attorney -Legal
11/29/2021	848018	AT & T Corp	General	\$ 325.41	Code Enforcement
11/29/2021	848018	AT & T Corp	General	\$ 135.69	Legal Dept -Domestic Violence -Added two lines
11/29/2021	848018	AT & T Corp	General	\$ 45.41	Municipal Court
11/29/2021	848018	AT & T Corp	General	\$ 321.02	PRPL - Recreation Division
11/29/2021	848018	AT & T Corp	General	\$ 121.31	Rec Seasonal and Parks Seasonal
11/29/2021	848018	AT & T Corp	General	\$ 139.36	REC Tablets
11/29/2021	848018	AT & T Corp	IT Resources	\$ 50.18	IT Department -On call Phone -added hotspot
11/29/2021	848018	AT & T Corp	Library	\$ 230.54	Library
11/29/2021	848018	AT & T Corp	Library	\$ 107.15	Library Out Reach
11/29/2021	848018	AT & T Corp	P.W. Admin	\$ 27.32	PWBLKNP OFFICE -60/40
11/29/2021	848018	AT & T Corp	P.W. Admin	\$ 40.97	PWBLKNP OFFICE -60/40
11/29/2021	848018	AT & T Corp	Park Dist 1	\$ 637.78	Parks Dept.
11/29/2021	848018	AT & T Corp	Park Dist 1	\$ 124.20	PRPL Parks Tablets
11/29/2021	848018	AT & T Corp	Park Dist 1	\$ 452.92	PRPL Parks Tablets
11/29/2021	848018	AT & T Corp	Park Dist 1	\$ 47.57	Rec Seasonal and Parks Seasonal
11/29/2021	848018	AT & T Corp	Parking	\$ 77.63	Parking Division Meter Maintenance
11/29/2021	848018	AT & T Corp	Parking	\$ 265.45	Parking Phones
11/29/2021	848018	AT & T Corp	PD Program	\$ 80.28	CCSIU Toughbook
11/29/2021	848018	AT & T Corp	PD Program	\$ 40.14	Detective Chartier MDT
11/29/2021	848018	AT & T Corp	PD Program	\$ 45.41	Domestic Violence
11/29/2021	848018	AT & T Corp	Phone System	\$ 49.64	IT iPads
11/29/2021	848018	AT & T Corp	Phone System	\$ 3.46	Metro Cell
11/29/2021	848018	AT & T Corp	Phone System	\$ 17.33	TeleComm Manager
11/29/2021	848018	AT & T Corp	Phone System	\$ 50.18	TeleComm Manager
11/29/2021	848018	AT & T Corp	Planning	\$ 62.47	PLANNING
11/29/2021	848018	AT & T Corp	Public Safety	\$ 272.50	Animal Control Cell Phones
11/29/2021	848018	AT & T Corp	Public Safety	\$ 240.84	Animal Control -MDT
11/29/2021	848018	AT & T Corp	Public Safety	\$ 288.17	Comm. Center 9-1-1
11/29/2021	848018	AT & T Corp	Public Safety	\$ 1,215.30	Fire Department Cell Phones

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
11/29/2021	848018	AT & T Corp	Public Safety	\$ 487.76	Fire iPads -Inspections and Training
11/29/2021	848018	AT & T Corp	Public Safety	\$ 85.55	ICAC
11/29/2021	848018	AT & T Corp	Public Safety	\$ 1,238.74	MDT Fire
11/29/2021	848018	AT & T Corp	Public Safety	\$ 3,055.98	Police Department Cell Phone
11/29/2021	848018	AT & T Corp	Public Safety	\$ 3,692.88	Police MDT Toughbooks and Loaner MDT's
11/29/2021	848018	AT & T Corp	Public Safety	\$ 401.40	Police MDT Toughbooks and Loaner MDT's
11/29/2021	848018	AT & T Corp	Public Safety	\$ 272.23	Police -Resource Officers
11/29/2021	848018	AT & T Corp	Public Safety	\$ 200.70	Yellowstone County Cellular Charges
11/29/2021	848018	AT & T Corp	Solid Waste	\$ 78.17	SOLID WASTE SUPERINTENDANT
11/29/2021	848018	AT & T Corp	Street/Traffic	\$ 372.55	School Flashers
11/29/2021	848018	AT & T Corp	Street/Traffic	\$ 273.24	Street Traffic iPads
11/29/2021	848018	AT & T Corp	Street/Traffic	\$ 34.84	Street Traffic iPads
11/29/2021	848018	AT & T Corp	Transit	\$ 100.36	MET Supervisor Cell Phones
11/29/2021	848018	AT & T Corp	Transit	\$ 100.36	MET Supervisor Cell Phones
11/29/2021	848018	AT & T Corp	Transit	\$ 10.04	MET Supervisor Cell Phones
11/29/2021	848018	AT & T Corp	Transit	\$ 50.18	MET Supervisor Cell Phones
11/29/2021	848018	AT & T Corp	Transit	\$ 40.14	MET Supervisor Cell Phones
11/29/2021	848018	AT & T Corp	Transit	\$ 1,003.50	MET Transit Max Transit
11/29/2021	848018	AT & T Corp	Transit	\$ 426.44	MET Transit Tablets
11/29/2021	848018	AT & T Corp	Transit	\$ 642.24	MET Transit Tablets
11/29/2021	848018	AT & T Corp	Transit	\$ 23.83	MET Transit Tablets
11/29/2021	848018	AT & T Corp	Wastewater	\$ 180.56	PW Environmental
11/29/2021	848018	AT & T Corp	Wastewater	\$ 292.41	PWBELKNAP-DIST COLL CELL PHONES 60/40
11/29/2021	848018	AT & T Corp	Wastewater	\$ 474.30	PWBLKNP Electricians -Phones
11/29/2021	848018	AT & T Corp	Wastewater	\$ 90.07	PWBLKNP STORES -75/25
11/29/2021	848018	AT & T Corp	Wastewater	\$ 859.95	PWBLNP-WWTRMNT1 Wastewater Treatment Plant
11/29/2021	848018	AT & T Corp	Wastewater	\$ 1,345.90	PW-Distribution Collection Tablets 60/40
11/29/2021	848018	AT & T Corp	Wastewater	\$ 860.76	PW-Environmental
11/29/2021	848018	AT & T Corp	Water	\$ 438.62	PWBELKNAP-DIST COLL CELL PHONES 60/40
11/29/2021	848018	AT & T Corp	Water	\$ 1,041.44	PWBELKNAP-WT Water Treatment
11/29/2021	848018	AT & T Corp	Water	\$ 609.89	PWBLKNP COMM-METER CityWorks/Neptune
11/29/2021	848018	AT & T Corp	Water	\$ 218.71	PWBLKNP MTRSHOP CELL PHONE AND IPADS
11/29/2021	848018	AT & T Corp	Water	\$ 124.20	PWBLKNP MTRSHOP CELL PHONE AND IPADS
11/29/2021	848018	AT & T Corp	Water	\$ 213.37	PWBLKNP MTRSHOP CELL PHONE AND IPADS

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
11/29/2021	848018	AT & T Corp	Water	\$ 270.19	PWBLKNP STORES -75/25
11/29/2021	848018	AT & T Corp	Water	\$ 2,018.85	PW-Distribution Collection Tablets 60/40
11/29/2021	848026	Business Tax Section	Arterial Streets	\$ 928.78	City Overlay Schedule 1-King Ave W., Rimrock Rd, S Blgs Blvd & 4th Ave N
11/29/2021	848026	Business Tax Section	Arterial Streets	\$ 994.66	Rimrock to Virginia Traffic Improvements
11/29/2021	848026	Business Tax Section	Gas Tax	\$ 1,180.32	Bike Boulevard-Avenue D
11/29/2021	848026	Business Tax Section	Gas Tax	\$ 1,252.26	City Overlay Schedule 1-King Ave W., Rimrock Rd, S Blgs Blvd & 4th Ave N
11/29/2021	848026	Business Tax Section	Gas Tax	\$ 730.22	City Overlay Schedule 1-King Ave W., Rimrock Rd, S Blgs Blvd & 4th Ave N
11/29/2021	848026	Business Tax Section	Gas Tax	\$ 2,000.00	Contract No. 2 City Crack Seal/Mastic
11/29/2021	848026	Business Tax Section	Gas Tax	\$ 2,182.80	Contract No. 2 City Crack Seal/Mastic
11/29/2021	848026	Business Tax Section	Gas Tax	\$ 36.76	Gleneagles Blvd
11/29/2021	848026	Business Tax Section	Gas Tax	\$ 430.64	SID 1418 Holiday Ave Improvements
11/29/2021	848026	Business Tax Section	Gas Tax	\$ 2,533.18	WO 20-28 Songbird Drive Construction
11/29/2021	848026	Business Tax Section	Gas Tax	\$ 1,243.21	WO 21-12 Harrow Drive Reconstruction
11/29/2021	848026	Business Tax Section	Parking	\$ 46.32	Park 2 Garage Elevator- South Passenger Elevator
11/29/2021	848026	Business Tax Section	SID Const	\$ 260.84	Gleneagles Blvd
11/29/2021	848026	Business Tax Section	SID Const	\$ 55.36	SID 1418 Holiday Ave Improvements
11/29/2021	848026	Business Tax Section	Sidewalk Const	\$ 127.70	WO 20-28 Songbird Drive Construction
11/29/2021	848026	Business Tax Section	Sidewalk Const	\$ 34.89	WO 21-12 Harrow Drive Reconstruction
11/29/2021	848026	Business Tax Section	Storm Sewer	\$ 39.71	Gleneagles Blvd
11/29/2021	848026	Business Tax Section	Tax Incrmnt N27	\$ 694.39	N 29th & 30th St Two-Way Conversion
11/29/2021	848026	Business Tax Section	Wastewater	\$ 110.59	WO 14-11 Water Reclamation Facility Nutrient
11/29/2021	848026	Business Tax Section	Wastewater	\$ 2,448.27	WO 14-11 Water Reclamation Facility Nutrient
11/29/2021	848026	Business Tax Section	Wastewater	\$ 899.94	WO 14-11 Water Reclamation Facility Nutrient
11/29/2021	848026	Business Tax Section	Wastewater	\$ 396.75	WO 21-12 Harrow Drive Reconstruction
11/29/2021	848026	Business Tax Section	Wastewater	\$ 1,565.52	WO 22-13 Heights Sewer Trunk Repair
11/29/2021	848026	Business Tax Section	Water	\$ 3,023.10	2021 Water Replacement Project
11/29/2021	848026	Business Tax Section	Water	\$ 282.56	WO 20-20 Walter Pump Station Pump Addition
11/29/2021	848026	Business Tax Section	Water	\$ 1,444.67	WO 21-12 Harrow Drive Reconstruction
11/29/2021	848026	Business Tax Section	Water	\$ 669.54	WO 21-39 RIP RAP Improvements
11/29/2021	848027	Cardinal Tracking	Parking	\$ 18,797.07	Upgrade of TickeTrak/Four N5z1 Handhelds with a 5 year Warranty
11/29/2021	848028	Central Electric	Park Dist 1	\$ 2,188.00	replace lights in bike path tunnels
11/29/2021	848028	Central Electric	Park Dist 1	\$ 2,464.00	replace lights in shiloh tunnel
11/29/2021	848036	Cummins Rocky Mt	Fleet	\$ 288.60	52641 PO NUM 313501
11/29/2021	848036	Cummins Rocky Mt	Solid Waste	\$ 571.71	52587

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
11/29/2021	848036	Cummins Rocky Mt	Solid Waste	\$ 16.42	52593
11/29/2021	848036	Cummins Rocky Mt	Solid Waste	\$ (6.25)	52624
11/29/2021	848036	Cummins Rocky Mt	Solid Waste	\$ 1,083.28	52641
11/29/2021	848036	Cummins Rocky Mt	Solid Waste	\$ 14.63	52737
11/29/2021	848036	Cummins Rocky Mt	Solid Waste	\$ 1,624.92	52737
11/29/2021	848036	Cummins Rocky Mt	Solid Waste	\$ 63.53	52919
11/29/2021	848036	Cummins Rocky Mt	Solid Waste	\$ 95.55	52979
11/29/2021	848036	Cummins Rocky Mt	Solid Waste	\$ 560.84	53093
11/29/2021	848036	Cummins Rocky Mt	Solid Waste	\$ 370.30	53429
11/29/2021	848036	Cummins Rocky Mt	Transit	\$ 4,518.44	38-53905
11/29/2021	848039	Data Imaging System	Building	\$ 4,029.88	2015 plan scanning
11/29/2021	848040	Desert Mt Corp	Street/Traffic	\$ 4,843.56	ice slicer
11/29/2021	848041	Donnes Inc	Water	\$ 66,284.46	WO 21-39 WTP RIP RAP Improvements
11/29/2021	848042	DOWL	Arterial Streets	\$ 2,550.00	24th St W/Central Ave Signal Improvements
11/29/2021	848042	DOWL	Arterial Streets	\$ 71,854.65	WO 20-12 S 32nd St W (King Ave W to Gabel)
11/30/2021	338796	EBMS Import	City Ins Fund	\$ 3,830.77	EBMS Insurance Payments
11/30/2021	338797	EBMS Import	City Ins Fund	\$ 10,825.79	EBMS Insurance Payments
11/30/2021	338813	EBMS Import	City Ins Fund	\$ 2,522.62	EBMS Insurance Payments
11/30/2021	338862	EBMS Import	City Ins Fund	\$ 2,583.22	EBMS Insurance Payments
11/30/2021	338866	EBMS Import	City Ins Fund	\$ 4,604.97	EBMS Insurance Payments
11/30/2021	338877	EBMS Import	City Ins Fund	\$ 8,289.32	EBMS Insurance Payments
11/30/2021	338917	EBMS Import	City Ins Fund	\$ 47,259.08	EBMS Insurance Payments
11/30/2021	338938	EBMS Import	City Ins Fund	\$ 9,253.93	EBMS Insurance Payments
11/30/2021	338939	EBMS Import	City Ins Fund	\$ 11,940.42	EBMS Insurance Payments
11/30/2021	338945	EBMS Import	City Ins Fund	\$ 27,126.64	EBMS Insurance Payments
11/30/2021	338946	EBMS Import	City Ins Fund	\$ 27,781.89	EBMS Insurance Payments
11/30/2021	338947	EBMS Import	City Ins Fund	\$ 2,945.84	EBMS Insurance Payments
11/30/2021	338951	EBMS Import	City Ins Fund	\$ 6,634.67	EBMS Insurance Payments
11/30/2021	338954	EBMS Import	City Ins Fund	\$ 11,442.05	EBMS Insurance Payments
11/30/2021	338956	EBMS Import	City Ins Fund	\$ 26,324.74	EBMS Insurance Payments
11/30/2021	338957	EBMS Import	City Ins Fund	\$ 34,973.58	EBMS Insurance Payments
11/30/2021	338961	EBMS Import	City Ins Fund	\$ 63,843.96	EBMS Insurance Payments
11/30/2021	338963	EBMS Import	City Ins Fund	\$ 4,671.54	EBMS Insurance Payments
11/30/2021	338966	EBMS Import	City Ins Fund	\$ 3,902.90	EBMS Insurance Payments

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
11/30/2021	338967	EBMS Import	City Ins Fund	\$ 3,733.16	EBMS Insurance Payments
11/30/2021	338972	EBMS Import	City Ins Fund	\$ 3,047.87	EBMS Insurance Payments
11/30/2021	338995	EBMS Import	City Ins Fund	\$ 23,806.00	EBMS Insurance Payments
11/30/2021	339004	EBMS Import	City Ins Fund	\$ 3,258.47	EBMS Insurance Payments
11/30/2021	339028	EBMS Import	City Ins Fund	\$ 2,708.52	EBMS Insurance Payments
11/30/2021	339031	EBMS Import	City Ins Fund	\$ 3,506.03	EBMS Insurance Payments
11/30/2021	339049	EBMS Import	City Ins Fund	\$ 7,886.01	EBMS Insurance Payments
11/30/2021	339079	EBMS Import	City Ins Fund	\$ 9,017.07	EBMS Insurance Payments
11/30/2021	339081	EBMS Import	City Ins Fund	\$ 22,381.38	EBMS Insurance Payments
11/30/2021	339083	EBMS Import	City Ins Fund	\$ 18,267.68	EBMS Insurance Payments
11/30/2021	339085	EBMS Import	City Ins Fund	\$ 31,178.28	EBMS Insurance Payments
11/30/2021	339087	EBMS Import	City Ins Fund	\$ 60,004.28	EBMS Insurance Payments
11/29/2021	848047	Elcon Corporation	Arterial Streets	\$ 98,471.02	Rimrock to Virginia Traffic Improvements
11/29/2021	ACH	Eldorado National CA	Transit	\$ 743,964.00	9 Replacement 30-foot Diesel MET Transit Buses
11/29/2021	848048	Endress & Hauser	Wastewater	\$ 2,495.50	2 spare sonics for WRF plant/Lift stations
11/29/2021	848048	Endress & Hauser	Wastewater	\$ 7,136.04	GT Sonic replacement
11/29/2021	848048	Endress & Hauser	Wastewater	\$ 7,136.04	GT Sonic spare
11/29/2021	848048	Endress & Hauser	Water	\$ 711.71	USB for EndressHauser
11/29/2021	848049	Fischer Com Flooring	Public Safety	\$ 4,550.00	FIRE 4: INSTALL FLOORING
11/29/2021	848050	Fisher Sand & Gravel	Street/Traffic	\$ 812.85	asphalt
11/29/2021	848050	Fisher Sand & Gravel	Street/Traffic	\$ 1,542.20	asphalt
11/29/2021	848050	Fisher Sand & Gravel	Street/Traffic	\$ 4,656.85	asphalt
11/29/2021	848056	HDR, Inc.	Solid Waste	\$ 1,571.99	WO 17-12 Landfill Drop-off Facility
11/29/2021	848056	HDR, Inc.	Wastewater	\$ 3,668.93	WO 20-11 Lloyd Mangrum & Lake Hills Lift Station Rehab
11/29/2021	848057	High Point Networks	IT Resources	\$ 19,106.61	Annual VM Ware renewal thru 12/26/2022
11/29/2021	848065	Knife River	Arterial Streets	\$ 91,948.97	WO 21-03 Contract No. 1 City Overlay, schedule 1
11/29/2021	848065	Knife River	Gas Tax	\$ 42,633.48	SID 1418 Holiday Ave Improvements
11/29/2021	848065	Knife River	Gas Tax	\$ 123,974.22	WO 21-03 Contract No. 1 City Overlay, schedule 1
11/29/2021	848065	Knife River	Gas Tax	\$ 72,291.35	WO 21-03 Contract No. 1 City Overlay, schedule 1
11/29/2021	848065	Knife River	SID Const	\$ 5,480.52	SID 1418 Holiday Ave Improvements
11/29/2021	848065	Knife River	Street/Traffic	\$ 4,208.22	asphalt
11/29/2021	848065	Knife River	Street/Traffic	\$ 497.86	asphalt
11/29/2021	848065	Knife River	Street/Traffic	\$ 1,656.72	asphalt
11/29/2021	848066	Kone Inc	Parking	\$ 349.00	Maintenance 10/1-10/31/2021

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
11/29/2021	848066	Kone Inc	Parking	\$ 349.00	Maintenance 10/1-10/31/2022
11/29/2021	848066	Kone Inc	Parking	\$ 349.00	Maintenance 10/1-10/31/2023
11/29/2021	848066	Kone Inc	Parking	\$ 4,585.68	Park 2 Garage Elevator- South Passenger Elevator
11/29/2021	848069	Montana Lines Inc	Gas Tax	\$ 116,851.68	Bike Boulevard-Avenue D
11/29/2021	848069	Montana Lines Inc	Tax Incrmnt N27	\$ 68,744.90	WO 20-42 North 29th & 30th Streets Two-Way Conversion
11/29/2021	848070	Morrison Maierle	Wastewater	\$ 11,520.00	WO 20-01 Water/Sewer Replacement Project
11/29/2021	848070	Morrison Maierle	Wastewater	\$ 13,631.50	WO 20-14 Wastewater Master Plan Update
11/29/2021	848070	Morrison Maierle	Wastewater	\$ 12,262.08	WO 22-10 Alkali Creek Water and Sewer Extension, Consultant Agreement
11/29/2021	848070	Morrison Maierle	Water	\$ 61,673.67	WO 21-01 Water/Sewer Replacement Project Pioneer Park
11/29/2021	848070	Morrison Maierle	Water	\$ 14,986.99	WO 22-10 Alkali Creek Water and Sewer Extension, Consultant Agreement
11/29/2021	848068	MT Dakota Utilities	Engineering	\$ 197.65	595 373 1000 1
11/29/2021	848068	MT Dakota Utilities	Facilities	\$ 956.67	130 733 1000 8
11/29/2021	848068	MT Dakota Utilities	Facilities	\$ 8,966.83	375 963 4481 4
11/29/2021	848068	MT Dakota Utilities	Facilities	\$ 2,320.18	757 633 1000 2
11/29/2021	848068	MT Dakota Utilities	Facilities	\$ 2,597.89	929 780 1000 4
11/29/2021	848068	MT Dakota Utilities	Facilities	\$ 573.68	993 733 1000 4
11/29/2021	848068	MT Dakota Utilities	Facilities	\$ 3,372.60	final bill, utilities at Stillwater Bldg
11/29/2021	848068	MT Dakota Utilities	General	\$ 65.96	061 943 1000 6
11/29/2021	848068	MT Dakota Utilities	General	\$ 206.52	437 780 1000 9
11/29/2021	848068	MT Dakota Utilities	General	\$ 253.23	571 295 3342 8
11/29/2021	848068	MT Dakota Utilities	General	\$ 92.41	927 890 1000 3
11/29/2021	848068	MT Dakota Utilities	Library	\$ 3,297.15	219 924 4851 0
11/29/2021	848068	MT Dakota Utilities	P.W. Admin	\$ 49.41	595 373 1000 1
11/29/2021	848068	MT Dakota Utilities	Park Dist 1	\$ 73.87	371 101 1000 6
11/29/2021	848068	MT Dakota Utilities	Parking	\$ 87.59	303 725 2591 2
11/29/2021	848068	MT Dakota Utilities	Parking	\$ 24.17	717 353 1000 6
11/29/2021	848068	MT Dakota Utilities	Parking	\$ 93.77	799 152 1209 0
11/29/2021	848068	MT Dakota Utilities	Public Safety	\$ 23.39	062 907 9494 7
11/29/2021	848068	MT Dakota Utilities	Public Safety	\$ 991.53	169 233 1000 3
11/29/2021	848068	MT Dakota Utilities	Public Safety	\$ 404.43	442 190 1000 4
11/29/2021	848068	MT Dakota Utilities	Public Safety	\$ 121.07	514 117 0478 9
11/29/2021	848068	MT Dakota Utilities	Public Safety	\$ 300.98	533 653 1000 1
11/29/2021	848068	MT Dakota Utilities	Public Safety	\$ 72.25	602 589 7178 1
11/29/2021	848068	MT Dakota Utilities	Public Safety	\$ 560.14	885 880 1000 4

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
11/29/2021	848068	MT Dakota Utilities	Solid Waste	\$ 582.40	284 225 1320 1
11/29/2021	848068	MT Dakota Utilities	Solid Waste	\$ 65.96	602 680 9335 2
11/29/2021	848068	MT Dakota Utilities	Solid Waste	\$ 231.14	770 390 1000 2
11/29/2021	848068	MT Dakota Utilities	Transit	\$ 1,011.56	962 880 1000 0
11/29/2021	848068	MT Dakota Utilities	Wastewater	\$ 4,750.40	293 780 1000 2
11/29/2021	848068	MT Dakota Utilities	Wastewater	\$ 9,500.78	293 780 1000 2
11/29/2021	848068	MT Dakota Utilities	Wastewater	\$ 4,750.40	293 780 1000 2
11/29/2021	848068	MT Dakota Utilities	Wastewater	\$ 207.76	310 490 1000 7
11/29/2021	848068	MT Dakota Utilities	Wastewater	\$ 103.29	410 490 1000 6
11/29/2021	848068	MT Dakota Utilities	Wastewater	\$ 72.25	735 453 1000 2
11/29/2021	848068	MT Dakota Utilities	Wastewater	\$ 94.73	868 563 1000 7
11/29/2021	848068	MT Dakota Utilities	Water	\$ 220.52	010 490 1000 0
11/29/2021	848068	MT Dakota Utilities	Water	\$ 73.99	076 225 9180 3
11/29/2021	848068	MT Dakota Utilities	Water	\$ 47.35	110 490 1000 9
11/29/2021	848068	MT Dakota Utilities	Water	\$ 70.34	209 077 5055 6
11/29/2021	848068	MT Dakota Utilities	Water	\$ 215.24	210 490 1000 8
11/29/2021	848068	MT Dakota Utilities	Water	\$ 623.28	310 490 1000 7
11/29/2021	848068	MT Dakota Utilities	Water	\$ 309.87	410 490 1000 6
11/29/2021	848068	MT Dakota Utilities	Water	\$ 2,343.74	500 490 1000 7
11/29/2021	848068	MT Dakota Utilities	Water	\$ 33.21	510 490 1000 5
11/29/2021	848068	MT Dakota Utilities	Water	\$ 34.11	527 033 1000 4
11/29/2021	848068	MT Dakota Utilities	Water	\$ 42.04	566 923 1000 8
11/29/2021	848068	MT Dakota Utilities	Water	\$ 25.00	600 490 1000 6
11/29/2021	848068	MT Dakota Utilities	Water	\$ 25.00	600 490 1000 6
11/29/2021	848068	MT Dakota Utilities	Water	\$ 22.61	610 490 1000 4
11/29/2021	848068	MT Dakota Utilities	Water	\$ 58.84	666 923 1000 7
11/29/2021	848068	MT Dakota Utilities	Water	\$ 260.29	700 490 1000 5
11/29/2021	848068	MT Dakota Utilities	Water	\$ 106.98	800 490 1000 4
11/29/2021	848068	MT Dakota Utilities	Water	\$ 25.27	832 001 1000 1
11/29/2021	848068	MT Dakota Utilities	Water	\$ 504.77	900 490 1000 3
11/29/2021	848071	MT Waterworks	Water	\$ 1,187.04	#31 VALVE SEAT PACER - SPAFCPACER31
11/29/2021	848071	MT Waterworks	Water	\$ 86.00	1" X 100' POLY PIPE - SDR9 CTS 250
11/29/2021	848071	MT Waterworks	Water	\$ 1,059.25	3/4" METER LOOPS AKA YOKE
11/29/2021	848071	MT Waterworks	Water	\$ 417.72	PACER CROSSARM BRZ

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
11/29/2021	848073	NeighborWorks MT	CDBG	\$ 220,190.77	Reimbursement Request #15 For NWMT C& C Project
11/29/2021	848074	NorthWestern Energy	Airport	\$ 426.63	0712792-1. IP-7. November 2021
11/29/2021	848074	NorthWestern Energy	Airport	\$ 838.95	0712800-2. IP-9. November 2021
11/29/2021	848074	NorthWestern Energy	Airport	\$ 191.30	0712809-3. IP-11/12 Alpine. November 2021
11/29/2021	848074	NorthWestern Energy	Facilities	\$ 14,195.22	Stillwater Building - WC Commercial LLC closing bill
11/29/2021	848075	Perform Eng & Consult	Park Dist 1	\$ 1,762.28	central park survey - 2021-175-001
11/29/2021	848075	Perform Eng & Consult	Park Dist 1	\$ 1,987.50	central park survey 2021-175-002
11/29/2021	848075	Perform Eng & Consult	Park Dist 1	\$ 2,947.50	WO 22-12 Optimist Park Parking Lots
11/29/2021	848076	Petty Cash CCSIU	PD Program	\$ 6,691.56	Reimbursement of PE/PI \$. Receipts on file at the BPD.
11/29/2021	848078	Quest Services Corp.	Facilities	\$ 13,138.75	Consultant to manage multiple hail repair projects
11/29/2021	848078	Quest Services Corp.	Facilities	\$ 9,187.50	Consultant to manage multiple hail repair projects
11/29/2021	848081	Rimrock Engineering Inc	Park Dist 1	\$ 3,250.00	geotechnical engineering services for central park tennis courts
11/29/2021	848082	River Oaks Communicate	Engineering	\$ 3,748.00	Reviewing info-Macro Cell Towers, standards and guidelines
11/29/2021	848083	Sanderson Stewart	Arterial Streets	\$ 9,047.50	Restripe 4th Avenue North
11/29/2021	848083	Sanderson Stewart	Bike/Trl Donate	\$ 3,188.60	HWY 3 Multi-use Path (Skyline Trail)
11/29/2021	848083	Sanderson Stewart	Bike/Trl Donate	\$ 8,063.00	HWY 3 Multi-use Path (Skyline Trail)
11/29/2021	848083	Sanderson Stewart	Tax Incrmnt S	\$ 63,184.50	SBURA Streets improvements
11/29/2021	848083	Sanderson Stewart	Water	\$ 18,638.37	pmt #24 for WO1901 Sched 1 services
11/29/2021	848083	Sanderson Stewart	Water	\$ 21,034.10	Hallowell Lane Improvement
11/29/2021	848087	Sletten Construction	Wastewater	\$ 10,948.21	Water Reclamation Facility Nutrient
11/29/2021	848087	Sletten Construction	Wastewater	\$ 242,378.73	Water Reclamation Facility Nutrient
11/29/2021	848087	Sletten Construction	Wastewater	\$ 89,093.56	Water Reclamation Facility Nutrient
11/29/2021	848089	Stahly Engineering	Gas Tax	\$ 1,340.59	SID 1416 Gleneagles Boulevard Professional Services
11/29/2021	848089	Stahly Engineering	SID Const	\$ 7,501.41	SID 1416 Gleneagles Boulevard Professional Services
11/29/2021	848089	Stahly Engineering	Storm Sewer	\$ 856.00	SID 1416 Gleneagles Boulevard Professional Services
11/29/2021	848095	Tire-Rama	Solid Waste	\$ 4,124.08	Tire Repair.
11/29/2021	848095	Tire-Rama	Solid Waste	\$ 3,093.06	Tire Repair.
11/29/2021	848095	Tire-Rama	Solid Waste	\$ 2,062.04	Tire Repair.
11/29/2021	848095	Tire-Rama	Solid Waste	\$ 4,124.08	Tire Repair.
11/29/2021	848095	Tire-Rama	Solid Waste	\$ 3,507.50	Tire Repair.
11/29/2021	848095	Tire-Rama	Solid Waste	\$ 3,812.50	Tire Repair.
11/29/2021	848095	Tire-Rama	Solid Waste	\$ 4,044.50	Tire Repair.
11/29/2021	848095	Tire-Rama	Solid Waste	\$ 3,042.50	Tire Repair.
11/29/2021	848097	Town & Country Supply	Airport	\$ 24,594.65	QTA Car Rental Fuel

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
11/29/2021	848097	Town & Country Supply	Public Safety	\$ 1,031.37	FIRE 5: BLENDED DIESEL
11/29/2021	848097	Town & Country Supply	Public Safety	\$ 703.21	FIRE 3 BLENDED DIESEL
11/29/2021	848097	Town & Country Supply	Public Safety	\$ 1,413.68	FIRE 1 - UNLEADED
11/29/2021	848097	Town & Country Supply	Public Safety	\$ 1,250.14	FIRE 1 BLENDED DIESEL
11/29/2021	848097	Town & Country Supply	Transit	\$ 5,801.00	2000 Gal Unleaded
11/29/2021	848099	Tyler Technologies	EOC 911	\$ 16,794.00	CrewForce Licenses and implementation -Fire
11/29/2021	848100	Underriner Motors	Transit	\$ 27,363.00	2022 Hyundai Kona SEL - Replacement Service Vehicle
11/29/2021	848103	Wilson Bros. Const	Water	\$ 299,286.90	2021 Water Replacement Project
11/29/2021	848104	Ylwstn Co Finance	Building	\$ 6,853.89	Miller Building; December Rent; Building Dept.
11/29/2021	848104	Ylwstn Co Finance	CDBG	\$ 5,330.52	Miller Building; December Rent; Community Development
11/29/2021	848104	Ylwstn Co Finance	General	\$ 2,132.82	Miller Building; December Rent; Code Enforcement
11/29/2021	848104	Ylwstn Co Finance	Planning	\$ 4,566.03	Miller Building; December Rent; Planning Dept.
11/29/2021	848105	Ylwstn Co Treas	Airport	\$ 740.00	Airport
11/29/2021	848105	Ylwstn Co Treas	CDBG	\$ 8.50	Comm. Dev
11/29/2021	848105	Ylwstn Co Treas	Facilities	\$ 294.04	BOC
11/29/2021	848105	Ylwstn Co Treas	Gas Tax	\$ 104.98	PW / Eng / PUD
11/29/2021	848105	Ylwstn Co Treas	General	\$ 77.01	Finance
11/29/2021	848105	Ylwstn Co Treas	Park Dist 1	\$ 170.07	Parks
11/29/2021	848105	Ylwstn Co Treas	Parking	\$ 72.46	Parking
11/29/2021	848105	Ylwstn Co Treas	Parking	\$ 223.85	Parking
11/29/2021	848105	Ylwstn Co Treas	Parks Maint	\$ 30.00	Parks
11/29/2021	848105	Ylwstn Co Treas	Parks Maint	\$ 5.00	Parks
11/29/2021	848105	Ylwstn Co Treas	Parks Maint	\$ 38.25	Parks
11/29/2021	848105	Ylwstn Co Treas	Public Safety	\$ 84.33	Police
11/29/2021	848105	Ylwstn Co Treas	Storm Sewer	\$ 74.41	PW / Eng / PUD
11/29/2021	848105	Ylwstn Co Treas	Wastewater	\$ 15.00	PW / Eng / PUD
11/29/2021	848105	Ylwstn Co Treas	Water	\$ 1,192.50	PW / Eng / PUD

City Council Regular

Date: 01/10/2022
Title: Payment of Claims for week of December 6, 2021
Presented by: Andy Zoeller, Finance Director
Department: Finance
Presentation: No

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of \$5,502,778.00 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.

Attachments

Councilmemo wk of 12062021

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/06/2021	848112	Allstream Business	Park Dist 1	\$ 46.00	Main Bill New Account # 330046 -Dehler Park
12/06/2021	848112	Allstream Business	Phone System	\$ 79.95	Main Bill New Account # 330046 -IT
12/06/2021	848112	Allstream Business	Phone System	\$ 2,484.69	Main Bill New Account # 330046 -IT
12/06/2021	848115	Altitude Signal	Street/Traffic	\$ 2,790.00	datamover transceiver set up as a slave
12/06/2021	848115	Altitude Signal	Street/Traffic	\$ 28.74	freight
12/06/2021	848115	Altitude Signal	Street/Traffic	\$ 1,395.00	datamover transceiver set up as master
12/06/2021	848119	Askin Construction	Gas Tax	\$ 3,639.56	Gleneagles Blvd
12/06/2021	848119	Askin Construction	SID Const	\$ 25,823.37	Gleneagles Blvd
12/06/2021	848119	Askin Construction	Storm Sewer	\$ 3,931.08	Gleneagles Blvd
12/09/2021	848307	Bcs Scrip	City Ins Fund	\$ 23,200.00	Healthy Is Wellness Incentive 6+ visits through 11-2021
12/09/2021	848308	Bcs Scrip	City Ins Fund	\$ 22,500.00	Retiree Health Insurance Rebate 12-2021
12/06/2021	848123	Beartooth Enviro	Solid Waste	\$ 2,786.90	HHW Solid Waste. Bulk oil waste disposal and site labor.
12/06/2021	848125	Big Sky Heat & Cool	Facilities	\$ 9,685.00	Stillwater building contract work Oct 16- Nov 15, 2021
12/06/2021	848135	Business Tax Section	Airport	\$ 190.03	AIP-69 Commercial Aircraft Concrete Ramps - CA - Federal Share
12/06/2021	848135	Business Tax Section	Airport	\$ 651.22	AIP-73 Terminal Expansion - Eligible for Reimbursement
12/06/2021	848135	Business Tax Section	Airport	\$ 55.09	AIP-73 Terminal Expansion - Ineligible for Reimbursement
12/06/2021	848135	Business Tax Section	Airport	\$ 507.37	Retainage Release
12/06/2021	848135	Business Tax Section	Airport	\$ 17,509.08	Terminal Expansion - Eligible For Reimbursement
12/06/2021	848135	Business Tax Section	Airport	\$ 1,481.24	Terminal Expansion - Ineligible Costs
12/06/2021	848135	Business Tax Section	Arterial Streets	\$ 2,492.75	Wicks Lane Improvements
12/06/2021	848135	Business Tax Section	Arterial Streets	\$ 697.00	Wicks Lane Improvements; 5 WO2015 Riverside
12/06/2021	848135	Business Tax Section	Facilities	\$ 97.80	Hail Damage Repair to Restroom Building at Swords Park
12/06/2021	848135	Business Tax Section	Facilities	\$ 336.00	Hail Damage Repairs at CastleRock Park
12/06/2021	848135	Business Tax Section	Gas Tax	\$ 770.76	Wicks Lane Improvements; 4 WO2015 Riverside
12/06/2021	848135	Business Tax Section	Gas Tax	\$ 2,304.14	WO 21-12 Harrow Drive Reconstruction; 3F WO2112 COP
12/06/2021	848135	Business Tax Section	Sidewalk Const	\$ 1,557.40	WO 21-12 Harrow Drive Reconstruction; 3F WO2112 COP
12/06/2021	848135	Business Tax Section	Tax Incrmnt S	\$ 401.72	Hallowell Lane Improvements; RetRel1 WO2030 KLE
12/06/2021	848135	Business Tax Section	Tax Incrmnt S	\$ 4,814.85	Hallowell Lane Improvements; WO2030 KLE Pymt 6
12/06/2021	848135	Business Tax Section	Wastewater	\$ 1,105.25	WO 22-13 Heights Trunk Sewer Repair
12/06/2021	848135	Business Tax Section	Water	\$ 190.50	6/18/2021 Water Service Repairs
12/06/2021	848135	Business Tax Section	Water	\$ 267.94	Hallowell Lane Improvements; RetRel1 WO2030 KLE
12/06/2021	848135	Business Tax Section	Water	\$ 2,347.25	Hallowell Lane Improvements; WO2030 KLE Pymt 6
12/06/2021	848135	Business Tax Section	Water	\$ 147.45	WO 15-35 Zone 1 WTP Waterline Improvements
12/06/2021	848135	Business Tax Section	Water	\$ 40.00	WO 18-22 Leavens Reservoir Waterline and Improvements

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/06/2021	848135	Business Tax Section	Water	\$ 6,455.41	WO 20-21 Water Replacement Project; 4 WO2101 Wilson Bros
12/06/2021	848135	Business Tax Section	Water	\$ 374.73	WO 21-12 Harrow Drive Reconstruction; 3F WO2112 COP
12/06/2021	848137	Century Link	Airport	\$ 46.39	406-245-1044 Airport Terminal Power M
12/06/2021	848137	Century Link	Airport	\$ 45.66	406-245-5834 Airport Alarm
12/06/2021	848137	Century Link	Airport	\$ 51.97	406-252-0721 Airport 1FB Line
12/06/2021	848137	Century Link	Airport	\$ 82.38	406-252-9412 Airport
12/06/2021	848137	Century Link	Airport	\$ 51.97	406-256-6014 Airport P9 Building
12/06/2021	848137	Century Link	Airport	\$ 63.58	406-256-7070 Airport
12/06/2021	848137	Century Link	Airport	\$ 37.94	Bill Date: Aug 16, 2021. QTA Phone
12/06/2021	848137	Century Link	Engineering	\$ 126.75	406-259-7758 Measured Lines Depot 60/40
12/06/2021	848137	Century Link	EOC 911	\$ 45.65	406-245-3107 911
12/06/2021	848137	Century Link	EOC 911	\$ 45.65	406-245-3108 911
12/06/2021	848137	Century Link	EOC 911	\$ 311.26	406-245-7101 9-1-1 Center Landfill #2
12/06/2021	848137	Century Link	EOC 911	\$ 311.26	406-245-7102 9-1-1 Center Fox Reservoir #2
12/06/2021	848137	Century Link	EOC 911	\$ 6,422.93	406-245-8527 9-1-1 Center
12/06/2021	848137	Century Link	Fleet	\$ 50.01	406-256-5047 Motor Pool
12/06/2021	848137	Century Link	General	\$ 41.19	406-652-0269 Cemetery FAX Line
12/06/2021	848137	Century Link	General	\$ 56.29	406-652-8403 Stewart Park Batting Cages
12/06/2021	848137	Century Link	IT Resources	\$ 46.39	406-245-4437 Kenco Security Alarm IT Alarm
12/06/2021	848137	Century Link	Library	\$ 172.33	406-245-1579 Library 6 lines
12/06/2021	848137	Century Link	P.W. Admin	\$ 84.50	406-259-7758 Measured Lines Depot 60/40
12/06/2021	848137	Century Link	Park Dist 1	\$ 63.58	406-652-5507 Parks
12/06/2021	848137	Century Link	Park Dist 1	\$ 46.39	406-657-3014 Parks 3890 Stillwater
12/06/2021	848137	Century Link	Parking	\$ 41.19	406-252-2041 Park 2 Elevator Phone
12/06/2021	848137	Century Link	Parking	\$ 46.39	406-657-3054 Park 1 Elevator Phone
12/06/2021	848137	Century Link	Phone System	\$ 115.35	406-245-1579 Library 6 lines
12/06/2021	848137	Century Link	Phone System	\$ 95.42	406-248-3329 Airport Measured Lines 406-248-9989
12/06/2021	848137	Century Link	Phone System	\$ 105.03	406-248-9124 Met Measured Lines 406-248-9179
12/06/2021	848137	Century Link	Phone System	\$ 102.20	406-252-3774 BOC Measured Lines 406-252-3789
12/06/2021	848137	Century Link	Phone System	\$ 148.51	406-657-3009 PUD Measured Lines 406-247-8579
12/06/2021	848137	Century Link	Phone System	\$ 2,572.79	406-657-8377 Main System Centrex
12/06/2021	848137	Century Link	Phone System	\$ 47.71	406-657-8419 MET Fax and 406-247-8520 Kenco Fax
12/06/2021	848137	Century Link	Phone System	\$ 48.13	Animal Control Fax 406.657.8227 710B
12/06/2021	848137	Century Link	Phone System	\$ 46.39	Fire Alarm 406.657.3058

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12/06/2021	848137	Century Link	Phone System	\$ 46.39	Four Dances 406.657.3040
12/06/2021	848137	Century Link	Phone System	\$ 51.44	-Miller Building -406.252.3988
12/06/2021	848137	Century Link	Phone System	\$ 46.39	Pioneer Park 406.657.8298
12/06/2021	848137	Century Link	Phone System	\$ 47.71	Streets Fax 406.657.8338
12/06/2021	848137	Century Link	Planning	\$ 46.39	406-656-9578 Planning Traffic Central Broadwater
12/06/2021	848137	Century Link	Planning	\$ 46.39	406-656-9604 Planning Traffic Central 9th
12/06/2021	848137	Century Link	Public Safety	\$ 47.71	406-245-1743 Fire Elevator
12/06/2021	848137	Century Link	Public Safety	\$ 46.43	406-245-6600 Crime Prevention Alarm
12/06/2021	848137	Century Link	Public Safety	\$ 119.32	406-245-7469 Fire
12/06/2021	848137	Century Link	Public Safety	\$ 118.28	406-373-3742 Fire RR Crossing Alarm
12/06/2021	848137	Century Link	Public Safety	\$ 56.77	406-651-0282 Fire 5 911 Line
12/06/2021	848137	Century Link	Public Safety	\$ 41.19	406-655-0728 Fire Maintenance Shop
12/06/2021	848137	Century Link	Radio	\$ 311.26	406-248-3635 Fire Airport Radio Tower WCK
12/06/2021	848137	Century Link	Radio	\$ 311.26	406-248-3636 Fire Airport Radio Tower Jellison
12/06/2021	848137	Century Link	Solid Waste	\$ 95.40	406-245-9820 Solid Waste Landfill
12/06/2021	848137	Century Link	Solid Waste	\$ 179.13	SW Landfill #406.259.3065, 406.259.3554, 406.359.395
12/06/2021	848137	Century Link	Street/Traffic	\$ 42.36	406-259-3298 PW Traffic 3728 McDougall
12/06/2021	848137	Century Link	Street/Traffic	\$ 47.71	406-652-8104 PW Traffic Signal 24 Central
12/06/2021	848137	Century Link	Transit	\$ 42.36	406-254-7038 MET Transit
12/06/2021	848137	Century Link	Wastewater	\$ 46.39	406-259-2328 PUD Sahara Sand Lift Station
12/06/2021	848137	Century Link	Water	\$ 39.44	406-245-3659 PUD Alarm Water Tower
12/06/2021	848138	Charter Communications	Library	\$ 3,188.00	Spectrum Wi-Fi 8313 20 001 2379609 November 2021
12/06/2021	848145	CIP Const Tech	Wastewater	\$ 154,986.48	WO 22-13 Heights Sewer Trunk Repair
12/06/2021	848146	Community Seven	General	\$ 12,186.00	PEF Fees July 1 to September 30, 2021 // 1st Qtr FY22
12/06/2021	848148	Cop Construction	Gas Tax	\$ 228,109.43	WO 21-12 Harrow Drive Reconstruction; 3F WO2112 COP
12/06/2021	848148	Cop Construction	Sidewalk Const	\$ 154,182.70	WO 21-12 Harrow Drive Reconstruction; 3F WO2112 COP
12/06/2021	848148	Cop Construction	Wastewater	\$ 109,419.75	WO 22-13 Heights Trunk Sewer Repair
12/06/2021	848148	Cop Construction	Water	\$ 37,098.27	WO 21-12 Harrow Drive Reconstruction; 3F WO2112 COP
12/06/2021	848155	Data Imaging System	Building	\$ 4,505.51	2015 building plans scanning
12/06/2021	848161	Downtown Blgs Partners	Tax Incrmnt N27	\$ 2,690.23	Sign Program; Edam's Tire
12/06/2021	848161	Downtown Blgs Partners	Tax Incrmnt N27	\$ 3,000.00	Sign Program; LeMacaron
12/06/2021	848161	Downtown Blgs Partners	Tax Incrmnt N27	\$ 23,286.75	Urban Revitalization District Operating Agreement
12/06/2021	848163	EnvisionWare	Library	\$ 2,824.54	INV-US-55443 Annual renewal
12/06/2021	848170	FlashParking,	Property Ins	\$ 3,350.00	Replacement parking gate arm at Park 2

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12/06/2021	848171	Gallagher Benefit Service	City Ins Fund	\$ 15,000.00	GASB Full Valuation completed in 2021
12/06/2021	848178	Guardian Security	Library	\$ 9,139.85	801 September 2021
12/06/2021	848178	Guardian Security	Library	\$ 9,048.87	828 November 2021
12/06/2021	848183	Hose & Rubber Supply	Solid Waste	\$ 210.72	1590192
12/06/2021	848183	Hose & Rubber Supply	Solid Waste	\$ 815.01	1590306
12/06/2021	848183	Hose & Rubber Supply	Solid Waste	\$ 292.86	1590361
12/06/2021	848183	Hose & Rubber Supply	Solid Waste	\$ 107.78	1590515
12/06/2021	848183	Hose & Rubber Supply	Solid Waste	\$ 286.86	1591083
12/06/2021	848183	Hose & Rubber Supply	Solid Waste	\$ 306.72	1591379
12/06/2021	848183	Hose & Rubber Supply	Solid Waste	\$ 107.06	1591519
12/06/2021	848183	Hose & Rubber Supply	Solid Waste	\$ 313.12	1592234
12/06/2021	848183	Hose & Rubber Supply	Solid Waste	\$ 71.61	1594007
12/06/2021	848183	Hose & Rubber Supply	Solid Waste	\$ 69.45	1594521
12/06/2021	848183	Hose & Rubber Supply	Solid Waste	\$ 48.09	1594745
12/06/2021	848183	Hose & Rubber Supply	Solid Waste	\$ 509.19	1594973
12/06/2021	848183	Hose & Rubber Supply	Street/Traffic	\$ 382.46	1590308
12/06/2021	848183	Hose & Rubber Supply	Water	\$ 672.34	1594264
12/06/2021	848183	Hose & Rubber Supply	Water	\$ 381.25	1594435
12/06/2021	848184	Iaff	Payroll Clearing	\$ 4,930.62	Payroll Summary
12/06/2021	848185	Ideal Products	PD Program	\$ 11,746.25	Remote firing device and carrying case.
12/06/2021	848187	Inland Truck Parts	Solid Waste	\$ 3,950.91	998413
12/06/2021	848187	Inland Truck Parts	Solid Waste	\$ 39.06	1002115
12/06/2021	848187	Inland Truck Parts	Wastewater	\$ 65.28	990939
12/06/2021	848188	Insight Public Sector	Building	\$ 795.90	Qty. 5 , Docks,-Inspectors
12/06/2021	848188	Insight Public Sector	Building	\$ 7,005.16	Qty. 5 MS Surface Pro 7, cellular, i5, 8GB, 256GB SSD
12/06/2021	848188	Insight Public Sector	Facilities	\$ 168.59	Surface Pro 7+ i5, 8GB RAM, 128GB SSD, Dock, adapters, rugged case
12/06/2021	848188	Insight Public Sector	Street/Traffic	\$ 108.62	MS Surface Pro 7+ with Cellular
12/06/2021	848191	Interstate Power	Fleet	\$ 522.72	C007057154.01 PO NUM 313527
12/06/2021	848191	Interstate Power	Solid Waste	\$ 3,280.42	R007054578.01
12/06/2021	848192	Jacobs Eng Group	Gas Tax	\$ 693.36	Asset Management Program Project; F9Z09300-019
12/06/2021	848192	Jacobs Eng Group	Light Maint	\$ 693.36	Asset Management Program Project; F9Z09300-019
12/06/2021	848192	Jacobs Eng Group	Storm Sewer	\$ 1,421.38	Asset Management Program Project; F9Z09300-019
12/06/2021	848192	Jacobs Eng Group	Street/Traffic	\$ 2,080.07	Asset Management Program Project; F9Z09300-019
12/06/2021	848192	Jacobs Eng Group	Wastewater	\$ 4,645.48	Asset Management Program Project; F9Z09300-019

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12/06/2021	848192	Jacobs Eng Group	Water	\$ 4,650.00	Asset Management Program Project; F9Z09300-019
12/06/2021	848198	KLE Construction	Tax Incrmnt S	\$ 476,670.03	Hallowell Lane Improvements; WO2030 KLE Pymt 6
12/06/2021	848198	KLE Construction	Water	\$ 232,377.31	Hallowell Lane Improvements;WO2030 KLE Pymt 6
12/06/2021	848199	Knife River	Airport	\$ 18,812.47	AIP-69 Commercial Aircraft Concrete Ramps - CA- Federal Share
12/06/2021	848199	Knife River	Airport	\$ 50,230.09	Invoice #21-000509RR - Retainage Release
12/06/2021	848199	Knife River	Gas Tax	\$ 6,395.73	SID 1418 Holiday Ave Improvements; 3 SID1418 Knife Rivr
12/06/2021	848199	Knife River	Gas Tax	\$ 188,394.76	WO 20-28 Songbird Drive Construction; 4 WO2028 KnifeRiver
12/06/2021	848199	Knife River	SID Const	\$ 60,507.48	SID 1418 Holiday Ave Improvements; 3 SID1418 Knife Rivr
12/06/2021	848199	Knife River	Sidewalk Const	\$ 44,324.05	WO 20-28 Songbird Drive Construction; 4 WO2028 KnifeRiver
12/06/2021	848199	Knife River	Street/Traffic	\$ 240.90	1/2" washed rock/3/8" chips
12/06/2021	848199	Knife River	Street/Traffic	\$ 635.04	asphalt
12/06/2021	848199	Knife River	Street/Traffic	\$ 52.92	asphalt
12/06/2021	848199	Knife River	Street/Traffic	\$ 378.00	asphalt
12/06/2021	848213	Mahoney & Assoc Consult	General	\$ 3,564.00	FY21-Draft; Consulting Services; Full Cost Allocation Plan
12/06/2021	848213	Mahoney & Assoc Consult	General	\$ 6,156.00	FY21-Draft; Consulting Services; Full Cost Allocation Plan
12/06/2021	848224	MFPE	Payroll Clearing	\$ 2,720.00	Payroll Summary
12/06/2021	848220	Montana CSED	Payroll Clearing	\$ 3,481.93	Payroll Summary
12/06/2021	848228	Morrison Maierle	Airport	\$ 34,308.48	AIP-73 Terminal Expansion - Eligible for Reimbursement
12/06/2021	848228	Morrison Maierle	Airport	\$ 2,902.45	AIP-73 Terminal Expansion - Ineligible for Reimbursement
12/06/2021	848228	Morrison Maierle	Airport	\$ 11,945.87	Commercial Concrete Ramps - CA - Federal Share
12/06/2021	848228	Morrison Maierle	Solid Waste	\$ 45,024.64	WO 21-37 Solid Waste Maintenance & Parking Building
12/06/2021	848228	Morrison Maierle	Wastewater	\$ 23,608.59	WO 20-01 Water/Sewer Replacement Project
12/06/2021	848228	Morrison Maierle	Water	\$ 21,443.86	WO 21-01 Water/Sewer Replacement Project Pioneer Park
12/06/2021	848229	MPPA	Payroll Clearing	\$ 3,786.65	Payroll Summary
12/06/2021	848221	MT Dakota Utilities	Fleet	\$ 6,021.68	111821 PO NUM 313523
12/06/2021	848227	MT State Firemen	Payroll Clearing	\$ 4,757.76	Payroll Summary
12/06/2021	848236	NorMont Equipment	Street/Traffic	\$ 2,453.50	broom wire for sweepers
12/06/2021	848236	NorMont Equipment	Street/Traffic	\$ 1,371.00	emulsion for road patcher
12/06/2021	848239	NorthWestern Energy	Airport	\$ 26,359.99	0100482-9. Vault. November 2021
12/06/2021	848239	NorthWestern Energy	Engineering	\$ 611.22	1741314-7
12/06/2021	848239	NorthWestern Energy	Engineering	\$ 51.50	Billings Depot Inc 0698856-2
12/06/2021	848239	NorthWestern Energy	Facilities	\$ 6,192.94	0100507-3
12/06/2021	848239	NorthWestern Energy	Facilities	\$ 63.03	3602453-7
12/06/2021	848239	NorthWestern Energy	Facilities	\$ 1,250.44	3602454-5

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12/06/2021	848239	NorthWestern Energy	Facilities	\$ 9,201.16	3927205-9
12/06/2021	848239	NorthWestern Energy	General	\$ 1,275.72	0100506-5
12/06/2021	848239	NorthWestern Energy	General	\$ 73.21	0712539-6
12/06/2021	848239	NorthWestern Energy	General	\$ 188.05	0712683-2
12/06/2021	848239	NorthWestern Energy	General	\$ 10.17	1635289-0
12/06/2021	848239	NorthWestern Energy	Library	\$ 5,496.15	3039007-4 Library electricity November 2021
12/06/2021	848239	NorthWestern Energy	P.W. Admin	\$ 152.80	1741314-7
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 6.00	0722237-5
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 6.00	0722247-4
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 0.36	0722254-0
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 87.96	0722255-7
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ -	0722257-3
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 1.91	0722260-7
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ -	0722261-5
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ -	0722262-3
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ -	0722263-1
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ -	0722265-6
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 119.45	0722266-4
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ -	0722268-0
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 46.46	0722269-8
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 10.48	0722292-0
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 20.11	0722293-8
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 6.11	0722905-7
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 125.30	0722933-9
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ -	0723027-9
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 144.88	0723035-2
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 7.30	0723036-0
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 172.61	0723037-8
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ -	0723038-6
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 40.30	0723042-8
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 228.91	0723044-4
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ -	0723051-9
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ -	0723052-7
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 7.94	0723055-0

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12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 34.75	0723056-8
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 7.82	0723057-6
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 28.02	0723058-4
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 8.70	0723090-7
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 6.00	0723162-4
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ -	0723170-7
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 172.60	0789437-1
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 6.00	0831702-6
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 8.08	0920801-8
12/06/2021	848239	NorthWestern Energy	Park Dist 1	\$ 28.58	3020837-5
12/06/2021	848239	NorthWestern Energy	Parking	\$ 276.23	0720829-1
12/06/2021	848239	NorthWestern Energy	Parking	\$ 1,622.58	0720834-1
12/06/2021	848239	NorthWestern Energy	Parking	\$ 1,382.83	1569636-2
12/06/2021	848239	NorthWestern Energy	Parking	\$ 1,076.45	1594282-4
12/06/2021	848239	NorthWestern Energy	Parking	\$ 1,678.90	3067416-2
12/06/2021	848239	NorthWestern Energy	Parking	\$ 230.30	3279035-4
12/06/2021	848239	NorthWestern Energy	Parking	\$ 125.71	3463478-2
12/06/2021	848239	NorthWestern Energy	Parks Maint	\$ 157.06	1059093-3
12/06/2021	848239	NorthWestern Energy	Public Safety	\$ 448.93	0712537-0
12/06/2021	848239	NorthWestern Energy	Public Safety	\$ 321.67	0720840-8
12/06/2021	848239	NorthWestern Energy	Public Safety	\$ 291.36	1984150-1
12/06/2021	848239	NorthWestern Energy	Public Safety	\$ 156.93	1984155-0
12/06/2021	848239	NorthWestern Energy	Public Safety	\$ 1,776.42	3448739-7
12/06/2021	848239	NorthWestern Energy	Public Safety	\$ 2,090.55	FIRE 1: 0100476-1 - MONTHLY ELECTRIC SERVICES
12/06/2021	848239	NorthWestern Energy	Public Safety	\$ 345.95	FIRE 6: 0100477-9 - MONTHLY ELECTRIC SERVICES
12/06/2021	848239	NorthWestern Energy	Radio	\$ 207.47	0721580-9
12/06/2021	848239	NorthWestern Energy	Street/Traffic	\$ 6.00	0723645-8
12/06/2021	848239	NorthWestern Energy	Transit	\$ 25.26	0712764-0
12/06/2021	848239	NorthWestern Energy	Transit	\$ 255.98	1784756-7
12/06/2021	848239	NorthWestern Energy	Wastewater	\$ 1,464.16	2132749-9
12/06/2021	848239	NorthWestern Energy	Wastewater	\$ 366.56	822 Shiloh Crossing Blvd lift
12/06/2021	848239	NorthWestern Energy	Water	\$ 608.47	0100478-7
12/06/2021	848239	NorthWestern Energy	Water	\$ 6,538.89	0100540-4
12/06/2021	848239	NorthWestern Energy	Water	\$ 83.50	0722252-4

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12/06/2021	848239	NorthWestern Energy	Water	\$ 2,362.83	0723043-6
12/06/2021	848248	Public Utilities	Wastewater	\$ 2,800.80	111176
12/06/2021	848252	Riverside Contracting	Arterial Streets	\$ 246,782.46	Wicks Lane Improvements; 4 WO2015 Riverside
12/06/2021	848252	Riverside Contracting	Arterial Streets	\$ 69,003.29	Wicks Lane Improvements; 5 WO2015 Riverside
12/06/2021	848252	Riverside Contracting	Gas Tax	\$ 76,305.47	Wicks Lane Improvements; 4 WO2015 Riverside
12/06/2021	848254	Rocky Mt Health Network	City Ins Fund	\$ 7,800.00	November 2021 Healthy Is
12/06/2021	848256	Rocky Mt Oilfield Warehouse	Airport	\$ 5,509.50	Invoice #387745. Replacement/Spare Portable Radios
12/06/2021	848259	Schaefer Systems	Solid Waste	\$ 30,195.00	90-gal Black carts.
12/06/2021	848259	Schaefer Systems	Solid Waste	\$ -	90-gal Green carts.
12/06/2021	848259	Schaefer Systems	Solid Waste	\$ -	New stamping plate for body logo.
12/06/2021	848261	Sea-Western	Public Safety	\$ 8,640.00	FLIR K55 TACTICAL THERMAL IMAGER CAMERA
12/06/2021	848261	Sea-Western	Public Safety	\$ 960.00	K SERIES TRUCK CHARGER
12/06/2021	848261	Sea-Western	Public Safety	\$ 24.60	SHIPPING - E SPOT UPGRADE KITS
12/06/2021	848261	Sea-Western	Public Safety	\$ 78.40	SHIPPING, UPS GROUND
12/06/2021	848261	Sea-Western	Public Safety	\$ 330.96	STL-45845 E-SPOT UPGRADE KITS
12/06/2021	848266	Sletten Const	Airport	\$ 64,470.51	AIP-73 Terminal Expansion - Eligible for Reimbursement
12/06/2021	848266	Sletten Const	Airport	\$ 5,454.12	AIP-73 Terminal Expansion - Ineligible for Reimbursement
12/06/2021	848266	Sletten Const	Airport	\$ 1,733,398.48	Terminal Expansion - Eligible For Reimbursement
12/06/2021	848266	Sletten Const	Airport	\$ 146,643.26	Terminal Expansion - Ineligible Costs
12/06/2021	848268	South Blgs Urban Renewal	Tax Incrmnt S	\$ 29,289.50	FY2022 Consulting Services for SBURA; FY22 Qtr 2
12/06/2021	848269	SP Services	Facilities	\$ 33,264.00	Castlerock Rock Hail Damage Repair
12/06/2021	848269	SP Services	Facilities	\$ 9,682.20	Hail Damage repair at Swords Park - Restroom building
12/06/2021	848271	Sternberg Lanterns	Parks Maint	\$ 3,725.00	pole mounted fixtures for north broadway-61622
12/06/2021	848276	Sunset Excavation	Water	\$ 18,859.50	6/18/2021 Water Service Repairs
12/06/2021	848277	Sympro Inc	General	\$ 4,980.82	Annual Maintenance FI Module
12/06/2021	848281	Tel Net Systems	Facilities	\$ 9,908.60	Extended Fiber and network in the main north BOC
12/06/2021	848281	Tel Net Systems	Facilities	\$ 997.42	Provide and install cat5 network cables for South BOC warehouse
12/06/2021	848281	Tel Net Systems	Phone System	\$ 264.41	Labor to install cabling for Time Clocks -IT charge
12/06/2021	848281	Tel Net Systems	Public Safety	\$ 800.00	2- servers, 6 clients and 81 cameras installed at Evidence
12/06/2021	848281	Tel Net Systems	Public Safety	\$ 212.00	Labor to replace camera in Aisle 3 -evidence
12/06/2021	848283	Tetra Tech	Solid Waste	\$ 3,547.68	Environmental Monitoring Services for the Landfill
12/06/2021	848284	Town & Country Supply	Fleet	\$ 21,407.91	422836 PO NUM 313522
12/06/2021	848284	Town & Country Supply	Fleet	\$ 23,917.56	422837 PO NUM 313524
12/06/2021	848284	Town & Country Supply	Fleet	\$ 20,844.37	422848 PO NUM 313524

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/06/2021	848284	Town & Country Supply	Transit	\$ 18,400.82	422936 PO NUM 313536 4201 Gal Dyed #2, 1800 Gal Dyed #1
12/06/2021	848288	Unified Supply & Services	Airport	\$ 5,654.65	Invoice #20377. Bag Belt Rollers
12/06/2021	848292	Walmart	PD Program	\$ 17,500.00	Purchase gift cards for Shop with A Cop event on December 18th.
12/06/2021	848293	Wastequip Manufacturing	Solid Waste	\$ 48,120.00	Front Load Containers: 4 yd. and 8 yd. Lids and bottoms.
12/06/2021	848295	Western Municipal Const	Water	\$ 14,597.55	WO 15-35 Zone 1 WTP Waterline Improvements
12/06/2021	848295	Western Municipal Const	Water	\$ 3,960.00	WO 18-22 Leavens Reservoir Waterline and Improvements, CO 3
12/06/2021	848297	Whitten & Borges PC	Public Safety	\$ 5,000.00	FIRE/BURN BUILDING STRUCTURE ASSESSMENT
12/06/2021	848298	Wilbur Ellis	Park Dist 1	\$ 2,560.00	fertilizer -14738108
12/06/2021	848298	Wilbur Ellis	Park Dist 1	\$ 1,280.00	fertilizer-14738107
12/06/2021	848300	Wilson Bros Const	Water	\$ 639,085.79	2021 Water Replacement Project; 4 WO2101 Wilson Bros
12/06/2021	848303	Yellowstone Valley Elec	Solid Waste	\$ 2,641.61	Electricity Service Landfill. 10/01/2021 - 11/01/2021.

City Council Regular

Date: 01/10/2022
Title: Payment of Claims for week of December 13, 2021
Presented by: Andy Zoeller, Finance Director
Department: Finance
Presentation: No

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of \$2,457,320.23 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.

Attachments

Councilmemo wk of 12132021

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	848309	3 Bull Contracting	Park Dist 1	\$ 30,180.15	picnic shelter & concrete sidewalks in Terry Park
12/14/2021	848310	AAA Trees Done Right	Street/Traffic	\$ 4,000.00	pruned trees on lohoff dr
12/14/2021	848320	AssetWorks	Fleet	\$ 615.00	AssetWorks Fleet Management software
12/14/2021	848320	AssetWorks	Fleet	\$ 615.00	AssetWorks Fleet Management software
12/14/2021	848320	AssetWorks	Fleet	\$ 8,200.00	AssetWorks Fleet Management software
12/14/2021	848320	AssetWorks	Fleet	\$ 205.00	AssetWorks Fleet management software
12/14/2021	848325	Billings Depot	Engineering	\$ 14,564.43	January 2022 Depot Rent
12/14/2021	848331	Bound Tree Medical	Public Safety	\$ -	08431707 SHIPPING (FREE)
12/14/2021	848331	Bound Tree Medical	Public Safety	\$ 461.85	CALCIUM GLUCONATE INJECTION
12/14/2021	848331	Bound Tree Medical	Public Safety	\$ 17.16	COMBINE ABDOMINAL PAD, 5" X 9" 085590
12/14/2021	848331	Bound Tree Medical	Public Safety	\$ 3,238.80	EXAM GLOVES, BLUE - ASST SIZES: MED, LGE, XL
12/14/2021	848331	Bound Tree Medical	Public Safety	\$ 232.35	FUROSEMIDE INJECTION, USP, 101009
12/14/2021	848331	Bound Tree Medical	Public Safety	\$ 141.48	NELLCOR COLORIMETRIC CO2 DETECTOR ADULT & PEDIATRIC
12/14/2021	848331	Bound Tree Medical	Public Safety	\$ 379.80	SODIUM BICARBONATE, 8.4% SOLUTION
12/14/2021	848331	Bound Tree Medical	Public Safety	\$ 24.76	STETHOSCOPE, PROSCOPE 670 DUAL HEAD
12/14/2021	848331	Bound Tree Medical	Public Safety	\$ 382.25	THIAMINE, 100 MG/ML
12/14/2021	848335	Burns & McDonnell Eng	Water	\$204,115.54	WO 19-42 West End Water Treatment Plant Project
12/14/2021	848336	Business Tax Section	Arterial Streets	\$ 932.94	Signal Conduit Update; 1F WO2122 Elcon
12/14/2021	848336	Business Tax Section	Facilities	\$ 330.50	business tax TJ Construction 22-000202
12/14/2021	848336	Business Tax Section	Gas Tax	\$ 111.14	City Overlay Schedule 3 City Digouts
12/14/2021	848336	Business Tax Section	Gas Tax	\$ 64.60	SID 1418 Holiday Ave Improvements
12/14/2021	848336	Business Tax Section	Gas Tax	\$ 1,902.98	WO 20-28 Songbird Drive Construction
12/14/2021	848336	Business Tax Section	Gas Tax	\$ 126.80	WO 21-12 Harrow Drive Reconstruction
12/14/2021	848336	Business Tax Section	Park Dist 1	\$ 304.85	3 Bull-Terry park install shelter and sidewalks
12/14/2021	848336	Business Tax Section	Park Dist 1	\$ 2,073.85	Poly vista improvement-Weave Construction (1% tax)
12/14/2021	848336	Business Tax Section	Park Dist 1	\$ 563.95	Poly vista improvement-Weave Construction (1% tax)
12/14/2021	848336	Business Tax Section	SID Const	\$ 611.19	SID 1418 Holiday Ave Improvements
12/14/2021	848336	Business Tax Section	Sidewalk Const	\$ 447.71	WO 20-28 Songbird Drive Construction
12/14/2021	848336	Business Tax Section	Sidewalk Const	\$ 55.72	WO 21-12 Harrow Drive Reconstruction
12/14/2021	848336	Business Tax Section	Solid Waste	\$ 145.49	Removal of underground storage tank
12/14/2021	848336	Business Tax Section	Storm Sewer	\$ 1,267.46	54th to Grand to 48th Drainage Corridor
12/14/2021	848336	Business Tax Section	Wastewater	\$ 15.47	WO 21-12 Harrow Drive Reconstruction
12/14/2021	848336	Business Tax Section	Water	\$ 261.00	Palm Tree Contract List 8_6_2021
12/14/2021	848336	Business Tax Section	Water	\$ 289.61	W.O. 21-15 Lead Service Replacements

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	848336	Business Tax Section	Water	\$ 82.76	WO 21-12 Harrow Drive Reconstruction
12/14/2021	848343	Civicplus	Airport	\$ 317.48	Quarterly Civic Send Airport
12/14/2021	848343	Civicplus	IT Resources	\$ 317.48	Quarterly CivicSend IT
12/14/2021	848343	Civicplus	IT Resources	\$ 6,766.90	Quarterly Hosting & Support Fees
12/14/2021	848343	Civicplus	IT Resources	\$ 86.82	SSL Certificate Quarterly Fee Renewa
12/14/2021	848354	Dana Safety Supply	Public Safety	\$ 1,228.15	753600
12/14/2021	848354	Dana Safety Supply	Public Safety	\$ 1,228.15	753604
12/14/2021	848354	Dana Safety Supply	Public Safety	\$ 1,123.12	754006
12/14/2021	848354	Dana Safety Supply	Public Safety	\$ 1,123.12	754007
12/14/2021	848354	Dana Safety Supply	Public Safety	\$ 750.00	754110
12/14/2021	848355	Data Imaging System	Building	\$ 3,812.08	2014 building plan scanning
12/14/2021	848355	Data Imaging System	Facilities	\$ 318.00	65 gal bins of documents shredded x6
12/14/2021	848356	Dell Computer	Building	\$ 3,783.64	3 Optiplex 7090 SSF, i5, 16GB RAM, 256GB SSD
12/14/2021	848356	Dell Computer	General	\$ 1,231.21	OptiPlex 7090 i5, 8GB RAM, 128GB SSD, 2-22" monitors
12/14/2021	848357	Dell Computer	Water	\$ 17,758.52	WTP 2022 TRP
12/14/2021	848357	Dell Computer	Water	\$ 1,329.58	WTP 2022 TRP
12/14/2021	848358	Donnes	Water	\$ 1,924.00	Addition to rip rap stockpile
12/14/2021	848358	Donnes	Water	\$ 4,250.00	Intake cleaning
12/14/2021	848359	DOWL	Arterial Streets	\$ 41,538.55	WO 20-12 S 32nd St W (King Ave W to Gabel)
12/14/2021	848359	DOWL	Planning	\$ 6,939.82	Billings ByPass Corridor Study
12/14/2021	848359	DOWL	Planning	\$ 4,319.76	BILLINGS CTSP UPDATE
12/14/2021	848363	Elcon Corporation	Arterial Streets	\$ 92,361.06	Signal Conduit Update
12/14/2021	ACH	Eldorado National California	Transit	\$743,964.00	9 Replacement 30-foot Diesel MET Transit Buses
12/14/2021	848364	Emerging Growth Enterprise	Airport	\$ 17,434.00	AFFF No-Foam Portable Testing System
12/14/2021	848365	Energy Laboratories	Wastewater	\$ 594.00	WRF LAB SAMPLE TESTING
12/14/2021	848365	Energy Laboratories	Wastewater	\$ 594.00	WRF LABORATORY SAMPLE TESTING
12/14/2021	848365	Energy Laboratories	Water	\$ 2,748.00	B21111036-009
12/14/2021	848365	Energy Laboratories	Water	\$ 52.00	WTP LAB
12/14/2021	848367	First MT Title	CDBG	\$ 10,000.00	FTHB Jacqueline Brown 4232 Bruce Avenue
12/14/2021	848376	HDR	Engineering	\$ 3,483.59	WO 20-33 Public Works GIS Services
12/14/2021	848376	HDR	Light Maint	\$ 378.65	WO 20-33 Public Works GIS Services
12/14/2021	848376	HDR	P.W. Admin	\$ 1,969.00	WO 20-33 Public Works GIS Services
12/14/2021	848376	HDR	Solid Waste	\$ 1,666.07	WO 20-33 Public Works GIS Services
12/14/2021	848376	HDR	Storm Sewer	\$ 4,430.21	WO 20-33 Public Works GIS Services

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	848376	HDR	Street/Traffic	\$ 3,975.84	WO 20-33 Public Works GIS Services
12/14/2021	848376	HDR	Wastewater	\$ 5,187.54	WO 20-33 Public Works GIS Services
12/14/2021	848376	HDR	Water	\$ 16,774.29	WO 20-33 Public Works GIS Services
12/14/2021	848380	Ideal Products	PD Program	\$ 4,600.00	Quote #4106. IP24 Disrupter Kit.
12/14/2021	848382	Industrial Commun & Elec	Public Safety	\$ 3,024.00	FIRE COMM UH-51 & UH-10 HEADSET REPAIRS
12/14/2021	848382	Industrial Commun & Elec	Public Safety	\$ 22.00	SHIPPING
12/14/2021	848385	Junkermier,Clark,Campanella,Stevens	General	\$ 30,000.00	FY21 Audit Services; Progress Billing
12/14/2021	848391	KLE Construction	Tax Incrmnt S	\$ 39,769.93	Hallowell Lane Improvements
12/14/2021	848391	KLE Construction	Water	\$ 26,525.69	Hallowell Lane Improvements
12/14/2021	848392	Knife River	Gas Tax	\$ 11,002.80	City Overlay Schedule 3 City Digouts
12/14/2021	848392	Knife River	Street/Traffic	\$ 1,803.66	1 1/2" crushed base
12/14/2021	848393	L P Anderson Tire	Building	\$ 78.00	1957577
12/14/2021	848393	L P Anderson Tire	Building	\$ 690.92	1957636
12/14/2021	848393	L P Anderson Tire	Building	\$ 78.00	1957660
12/14/2021	848393	L P Anderson Tire	Building	\$ 690.92	1957732
12/14/2021	848393	L P Anderson Tire	General	\$ 289.16	1956628
12/14/2021	848393	L P Anderson Tire	General	\$ 65.00	1956628
12/14/2021	848393	L P Anderson Tire	General	\$ 735.56	1958096
12/14/2021	848393	L P Anderson Tire	Public Safety	\$ 127.00	1956071
12/14/2021	848393	L P Anderson Tire	Public Safety	\$ 65.00	1956921
12/14/2021	848393	L P Anderson Tire	Public Safety	\$ 614.80	1957178
12/14/2021	848393	L P Anderson Tire	Public Safety	\$ 78.00	1957198
12/14/2021	848393	L P Anderson Tire	Public Safety	\$ 696.72	1957411
12/14/2021	848393	L P Anderson Tire	Public Safety	\$ 3,074.00	1958100
12/14/2021	848393	L P Anderson Tire	Street/Traffic	\$ 62.50	1956044
12/14/2021	848393	L P Anderson Tire	Street/Traffic	\$ 75.00	1956819
12/14/2021	848393	L P Anderson Tire	Street/Traffic	\$ 32.00	1957428
12/14/2021	848393	L P Anderson Tire	Street/Traffic	\$ 107.00	1957432
12/14/2021	848393	L P Anderson Tire	Street/Traffic	\$ 65.00	1957952
12/14/2021	848393	L P Anderson Tire	Street/Traffic	\$ 48.00	1958202
12/14/2021	848393	L P Anderson Tire	Street/Traffic	\$ 48.00	1958205
12/14/2021	848393	L P Anderson Tire	Street/Traffic	\$ 158.00	1958206
12/14/2021	848393	L P Anderson Tire	Street/Traffic	\$ 62.50	1958219
12/14/2021	848393	L P Anderson Tire	Transit	\$ 113.00	1963096. Flat Repair Unit 1809. W/O 204465

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	848394	Land Design	Park Dist 1	\$ 8,094.00	phase I of the Poly Vista project
12/14/2021	848394	Land Design	Tax Incrmnt S	\$ 375.00	design, contract & construction- Optimist Park shelter
12/14/2021	848407	Moulton Bellingham	General	\$ 8,240.00	Stillwater Building Purchase
12/14/2021	848407	Moulton Bellingham	General	\$ 8,353.75	Houser WWFF
12/14/2021	848407	Moulton Bellingham	General	\$ 5,241.50	Abromeit et al v. COB
12/14/2021	848407	Moulton Bellingham	General	\$ 675.00	County Water District Dispute
12/14/2021	848407	Moulton Bellingham	General	\$ 2,776.25	McDaniel v. COB
12/14/2021	848407	Moulton Bellingham	General	\$ 440.00	General -Ditch bank stabilization issues
12/14/2021	848408	Mountain Alarm	Facilities	\$ 12.50	city hall elevator monitoring
12/14/2021	848408	Mountain Alarm	Facilities	\$ 37.50	daily timer test and monthly monitoring
12/14/2021	848408	Mountain Alarm	Facilities	\$ 37.50	daily timer test and monthly monitoring - BOC
12/14/2021	848408	Mountain Alarm	General	\$ 19.00	003205-activation for virtual keypad
12/14/2021	848408	Mountain Alarm	General	\$ 3,239.59	alarm installation for PRPL office -003205
12/14/2021	848400	MT Dakota Utilities	Facilities	\$ 3,383.29	989 733 1000 0
12/14/2021	848400	MT Dakota Utilities	General	\$ 420.04	902 360 1000 6
12/14/2021	848400	MT Dakota Utilities	Public Safety	\$ 551.60	307 111 5825 0
12/14/2021	848400	MT Dakota Utilities	Public Safety	\$ 28.30	357 004 5071 7
12/14/2021	848400	MT Dakota Utilities	Public Safety	\$ 1,011.76	819 360 1000 8
12/14/2021	848400	MT Dakota Utilities	Public Safety	\$ 211.02	958 650 1000 3
12/14/2021	848400	MT Dakota Utilities	Wastewater	\$ 100.22	017 739 3911 9
12/14/2021	848400	MT Dakota Utilities	Wastewater	\$ 55.03	470 750 1000 0
12/14/2021	848400	MT Dakota Utilities	Wastewater	\$ 27.41	559 250 1000 5
12/14/2021	848400	MT Dakota Utilities	Water	\$ 351.82	825 150 1000 5
12/14/2021	848410	MT Waterworks	Water	\$ 154.74	1" CTS X 3/4" MIP (COMPRESSION X MALE IRON PIPE)
12/14/2021	848410	MT Waterworks	Water	\$ 564.00	27" POLYWRAP .008 MIL - PIPE WRAP
12/14/2021	848410	MT Waterworks	Water	\$ 6,779.20	3/4" METER LOOPS AKA YOKE
12/14/2021	848410	MT Waterworks	Water	\$ 5,084.40	3/4" METER LOOPS AKA YOKE
12/14/2021	848410	MT Waterworks	Water	\$ 633.40	MUELLER 3/4" to 1" IN CURB BOX - 2-1/2" TAP - 6-1/2'
12/14/2021	848409	Mt West Holding Co	Street/Traffic	\$ 4,550.00	guardrail repair along shiloh b/t broadwater & central
12/14/2021	848411	Napa Auto Parts	Engineering	\$ 43.91	346881
12/14/2021	848411	Napa Auto Parts	Engineering	\$ 321.83	347180
12/14/2021	848411	Napa Auto Parts	Fleet	\$ 11.37	343710
12/14/2021	848411	Napa Auto Parts	Fleet	\$ 9.49	343864
12/14/2021	848411	Napa Auto Parts	Fleet	\$ 23.51	345030

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	848411	Napa Auto Parts	Fleet	\$ 132.88	343709 PO NUM 313541
12/14/2021	848411	Napa Auto Parts	Fleet	\$ 119.72	343917 PO NUM 313541
12/14/2021	848411	Napa Auto Parts	Fleet	\$ 119.88	343921 PO NUM 313541
12/14/2021	848411	Napa Auto Parts	Fleet	\$ 70.49	344207 PO NUM 313541
12/14/2021	848411	Napa Auto Parts	Fleet	\$ 8.36	344296 PO NUM 313541
12/14/2021	848411	Napa Auto Parts	Fleet	\$ 227.60	345295 PO NUM 313541
12/14/2021	848411	Napa Auto Parts	Fleet	\$ 112.92	346786 PO NUM 313541
12/14/2021	848411	Napa Auto Parts	Fleet	\$ 15.40	346859 PO NUM 313541
12/14/2021	848411	Napa Auto Parts	Fleet	\$ 141.22	346938 PO NUM 313541
12/14/2021	848411	Napa Auto Parts	Fleet	\$ 30.59	346953 PO NUM 313541
12/14/2021	848411	Napa Auto Parts	General	\$ 157.60	344118
12/14/2021	848411	Napa Auto Parts	General	\$ 36.32	344737
12/14/2021	848411	Napa Auto Parts	General	\$ 72.06	344755
12/14/2021	848411	Napa Auto Parts	General	\$ 21.68	346790
12/14/2021	848411	Napa Auto Parts	IT Resources	\$ 103.95	346456
12/14/2021	848411	Napa Auto Parts	Public Safety	\$ 102.50	343769
12/14/2021	848411	Napa Auto Parts	Public Safety	\$ 8.14	344400
12/14/2021	848411	Napa Auto Parts	Public Safety	\$ 64.73	344978
12/14/2021	848411	Napa Auto Parts	Public Safety	\$ 187.27	346229
12/14/2021	848411	Napa Auto Parts	Public Safety	\$ 39.02	346507
12/14/2021	848411	Napa Auto Parts	Solid Waste	\$ 64.74	344978
12/14/2021	848411	Napa Auto Parts	Solid Waste	\$ 244.56	345966
12/14/2021	848411	Napa Auto Parts	Street/Traffic	\$ 195.63	344178
12/14/2021	848411	Napa Auto Parts	Street/Traffic	\$ 19.24	344976
12/14/2021	848411	Napa Auto Parts	Street/Traffic	\$ 64.73	344978
12/14/2021	848411	Napa Auto Parts	Street/Traffic	\$ 15.92	346165
12/14/2021	848411	Napa Auto Parts	Wastewater	\$ 110.05	SHOP INVENTORY
12/14/2021	848411	Napa Auto Parts	Water	\$ 22.25	345951
12/14/2021	848411	Napa Auto Parts	Water	\$ 10.48	346301
12/14/2021	848411	Napa Auto Parts	Water	\$ 39.19	346305
12/14/2021	848411	Napa Auto Parts	Water	\$ 7.96	346310
12/14/2021	848411	Napa Auto Parts	Water	\$ 143.40	346525
12/14/2021	848411	Napa Auto Parts	Water	\$ 128.53	346832
12/14/2021	848411	Napa Auto Parts	Water	\$ 143.40	346951

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	848411	Napa Auto Parts	Water	\$ 474.94	347009
12/14/2021	848413	Neibauer Painting	Property Ins	\$ 2,712.00	BPL Bookmobile Unit #5055
12/14/2021	848414	NeighborWorks MT	CDBG	\$ 24,982.96	NWMT C & C Reimbursement Request #16
12/14/2021	848417	Northwest Industrial	Public Safety	\$ 238.00	48-59-1812 MILWAUKEE M18 BATTERY CHARGER
12/14/2021	848417	Northwest Industrial	Public Safety	\$ 397.32	48-11-1852 MILWAUKEE M18, BATTERY, 2-PK
12/14/2021	848417	Northwest Industrial	Public Safety	\$ 1,396.00	2729S-22 MILWAUKEE M18, PORTABAND SAW KIT.
12/14/2021	848417	Northwest Industrial	Street/Traffic	\$ 180.75	shovels
12/14/2021	848417	Northwest Industrial	Wastewater	\$ 10.46	HAMMER
12/14/2021	848417	Northwest Industrial	Wastewater	\$ 34.85	Tool replacements
12/14/2021	848417	Northwest Industrial	Wastewater	\$ 251.21	Tools
12/14/2021	848417	Northwest Industrial	Water	\$ 85.68	12" NEOPRENE GAUNTLET GLOVE
12/14/2021	848417	Northwest Industrial	Water	\$ 292.80	AXIS LARGE GLOVE
12/14/2021	848417	Northwest Industrial	Water	\$ 219.60	AXIS MEDIUM GLOVE
12/14/2021	848417	Northwest Industrial	Water	\$ 146.40	AXIS X-LARGE GLOVE
12/14/2021	848417	Northwest Industrial	Water	\$ 15.69	HAMMER
12/14/2021	848417	Northwest Industrial	Water	\$ 243.60	HIGH SERVICE CRANE
12/14/2021	848417	Northwest Industrial	Water	\$ 125.04	SAFETY GLASSES - TINTED
12/14/2021	848417	Northwest Industrial	Water	\$ 96.31	TOOLS FOR SERVICE TRUCK
12/14/2021	848418	NorthWestern Energy	Airport	\$ 12.61	0712534-7. Entrance to Gate 16. November 2021
12/14/2021	848418	NorthWestern Energy	Airport	\$ 20.66	0712791-3. Gate 16. November 2021
12/14/2021	848418	NorthWestern Energy	Airport	\$ 20.66	0712795-4. Gate 17. November 2021
12/14/2021	848418	NorthWestern Energy	Airport	\$ 19.09	0712797-0. Gate 9. November 2021
12/14/2021	848418	NorthWestern Energy	Airport	\$ 6.11	0712805-1. IP-10. November 2021
12/14/2021	848418	NorthWestern Energy	Airport	\$ 7.82	0712813-5. Burn Pit. November 2021
12/14/2021	848418	NorthWestern Energy	Airport	\$ 18.83	0719759-3. Gate 12. November 2021
12/14/2021	848418	NorthWestern Energy	Airport	\$ 65.46	0719760-1. Gate 14. November 2021
12/14/2021	848418	NorthWestern Energy	Airport	\$ 21.81	0719761-9. Gate 15. November 2021
12/14/2021	848418	NorthWestern Energy	Airport	\$ 20.13	0719762-7. Gate 13. November 2021
12/14/2021	848418	NorthWestern Energy	Airport	\$ 19.09	0720296-3. Gate 29. November 2021
12/14/2021	848418	NorthWestern Energy	Airport	\$ 24.19	2114868-9. Runway Weather System. November 2021
12/14/2021	848418	NorthWestern Energy	Facilities	\$ 6.00	3866815-8
12/14/2021	848418	NorthWestern Energy	General	\$ 109.01	0720841-6
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 6.11	0722253-2
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 180.67	0722256-5

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 8.37	0722258-1
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 12.61	0722259-9
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 8.64	0722272-2
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 126.96	0722273-0
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 8.74	0722274-8
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 84.41	0722275-5
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 28.78	0722277-1
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 29.32	0722278-9
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 12.61	0722279-7
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 6.11	0722280-5
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 6.11	0722281-3
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 6.11	0722283-9
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 6.11	0722284-7
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 12.61	0722808-3
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 6.51	0722852-1
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 8.37	0722862-0
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 61.63	0722901-6
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 6.27	0722976-8
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 346.60	0722995-8
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 77.78	0723005-5
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 6.11	0723025-3
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ -	0723039-4
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 6.00	0723046-9
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 81.33	0723049-3
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 18.67	0723064-2
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 18.67	0723065-9
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 4.07	0723391-9
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 170.14	0723884-3
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 18.67	0723887-6
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 13.26	0978917-3
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 50.07	0999807-1
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 21.43	1156527-2
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 32.42	1160780-1
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 6.00	1230066-1

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 6.00	1588262-4
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 0.99	1692666-9
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 7.43	1902257-3
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 38.89	1941243-6
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 6.00	3178260-0
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 6.00	3477233-5
12/14/2021	848418	NorthWestern Energy	Park Dist 1	\$ 290.33	3771457-3
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 5.75	0722272-2
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 6.11	0723384-4
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 7.97	0723385-1
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 7.97	0723386-9
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 7.97	0723387-7
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 7.97	0723388-5
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 2.72	0723391-9
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 0.74	0723392-7
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 7.03	0723393-5
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 6.11	0723394-3
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 6.11	0723395-0
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 6.11	0723396-8
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 6.11	0723397-6
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 6.11	0723398-4
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 6.11	0723835-5
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 8.37	0723836-3
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 6.27	0723840-5
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 158.04	0723879-3
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 6.64	0723883-5
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 0.74	0723885-0
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 0.99	0971824-8
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 0.49	1045813-1
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 0.75	1312707-1
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ -	1513796-1
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 29.55	1513800-1
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 9.38	1513802-7
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 8.08	1513804-3

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 7.43	1514388-6
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 6.90	1564209-3
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 1.36	2041362-1
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ -	3707234-5
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ -	3707235-2
12/14/2021	848418	NorthWestern Energy	Parks Maint	\$ 0.60	3707236-0
12/14/2021	848418	NorthWestern Energy	Public Safety	\$ 9.63	0712532-1
12/14/2021	848418	NorthWestern Energy	Public Safety	\$ 1,247.88	1183483-5
12/14/2021	848418	NorthWestern Energy	Radio	\$ 153.54	1006915-1
12/14/2021	848418	NorthWestern Energy	Street/Traffic	\$ 6.51	0855404-0
12/14/2021	848418	NorthWestern Energy	Street/Traffic	\$ 25.07	1738989-1
12/14/2021	848418	NorthWestern Energy	Street/Traffic	\$ 0.84	1797828-9
12/14/2021	848418	NorthWestern Energy	Street/Traffic	\$ 6.90	2047000-1
12/14/2021	848418	NorthWestern Energy	Street/Traffic	\$ 7.68	2047007-6
12/14/2021	848418	NorthWestern Energy	Street/Traffic	\$ 6.90	2047010-0
12/14/2021	848418	NorthWestern Energy	Street/Traffic	\$ 7.43	2047011-8
12/14/2021	848418	NorthWestern Energy	Street/Traffic	\$ 7.30	2047013-4
12/14/2021	848418	NorthWestern Energy	Street/Traffic	\$ 7.56	2047017-5
12/14/2021	848418	NorthWestern Energy	Street/Traffic	\$ 7.56	2047018-3
12/14/2021	848418	NorthWestern Energy	Street/Traffic	\$ 6.90	2047019-1
12/14/2021	848418	NorthWestern Energy	Street/Traffic	\$ 0.98	3590004-2
12/14/2021	848418	NorthWestern Energy	Street/Traffic	\$ 52.04	3648861-7
12/14/2021	848418	NorthWestern Energy	Street/Traffic	\$ 7.43	3660075-7
12/14/2021	848418	NorthWestern Energy	Wastewater	\$ 76.38	0723383-6
12/14/2021	848418	NorthWestern Energy	Wastewater	\$ 301.52	0723878-5
12/14/2021	848418	NorthWestern Energy	Wastewater	\$ 7.94	1704025-4
12/14/2021	848418	NorthWestern Energy	Wastewater	\$ 92.86	1704030-4
12/14/2021	848418	NorthWestern Energy	Water	\$ 9.83	0722249-0
12/14/2021	848418	NorthWestern Energy	Water	\$ 2,595.76	0722270-6
12/14/2021	848418	NorthWestern Energy	Water	\$ 6.64	1867265-9
12/14/2021	848423	Palm Tree Const	Water	\$ 25,839.00	Water Service Repairs 8/6/2021 List
12/14/2021	848425	Performance Eng & Consult	Park Dist 1	\$ 2,947.50	WO 22-12 Optimist Park Parking Lots; 2021-150-002
12/14/2021	848426	Perimeter Solutions	Public Safety	\$ -	DELIVERY FREE WITHIN CONTINENTAL U.S.
12/14/2021	848426	Perimeter Solutions	Public Safety	\$ 4,992.00	WD881 FIRE FOAM, 48 5-GALLON PAILS

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	848429	Polydyne Inc	Wastewater	\$ 3,267.00	Clarifloc
12/14/2021	848429	Polydyne Inc	Wastewater	\$ 54,101.52	Clarifloc
12/14/2021	848433	Rain For Rent	Wastewater	\$ 8,876.15	WO 22-13
12/14/2021	848439	Rocky Mt Compost	Park Dist 1	\$ 1,680.00	playground chips -20646
12/14/2021	848439	Rocky Mt Compost	Park Dist 1	\$ 2,605.00	playground chips-20652
12/14/2021	848439	Rocky Mt Compost	Parks Maint	\$ 720.00	playground chips -20646
12/14/2021	848439	Rocky Mt Compost	Parks Maint	\$ 720.00	playground chips -20646
12/14/2021	848443	Solid Waste Systems	Fleet	\$ 1,345.29	137069 PO NUM 313547
12/14/2021	848443	Solid Waste Systems	Fleet	\$ 1,451.29	137377 PO NUM 313547
12/14/2021	848443	Solid Waste Systems	Fleet	\$ 162.59	137395 PO NUM 313547
12/14/2021	848443	Solid Waste Systems	Fleet	\$ 577.45	137542 PO NUM 313547
12/14/2021	848443	Solid Waste Systems	Fleet	\$ 356.89	137630 PO NUM 313547
12/14/2021	848443	Solid Waste Systems	Solid Waste	\$ 559.21	137186
12/14/2021	848443	Solid Waste Systems	Solid Waste	\$ 1,238.98	137222
12/14/2021	848443	Solid Waste Systems	Solid Waste	\$ 1,005.72	137255
12/14/2021	848443	Solid Waste Systems	Solid Waste	\$ 6,747.81	137367
12/14/2021	848443	Solid Waste Systems	Solid Waste	\$ 274.45	137556
12/14/2021	848443	Solid Waste Systems	Solid Waste	\$ 29.25	137629
12/14/2021	848443	Solid Waste Systems	Solid Waste	\$ 2,503.57	137631
12/14/2021	848443	Solid Waste Systems	Street/Traffic	\$ 2,563.34	137512
12/14/2021	848446	St V's Occupational	Airport	\$ 145.00	Drug Testing, On-site Nursing, DOT Physicals
12/14/2021	848446	St V's Occupational	City Ins Fund	\$ 652.50	Drug Testing, On-site Nursing, DOT Physicals
12/14/2021	848446	St V's Occupational	City Ins Fund	\$ 195.00	Drug Testing, On-site Nursing, DOT Physicals
12/14/2021	848446	St V's Occupational	Fleet	\$ 95.00	Drug Testing, On-site Nursing, DOT Physicals
12/14/2021	848446	St V's Occupational	General	\$ 1,925.00	Drug Testing, On-site Nursing, DOT Physicals
12/14/2021	848446	St V's Occupational	Park Dist 1	\$ 95.00	Drug Testing, On-site Nursing, DOT Physicals
12/14/2021	848446	St V's Occupational	Public Safety	\$ 475.00	Drug Testing, On-site Nursing, DOT Physicals
12/14/2021	848446	St V's Occupational	Public Safety	\$ 20.00	Drug Testing, On-site Nursing, DOT Physicals
12/14/2021	848446	St V's Occupational	Solid Waste	\$ 95.00	Drug Testing, On-site Nursing, DOT Physicals
12/14/2021	848446	St V's Occupational	Transit	\$ 95.00	Drug Testing, On-site Nursing, DOT Physicals
12/14/2021	848446	St V's Occupational	Wastewater	\$ 38.00	Drug Testing, On-site Nursing, DOT Physicals
12/14/2021	848446	St V's Occupational	Water	\$ 57.00	Drug Testing, On-site Nursing, DOT Physicals
12/14/2021	848447	Stewart Title Co	CDBG	\$ 15,000.00	FTHB Tanya Mitzel 2005 10th Ave N
12/14/2021	848454	TJ Construction	Facilities	\$ 32,719.50	Veterans Park hail damage

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	848456	Town & Country Supply	Fleet	\$ 21,368.39	423261 PO NUM 313586
12/14/2021	848456	Town & Country Supply	Public Safety	\$ 597.61	BLENDED DIESEL. 100 GALLONS #2 AND 100 GALLONS #1 DYED
12/14/2021	848456	Town & Country Supply	Public Safety	\$ 597.61	BLENDED DIESEL. 100 GALLONS #2 AND 100 GALLONS #1 DYED
12/14/2021	848456	Town & Country Supply	Public Safety	\$ 988.20	BLENDED DIESEL. 150 GALLONS #2 AND 150 GALLONS #1 DYED
12/14/2021	848456	Town & Country Supply	Public Safety	\$ 669.88	UNLEADED DELIVERED 12/6/2021
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 260.00	Aaae - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 98.00	Agi Solutions - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 627.42	Airside Solutions, Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 8.99	Albertsons #4041 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 551.00	Alpine Plumbing Heating & - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 64.16	Alsco Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 45.00	Alsco Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 336.44	Alsco Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 59.98	Amazon.Com*Nz4Q38Jz3 Amzn - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 1,250.25	American Water Technol - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 209.68	Amzn Mktp Us*2Y3A03Sq2 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 19.88	Amzn Mktp Us*Ed0N854P3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 11.04	Amzn Mktp Us*Ew4Ya6As3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 38.98	Amzn Mktp Us*Ft4Hn9Zt3 Am - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 266.97	Amzn Mktp Us*Fy1Dd21F3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 133.94	Amzn Mktp Us*Py23F15T3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 45.58	Amzn Mktp Us*Xp32F8Bd3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 51.98	Autozone #3769 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 220.00	Ba Shields - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 569.99	Best Buy 00005926 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 19.99	Best Buy 00005926 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 150.00	Bighorn Boots - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 17.40	Billings - Tacoma Screw P - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 21.82	Billings - Tacoma Screw P - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 5.20	Billings - Tacoma Screw P - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ (158.46)	Billings Dermatology & - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 343.13	Billings Dermatology & - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ (184.67)	Billings Dermatology & - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 275.00	Billings Overhead Door In - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 241.00	Billings Overhead Door In - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 138.82	Carquest 3103 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 374.90	Cellular Plus Heights 111 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 295.00	Civil Air Patrol Magazine - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 541.00	Creative Monograms Smb - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 701.00	Creative Monograms Smb - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 386.57	Crescent Electric 054 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 23.00	Culligan Billings - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 95.99	Dtv*Directv Service - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 156.39	Dxp Enterprises - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 214.36	Ecolab Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 111.16	Ecolab Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 100.04	Ecolab Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 117.34	Ecolab Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 177.24	Ecolab Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 871.62	Escosupply - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 50.00	Exxonmobil 45364056 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 64.67	Ferguson Ent #1342 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 1,131.17	Ferguson Ent #1342 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 145.34	Ferguson Ent #1342 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 50.81	Fisher'S Technology - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 225.00	Fsp*Generator Starter Sho - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 1,192.81	Genesis Lamp Corp - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 145.98	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 182.97	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 478.60	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 11.13	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 99.99	Heights Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 72.05	In *Airel - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 632.00	In *Billings Overhead Doo - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 130.00	In *Billings Overhead Doo - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 632.00	In *Billings Overhead Doo - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 373.00	In *Billings Overhead Doo - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 40.00	In *Cotter'S Sewer, Septi - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 964.00	Johnson Controls Fire - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 436.01	Johnstone Supply - Billin - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 345.12	Kb Commercial Products - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 1,196.30	Kb Commercial Products - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 129.05	Kb Commercial Products - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 1,574.71	Kb Commercial Products - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 86.23	Ln Curtis - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 73.76	Lowes #00319* - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 28.56	Lowes #00319* - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 477.00	Lp Anderson - Point S, Dt - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 731.49	Montana Broom & Brush Co1 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 659.05	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 32.03	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 5.99	Napa Store 3547007 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 18.99	Napa Store 3547007 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 11.80	Napa Store 3547007 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 202.84	Napa Store 3547007 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 55.90	Norco Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 520.51	Norco Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 16.26	Norco Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 142.60	Norco Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 84.64	North Coast Electric - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 594.12	North Coast Electric - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 2,487.76	Nwestco - 003 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 44.94	Office Depot #2135 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 43.67	Office Depot #2135 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 23.75	O'Reilly Auto Parts 1551 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 139.00	Pp*Mcwholesale - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 252.00	Quadient Inc Payconnex - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 150.00	Red Wing Shoes #998 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 273.03	Safety Kleen Systems - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 179.98	Scheels Billings - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 191.64	Schnitzer Steel Billings - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 521.55	Setcom Corporation - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 11.99	Shipton'S Big R-East - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 139.65	Sp * Billings Gazette - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 44.00	Spic And Span - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 65.00	Spic And Span - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 374.00	Sq *Gated Solutions - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 506.10	Sq *Gated Solutions - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 52.44	State Chemic*State Che - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 793.16	State Chemic*State Che - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ (52.44)	State Chemic*State Che - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 1,943.56	State Chemic*State Che - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 1,054.26	State Chemic*State Che - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ (87.22)	State Farm Insurance - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 87.22	State Farm Insurance - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 119.96	Target 00013334 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 39.98	Target 00013334 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 174.42	The Gallery Collection - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 14.91	The Home Depot #3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 201.90	The Home Depot 3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 4.98	Tractor-Supply-Co #0303 - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 1,500.00	Transportation Security - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 261.04	Wingate Helena - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 84.00	Zeecreativeinc - PCard
12/14/2021	ACH	U.S. Bank PCards	Airport	\$ 14.99	Zoom.Us 888-799-9666 - PCard
12/14/2021	ACH	U.S. Bank PCards	Building	\$ 81.01	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Building	\$ (21.59)	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Building	\$ 246.70	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Building	\$ 20.66	Amazon.Com*Iy3564Z33 - PCard
12/14/2021	ACH	U.S. Bank PCards	Building	\$ 87.64	Amzn Mktp Us*G14S45It3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Building	\$ 266.02	lapmo - PCard
12/14/2021	ACH	U.S. Bank PCards	Building	\$ 219.00	Int'L Code Council Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Building	\$ 900.00	Int'L Code Council Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Building	\$ 658.06	Int'L Code Council Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Building	\$ 720.00	Int'L Code Council Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Building	\$ 10.41	Sams Club #4805 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Building	\$ 24.90	Samsclub.Com - PCard
12/14/2021	ACH	U.S. Bank PCards	Building	\$ 198.00	Tri-State Consultants - PCard
12/14/2021	ACH	U.S. Bank PCards	Building	\$ 355.00	Western Office Equipment - PCard
12/14/2021	ACH	U.S. Bank PCards	CDBG	\$ 36.99	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	CDBG	\$ 30.00	406 Kitchen And Taproom - PCard
12/14/2021	ACH	U.S. Bank PCards	CDBG	\$ 25.42	Albertsons #0047 - PCard
12/14/2021	ACH	U.S. Bank PCards	CDBG	\$ 38.34	Albertsons #0047 - PCard
12/14/2021	ACH	U.S. Bank PCards	CDBG	\$ 33.45	Amzn Mktp Us*2Y6V11Hb1 - PCard
12/14/2021	ACH	U.S. Bank PCards	CDBG	\$ 32.98	Amzn Mktp Us*5N6Wz0Lp3 - PCard
12/14/2021	ACH	U.S. Bank PCards	CDBG	\$ 42.15	Amzn Mktp Us*O62Tn9B93 - PCard
12/14/2021	ACH	U.S. Bank PCards	CDBG	\$ 12.95	Canva* I03222-30123238 - PCard
12/14/2021	ACH	U.S. Bank PCards	CDBG	\$ 3,452.40	Cncs - PCard
12/14/2021	ACH	U.S. Bank PCards	CDBG	\$ 3,452.40	Cncs - PCard
12/14/2021	ACH	U.S. Bank PCards	CDBG	\$ 359.74	Fisher'S Technology - PCard
12/14/2021	ACH	U.S. Bank PCards	CDBG	\$ 13.25	Sq *Classy N Sassy Coffee - PCard
12/14/2021	ACH	U.S. Bank PCards	CDBG	\$ 98.48	Sq *Five On Black - - PCard
12/14/2021	ACH	U.S. Bank PCards	CDBG	\$ 38.40	Sq *Veronika'S - PCard
12/14/2021	ACH	U.S. Bank PCards	CDBG	\$ 120.77	Uber Eats - PCard
12/14/2021	ACH	U.S. Bank PCards	Central Services	\$ 401.28	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Central Services	\$ 220.92	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Court Grants	\$ 8.89	Albertsons #0038 - PCard
12/14/2021	ACH	U.S. Bank PCards	Court Grants	\$ 22.77	Albertsons #0630 - PCard
12/14/2021	ACH	U.S. Bank PCards	Court Grants	\$ 105.00	Albertsons #4041 - PCard
12/14/2021	ACH	U.S. Bank PCards	Court Grants	\$ 48.72	Albertsons #4041 - PCard
12/14/2021	ACH	U.S. Bank PCards	Court Grants	\$ 50.00	Albertsons #4041 - PCard
12/14/2021	ACH	U.S. Bank PCards	Court Grants	\$ 28.57	Great American Bagel Bill - PCard
12/14/2021	ACH	U.S. Bank PCards	Court Grants	\$ 1,419.78	Jw Marriott Bonnet Crk - PCard
12/14/2021	ACH	U.S. Bank PCards	Court Grants	\$ 13.50	Sunset Bowl - PCard
12/14/2021	ACH	U.S. Bank PCards	Court Grants	\$ 36.39	Target 00001719 - PCard
12/14/2021	ACH	U.S. Bank PCards	Court Grants	\$ 15.55	Zoom.Us 888-799-9666 - PCard
12/14/2021	ACH	U.S. Bank PCards	Engineering	\$ 187.12	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Engineering	\$ 63.80	4Te*Fps/Mountain Alarm - PCard
12/14/2021	ACH	U.S. Bank PCards	Engineering	\$ 49.50	4Te*Fps/Mountain Alarm - PCard
12/14/2021	ACH	U.S. Bank PCards	Engineering	\$ 179.96	Amazon.Com*0K9007Zl3 Amzn - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Engineering	\$ 325.00	American Public Works - PCard
12/14/2021	ACH	U.S. Bank PCards	Engineering	\$ 64.34	Amzn Mktp Us*Sh3030M83 - PCard
12/14/2021	ACH	U.S. Bank PCards	Engineering	\$ 224.26	Careerbuilder - PCard
12/14/2021	ACH	U.S. Bank PCards	Engineering	\$ 477.85	Cor Enterprises - PCard
12/14/2021	ACH	U.S. Bank PCards	Engineering	\$ 53.94	Costco Whse #0069 - PCard
12/14/2021	ACH	U.S. Bank PCards	Engineering	\$ 39.34	Fastenal Company 01Mtbll - PCard
12/14/2021	ACH	U.S. Bank PCards	Engineering	\$ 11.80	Fisher'S Technology - PCard
12/14/2021	ACH	U.S. Bank PCards	Engineering	\$ 10.42	Fisher'S Technology - PCard
12/14/2021	ACH	U.S. Bank PCards	Engineering	\$ 295.00	Ite Career Center - PCard
12/14/2021	ACH	U.S. Bank PCards	Engineering	\$ 100.00	Pzg**Mt Dli Ebiz - PCard
12/14/2021	ACH	U.S. Bank PCards	Engineering	\$ 39.36	Selby'S - PCard
12/14/2021	ACH	U.S. Bank PCards	Engineering	\$ 27.18	Selby'S - PCard
12/14/2021	ACH	U.S. Bank PCards	Engineering	\$ 15.55	Zoom.Us 888-799-9666 - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 12.50	4Te*Fps/Mountain Alarm - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 130.00	4Te*Fps/Mountain Alarm - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 12.50	4Te*Fps/Mountain Alarm - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 37.50	4Te*Fps/Mountain Alarm - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 130.00	4Te*Fps/Mountain Alarm - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 34.50	4Te*Fps/Mountain Alarm - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 37.50	4Te*Fps/Mountain Alarm - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 14.99	Adobe *800-833-6687 - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 715.74	Airfiltersdelivered - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 101.88	AlSCO Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 635.88	Amzn Mktp Us*Iz6Zu7M93 - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 234.00	Architectural Doors & Har - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ (234.00)	Architectural Doors & Har - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 62.69	Billings - Tacoma Screw P - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 89.97	Billings Hardware & Servi - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 89.16	Hose & Rubber Supply - Bi - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 112.00	Int'L Code Council Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 314.40	Kb Commercial Products - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 14.98	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 5.58	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 5.98	Lowes #00319* - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 55.40	Lowes #00319* - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 101.28	Sq *Koinonia Laundry - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 145.06	Sq *Koinonia Laundry - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 120.58	Sq *Koinonia Laundry - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 87.12	Sq *Koinonia Laundry - PCard
12/14/2021	ACH	U.S. Bank PCards	Facilities	\$ 2.00	West End Lock And Secur - PCard
12/14/2021	ACH	U.S. Bank PCards	Fleet	\$ 12.29	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Fleet	\$ 56.36	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Fleet	\$ 364.64	Fedex Offic22600022665 - PCard
12/14/2021	ACH	U.S. Bank PCards	Fleet	\$ 43.96	The Home Depot #3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 13.69	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 102.36	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 150.49	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 33.92	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 13.29	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 17.58	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 100.44	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 90.00	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 107.65	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 1,191.24	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 52.99	Adobe Creative Cloud - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 52.99	Adobe Creative Cloud - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 58.42	Adobe Creative Cloud - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 52.99	Adobe Creative Cloud - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 52.99	Adobe Creative Cloud - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 14.99	Adobe Pdf Pack Subs - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 105.00	Air Controls-Billings - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 15.47	Albertsons #0038 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 16.54	Albertsons #0038 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 17.12	Albertsons #0038 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 22.97	Albertsons #0038 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 9.98	Albertsons #0038 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 57.02	Albertsons #0038 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 12.69	Amazon.Com*2Y4K99Dk2 Amzn - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	General	\$ 12.69	Amazon.Com*2Y4K99Dk2 Amzn - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 121.80	Amazon.Com*2Y62G18V0 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 94.95	Amazon.Com*H47lh2Q23 Amzn - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 39.85	Amazon.Com*Ri0Q09Vi3 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 10.83	Amzn Mktp Us*2Y6Uq8Uk2 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 29.99	Amzn Mktp Us*2Y6Uq8Uk2 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 251.85	Amzn Mktp Us*2Y7O70Hu0 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 15.99	Amzn Mktp Us*4V8Xg7Sv3 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 44.94	Amzn Mktp Us*Fv4Yz8Ko3 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 199.92	Amzn Mktp Us*Fw4Wi62D3 Am - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 89.99	Amzn Mktp Us*Ga2Xz3Qf3 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 22.15	Amzn Mktp Us*Gf2Mr0Jt3 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 17.99	Amzn Mktp Us*Lv0K47T03 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 11.99	Amzn Mktp Us*Np2Vk4613 Am - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 9.99	Amzn Mktp Us*O41Qb3Cb3 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 20.98	Amzn Mktp Us*Uc2808Rn3 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 15.73	Amzn Mktp Us*Zb4Qg58E3 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 171.83	Best Western Premier Hel - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 99.95	Billings Army Navy Surplu - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 337.00	Billings Ink And Toner, I - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 210.00	Billings Ink And Toner, I - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 49.00	Bin 119 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 38.24	Bread And Butter Cafe Llc - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 149.99	Buddy Punch - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 119.99	Canva* I03217-17797834 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 7.00	Creative Monograms Smb - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 14.50	Dollar Tree - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 29.00	Dollar Tree - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 13.00	Dollar Tree - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 7.00	Dollar Tree - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 574.80	Doubletree Hotels - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 54.70	Exxonmobil 45941721 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 1.91	Facebk *3X6Sdc34Y2 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 7.08	Facebk *Dznj88K3Y2 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	General	\$ 65.00	Facebk *Kagjv7Bql2 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 7.76	Facebk Z8Zqn8Fum2 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 147.58	Fisher'S Technology - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 105.56	Fisher'S Technology - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 102.47	Fisher'S Technology - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 360.46	Foster And Logan'S - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 49.03	Hanson Chemical - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 264.09	Hanson Chemical - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 14.98	Heights Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 152.12	Hotelscom9182864898159 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 89.25	Issa Intl Sports Scien - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 97.00	Jimmy Johns - 1646 - E - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 97.40	Jimmy Johns - 1646 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 324.50	Juli Pierce Law Pllc - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 924.78	Jw Marriott Bonnet Crk - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 279.79	Kb Commercial Products - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 70.00	Kelley Connect - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 4.49	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 35.98	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 5.39	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 58.41	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 7.44	Lowes #00319* - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 130.65	Main Street Printers - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 60.00	Meadow Green Sales - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 140.00	Meadow Green Sales - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 1,234.50	Meadow Green Sales - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 60.00	Meadow Green Sales - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 35.57	Montana Brewing Company - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 43.59	Montana Brewing Company - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 6.00	Montana Secretary State - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 218.00	Montanasocietyofcertified - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 179.00	Montanasocietyofcertified - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 43.80	Mt Mvd Credit Card Portal - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 127.78	National Academy Of Spor - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	General	\$ 349.00	National Business Inst. - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 389.00	National Business Inst. - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 380.00	National Districts Attor - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 67.56	Northwest Pipe Fittings - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 82.00	Ntl Cntr For Safety - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 107.99	Office Depot #1080 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 89.57	Office Depot #2135 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 45.84	O'Reilly Auto Parts 1551 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 85.93	O'Reilly Auto Parts 1551 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 11.13	O'Reilly Auto Parts 1551 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 26.88	Party America Billings - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 77.00	Pepsicola Bottling Compan - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 24.99	Pound Fitness - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 329.95	Racquetworldcom Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 653.01	Renaissance Glendale - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 653.01	Renaissance Glendale - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 49.99	Scheels Billings - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 65.00	Smk*Surveymonkey.Com - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 79.99	Spectrum - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 20.00	Sq *Jeffrey Gray - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 20.00	Sq *Jeffrey Gray - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 69.95	Stellas Kitchen & Bakery - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 32.95	Target 00013334 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 20.00	Textmagic.Com - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 109.52	The Pollard - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 109.52	The Pollard - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 109.52	The Pollard - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 109.52	The Pollard - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 109.52	The Pollard - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 109.52	The Pollard - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 109.52	The Pollard - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 109.52	The Pollard - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 109.52	The Pollard - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 109.52	The Pollard - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 761.60	The Pollard - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	General	\$ 219.04	The Pollard - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 109.52	The Pollard - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 109.52	The Pollard - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ (109.52)	The Pollard - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ (109.52)	The Pollard - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 109.52	The Pollard - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 109.52	The Pollard - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ (109.52)	The Pollard - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 109.52	The Pollard - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 109.52	The Pollard - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 109.52	The Pollard - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 109.52	The Pollard - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 26.40	The Rubber Stamp Shop, - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 908.00	The Seminar Group - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 28.27	The Wild Table - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 662.81	Thomson West*Tcd - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 1,582.17	Thomson West*Tcd - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 382.28	Tst* Pollard Hotel - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 270.61	Tst* Red Lodge Pizza Co. - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 85.00	Tucows.Com* Tuc*-Billi - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 145.87	Uline *Ship Supplies - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 315.00	United States Profession - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 29.66	Wal-Mart #2923 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 70.27	Wal-Mart #2923 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 12.00	Western Office Equipment - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 79.75	Wheniwork.Com - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 26.65	Wm Supercenter #2923 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 399.99	Www Costco Com - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 16.00	Zeecreativeinc - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 15.55	Zoom.Us 888-799-9666 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 49.00	Zoom.Us 888-799-9666 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 15.55	Zoom.Us 888-799-9666 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 15.55	Zoom.Us 888-799-9666 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 17.80	Zoom.Us 888-799-9666 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	General	\$ 15.55	Zoom.Us 888-799-9666 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 57.05	Zoom.Us 888-799-9666 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 44.97	Zoom.Us 888-799-9666 - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 68.40	Zumba Fitness - PCard
12/14/2021	ACH	U.S. Bank PCards	General	\$ 35.00	Zumbini - PCard
12/14/2021	ACH	U.S. Bank PCards	IT Resources	\$ 76.48	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	IT Resources	\$ 61.49	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	IT Resources	\$ 91.70	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	IT Resources	\$ 34.50	4Te*Fps/Mountain Alarm - PCard
12/14/2021	ACH	U.S. Bank PCards	IT Resources	\$ 13.99	Amazon.Com*3l6Tw7Rg3 Amzn - PCard
12/14/2021	ACH	U.S. Bank PCards	IT Resources	\$ 30.36	Amazon.Com*Xp9006Mv3 Amzn - PCard
12/14/2021	ACH	U.S. Bank PCards	IT Resources	\$ 123.96	Amzn Mktp Us*4U2098Mq3 - PCard
12/14/2021	ACH	U.S. Bank PCards	IT Resources	\$ 39.00	Apple.Com/Us - PCard
12/14/2021	ACH	U.S. Bank PCards	IT Resources	\$ 209.99	Bestbuycom806523633695 - PCard
12/14/2021	ACH	U.S. Bank PCards	IT Resources	\$ 419.98	Bestbuycom806523633695 - PCard
12/14/2021	ACH	U.S. Bank PCards	IT Resources	\$ 789.95	Ebay O*21-07806-43418 - PCard
12/14/2021	ACH	U.S. Bank PCards	IT Resources	\$ 1,287.99	Idu*Insight Public Sec - PCard
12/14/2021	ACH	U.S. Bank PCards	IT Resources	\$ 29.97	Udemy: Online Courses - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 359.28	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 573.49	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 82.50	4Te*Fps/Mountain Alarm - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 1,162.23	4Te*Fps/Mountain Alarm - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 12.96	Albertsons #0047 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 18.95	Albertsons #4025 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 135.95	AlSCO Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 18.95	Amazon.Com*2G3444Ww3 Amzn - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 11.85	Amazon.Com*819Xv5Dk3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 14.99	Amazon.Com*9369Q5Ym3 Amzn - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 9.99	Amazon.Com*Qi5Xr3H73 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 7.56	Amazon.Com*Sr12K3Q83 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 30.49	Amazon.Com*Sx7Sx8B23 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 26.00	Amazon.Com*Vs9Ap4603 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 13.88	Amzn Mktp Us*0P7907G73 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 16.08	Amzn Mktp Us*171Ch8Md3 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 9.10	Amzn Mktp Us*3Z2Hm92R3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 37.98	Amzn Mktp Us*4R8Cf5C03 Am - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 39.90	Amzn Mktp Us*4R8Cf5C03 Am - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 20.17	Amzn Mktp Us*Hq8Oh03U3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 9.95	Amzn Mktp Us*I29U79Gi3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 14.39	Amzn Mktp Us*Jq69C8Mf3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 9.95	Amzn Mktp Us*O53Ef4N83 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 152.00	Amzn Mktp Us*Oz5O87Es3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 48.44	Billings Hardware & Servi - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 26.99	Billings Hardware & Servi - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 63.80	Book Outlet - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 463.52	Brodart Supplies - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 14.94	Easterseals Goodwill - Bi - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 69.16	Econo Print - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 20.00	Facebk Clf7F9Fjb2 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 35.00	Facebk J5K6X9Fjb2 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 34.25	Fastenal Company 01Mtbll - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ (54.48)	Ferguson Ent #1342 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 910.52	Ferguson Ent #1342 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 455.26	Ferguson Ent #1342 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 54.48	Ferguson Ent #1342 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 35.84	Fisher'S Technology - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 110.16	Hanson Chemical - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ (79.20)	Hanson Chemical - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 79.20	Hanson Chemical - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 1,294.23	Kb Commercial Products - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 204.68	Kb Commercial Products - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 549.68	Kb Commercial Products - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 348.00	Logmein*Gotomeeting - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 56.91	Michaels Stores 9916 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 9.99	Microsoft - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 9.99	Microsoft*Store - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 52.67	Mt Historical Society - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 5.09	Office Depot #450 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 119.96	O'Reilly Auto Parts 1551 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 85.72	Otc Brands Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 53.76	Otc Brands Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 39.00	Perch - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 52.67	Pzg**Mt Historical Soc - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 125.00	Sp * Tfd Supplies - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 90.00	Sq *Stompin Grounds - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 52.00	Sq *Yellowstone County Ne - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 52.00	Sq *Yellowstone County Ne - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 38.82	The Home Depot #3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 7.20	The Home Depot #3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 3.65	Tst* City Brew Coffee - C - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 140.62	Usa Clean Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 588.19	Vernon Library Supplies - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 35.56	Wal-Mart #1956 - PCard
12/14/2021	ACH	U.S. Bank PCards	Library	\$ 40.37	Wm Supercenter #2923 - PCard
12/14/2021	ACH	U.S. Bank PCards	P.W. Admin	\$ 260.71	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	P.W. Admin	\$ 18.96	Albertsons #4025 - PCard
12/14/2021	ACH	U.S. Bank PCards	P.W. Admin	\$ 404.28	Alsco Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	P.W. Admin	\$ 651.96	Alsco Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	P.W. Admin	\$ 141.58	Alsco Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	P.W. Admin	\$ 1,089.42	Alsco Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	P.W. Admin	\$ 529.52	Alsco Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	P.W. Admin	\$ 625.04	Alsco Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	P.W. Admin	\$ 411.92	Alsco Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	P.W. Admin	\$ 11.49	Billingsgazettethriftync - PCard
12/14/2021	ACH	U.S. Bank PCards	P.W. Admin	\$ 385.20	City Of Billings - PCard
12/14/2021	ACH	U.S. Bank PCards	P.W. Admin	\$ 99.41	City Of Billings - PCard
12/14/2021	ACH	U.S. Bank PCards	P.W. Admin	\$ 14.80	City Of Billings - PCard
12/14/2021	ACH	U.S. Bank PCards	P.W. Admin	\$ 38.59	City Of Billings - PCard
12/14/2021	ACH	U.S. Bank PCards	P.W. Admin	\$ 1.00	Co Billings Park3 - PCard
12/14/2021	ACH	U.S. Bank PCards	P.W. Admin	\$ 257.00	Cpa Crossings Llc - PCard
12/14/2021	ACH	U.S. Bank PCards	P.W. Admin	\$ 172.84	Fedex 95314854 - PCard
12/14/2021	ACH	U.S. Bank PCards	P.W. Admin	\$ 28.32	Fisher'S Technology - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	P.W. Admin	\$ 150.00	Government Finance Offic - PCard
12/14/2021	ACH	U.S. Bank PCards	P.W. Admin	\$ 116.87	Topz Sandwich Company - PCard
12/14/2021	ACH	U.S. Bank PCards	P.W. Admin	\$ 24.73	Yellowstone Valley Elect - PCard
12/14/2021	ACH	U.S. Bank PCards	P.W. Admin	\$ 15.55	Zoom.Us 888-799-9666 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 13.29	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 121.61	A & I Distributors - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 52.99	Adobe Creative Cloud - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 20.47	Amzn Mktp Us*2Y31I5501 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 540.29	Amzn Mktp Us*V00Ky9Z93 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 50.26	Autozone #3772 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 2,008.61	Bettymills.Com - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 17.73	Billings - Tacoma Screw P - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 57.70	Billings - Tacoma Screw P - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 24.10	Billings - Tacoma Screw P - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 110.95	Billings - Tacoma Screw P - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 20.44	Billings - Tacoma Screw P - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 27.56	Billings - Tacoma Screw P - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 510.50	Billings Construction Sup - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 77.77	Billings Hardware & Servi - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 21.79	Billings Hardware & Servi - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 102.58	Bobcat Of Big Sky Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 399.03	Border States Industries - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 201.84	Border States Industries - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 93.71	Border States Industries - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 58.72	Buildersfirstsource64021 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 346.00	Cab Store Billings, Mt - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 61.85	Dxp Enterprises - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 77.92	Evergreen Ace Hardware - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 29.94	Evergreen Ace Hardware - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 65.95	Evergreen Ace Hardware - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 43.14	Evergreen Ace Hardware - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 49.47	Facebk *Gu8Mw8Xtf2 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 102.47	Fisher'S Technology - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 21.19	Grainger - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 67.53	Hanson Chemical - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 92.57	Hanson Chemical - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 29.95	Hanson Chemical - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 27.98	Harbor Freight Tools 207 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 27.17	Heights Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 62.97	Heights Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 223.73	In *Canyon Creek Nursery - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 179.00	International Bronze Plaq - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 201.52	Interstate Battery Of The - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 169.00	Isa - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 42.50	Jares Fence Company Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 77.11	Kb Commercial Products - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 92.75	Kb Commercial Products - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 29.68	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 8.99	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 77.53	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 34.99	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 39.54	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 41.16	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 7.00	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 25.16	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 21.00	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 27.57	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 9.29	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 14.92	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 12.15	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 45.00	Knife River 5601 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 135.00	Knife River 5601 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 45.00	Knife River 5601 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 45.00	Knife River 5601 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 45.00	Knife River 5601 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 178.00	Lisacs Billingstire Sp - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 473.96	Lowes #00319* - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 82.87	Lowes #00319* - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 51.96	Lowe's #00319* - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 451.96	Lowe's #00319* - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 382.82	Lowe's #00319* - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 10.84	Lowe's #00319* - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 35.96	Lowe's #00319* - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 71.88	Lowe's #00319* - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 17.98	Lowe's #00319* - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 181.93	Lp Anderson - Point S, Dt - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 1,029.20	Lp Anderson - Point S, Dt - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 1,018.20	Lp Anderson - Point S, Dt - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 37.00	Lp Anderson - Point S, Dt - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ (19.03)	Lp Anderson - Point S, Dt - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 75.00	Lp Anderson - Point S, Dt - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 62.64	McMaster-Carr - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 38.41	Midland Implement Co - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 134.27	Midland Implement Co - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 141.92	Midland Implement Co - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 23.92	Midland Implement Co - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 141.67	Midland Implement Co - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 60.90	Midland Implement Co - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 68.36	Midland Implement Co - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 116.80	Midland Implement Co - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 56.74	Midland Implement Co - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 66.90	Midland Implement Co - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 43.80	Mt Mvd Credit Card Portal - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 62.36	Napa Online - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 29.57	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 35.97	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 133.57	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 19.98	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 19.98	Napa Store 3547007 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 78.20	Northwest Pipe Fittings - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 203.75	Reliable Tent Awning Co - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 26.88	Samsclub #4805 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 75.00	Scheels Billings - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 709.98	Siptons Big R Heights - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 1,039.98	Siptons Big R Heights - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 19.99	Siptons Big R Heights - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 79.00	Siptons Big R Heights - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 99.97	Sipton'S Big R-East - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 149.94	Sipton'S Big R-West - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 339.83	Sipton'S Big R-West - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 29.39	Sipton'S Big R-West - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 29.98	Sipton'S Big R-West - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 61.98	Sipton'S Big R-West - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 439.99	Sipton'S Big R-West - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 59.98	Sipton'S Big R-West - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 239.96	Sipton'S Big R-West - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 139.96	Sipton'S Big R-West - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 78.96	Sipton'S Big R-West - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 154.14	Snappyduds - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 120.00	Snappyduds - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 67.21	The Home Depot #3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 66.95	The Home Depot #3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 41.80	The Home Depot #3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 7.40	The Home Depot #3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 260.85	The Home Depot 3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 328.98	Tractor-Supply-Co #0303 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 239.96	Tractor-Supply-Co #0303 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 149.98	Tractor-Supply-Co #0303 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 1,675.00	Vermeer Rocky Mountian In - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 108.00	Wilbur Ellis Billings - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 49.94	Wm Supercenter #2923 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 286.95	Www.Envirosafetyproduc - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 27.48	Wwwplumbersstockcom - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 19.00	Yellowstone Valley Elect - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Dist 1	\$ 14.99	Zoom.Us 888-799-9666 - PCard
12/14/2021	ACH	U.S. Bank PCards	Park Pgrms	\$ 159.00	International Bronze Plaq - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Park Pgrms	\$ 212.50	The Good Earth Works - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 230.17	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 6.99	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 81.48	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 91.95	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 106.96	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 37.48	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 39.60	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 23.99	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 38.99	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 207.24	Air Controls-Billings - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 10.99	Amzn Mktp Us*2P7I63H63 - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 34.40	Amzn Mktp Us*Xv3Ni01V3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 34.40	Amzn Mktp Us*Xv3Ni01V3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 34.40	Amzn Mktp Us*Xv3Ni01V3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 65.04	Awg 3575 - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 20.00	Batteries+Bulbs #0253 - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 166.94	Best Buy 00005926 - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 207.00	Billings Construction Sup - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 207.00	Billings Construction Sup - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 1.00	City Of Billings - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 2.50	City Of Billings Parking - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 2.50	City Of Billings Parking - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 99.99	Costco Whse #0069 - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 793.62	Costco Whse #0069 - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 21.00	Creative Monograms Smb - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 127.00	Creative Monograms Smb - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 206.04	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 13.48	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 49.99	Harbor Freight Tools 207 - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 126.98	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 5.80	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 2.36	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 3.00	O'Reilly Auto Parts 1548 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 3.00	O'Reilly Auto Parts 1548 - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 2.99	O'Reilly Auto Parts 1548 - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 20.99	Shipton'S Big R-East - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 20.97	Shipton'S Big R-East - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 20.99	Shipton'S Big R-East - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 14.47	The Home Depot #3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 29.97	Wal-Mart #1956 - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 65.00	West End Lock And Secur - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 8.50	West End Lock And Secur - PCard
12/14/2021	ACH	U.S. Bank PCards	Parking	\$ 9.00	West End Lock And Secur - PCard
12/14/2021	ACH	U.S. Bank PCards	Parks Maint	\$ (21.14)	Billings - Tacoma Screw P - PCard
12/14/2021	ACH	U.S. Bank PCards	Parks Maint	\$ 21.14	Billings - Tacoma Screw P - PCard
12/14/2021	ACH	U.S. Bank PCards	Parks Maint	\$ 159.46	Billings Construction Sup - PCard
12/14/2021	ACH	U.S. Bank PCards	Parks Maint	\$ 13.98	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Parks Maint	\$ 233.69	Yellowstone Valley Elect - PCard
12/14/2021	ACH	U.S. Bank PCards	Parks Maint	\$ 19.56	Yellowstone Valley Elect - PCard
12/14/2021	ACH	U.S. Bank PCards	Parks Maint	\$ 182.28	Yellowstone Valley Elect - PCard
12/14/2021	ACH	U.S. Bank PCards	Parks Maint	\$ 40.47	Yellowstone Valley Elect - PCard
12/14/2021	ACH	U.S. Bank PCards	Parks Maint	\$ 20.24	Yellowstone Valley Elect - PCard
12/14/2021	ACH	U.S. Bank PCards	Parks Maint	\$ 72.90	Yellowstone Valley Elect - PCard
12/14/2021	ACH	U.S. Bank PCards	PD Program	\$ 88.36	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	PD Program	\$ 326.75	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	PD Program	\$ 117.31	Amzn Mktp Us*Em9591703 - PCard
12/14/2021	ACH	U.S. Bank PCards	PD Program	\$ 120.48	Amzn Mktp Us*Q92Gx2Qw3 - PCard
12/14/2021	ACH	U.S. Bank PCards	PD Program	\$ 93.01	Cenex East End07055411 - PCard
12/14/2021	ACH	U.S. Bank PCards	PD Program	\$ 431.80	Dash Medical Gloves - PCard
12/14/2021	ACH	U.S. Bank PCards	PD Program	\$ 1,640.00	Emblem Enterprises Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	PD Program	\$ 1,481.22	Eod Gear - PCard
12/14/2021	ACH	U.S. Bank PCards	PD Program	\$ 1,010.36	Eod Gear - PCard
12/14/2021	ACH	U.S. Bank PCards	PD Program	\$ 594.94	Ideal Blasting Supply - PCard
12/14/2021	ACH	U.S. Bank PCards	PD Program	\$ 427.47	Ideal Blasting Supply - PCard
12/14/2021	ACH	U.S. Bank PCards	PD Program	\$ 358.82	Peavey Corp. - PCard
12/14/2021	ACH	U.S. Bank PCards	PD Program	\$ 99.80	Peavey Corp. - PCard
12/14/2021	ACH	U.S. Bank PCards	PD Program	\$ 908.23	Shiloh Veterinary Hospita - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	PD Program	\$ 125.00	Simply Family Magazine, I - PCard
12/14/2021	ACH	U.S. Bank PCards	PD Program	\$ 284.80	United 0162375565126 - PCard
12/14/2021	ACH	U.S. Bank PCards	PD Program	\$ 20.00	Valley Farmers07054067 - PCard
12/14/2021	ACH	U.S. Bank PCards	PD Program	\$ 12.50	Yellowstone Ice And Water - PCard
12/14/2021	ACH	U.S. Bank PCards	PD Program	\$ 46.05	Yellowstone River Inn Res - PCard
12/14/2021	ACH	U.S. Bank PCards	Phone System	\$ 9.05	Amazon.Com*U530I7If3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Phone System	\$ (31.98)	Amzn Mktp Us - PCard
12/14/2021	ACH	U.S. Bank PCards	Phone System	\$ 15.99	Amzn Mktp Us*4V8Xg7Sv3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Phone System	\$ 11.99	Amzn Mktp Us*Np2Vk4613 Am - PCard
12/14/2021	ACH	U.S. Bank PCards	Phone System	\$ 16.99	Amzn Mktp Us*Xj0Ti4823 - PCard
12/14/2021	ACH	U.S. Bank PCards	Phone System	\$ 162.16	Graybar Electric - PCard
12/14/2021	ACH	U.S. Bank PCards	Planning	\$ 363.08	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Planning	\$ 14.99	Adobe Acropro Subs - PCard
12/14/2021	ACH	U.S. Bank PCards	Planning	\$ 89.85	Amazon.Com*Ms2Vw7623 - PCard
12/14/2021	ACH	U.S. Bank PCards	Planning	\$ 21.98	Amazon.Com*Ro95C2Fj3 Amzn - PCard
12/14/2021	ACH	U.S. Bank PCards	Planning	\$ 666.00	American Planning A - PCard
12/14/2021	ACH	U.S. Bank PCards	Planning	\$ 298.00	American Planning Associ - PCard
12/14/2021	ACH	U.S. Bank PCards	Planning	\$ 19.05	Amzn Mktp Us*939Hs2Xi3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Planning	\$ 14.34	Amzn Mktp Us*J75Ih9Av3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Planning	\$ 7.55	Amzn Mktp Us*Ze5Ah4Me3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Planning	\$ 131.33	Grubhubpanerabread - PCard
12/14/2021	ACH	U.S. Bank PCards	Planning	\$ 143.18	Jimmy Johns - 1646 - E - PCard
12/14/2021	ACH	U.S. Bank PCards	Planning	\$ 20.00	Paypal *Planninglaw Plann - PCard
12/14/2021	ACH	U.S. Bank PCards	Planning	\$ 10.41	Sams Club #4805 - PCard
12/14/2021	ACH	U.S. Bank PCards	Planning	\$ 44.94	Samsclub.Com - PCard
12/14/2021	ACH	U.S. Bank PCards	Planning	\$ 24.90	Samsclub.Com - PCard
12/14/2021	ACH	U.S. Bank PCards	Planning	\$ 20.00	The Rubber Stamp Shop, - PCard
12/14/2021	ACH	U.S. Bank PCards	Planning	\$ 152.80	The Rubber Stamp Shop, - PCard
12/14/2021	ACH	U.S. Bank PCards	Planning	\$ 129.00	Venngage.Com - PCard
12/14/2021	ACH	U.S. Bank PCards	Planning	\$ 59.95	Www Costco Com - PCard
12/14/2021	ACH	U.S. Bank PCards	Planning	\$ 150.00	Zeecreativeinc - PCard
12/14/2021	ACH	U.S. Bank PCards	Planning	\$ 15.55	Zoom.Us 888-799-9666 - PCard
12/14/2021	ACH	U.S. Bank PCards	Planning	\$ 15.55	Zoom.Us 888-799-9666 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 48.08	360 Office Solutions Inc - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 125.07	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 169.55	4Te*Fps/Mountain Alarm - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 1,809.95	88050 Amc Group Sales - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 49.00	Aaim - Services - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 238.00	Accent Print Shop - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 50.00	Accent Print Shop - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ (4.29)	Amazon Prime - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 12.99	Amazon Prime*2Y4Ky8Jt2 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 119.00	Amazon Prime*Gs8Y97373 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 605.60	Amazon.Com*5486S9Fv3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 29.39	Amazon.Com*5E3Su7Sa3 Amzn - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 68.45	Amazon.Com*Cs5Kg17S3 Amzn - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 113.85	Amazon.Com*Ku6Cp8St3 Amzn - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 7.97	Amzn Mktp Us*2Y4St5Bv2 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 39.92	Amzn Mktp Us*2Y5Kb5Bg0 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 75.02	Amzn Mktp Us*F66Sj3Rz3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 44.45	Amzn Mktp Us*Fq0U78V13 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 27.98	Amzn Mktp Us*Fq7871343 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 149.00	Amzn Mktp Us*Jl33W2K03 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 39.98	Amzn Mktp Us*Mm5P97Xx3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 431.88	Amzn Mktp Us*Pb1Y40P83 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 37.96	Amzn Mktp Us*Rc68V6R83 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 144.95	Amzn Mktp Us*Ue2Hq60X3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 71.87	Amzn Mktp Us*Up72N3Oo3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 62.19	Amzn Mktp Us*Vs6Uw3Xa3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 16.99	Amzn Mktp Us*Xj0Ti4823 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 261.94	Amzn Mktp Us*Yu5Eu4Uu3 Am - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 151.83	Animal Care Equipment And - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 135.88	Animal Care Equipment And - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 509.40	B&H Photo 800-606-6969 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 664.50	B&H Photo 800-606-6969 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 365.70	B&H Photo 800-606-6969 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 19.99	Billingsgazettethriftync - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 9.58	Carquest 3103 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 279.78	Cdw Govt #M775760 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 375.00	Center For Public Safety - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 77.93	Chalet Market - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 133.85	Chalet Market - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 47.25	Conoco - Helena 4 1255 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 2.99	Costco Whse #0069 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 118.52	Costco Whse #0069 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 237.86	Costco Whse #0069 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 277.00	Creative Monograms Smb - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 1,159.65	Crye Precision - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 1,013.40	Dash Medical Gloves - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 10.11	Dmi* Dell Bus Online - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 81.68	Dxp Enterprises - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 371.29	Econo Print - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 29.20	Fedex 286215757578 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 23.48	Fedex 940665414915 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 72.78	Fedex 95139188 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 92.96	Fedex 95840264 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 100.59	First Aid Supplies Onl - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ (63.96)	Galls - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 72.81	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 83.57	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 923.00	Gunarama Wholesale Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 125.00	Hansers Wrecker Company - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 210.00	Hansers Wrecker Company - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 230.65	Hanson Chemical - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 60.76	Hanson Chemical - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 132.41	Hanson Chemical - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 328.69	Hanson Chemical - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 171.18	Hanson Chemical - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 28.95	Hanson Chemical - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 649.55	Hanson Chemical - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 4.98	Holiday Stations 0108 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 4.98	Holiday Stations 0470 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 278.30	Homedepot.Com - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 599.00	Homedepot.Com - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 242.00	I/O Solutions, Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 375.00	In *labti - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 75.00	In *labti - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 219.00	Int'L Code Council Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 132.00	Int'L Code Council Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 79.00	Int'L Code Council Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 76.14	Iron Mountain - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 114.21	Iron Mountain - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 28.65	Jimmy Johns - 1646 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 63.25	Jimmy Johns # 1379 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 307.80	Jones & Bartlett Learning - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 307.80	Jones & Bartlett Learning - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 111.40	Kb Commercial Products - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 211.41	Kb Commercial Products - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 36.97	Krispy Kreme #0582 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 25.98	Krispy Kreme #0582 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 102.96	Lowes #00319* - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 599.00	Ls The Bike Shop - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 1,030.89	Luckygunnercom - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 64.00	Mackenzie River Pizza Hel - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 376.20	Marriott Denver West - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 479.00	Modern Office - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 30.00	National Academies Of Eme - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 40.00	National Association Of S - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 318.56	National Emergency Train - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 130.00	North Winds Lodge - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 348.84	Northwest Glass - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 57.62	Office Depot #2135 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 17.59	Office Depot #450 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 320.00	Paypal *Iape - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 395.00	Pepperball - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 110.42	Pizza Hut #1714 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 113.24	Residence Inn - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 113.24	Residence Inn - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 1,236.33	Riverside Hotel Ecomm - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 679.60	Shiptons Big R Heights - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 38.49	Sidewinders American Gril - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 268.00	Silver Threads - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 466.00	Silver Threads - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 934.98	Sp * Mad City Outdoor - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 246.47	Spectrum - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 770.00	Sq *Premier Enterpr - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 127.20	Sq *Tel Net Systems Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 109.25	Tarantinos Pizza - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 91.90	The Home Depot 3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 57.58	The Mail Drop - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 122.74	Tractor-Supply-Co #0303 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 124.95	Tractor-Supply-Co #0303 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 79.16	Uline *Ship Supplies - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 960.66	Uniforms2Gear - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 321.63	Uniforms2Gear - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 960.66	Uniforms2Gear - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 960.66	Uniforms2Gear - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 55.71	Uniforms2Gear - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 1,600.17	Uniforms2Gear - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 960.66	Uniforms2Gear - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 835.65	Uniforms2Gear - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 52.00	Universal Awards - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 11.72	Ups*Billing Center - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 51.03	Ups*Billing Center - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 57.68	Ups*Billing Center - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 27.58	Ups*Billing Center - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 1,499.88	Wf Wayfair3645034657 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 911.96	Wf Wayfair3659070407 - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 97.00	Www.Volgistics.Com - PCard
12/14/2021	ACH	U.S. Bank PCards	Public Safety	\$ 255.36	Zoom.Us 888-799-9666 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 20.68	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 22.01	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 21.71	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 238.06	Aces Brand Imaging - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 199.77	AlSCO Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 199.77	AlSCO Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 377.09	AlSCO Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 351.94	AlSCO Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 386.24	AlSCO Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 441.24	AlSCO Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 386.24	AlSCO Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 386.24	AlSCO Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 199.77	AlSCO Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 209.77	AlSCO Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 199.77	AlSCO Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 197.47	AlSCO Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 520.00	Batteries+Bulbs #0253 - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 1.55	Billings - Tacoma Screw P - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 68.58	Billings - Tacoma Screw P - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 35.85	Billings - Tacoma Screw P - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 117.05	Billings Construction Sup - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 86.95	Carquest 3103 - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 173.54	Cintas Corp - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 356.16	Cintas Corp - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 210.00	Dynatect Manufacturing - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 46.17	Econo Print - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 68.97	Evergreen Ace Hardware - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 489.17	Fastenal Company 01Mtbll - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 339.00	Ferguson Ent #1342 - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 370.31	Fisher'S Technology - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 270.00	Graphic Imprints - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 706.00	Hanson Chemical - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 335.67	Hanson Chemical - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 173.16	Hanson Chemical - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 331.17	Hose & Rubber Supply - Bi - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 450.00	In *Arrow Septic And Sewe - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 356.00	Industrial Sales And Se - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 26.99	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 52.92	Lowes #00319* - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 386.99	Mac Tools - Billings - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 20.16	Marketing Specialtites - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 49.98	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 255.92	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 164.19	Norco Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 1,578.64	Pacific Steel Branch #02 - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 41.40	Pacific Steel Branch #02 - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 141.95	Shipton'S Big R-West - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 157.79	Six Robblees No 6 - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 144.46	Six Robblees No 6 - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 268.00	Solid Waste Associa - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 55.17	Tacoma Screw Products Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 589.75	Wildlife Control Suppl - PCard
12/14/2021	ACH	U.S. Bank PCards	Solid Waste	\$ 15.55	Zoom.Us 888-799-9666 - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 384.10	Amazon.Com*2Y2Cv85K2 Amzn - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 798.15	Amazon.Com*Ko44K4Nw3 Amzn - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 29.29	Amzn Mktp Us*Qf3W66Bb3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 18.99	Amzn Mktp Us*Rm9Rs71F3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 58.37	Awg 3575 - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 72.98	Best Buy 00005926 - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 23.82	Billings - Tacoma Screw P - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 86.00	Billings Construction Sup - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 40.00	Billings Hardware & Servi - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 55.99	Billings Hardware & Servi - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 38.95	Billings Hardware & Servi - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ (309.95)	Billings Hardware & Servi - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 569.94	Billings Hardware & Servi - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 20.57	Billings Hardware & Servi - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 50.00	Billings Hardware & Servi - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 17.97	Billings Hardware & Servi - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 309.95	Billings Hardware & Servi - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 330.00	Danner-Lacrosse - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 975.00	Ep *Altitude Signal, Llc - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 320.58	Fastenal Company 01Mtbll - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 71.12	Fisher'S Technology - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 188.86	Frontier Fence - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 147.84	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 46.76	Heights Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 48.97	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 34.92	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 41.38	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 124.64	Lansing Bp Bill - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 13.98	Lowes #00319* - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 330.20	Lowes #00319* - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 980.56	Montana Terrazzo Company - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 1,986.86	Mor Manufacturing Corpora - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 50.75	Norco Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 149.43	Norco Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 35.96	Pacific Steel Branch #02 - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 112.97	Pacific Steel Branch #02 - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 1,335.97	Pacific Steel Branch #02 - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 264.12	Pacific Steel Branch #02 - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 9.50	Pacific Steel Branch #02 - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 150.00	Pzg**Mt Dli Ebiz - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 89.58	Samsclub #4805 - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 17.98	Shipton'S Big R-West - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 29.99	Shipton'S Big R-West - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 51.96	Shipton'S Big R-West - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 19.97	The Home Depot #3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 15.98	Tractor-Supply-Co #0303 - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 1,051.41	Traffic And Zap Supply - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 177.00	West End Lock And Secur - PCard
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 255.00	West End Lock And Secur - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Street/Traffic	\$ 148.26	Yellowstone Valley Elect - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 215.28	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 43.84	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 36.79	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 113.24	Aaim - Services - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 99.90	Acustrip - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 9.95	Acustrip - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 89.99	Albertsons #0047 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 32.99	Albertsons #0047 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 34.99	Albertsons #0630 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 240.00	Alkota Cleaners - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 330.08	Alsco Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 73.64	Alsco Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 72.40	Alsco Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 146.04	Alsco Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 219.96	Amzn Mktp Us*0S2Oh3F03 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 105.00	Amzn Mktp Us*2L1Y73Ad3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 191.60	Amzn Mktp Us*2Y6Ya5Je2 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 225.98	Amzn Mktp Us*4R7Xo17S3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 14.99	Amzn Mktp Us*844Os6983 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 16.49	Amzn Mktp Us*Pz83E0Jf3 Am - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 472.00	Amzn Mktp Us*Y44Dh1883 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 140.42	Asap Parts - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 74.51	Awg 3571 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 57.09	Awg 3575 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 36.42	Colburn Power - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 119.99	Ebay O*25-07869-46520 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 5.00	Ebay O*25-07869-46520 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 149.19	Ecolab Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 149.19	Ecolab Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 26.83	Fisher'S Technology - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 13.04	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 108.02	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 70.00	Hanson Chemical - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 477.00	In *Beartooth Environment - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 768.50	In *Beartooth Fire Protec - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 300.00	In *Cotter'S Sewer, Septi - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 164.00	In *Yellowstone County Co - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 93.00	J J Keller & Associates - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 22.87	J J Keller & Associates - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 240.00	Jones And Frank - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 17.35	Jones And Frank - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 116.00	Kimball Midwest Payeezy - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 54.62	Kimball Midwest Payeezy - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 20.10	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 17.36	Lowes #00319* - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 4.98	Lowes #00319* - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 12.38	Midland Implement Co - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 8.76	Midland Implement Co - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 138.32	Midland Implement Co - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 62.16	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 17.36	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 72.44	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 77.49	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 16.29	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 12.96	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 15.40	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 12.95	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 203.47	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 51.40	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 13.14	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 162.98	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 58.14	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 30.36	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 150.00	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 3.18	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 5.37	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 7.50	Napa Store 3547001 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 17.85	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 24.00	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 414.39	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 16.29	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 50.75	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 182.97	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 81.49	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 301.83	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 18.95	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 29.96	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 161.99	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 35.87	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 48.47	Napa Store 3547001 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 67.20	Northwest Pipe Fittings - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 60.85	Office Depot #450 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 99.98	Office Depot #450 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 257.25	Ostlund'S Fire Protecti - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 10.17	Pacific Steel Branch #02 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 316.00	Safety Kleen Systems - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 329.00	Safety Kleen Systems - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 15.48	Sams Club #4805 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 64.80	Sams Club #4805 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 64.80	Sams Club #4805 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 285.00	Sq *Taylor Electric Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 13.85	Target 00001719 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 13.99	Target 00001719 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 15.45	The Home Depot #3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 21.97	The Home Depot #3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 5.88	Wal-Mart #1956 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 24.99	Wal-Mart #1956 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 85.20	Wal-Mart #1956 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 12.00	West End Lock And Secur - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 3.92	Wm Supercenter #1956 - PCard
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 1,113.50	Zeecreativeinc - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Transit	\$ 15.55	Zoom.Us 888-799-9666 - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 188.24	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 140.34	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 586.56	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 55.59	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 17.79	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 54.97	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 14.99	Adobe Acropro Subs - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 106.64	Amazon.Com*T12Ye1Ug3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 4.40	Amzn Mktp Us*2P7I63H63 - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 12.99	Amzn Mktp Us*2Y2II9Md2 - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 33.95	Amzn Mktp Us*5S6Nx3853 - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 80.99	Anixter/Clark/Tri-Ed - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 123.55	Awg 3571 - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 1,165.49	Bailey Garage Doors - Bil - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 123.00	Batteries Plus #0598 - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 111.51	Big Sky Steel And Salvage - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 120.49	Big Sky Steel And Salvage - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 111.51	Big Sky Steel And Salvage - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 336.49	Billings - Tacoma Screw P - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 55.81	Carquest 3103 - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 237.89	Cdw Govt #M610686 - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 1,980.52	Cdw Govt #M945725 - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 98.23	City Of Billings - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 50.85	City Of Billings - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 99.41	City Of Billings - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 235.25	Compliance Signs - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 39.96	Conoco - Grantree Conoco - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 11.71	Costco Whse #0069 - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 3.92	Costco Whse #0069 - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 174.90	Crescent Electric 054 - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 60.90	Econo Print - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 117.90	Edge Construction Supp - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 104.13	Galeton - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 6.26	Galeton - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 132.17	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 213.41	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 257.63	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 77.22	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 64.59	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 86.95	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 2,449.45	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 48.03	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 63.18	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 196.34	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 752.94	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 32.02	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 63.09	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 10.48	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 73.44	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 93.90	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 20.96	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 229.20	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 35.22	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 91.29	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 1,876.80	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 42.08	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 35.51	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 159.74	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 163.96	Heights Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 10.10	Hose & Rubber Supply - Bi - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 27.60	Hose & Rubber Supply - Bi - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 43.08	Kb Commercial Products - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 10.34	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 5.60	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 2,409.00	Lous Gloves - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 74.94	Lowes #00319* - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 238.38	Lowes #00907* - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 186.84	Mcmaster-Carr - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 854.71	Mcmaster-Carr - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 87.78	Midland Scientific Inc - - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 45.23	Midland Scientific Inc - - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 56.80	Midland Scientific Inc - - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 166.84	Midland Scientific Inc - - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 308.85	Midland Scientific Inc - - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 545.85	Midland Scientific Inc - - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 299.00	Newsletter Publication - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 143.20	Northland Automotive - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 139.37	Pacific Steel Branch #02 - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 884.00	Paypal *Msawwa - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 289.33	Platt Electric 148 - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 383.95	Pp*Genuinemark - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 179.90	Pp*Genuinemark - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 182.30	Ratco Trailer And Hitch - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 100.75	Reliable Tent Awning Co - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 1,456.69	Salsbury Industries - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 87.92	Shiptons Big R Heights - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 5.78	Shiptons Big R Heights - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 14.99	Shipton'S Big R-East - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 219.95	Shipton'S Big R-East - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 54.96	Shipton'S Big R-East - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 152.49	Tacoma Screw Products Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 34.56	Tacoma Screw Products Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 71.46	The Home Depot #3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 35.88	The Home Depot #3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ (13.78)	The Home Depot #3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 20.26	The Home Depot #3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 230.63	The Home Depot 3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 2,290.24	Valworx, Inc. - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 82.15	Walmart.Com Aa - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 1,169.95	Www.Superbrightleds.Co - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 2,220.49	Www.Superbrightleds.Co - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 1,346.89	Www.Superbrightleds.Co - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 2,117.72	Www.Superbrightleds.Co - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 258.07	Www.Superbrightleds.Co - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 19.00	Yellowstone Valley Elect - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 183.25	Yellowstone Valley Elect - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 199.88	Yellowstone Valley Elect - PCard
12/14/2021	ACH	U.S. Bank PCards	Wastewater	\$ 1,618.07	Yellowstone Valley Elect - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 187.33	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 173.95	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 17.79	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 184.66	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 109.93	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 72.24	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 389.34	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 171.36	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 77.98	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 166.76	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 18.32	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 192.34	360 Office Solutions Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 86.85	Agilent Technologies, - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 2,370.00	Allied Wire And Cable Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 4,500.00	Allied Wire And Cable Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 159.97	Amazon.Com*T12Ye1Ug3 - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 6.59	Amzn Mktp Us*2P7I63H63 - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 157.91	Anixter/Clark/Tri-Ed - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 215.69	Awg 3571 - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 44.88	Awg 3571 - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 6,362.00	Awwa.Org - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 28.00	Batteries Plus #0598 - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 65.96	Best Buy 00005926 - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 37.81	Billings - Tacoma Screw P - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 30.35	Billings - Tacoma Screw P - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 7.73	Billings - Tacoma Screw P - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 88.87	Billings - Tacoma Screw P - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 61.25	Billings Pump & Irrigati - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 38.59	City Of Billings - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 127.11	City Of Billings - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 76.27	City Of Billings - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 32.74	City Of Billings - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 665.00	Corrpro Companies, Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 5.87	Costco Whse #0069 - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 76.55	Costco Whse #0069 - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 35.14	Costco Whse #0069 - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 138.66	Crescent Electric 054 - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ (356.00)	Dxp Enterprises - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 356.00	Dxp Enterprises - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 1,140.00	Engineer Supply Llc - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 582.04	Environmental Resource - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 14.99	Evergreen Ace Hardware - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 114.96	Evergreen Ace Hardware - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 25.98	Evergreen Ace Hardware - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 2,912.09	Exor America - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 35.25	Firemaster - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 11.12	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 213.41	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 195.92	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 73.55	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 191.24	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 35.51	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 108.45	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 265.67	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 86.94	Grainger - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 552.23	Hach Company - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 26.99	Heights Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 90.30	Homedepot.Com - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 326.10	Homedepot.Com - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 10.55	Hose & Rubber Supply - Bi - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 41.40	Hose & Rubber Supply - Bi - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 337.15	Hose & Rubber Supply - Bi - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 324.24	Hose & Rubber Supply - Bi - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 214.00	In *Cotter'S Sewer, Septi - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 41.40	Industrial Coating Soluti - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 21.91	Kb Commercial Products - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 129.23	Kb Commercial Products - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 75.36	Kb Commercial Products - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 8.40	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 31.97	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 25.16	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 35.98	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 26.87	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 16.72	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 55.76	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 15.50	Kings Ace Hdwe - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 47.14	Lowes #00319* - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 19.48	Lowes #00319* - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 139.93	Mcmaster-Carr - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 62.40	Midland Imp Billings - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 200.00	Msu-Bz-Extuniv-Cm - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 288.53	North Coast Electric - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 214.80	Northland Automotive - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 431.48	Northwest Scientific Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 259.13	Northwest Scientific Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 395.53	Northwest Scientific Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 191.87	Northwest Scientific Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 431.48	Northwest Scientific Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 1,616.18	Npc*New Pig Corp - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 306.41	Npc*New Pig Corp - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 314.99	Office Depot #1080 - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 379.89	Online Metal - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 26.00	Platt Electric 148 - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 267.00	Platt Electric 148 - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 1,671.03	Platt Electric 148 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 39.00	Platt Electric 148 - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 2,073.00	Protank - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 73.33	Pzg**Mt Dept Of Ag Onl - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 114.95	Shipton'S Big R-West - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 967.20	Sp * Wb Graff Remover - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 102.75	Staples Direct - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 113.01	Tequipment - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 16.80	The Home Depot #3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 21.41	The Home Depot #3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 163.85	The Home Depot #3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 54.48	The Home Depot #3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 608.72	The Home Depot 3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 217.79	The Home Depot 3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 81.95	The Home Depot 3101 - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 10.00	Tvetene Turf Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 5.00	Tvetene Turf Inc - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 1,829.35	Usa Blue Book - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 198.50	West End Lock And Secur - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 1,169.95	Www.Superbrightleds.Co - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 1,925.71	Yellowstone Valley Elect - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 15.55	Zoom.Us 888-799-9666 - PCard
12/14/2021	ACH	U.S. Bank PCards	Water	\$ 25.99	Zoom.Us 888-799-9666 - PCard
12/14/2021	848461	US Conference Of Mayors	General	\$ 9,181.00	Membership for CY2022
12/14/2021	848464	Warren Transport	Park Dist 1	\$205,311.15	Poly Vista Park improvement
12/14/2021	848464	Warren Transport	Park Dist 1	\$ 55,831.05	Poly Vista Park improvement
12/14/2021	848466	WC Commercial	Facilities	\$ 1,744.50	utility services rendered- Stillwater bldg
12/14/2021	848466	WC Commercial	Facilities	\$ 7,742.88	utility services rendered- Stillwater bldg
12/14/2021	848470	Western Municipal Const	Storm Sewer	\$125,478.56	54th to Grand to 48th Drainage Corridor
12/14/2021	848475	Ylwstn Valley An Shelter	Public Safety	\$ 23,000.00	city contract

City Council Regular

Date: 01/10/2022
Title: Special Review 991 - Wild Tornado Bar and Casino - 1225 Mullowney Lane
Presented by: Nicole Cromwell
Department: Planning & Community Services
Presentation: Yes

RECOMMENDATION

The Zoning Commission is recommending conditional approval based on the findings of the nine review criteria (BMCC 27-1623.D) for Special Review 991.

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

This is a special review request to establish a bar and casino in an existing building at 1225 Mullowney Lane in a Corridor Mixed Use 2 (CMU2) zone district. The existing building was recently closed but served as a convenience store for the Conoco gas station at the intersection of Mullowney Lane and Midland Rd. The CMU2 zone district is a zone district that allows bars and casinos provided the location can meet the required separation distances to schools, parks with playgrounds or playing fields, religious institutions and residential neighborhoods. The applicant is OED, LLC (Jay Doucette, owner) and the agent is Performance Engineering. The proposed name of the new bar and casino is the "Wild Tornado".

The property was recently purchased by the owner, and the property was originally developed in the early 1980s as a gas station and convenience store. The business was closed late last year and the new owner is in the process of renewing the Conoco gas franchise and would like to place an all beverage license at this location in the former convenience store. The all beverage license is being moved from an existing location in Billings. The City Council adopted new regulations for separation of bars and casinos from residential zone districts (350 feet) and kept the existing 600-foot separation distance to churches, parks and schools. One of the primary changes to the regulations excludes the ability to reduce, waive or vary from the required separations. Another change was made to measure those separation requirements from the exterior of the bar or casino to the property lien of the separated use. The new code separations are based on zoning for residential separations and based on use for churches, public parks with playgrounds and primary/secondary schools (K through 12). The subject property and building is not within any of the required separation distances.

The new zoning code has a variety of considerations and findings before a special review use can be considered acceptable at a particular location. The requirements are set forth in Section 27-1623.D as follows:

1. The special review use is consistent with the City's growth policy and applicable neighborhood plans, if any;
2. The establishment, maintenance, or operation of the special review use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

3. The site for the proposed use is adequate in size and topography to accommodate the use while meeting the other requirements of this Zoning Code, including zone district dimensions, landscaping requirements, and parking.
4. The special review use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
5. The special review use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
6. Conditions necessary to protect the public health, safety, and general welfare can be established, including but not limited to conditions on:
 - (a) Regulation of the use;
 - (b) Special setbacks, buffers, or screening;
 - (c) Surfacing of parking areas;
 - (d) Street, alley, or service road dedications, improvements, or bonds;
 - (e) Regulation of points of vehicular ingress and egress;
 - (f) Regulation of signs;
 - (g) Regulation on the performance of the site, including noise, vibration, and odors;
 - (h) Regulation of the hours of activities;
 - (i) Timeframe for development
 - (j) Duration of use; and
 - (k) Other relevant conditions that will ensure the orderly development of the site.
7. Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided;
8. Adequate measures have been or will be taken to provide ingress and egress to minimize traffic congestion in public streets; and
9. The special review use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the city council.

Each decision criteria must be given due consideration and a finding is proposed for each one. The Zoning Commission is including a set of recommended conditions of approval based on submitted site plan, applicant letter, and findings of the criteria. A significant change from the previous zoning code is a special review use must not be considered an "allowed" use in the zone district. The proof of compatibility now rests with the applicant instead of the Zoning Commission and City Council to prove non-compatibility.

The applicant proposes the use is compatible by stating it will use existing infrastructure and re-vitalize an existing building that has reached its useful life span. The location is at a key intersection of commercial activity and is a primary entrance to the new subdivisions developing to the south and west in the Southwest Corridor area of Billings. There was a casino location on the west side of Mallowney Lane however this location was re-developed for a new Holiday gas station in 2019. In addition, there was a casino (the Grand Casino) within the former Holiday Inn at 5500 Midland Road, now the Trailhead Inn. This Grand Casino location has been closed for over 1 year. The High Tide Casino at 5435 Midland Road is the closest similar business and is conforming to the new zoning requirements for separation distances. The applicant is not proposing many site improvements beyond the remodel and re-signing the closed convenience store. The existing signage on the gas canopy and the building will be brought into compliance with current signage regulations. The two freestanding signs for Conoco will be updated with new Conoco signs and the freestanding sign on the frontage will be reduced in sign area to meet current sign regulations. There is existing and fully mature landscaping maintained on the south and east property lines that shield the

Billings Hotel and Convention Center property. The subject property shares a driveway access with the business to the north - Adam & Eve an adult novelty clothing store. The City is underway on an engineering design for a full re-build of Mallowney Lane from this intersection south to the intersection with Elysian Road. Due to the uncertainty of those development plans, a rehabilitation of the street frontage will be done at the time of the street re-construction. The street re-build will include curb, gutter and pedestrian sidewalks. There are no existing streetlights on Mallowney Lane south of the intersection with Midland Rd.

FINDINGS AS RECOMMENDED BY THE ZONING COMMISSION:

1. The special review use is consistent with the City's growth policy and applicable neighborhood plans, if any.

Applicant: The proposed special use does align with the City's Growth Policy providing needed service to the Mallowney Lane area. The proposed development is an infill/revitalization project which is specifically identified in the Growth Policy as desirable for the community. The proposed project will renovate an old dilapidated gas station that will comply with all City regulations for the area.

Zoning Commission: *There are nine Growth Guidelines in the 2016 City of Billings Growth Policy including Essential Investments, Placemaking, Community Fabric, Strong Neighborhoods, Home Base, Mobility & Access and Prosperity. In addition, the South Billings Boulevard Urban Renewal Plan includes goals and policies related to development in this area of Billings including encouraging re-use of vacant property and support for infrastructure improvements that will encourage new investment in private property.*

It is desirable to renovate an existing vacant structure and the plan for this new business will not be out-of-character for this area of Billings. The site is challenging due to its limited area and building footprint. The South Billings plan acknowledged this area as a major commercial development node that would include a variety of businesses and services. Directly west across Mallowney Lane is a new Holiday gas station and convenience store and the Billings Hotel and Convention Center (BHCC - Howard Johnson) is to the south and east of the property. The property shares a driveway with the business directly north (Adam and Eve). A casino and bar are part of the proposed use and do require a special review approval. The 2016 Growth Policy Guidelines supports the proposed use in some respects.

Community Fabric:

- *Developed landscape areas in commercial areas encourage more pedestrian activity and vibrant commercial activity.*
- *Cost-effective landscaping of public rights-of-way and entryways makes Billings more visually appealing to residents and visitors.*

The Zoning Commission is proposing conditions and enhancement for the street frontage landscaping and signage requirements to accommodate people who are using alternate modes of travel such as the MET Transit, bicycle or on foot. Further reconstruction of Mallowney Lane by the City in the next few years also will improve the frontage and pedestrian access in this area.

Strong Neighborhoods:

- Implementation of the Infill Policy is important to encourage development of underutilized properties.

The city is preparing a re-construction plan for Mallowney Lane south from the Midland Rd intersection to the intersection with Elysian Rd. The frontage improvement will include new and safer pedestrian access across the front of the property. Lighting will be a key factor in providing customer and public safety on the property. The last 6 months shows about 330

requests for public safety services within 1/2 mile of the subject property. The majority of those calls were for disturbing the peace (noise - 222 calls) but there were also 35 DUIs/Drug offenses, and 64 calls involving property theft. Recommended conditions should help reduce any potential new calls for service.

Mobility and Access:

- *Development oriented to transit routes will provide more transportation choices and is preferred.*

The location is on two of the fixed routes for MET Transit. The routes - Westend and Southside Loop can provide customers and employees easy access to connect to the remainder of the MET Transit system. Both routes can pick up riders at the intersection of Mullowney Lane and Midland Rd. The Westend bus routes to the Stewart Park transfer center and the Southside Loop routes to the downtown transfer center.

Prosperity:

- *Successful businesses that provide local jobs benefit the community.*
- *Retaining and supporting existing businesses helps sustain a healthy economy.*

The proposed business is owned by a local company with a proven record of providing local jobs and approving the special review would support an existing business in Billings.

2. The establishment, maintenance, or operation of the special review use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.

Applicant: The proposed use is compatible with the surrounding zoning, which is all Heavy Commercial (CX) or Corridor Mixed Use 2 (CMU2). The proposed facility is an allowable use in the existing zoning. Commercial and industrial facilities wholly surround the proposed facility. This is located within one of the identified areas for liquor and gaming license on the map published by the city.

Zoning Commission: *Service stations, bars and casinos do experience crimes mainly of opportunity. The addition of this business to this area may increase these types of crimes at this location. The site is not large and the area has activity happening at all times of the day and night, providing better natural surveillance than a more isolated location. Vehicle access will be from Mullowney Lane. The site has two driveways and both will remain open during the re-development of Mullowney Lane. The applicant does not intend to change many of the site features due to the limited area of the site. The gas pumps will remain along with the canopy in front of the former convenience store building. The conversion of the convenience store to a bar and casino will be mostly interior remodeling with some updating of the siding and building signage. The Zoning Commission is recommending conditions related to lighting, signage and landscape improvements that should improve site safety and appearance and bring the property into compliance with the current regulations.*

3. The site for the proposed use is adequate in size and topography to accommodate the use while meeting the other requirements of this Zoning Code, including zone district dimensions, landscaping requirements, and parking.

Applicant: The new facility fits in as a small commercial operation with the other businesses located in the vicinity. The applicant is proposing to tear out the existing vegetation and wood fence around the signage on Mullowney. That would be replaced with drought resistant shrubs on the north and south side of the sign to bracket in posts. The intent would be to match the shrubbery with that on the adjacent property. There is no room on the north or south boundary to install additional green space. In lieu of that, we'd propose to install a rectangular planter to the west side of the main door along with stand-alone planters in the center of both fueling aisles to add vegetation to the site. Planters will be manually watered by staff as there

is no irrigation lines within the lot and installation of new lines would require significant demolition of concrete and asphalt which is in good condition.

Zoning Commission:*The proposed site is limited. The proposed interior remodel represents a 16% investment ratio in the existing building value. Proportionate compliance applies for parking and landscaping. The limited frontage combined with the planned street improvements for pedestrian and traffic safety may be able to accommodate street trees along the front of the property, but this will be evaluated further at time of the Mullowney Lane street improvements and configuration of the street frontage. The north property line is a shared driveway with the business to the north and the east and south property lines are well buffered by the adjacent hotel and convention center business. The site has adequate parking for the proposed fueling stations and the proposed bar & casino.*

4. The special review use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

Applicant: The proposed project will meet the building and design standards present in the city. The developer has an outstanding record and reputation of maintaining and operating their facilities at a high level. Improvements in an existing building to re-occupy a vacant space will improve surrounding property values.

Zoning Commission: *The location is a high-volume traffic interchange off Interstate 90 with local arterial and collector street connections to region-wide shopping areas, hotel accommodations, restaurants, bars, casinos as well as heavy commercial and industrial activity to the south. Newer neighborhoods to the south and west also use Mullowney Lane as a primary connection to the rest of the city. This type of development is not out of character for this area and should not diminish or impair property values in the area.*

5. The special review use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

Applicant: The proposed facility and use will not impede the normal improvement of the surrounding properties. The new facility fits in as a small commercial operation with the other business located at the intersection of Mullowney Lane and Midland Rd. The infill project will provide a level of certainty to surrounding properties once constructed knowing the formal use of the rundown property.

Zoning Commission: *Two years ago the Red Lion Inn (formerly the Holiday Inn) at 5500 Midland Road and the adjacent convention center building were closed due to a bankruptcy filing. The subject property closed the former fueling station and convenience store about one year ago. In the same time period, the property across Mullowney Lane was demolished (Western Emporium) and re-developed as a Holiday gas station, convenience store and car wash. The Zoning Commission believes the remodel of this building for a new bar and casino along with the re-start of the gas station will not impede the normal and orderly development in the area.*

6. Conditions necessary to protect the public health, safety, and general welfare can be established.

The Zoning Commission recommends the following conditions of approval based on the above findings and the applicant's stated intent to bring the property into compliance with current regulations. These conditions will be related to the listed categories above, but may include other issues specific to the use for a bar and casino.

1. This special review approval is for the remodel of the existing 1,800 square foot building on the site into a bar and casino located on Lots IB1 and 1B2 of Certificate of Survey

1191, generally located at 1225 Mallowney Lane.

2. The site improvements will be as shown on the submitted site plans and architectural drawings as prepared by Atwood Architecture and Performance Engineering and attached to these conditions of approval.
3. The building exterior renovation will include functioning wall and security lighting on all elevations of the building. All exterior lighting shall have full cut-off shielding so no part of the lens or the fixture is visible below the shields.
4. The two-post freestanding sign along the Mallowney Lane frontage shall be modified by removing the two lowest sign cabinets (manual reader board & ATM). This will improve the clear line of sight for drivers entering and leaving the subject property and reduce the sign area to the current maximum of 140 square feet. The sign is nonconforming for freestanding signs for setbacks from the front property line (5-foot minimum - 1-foot actual), sign height (25 feet maximum - 30 feet actual) and sign area (140 square feet maximum - 168 square feet actual).
5. The site shall be improved with the landscaping as proposed on the Performance Engineering Landscape Plan (EX 1).
6. The applicant will enclose the current or new solid waste container. The current container is located in the southeast corner of the lot adjacent to the "high-rise" Conoco sign pole. The applicant will coordinate with the Solid Waste Division on the location of the container.
7. All landscaping shall be installed and maintained free of debris and trash on a regular basis. Dead plant material will be replaced with like materials as expeditiously as possible.
8. There shall be no internally illuminated fascia on the building.
9. The applicant will submit sign permits for any sign face changes for the Conoco signs on the property and for any new signage on the building. The new signage on the building will comply with the sign standards for CMU2 zone districts.
10. The applicant will submit a Building Permit within one year of City Council conditional approval and will complete the renovations and site development within two years of the issuance of a Building Permit. Failure to submit or complete the approved project within this time frame will void the conditional approval.
11. Modification of the approved special review use is allowed with the following limitations: 10% or less expansion of the gross floor area, 10% or less increase in the number of potential building occupants, and 10% or less new parking stalls. Expansions also require conformance with all other requirements of the Zoning Regulations and other City of Billings code requirements.
12. The cessation of the special review use for more than 6 consecutive months, shall extinguish this conditional approval and the use may not be re-established except through a new special review approval of the City Council
13. The City Council reserves the right to re-open the conditional approval of this use at this location based on one or more of the following conditions: 1) failure to respond to a notice of noncompliance with the specific conditions of approval; or 2) high levels of calls for public safety services verified by the Chief of Police. The City Council will notify the owner of its intent to re-open the Special Review at least 60 calendar days ahead of any public hearing on the matter.
14. These conditions run with the land use and are binding upon and must be adhered to by the property owner and any successors, transferees or assigns.
15. The right of building and occupancy permits are contingent upon the fulfillment of all conditions imposed by this approval.

7. Adequate utilities, access roads, drainage, and/or necessary facilities have been or

are being provided.

Applicant: The proposed facility will go through a full permitting review from City of Billings Public Works for site layout and utility conformance.

Zoning Commission: *The Commission concurs with the applicant's statements and positive findings on utilities, access roads, drainage and necessary facilities. There are no site specific conditions that would hamper the applicant's ability to fulfill the local and state regulations for access, utilities, drainage or other necessary facilities.*

8. Adequate measures have been or will be taken to provide ingress and egress to minimize traffic congestion in public streets.

Applicant: There are no special considerations for this lot - it has two means of access and these are adequate for the proposed use.

Zoning Commission: *The site was developed in the early 1980s prior to the current limitation on driveway openings per lineal foot of street frontage. The city is conducting an engineering design plan for the re-construction of Mallowney Lane. It is not anticipated the number or location of the driveways will need to be moved or reduced.*

9. The special review use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the city council.

Applicant: No request to modify the regulations have been made.

Zoning Commission: *The Zoning Commission has not identified any detail of the site plan or narrative of the project that would require modification of the requirements for this application. The site appears to meet all of the requirements for building height, setbacks, separations, lot coverage and yard treatments. The Zoning Commission has recommended specific conditions related to landscaping, parking, lighting and signage to address issues not apparent on the site plan and to bring the property into compliance or close to compliance with current regulations.*

STAKEHOLDERS

Applicants for special review approval are now required to conduct a pre-application neighborhood meeting similar to zone change applicants. This notice was sent out to property owners within 600 feet of the subject property (~10 owners) for a virtual meeting on Tuesday, August 24, 2021. No one attended the pre-application meeting. No comments were received by the Planning staff after the public hearing notices were mailed, the property was posted, and the legal ad published as required. The applicant is moving an existing license already located within the City of Billings.

The Zoning Commission conducted its public hearing on December 7, 2021 and received the staff recommendation of conditional approval and testimony from the applicant's agent, Performance Engineering. No other testimony was received. Based on discussion at the public hearing, the Zoning commission recommended an adjustment to proposed condition number three regarding the on site lighting for security. The Zoning Commission recommends adding the full-cut-off shielding requirement to reduce glare from the lighting. Commission member David Goss asked whether restrooms would be available for fuel customers as well as casino patrons. The applicant's agent stated it is likely the business will operate as any other business in the area and allow restroom use for any paying customer. The Zoning Commission voted 5-0 on a motion to recommend conditional approval to the City Council.

ALTERNATIVES

The City Council may:

- Approve the special review based on the recommended findings and impose the proposed conditions of approval from the Zoning Commission; or
- Approve the special review based on the recommended findings and change one or more of the proposed conditions of approval from the Zoning Commission; or
- Deny the special review based on changed findings of the nine review criteria; or
- Delay action on the special review for up to 30 days.

The City Council's decision shall be based on findings of fact for each criterion and shall be transmitted to the applicant and the applicant's agent (if any).

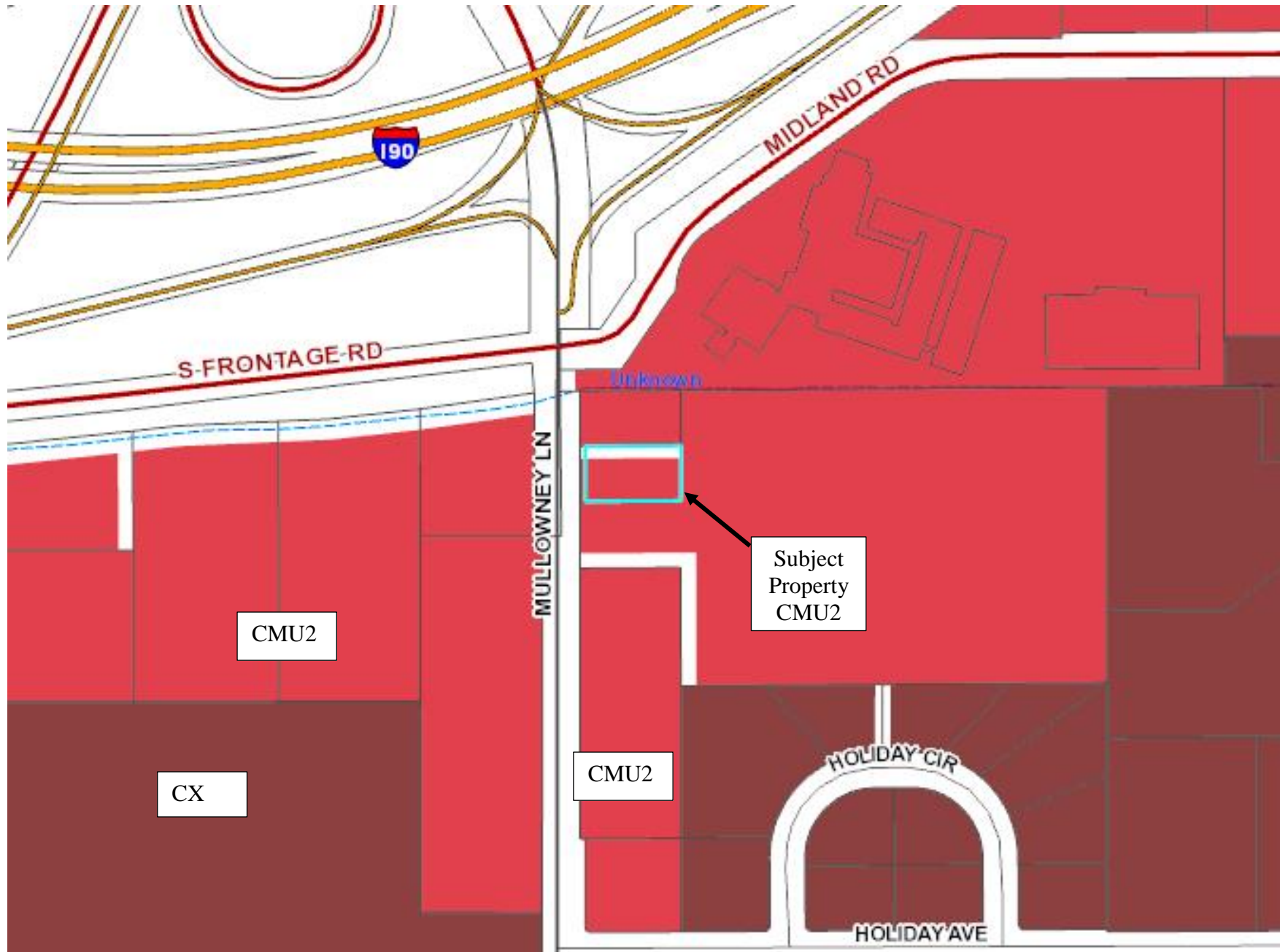
FISCAL EFFECTS

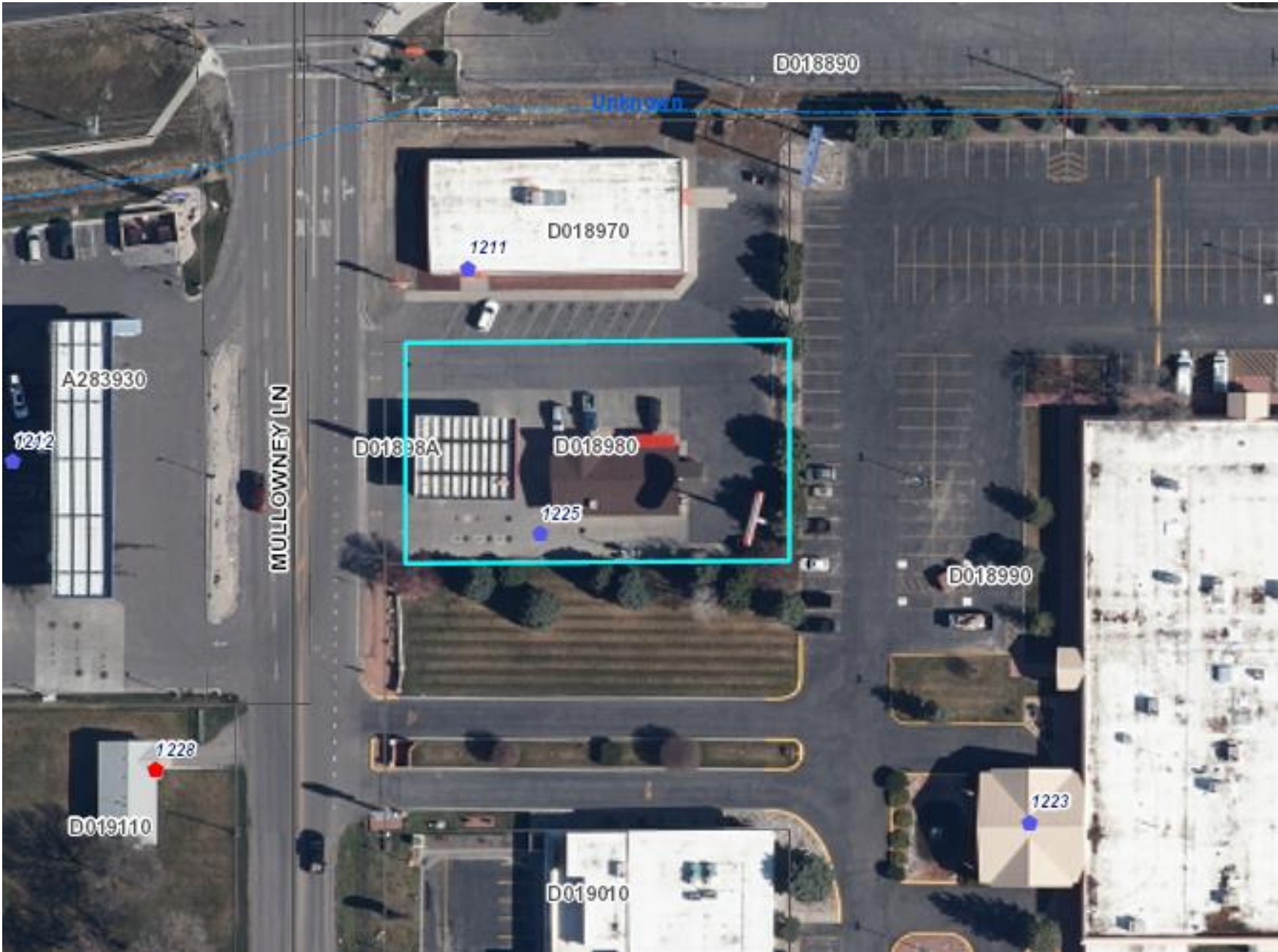
Approval or disapproval of the proposed special review use should not have an impact of the Planning Division budget.

Attachments

Zoning Map and Site Photos
Application and Letter
SR 991 Zoning History
Site and Architectural Plans

Zoning Map and Site Photos –SR 991 – Wild Tornado Bar and Casino – 1225 Mallowney Lane





Subject Property



Subject property – view from Mullowney Lane



View north along Mullowney Lane



View south along Mullooney Lane



View west across Mullooney Lane



View north and west to Midland Rd intersection



View east under fuel canopy to building to be renovated



Street View 2019



Street view August 2021

APPLICATION FORM

CITY SPECIAL REVIEW Billings Special Review# _____ - Project # _____

The undersigned as owner(s) of the following described property hereby request a Special Review as outlined in the City of Billings Zoning Regulations.

Present Zoning: CMU2 - Corridor Mixed Use & Commercial Centers

Special Review Requested: Liquor and Gaming License Relocation

TAX ID# D01898 **CITY ELECTION WARD #** 3

Legal Description of Property: COS 1191, Parcel 1B1, Amend Tract 1B

Address or General Location (If unknown, contact City Engineering): 1225 Mallowney Lane

Size of Parcel (Area & Dimensions): 0.47 acres, see attached map for dimensions

Present Land-Use: vacant gas station

Covenants or Deed Restrictions on Property: Yes _____ No X

If yes, please attach to application

*** Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s): OED, LLC

(Recorded Owner) 2409 Nina Clare Road

(Address) 406-670-6097 doucette@bresnan.net

(Phone Number) (email)

Agent(s): Performance Engineering - Scott Aspenlieder

(Name) 608 North 29th Street, Billings, MT 59101

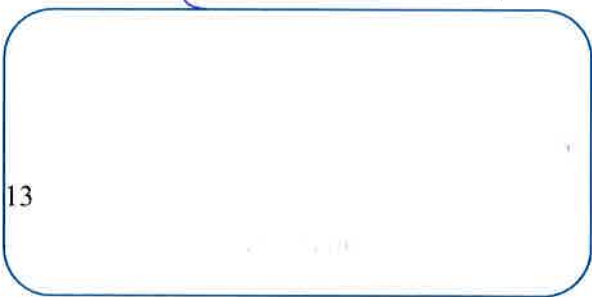
(Address) 406-384-0080 scott@performance-ec.com

(Phone Number) (Email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Special Review. Also, I attest that all the information presented herein is factual and correct.

Signature: _____ Date: 9/1/2021

(Recorded Owner)





MEMO

To: City of Billings Zoning Commission

From: Scott Aspenlieder, P.E.

Date: September 7, 2021

Re: Bar and Casino Facility – Special Review Statement

On behalf of OED, LLC, Performance Engineering (PE) is submitting the special review application to allow for a liquor and gaming license to be placed at Parcel 1B1, Certificate of Survey 1191. The lot is in the southeast corner of the intersection of S. Frontage Road and Mallowney Lane. The development will contain a full bar, casino, and liquor store.

The proposed special use does align with the City's Growth Policy providing needed service and to the Mallowney Lane area. The proposed development is an infill/revitalization project which is specifically identified in the Growth Policy as desirable for the community. The proposed project that will renovate an old dilapidated gas station that will comply with all City regulations for the area. The proposed improvements will incorporate internal landscaping to visually improve the area for the traveling public. The proposed facility will offer services to high density residential developments and hotels with pedestrian interconnection to encourage and allow for walking and biking within the nearby neighborhoods and hotel facilities. With interconnection to the residential and commercial areas, the project will allow for safe travel within the area. Finally, the proposed facility is part of a successful business with multiple similar facilities in the community which provide jobs for residents and increase the tax base for the City of Billings.

The proposed use is compatible with the surrounding zoning, which is all Heavy Industrial (CX) or Corridor Mixed Use (CMU2). The proposed facility is an allowable use within the existing zoning. Commercial and industrial facilities wholly surround the proposed facility. This is located within one of the identified areas for liquor and gaming licenses on the map put out by the City of Billings Planning Department during the Re-Code process. Providing a bar and casino facility will service both the nearby neighborhoods and the traveling public which frequent this area in the City of Billings due to the hotel facilities in the immediate vicinity.

The proposed facility and use will not impede the normal improvement of the surrounding properties. The new facility fits in as a small commercial operation with the other businesses located in the vicinity. The renovation project will provide a level of certainty to surrounding properties once constructed

knowing the formal use of the run-down property. The proposed project will meet the building and design standards present in the City of Billings Building Code. Additionally, the developer has an outstanding record and reputation of maintain and operating their facilities at a high level. The developer assures that the site is clean and operates within local and state rules and regulations to maintain safety and provide consistency to the neighborhood.

The proposed special review use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. OED, LLC takes pride in the facility design and employee training it provides to ensure a safe and responsible entertainment for its customers. All employees go through TIPS training which teaches employees responsible and safe serving practices as well as Montana laws and regulations as it relates to operating a liquor and gaming facility. The facility will be built with extensive security systems and secure entry systems at the doors. Security cameras on the outside of the building monitor exterior movement and operations while internal cameras capture customer ID upon entrance into the facility. The facility will be set up to operate at a high level of security while providing a service to the neighborhood and community.

The proposed facility will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor will it substantially diminish property values within the neighborhood. PE staff held a neighborhood meeting having mailed the owners within the 600-ft buffer area regarding the project. Not one property owner or member of the public chose to log in and participate in the meeting, showing little interest or concern by the community about the project. Concerns of property values of adjacent lands is generally raised in relation to liquor and gaming facilities. In this case the property is located well away from any residentially zoned property and wholly surrounded by commercial uses with casinos also located on adjacent properties. Furthermore, no data exists to show that commercial businesses or liquor and gaming facilities located in a properly zoned district have driven down property values for neighboring properties.

The proposed facility will go through a full engineering and permitting review from City of Billings Public Works for site layout and utility conformance to City of Billings Regulations. Construction of the proposed development will meet all City of Billings and Montana DEQ rules and regulations to assure technically sound design and construction is implemented to protect the City and neighborhood.

Feel free to contact Performance Engineering Project Manager Scott Aspenlieder with any questions or concerns at (406) 384-0080 or scott@performance-ec.com. Thank you for your consideration and coordination in our project.

SUBJECT PROPERTY	Special Review	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
	SR 77	April 28, 1980	Gas Station	Yes	Gas station, convenience store, carwash and laundry
	SR 274	April 1986	Add Gas Island	Yes	
	Var 487	May 6, 1986	Arterial setback for fuel canopy	Yes	
SURROUNDING PROPERTY	Special Review	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
5435 Midland Rd – High Tide Casino	SR 552	June 12, 1995	Beer & Wine w gaming	Yes	
1212 Mullooney Lane – former Western Emporium	SR 649	Dec 14, 1998	All Beverage	Yes	
2001 Overland Ave – Outback Steakhouse	SR 216	Jan 7, 1985	Beer & Wine	Yes	
2011 Overland Ave – Fuddruckers	SR 231	May 6, 1985	Beer & Wine	Yes	
2021 Overland Ave – former Jade Palace	SR 373	Jan 9, 1989	All Beverage	Yes	
2011 Overland Ave – Fuddruckers	SR 394	Nov 27, 1989	All Beverage	Yes	
2201 Grant Rd – Olive Garden 2250 King Ave W – Red Lobster	SR 475	Nov 9, 1992	All Beverage two locations	Yes	
2300 King Ave W – Rendezvous Bar & Casino	SR 496	Aug 2, 1993	Beer & Wine	Yes	
2001 Overland Ave – Outback Steakhouse	SR 654	March 22, 1999	All Beverage & Patio	Yes	
2010 Overland Ave – Denny's	SR 776	Feb 28, 2005	All Beverage w/o gaming	Yes	
1824 King Ave W – Texas Roadhouse	SR 725 & 726	Aug 26, 2002	Beer & wine w/gaming	Yes	
1911 King Ave W – Asian Sea Grill	SR 895	Jan 9, 2012	All Beverage	Yes	
1911 King Ave W – Silver City Casino	SR 836	Feb 26, 2007	Beer & Wine w/gaming	Yes	

PROJECT TITLE
WILD TORNADO CASINO
 LANDSCAPE PLAN

DRAWN BY
 RDN
 DATE
 Nov/21
 CHECKED BY
 SMA

CLIENT
OED, LLC
 2409 NIINA CLAIRE ROAD
 BILLINGS, MT 59102

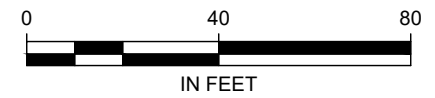
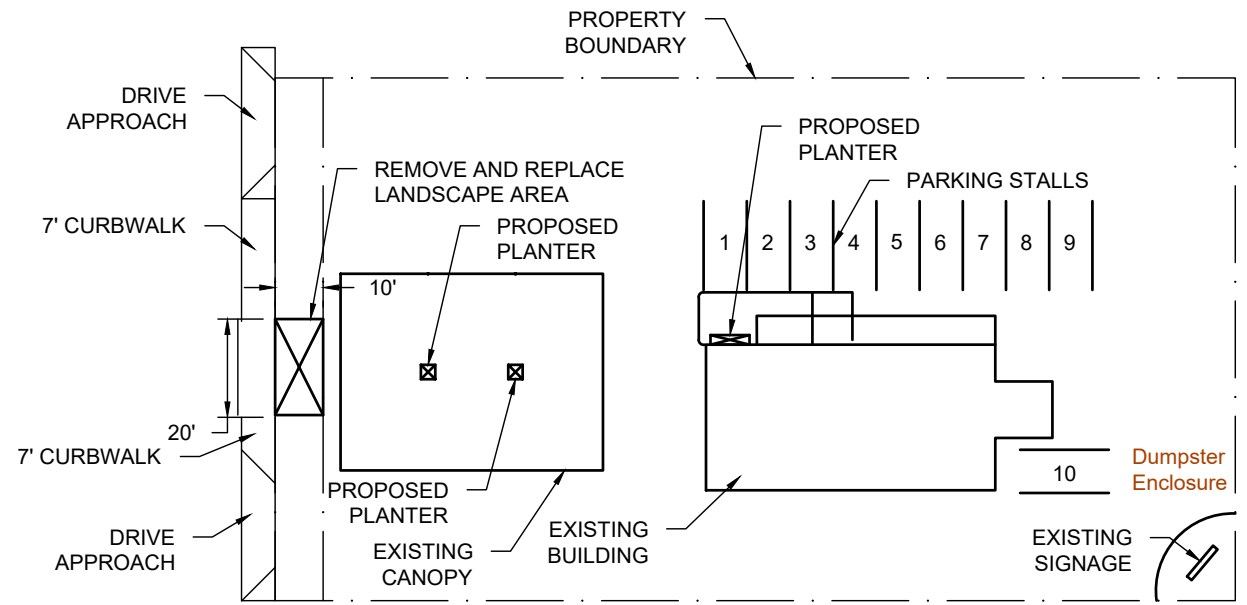
608 NORTH 29TH STREET
 BILLINGS, MT 59101



PERFORMANCE
 ENGINEERING

(406) 384-0080
 www.performance-ec.com

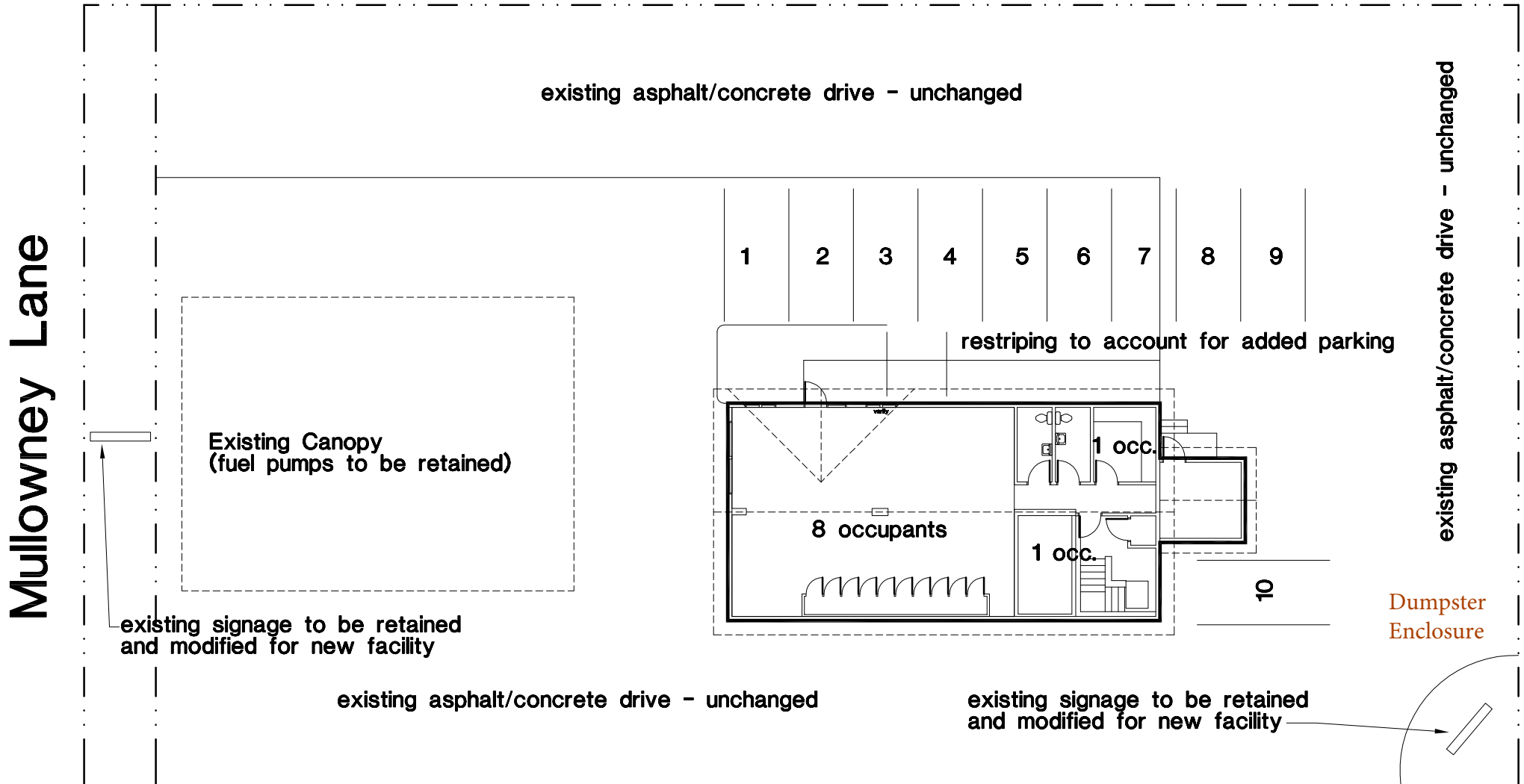
EXHIBIT
EX 1
 COPYRIGHT 2021 ©



SITE CONCEPT PLANNING FOR: WILD TORNADO CASINO

1225 MULLOWNEY

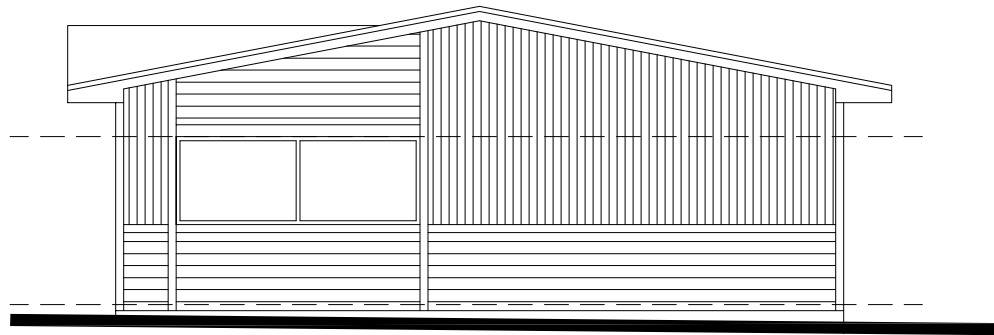
BILLINGS, MONTANA



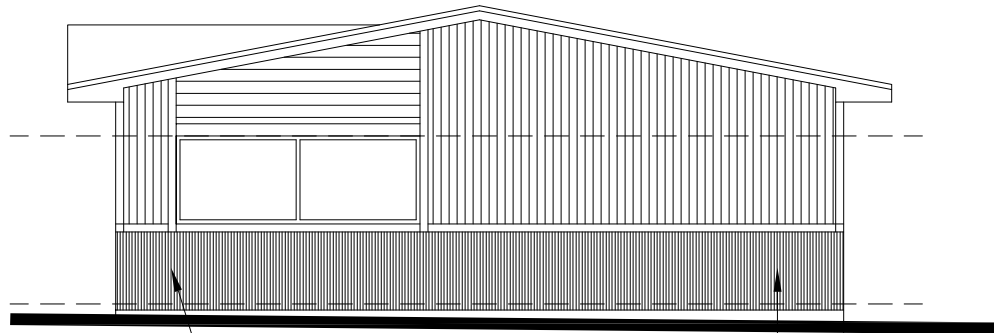
PRELIMINARY ELEVATION STUDIES FOR: **WILD TORNADO CASINO**

1225 MULLOWNEY

BILLINGS, MONTANA



Existing Conditions



PREFINISHED METAL PANEL
WAINSCOT

Proposed Remodeling



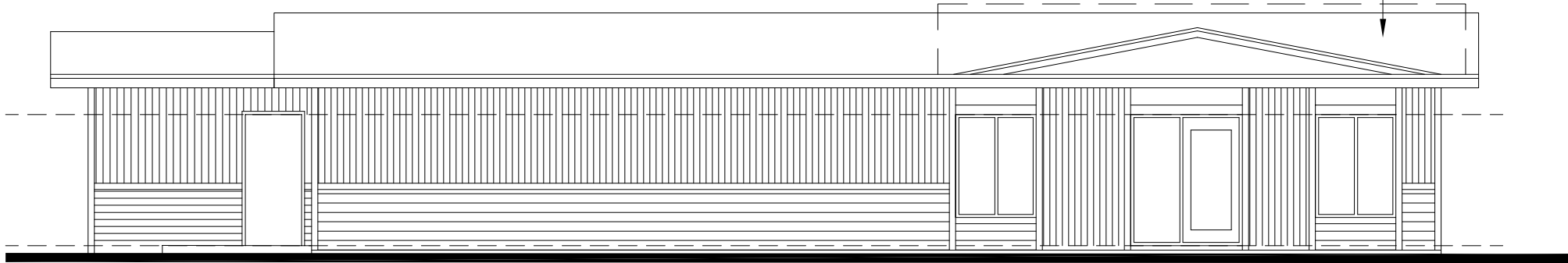
10-28-2021

PRELIMINARY ELEVATION STUDIES FOR: WILD TORNADO CASINO

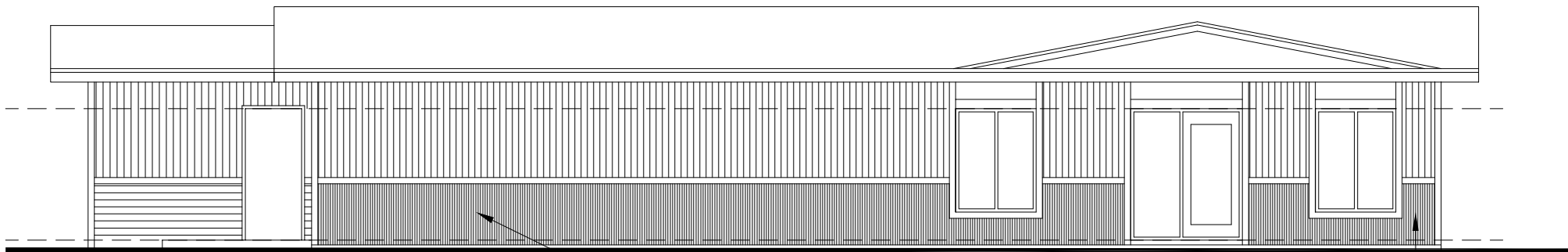
1225 MULLOWNEY

BILLINGS, MONTANA

REMOVAL OF EXISTING ATTACHED
CANOPY



Existing Conditions



PREFINISHED METAL PANEL
WAINSCOT

Proposed Remodeling

Atwood
Architecture
LLP

10-28-2021



Existing



Proposed

NOTES:

- Reface ID w/New Logo
- Replace "Trading Post" and Insert "Wild Tornado" Same Colors/Lettering
- New LED Pricer Upgrade (Regular/Diesel)
- Paint Poles Titanium Gray

Remove two lower sign cabinets to improve traffic safety and increase conformance with Sign Code

Project Name	SHIP TO #	Customer	Created by
CONOCO	881671	CONOCO	L. Abramov
Revision #	Date	Scale	Page #
R2	09_20_2021	NA	8 OF 9

City Council Regular

Date: 01/10/2022
Title: Joint Public Hearing and Resolution- Annexation 21-14
Presented by: Monica Plecker
Department: Planning & Community Services
Presentation: Yes

RECOMMENDATION

Staff recommends the City Council hold a public hearing. In this case, a joint public hearing that considers both the annexation and associated zone change. Upon completion of the hearing, staff recommends the City annex the petitioned property with the staff recommended conditions of approval.

NOTE: Though a joint hearing is being held, individual action will need to be taken on each item.

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

David and Ali Mitchell submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located west of Alkali Creek Road. The annexation will occur in three phases. The phases are legally described using a metes and bounds description which is attached to this staff report.

The property is zoned Agricultural Open Space, a county zone that is not recognized by the City of Billings. There is an accompanying zoning application to change the property to a Neighborhood PND, incorporating multiple zones and open space. The Neighborhood PND is a newly adopted tool specifically designed to incorporate 1 Mixed Use district, 1 Neighborhood district and open space. Applicants can choose to add more mixes of districts if so desired. Zone Change 1003 is an accompanying application that the Council will consider. A joint public hearing to consider both the annexation and zone change will be held on January 10th.

It is the City's custom to have staff prepare a brief analysis of predicted impacts to services and facilities. Staff finds the proposed annexation complies with the adopted Annexation Policy criteria as follows:

1. The area is located within the City's Annexation Petition Area on its Limits of Annexation Map.
2. The City is able to provide adequate city services within a time period mutually agreed to by the property owners requesting annexation and the city.
3. Existing or proposed public improvements within the area to be annexed will meet City standards.
4. All property owners within the area to be annexed must sign a Waiver of Right to Protest future Special Improvement Districts.
5. If annexed, any proposed land use will comply with the zoning.

Departmental Response: City and County Departments were given the opportunity to

comment on this annexation. City departments responded favorably and detailed responses are provided below. The County Public Works Department did not respond to this annexation request.

- Water and Sanitary Sewer: Public water and sanitary sewer mains are currently under design for the extension of the mains to reach the subject property. The new water and sanitary sewer main extensions will run west in the Alkali Creek Road right of way from the existing mains located at Alkali Creek Road and Sandstone Trail.
- Storm water: Any development will be compliant with the adopted Stormwater Management Manual.
- Transportation: The subject property fronts Alkali Creek Road, a principal arterial which will provide access to the future Inner Belt Loop Corridor. It is expected this type transportation network can handle this type of development.
- Fire Stations: The subject property is currently served by the Billings Fire Department through the Billings Urban Fire Service Area and the Billings Fire Department will continue to serve the property upon annexation. The Billings Fire Department stated that as this and other annexations are built out, additional fire department resources will be needed. The nearest fire station is Station Fire Station #6, located on Saint Andrews Drive, about 3.10 road miles or 5 minutes driving time to the subject property.
- Parks: The development must provide at least 2% of the net area as open space, additionally, during a subsequent subdivision cash in lieu or the remaining parkland requirement must be dedicated during that time. Private parkland can be maintained by homeowners but public parkland will require a maintenance SID.
- School facilities: It is anticipated the school district will be impacted by additional housing units.

General City Services: These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal. The service providers that responded did not object to the annexation of this property, however the Fire Department in its comments above did note its concerns as additional property is annexed into the City.

- Transit: A bus does not currently directly serve the area, but does operate within approximately .8 miles with the nearest buses traveling through the intersection of Alkali Creek and Senators and another traveling through the intersection of Wicks Ln and High Sierra Blvd. MET does not anticipate running buses directly in the proposed annexation area in the foreseeable future but will continue to operate on in the Alkali Creek area as well as the Skyview High School area (Wicks and High Sierra).
- Police: The Police Department staff stated there is adequate egress and ingress to the site and this area is near existing city limits causing little to no need to modify beats at this time. It should be noted that while additional patrol staff have been approved, continued annexation without additional resources may affect response times and the ability to deliver services.
- Public Utilities: The Public Works-- Distribution and Collection Division had no concerns with the annexation request.
- Public Works -Street and Traffic Division: The Street and Traffic Division stated that it has no concerns with serving the property.
- Public Works-Solid Waste: The Solid Waste Division had no concerns with annexing the property, but pointed out that State Law allows the property owner to choose what garbage hauler may service the property after it is in the City.
- Ambulance Service: The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes. Depending on

factors at any given time such as traffic and congestion, this property may be within the area of acceptable response time.

- Legal and Finance: General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation.
- Other Departments: City/County services including Library, Planning, and Environmental Health are only slightly affected by the annexation since they will continue to serve the property whether it is in the City or the County. The Planning Division staff supports the annexation because staff find the annexation policy criteria have been met. This annexation is appropriate as the City Council recently approved map amendments to the Limits of Annexation Map to include this property for development. Denial of this annexation would be inconsistent with past Council decisions. Further, planning staff recognizes the significance of bringing property into the City along the Inner Belt Loop Corridor. This property is in a critical location for ensuring urban development occurs along the corridor in its entirety and aid in extending utilities for further expansion.

STAKEHOLDERS

Annexation by petition does not require notification of adjoining landowners; however, it does require that the City Council conduct a public hearing, advertise the hearing, and post the property with information on the annexation petition and public hearing. Notice of the public hearing was posted on the property and was advertised in the Yellowstone County News.

ALTERNATIVES

The City Council may approve or deny the petition for annexation. Denial of the petition will mean the City Council cannot consider other agenda items related to this property regarding the development agreement and zoning. On November 1, 2021, the annexation petition was submitted to the Planning Division by the owner's agent. On January 10, 2022, the City Council is scheduled to take action on the petition in combination with considering a zone change.

Action tonight approves the annexation plan in whole, however, as designed by the PND, the annexation is also phased. Council action approves an all-encompassing annexation and zoning plan. As specifically designed by the PND, the annexation approval does not annex immediately all involved parcels, but rather identifies three phases for annexation. It is anticipated a forthcoming subdivision will employ the use of phases.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Metes and Bounds Legal Description of Area to be Annexed
Limits of Annexation Map
Annexation Resolution

Metes and Bounds Description of Phased Annexation Area

Phase 1:

AN IRREGULAR SHAPED PIECE OF LAND BEING A PORTION OF TRACTS A AND B OF CERTIFICATE OF SURVEY NO. 3795, RECORDED AS DOCUMENT NO. 3985813, RECORDS OF YELLOWSTONE COUNTY, LOCATED IN THE NE1/4, SE1/4, SW1/4 AND NW1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 26 EAST, PRINCIPAL MERIDIAN MONTANA, YELLOWSTONE COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLYMOST CORNER OF TRACT A OF CERTIFICATE OF SURVEY NO. 3795 ON THE CENTERLINE OF ALKALI CREEK ROAD AND BEING A POINT ON A NON-TANGENT CURVE WITH A RADIAL BEARING OF S34°37'41"W, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE EASTERLY BOUNDARY OF SAID TRACT A: AN ARC DISTANCE OF 234.94 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT, OF RADIUS 1400.00 FEET AND DELTA 9°36'55" TO A POINT ON A TANGENT LINE; THENCE ALONG SAID TANGENT LINE, N64°59'13"W, 748.64 FEET TO A TANGENT POINT OF CURVATURE; THENCE AN ARC DISTANCE OF 261.23 FEET ALONG SAID TANGENT CURVE TO THE RIGHT, OF RADIUS 1150.00 FEET AND DELTA 13°00'54" TO A POINT ON A NON-TANGENT LINE; THENCE DEPARTING SAID EASTERLY BOUNDARY, S78°19'53"W, 505.03 FEET; THENCE S03°16'08"W, 164.11 FEET; THENCE S83°30'07"W, 40.12 FEET; THENCE N65°45'25"W, 128.76 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT HAVING A RADIAL BEARING OF N45°39'08"W; THENCE AN ARC DISTANCE OF 55.66 FEET ALONG SAID NON-TANGENT CURVE TO THE RIGHT, OF RADIUS 50.00 FEET AND DELTA 63°46'57" TO A POINT ON A NON-TANGENT LINE; THENCE ALONG SAID NON-TANGENT LINE, S55°00'01"W, 200.00 FEET; THENCE N34°59'59"W, 141.40 FEET; THENCE S55°00'01"W, 272.10 FEET, THENCE S43°40'41"W, 292.79 FEET, MORE OR LESS, TO A POINT ON THE LINE COMMON TO TRACTS A AND B OF SAID CERTIFICATE OF SURVEY NO. 3795; THENCE ALONG SAID COMMON LINE, S47°53'34"W, 392.21 FEET; THENCE DEPARTING SAID COMMON LINE, S68°55'38"W, 90.76 FEET; THENCE S18°02'15"W, 200.07 FEET; THENCE S35°42'22"E, 98.92 FEET, MORE OR LESS, TO A CORNER COMMON TO SAID TRACTS A AND B; THENCE ALONG THE COMMON LINE OF SAID TRACTS A AND B, S53°01'08"E, 31.79 FEET; THENCE DEPARTING SAID COMMON LINE, S32°07'15"W, 369.88 FEET; THENCE N72°31'48"E, 185.49; THENCE N51°08'15"E, 168.60 FEET; THENCE N36°31'50"E, 263.57 FEET, MORE OR LESS, TO A POINT ON THE COMMON BOUNDARY LINE OF SAID TRACTS A AND B; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID COMMON LINE: N58°12'21"E, 451.31 FEET; THENCE N44°12'09"E, 204.37 FEET; THENCE DEPARTING SAID COMMON LINE, S07°30'20"E, 157.12 FEET; THENCE N89°30'34"E, 145.84

FEET, MORE OR LESS, TO A POINT ON COMMON BOUNDARY LINE OF SAID TRACTS A AND B; THENCE ALONG SAID COMMON BOUNDARY, S41°12'34"E, 143.81 FEET; THENCE DEPARTING SAID COMMON LINE, S34°47'53"E, 154.20; THENCE S48°16'04"W, 280.00 FEET; THENCE S41°43'56"E, 250.93 FEET; THENCE N48°16'04"E, 72.93 FEET; THENCE S41°43'56"E, 179.96 FEET; THENCE S68°11'34"E, 194.22 FEET, MORE OR LESS, TO A POINT ON THE COMMON BOUNDARY OF TRACTS B AND D OF SAID CERTIFICATE OF SURVEY NO. 3795; THENCE ALONG SAID COMMON BOUNDARY, N21°48'26"E, 373.20 FEET TO THE CORNER COMMON TO TRACTS A, B AND D OF SAID CERTIFICATE OF SURVEY NO. 3795; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE COMMON BOUNDARY LINE OF TRACTS A AND D: S84°55'52"E, 410.18 FEET; THENCE N53°25'53"E, 772.89 FEET; THENCE N34°15'15"E, 385.55 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 56.26 ACRES, MORE OR LESS.

Phase 2:

AN IRREGULAR SHAPED PIECE OF LAND BEING A PORTION OF TRACT A OF CERTIFICATE OF SURVEY NO. 3795, RECORDED AS DOCUMENT NO. 3985813, RECORDS OF YELLOWSTONE COUNTY, LOCATED IN THE NE1/4 AND NW1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 26 EAST, PRINCIPAL MERIDIAN MONTANA, YELLOWSTONE COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT A OF CERTIFICATE OF SURVEY NO. 3795 AND BEING A POINT ON A NON-TANGENT CURVE, HAVING A RADIAL BEARING OF N71°37'00"E, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE EASTERLY BOUNDARY OF SAID TRACT A: AN ARC DISTANCE OF 533.97 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT, OF RADIUS 2200.00 FEET AND DELTA 13°54'23" TO A POINT ON A TANGENT LINE; THENCE ALONG SAID TANGENT LINE, S32°17'23"E, 940.43 FEET TO A TANGENT POINT OF CURVATURE; THENCE AN ARC DISTANCE OF 395.05 FEET ALONG SAID TANGENT CURVE TO THE LEFT, OF RADIUS 1150.00 FEET AND DELTA 19°40'56"; THENCE DEPARTING SAID EASTERLY BOUNDARY, S78°19'53"W, 505.03 FEET; THENCE S03°16'08"W, 164.11 FEET; THENCE S83°30'07"W, 40.12 FEET; THENCE N65°45'25"W, 128.76 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT HAVING A RADIAL BEARING OF N45°39'08"W; THENCE AN ARC DISTANCE OF 55.66 FEET ALONG SAID NON-TANGENT CURVE TO THE RIGHT, OF RADIUS 50.00 FEET AND DELTA 63°46'57" TO A POINT ON A NON-TANGENT LINE; THENCE ALONG SAID NON-TANGENT LINE, S55°00'01"W, 200.00 FEET; THENCE N34°59'59"W, 141.40 FEET; THENCE S55°00'01"W, 170.00 FEET; THENCE N34°59'59"W, 335.00 FEET; THENCE N52°16'44"E, 93.03 FEET TO A TANGENT POINT OF CURVATURE; THENCE AN ARC DISTANCE OF 66.32 FEET ALONG SAID TANGENT CURVE TO THE RIGHT, OF RADIUS 170.00 FEET AND DELTA 22°21'13" TO A POINT ON A NON-TANGENT LINE;

THENCE ALONG SAID NON-TANGENT LINE, N37°43'16"W, 221.46 FEET;
THENCE N25°13'39"W, 128.50 FEET; THENCE N59°36'56"E, 179.07 FEET;
THENCE N30°23'04"W, 170.46 FEET; THENCE N44°05'34"W, 61.29 FEET;
THENCE N30°26'42"W, 175.05 FEET; THENCE S83°04'46"W, 125.45 FEET;
THENCE N00°46'01"W, 344.19 FEET; THENCE N89°13'59"E, 143.99 FEET;
THENCE N00°46'01"W, 170.00 FEET; THENCE N89°13'59"E, 102.28 FEET;
THENCE N80°10'38"E, 123.26 FEET; THENCE N00°46'01"W, 283.99 FEET,
MORE OR LESS, TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT
A; THENCE ALONG SAID NORTH BOUNDARY, N89°12'53"E, 183.17 FEET TO
THE TRUE POINT OF BEGINNING. CONTAINING 32.59 ACRES, MORE OR
LESS.

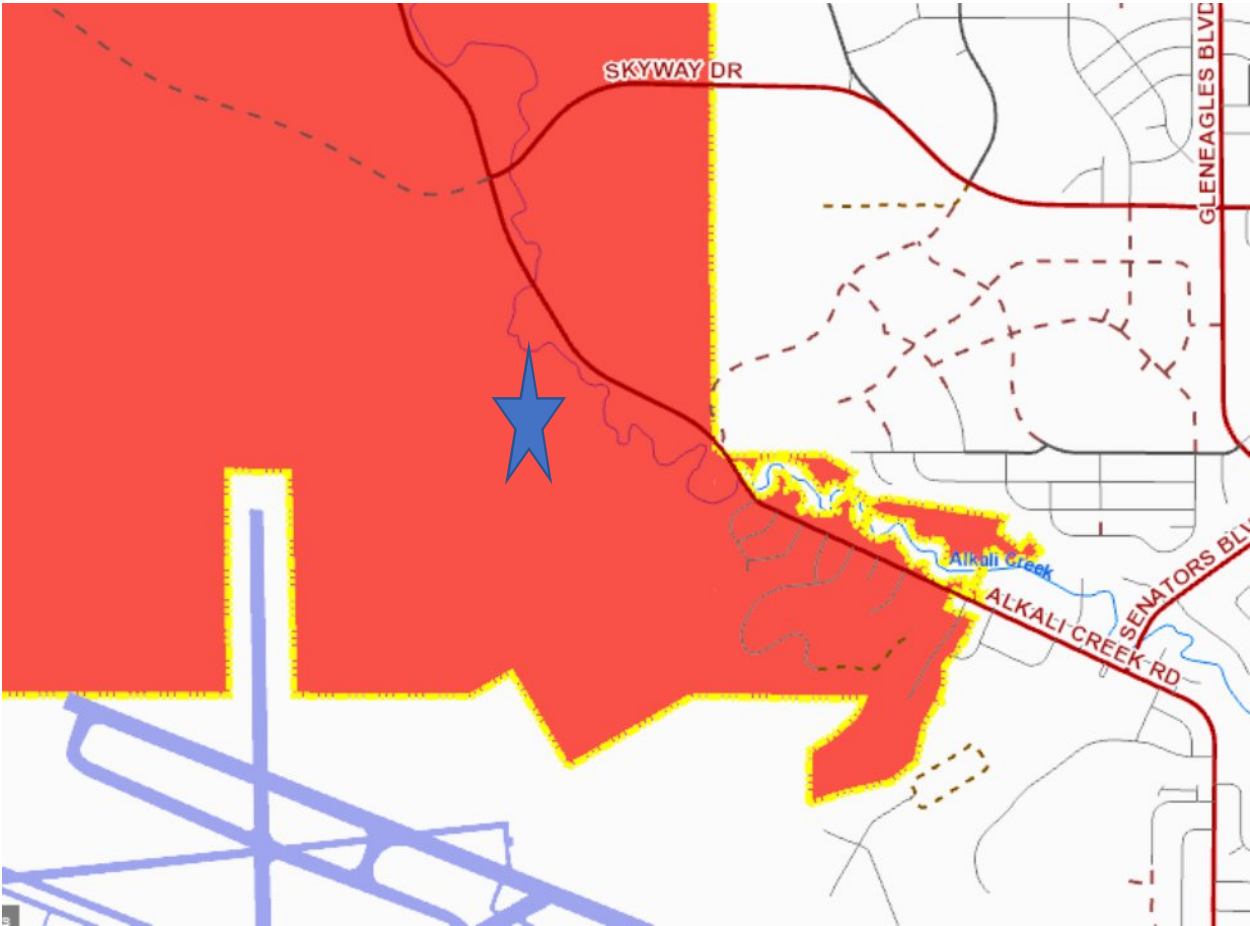
Phase 3:

AN IRREGULAR SHAPED PIECE OF LAND BEING A PORTION OF TRACT A
OF CERTIFICATE OF SURVEY NO. 3795, RECORDED AS DOCUMENT NO.
3985813, RECORDS OF YELLOWSTONE COUNTY, LOCATED IN THE NE1/4
AND NW1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 26 EAST,
PRINCIPAL MERIDIAN MONTANA, YELLOWSTONE COUNTY, MONTANA,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT A OF
CERTIFICATE OF SURVEY NO. 3795; THENCE ALONG THE NORTH
BOUNDARY OF SAID TRACT A, S89°12'53"W, 183.17 FEET TO THE TRUE
POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH
BOUNDARY OF SAID TRACT A, S89°12'53"W, 770.00 FEET TO THE TRUE
POINT OF BEGINNING; THENCE DEPARTING SAID NORTH BOUNDARY,
S00°46'01"E, 243.14 FEET; THENCE S89°13'59"W, 35.00 FEET; THENCE
S00°46'01"E, 230.00 FEET; THENCE N89°13'59"E, 417.01 FEET; THENCE
S00°46'01"E, 355.56 FEET; THENCE S59°36'56"W, 174.79 FEET; THENCE
S78°13'44"W, 128.34 FEET; THENCE S32°04'06"W, 77.07 FEET; THENCE
S27°39'09"E, 230.58 FEET; THENCE S59°36'56"W, 61.48 FEET; THENCE
S30°23'04"E, 230.00 FEET; THENCE N59°36'56"E, 118.00 FEET; THENCE
S68°12'19"E, 171.74 FEET; THENCE S38°12'19"E, 67.20 FEET; THENCE
S05°49'29"E, 113.49 FEET; THENCE S37°43'16"E, 60.00 FEET; THENCE
N52°16'44"E, 170.34 FEET TO A TANGENT POINT OF CURVATURE; THENCE
AN ARC DISTANCE OF 66.32 FEET ALONG SAID TANGENT CURVE TO THE
RIGHT, OF RADIUS 170.00 FEET AND DELTA 22°21'13" TO A POINT ON A
NON-TANGENT LINE; THENCE ALONG SAID NON-TANGENT LINE,
N37°43'16"W, 221.46 FEET; THENCE N25°13'39"W, 128.50 FEET; THENCE
N59°36'56"E, 179.07 FEET; THENCE N30°23'04"W, 170.46 FEET; THENCE
N44°05'34"W, 61.29 FEET; THENCE N30°26'42"W, 175.05 FEET; THENCE
S83°04'46"W, 125.45 FEET; THENCE N00°46'01"W, 344.19 FEET; THENCE
N89°13'59"E, 143.99 FEET; THENCE N00°46'01"W, 170.00 FEET; THENCE
N89°13'59"E, 102.28 FEET; THENCE N80°10'38"E, 123.26 FEET; THENCE

N00°46'01'W, 283.99 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINING 15.31 ACRES, MORE OR LESS.

Limits of Annexation Map



RESOLUTION NO. 21 -

A RESOLUTION APPROVING PETITION #21-14 FOR ANNEXATION AND ANNEXING TERRITORY TO THE CITY.

WHEREAS, one hundred percent (100%) of the freeholders who constitute more than fifty percent (50%) of the resident freeholder electors have petitioned the City for annexation of the territory hereinafter described; and

WHEREAS, the territory was described in the Petition as required by law; and

WHEREAS, the annexation is part of a Planned Neighborhood Development ("PND") and overall development plan in accordance with BMCC (27-800); and

WHEREAS, the developer desires a phased development; and

WHEREAS, annexation of said territory would be in the best interest of the City.

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

1. TERRITORY ANNEXED. Pursuant to the Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed, subject to the conditions set forth in paragraph 2 and the phased effective dates in paragraph 3, to the City of Billings:

Phase 1

AN IRREGULAR SHAPED PIECE OF LAND BEING A PORTION OF TRACTS A AND B OF CERTIFICATE OF SURVEY NO. 3795, RECORDED AS DOCUMENT NO. 3985813, RECORDS OF YELLOWSTONE COUNTY, LOCATED IN THE NE1/4, SE1/4, SW1/4 AND NW1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 26 EAST, PRINCIPAL MERIDIAN MONTANA, YELLOWSTONE COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLYMOST CORNER OF TRACT A OF CERTIFICATE OF SURVEY NO. 3795 ON THE CENTERLINE OF ALKALI CREEK ROAD AND BEING A POINT ON A NON-TANGENT CURVE WITH A RADIAL BEARING OF S34°37'41"W, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE EASTERLY BOUNDARY OF SAID TRACT A: AN ARC DISTANCE OF 234.94 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT, OF RADIUS

1400.00 FEET AND DELTA 9°36'55" TO A POINT ON A TANGENT LINE; THENCE ALONG SAID TANGENT LINE, N64°59'13"W, 748.64 FEET TO A TANGENT POINT OF CURVATURE; THENCE AN ARC DISTANCE OF 261.23 FEET ALONG SAID TANGENT CURVE TO THE RIGHT, OF RADIUS 1150.00 FEET AND DELTA 13°00'54" TO A POINT ON A NON-TANGENT LINE; THENCE DEPARTING SAID EASTERLY BOUNDARY, S78°19'53"W, 505.03 FEET; THENCE S03°16'08"W, 164.11 FEET; THENCE S83°30'07"W, 40.12 FEET; THENCE N65°45'25"W, 128.76 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT HAVING A RADIAL BEARING OF N45°39'08"W; THENCE AN ARC DISTANCE OF 55.66 FEET ALONG SAID NON-TANGENT CURVE TO THE RIGHT, OF RADIUS 50.00 FEET AND DELTA 63°46'57" TO A POINT ON A NON-TANGENT LINE; THENCE ALONG SAID NON-TANGENT LINE, S55°00'01"W, 200.00 FEET; THENCE N34°59'59"W, 141.40 FEET; THENCE S55°00'01"W, 272.10 FEET, THENCE S43°40'41"W, 292.79 FEET, MORE OR LESS, TO A POINT ON THE LINE COMMON TO TRACTS A AND B OF SAID CERTIFICATE OF SURVEY NO. 3795; THENCE ALONG SAID COMMON LINE, S47°53'34"W, 392.21 FEET; THENCE DEPARTING SAID COMMON LINE, S68°55'38"W, 90.76 FEET; THENCE S18°02'15"W, 200.07 FEET; THENCE S35°42'22"E, 98.92 FEET, MORE OR LESS, TO A CORNER COMMON TO SAID TRACTS A AND B; THENCE ALONG THE COMMON LINE OF SAID TRACTS A AND B, S53°01'08"E, 31.79 FEET; THENCE DEPARTING SAID COMMON LINE, S32°07'15"W, 369.88 FEET; THENCE N72°31'48"E, 185.49; THENCE N51°08'15"E, 168.60 FEET; THENCE N36°31'50"E, 263.57 FEET, MORE OR LESS, TO A POINT ON THE COMMON BOUNDARY LINE OF SAID TRACTS A AND B; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID COMMON LINE: N58°12'21"E, 451.31 FEET; THENCE N44°12'09"E, 204.37 FEET; THENCE DEPARTING SAID COMMON LINE, S07°30'20"E, 157.12 FEET; THENCE N89°30'34"E, 145.84 FEET, MORE OR LESS, TO A POINT ON COMMON BOUNDARY LINE OF SAID TRACTS A AND B; THENCE ALONG SAID COMMON BOUNDARY, S41°12'34"E, 143.81 FEET; THENCE DEPARTING SAID COMMON LINE, S34°47'53"E, 154.20; THENCE S48°16'04"W, 280.00 FEET; THENCE S41°43'56"E, 250.93 FEET; THENCE N48°16'04"E, 72.93 FEET; THENCE S41°43'56"E, 179.96 FEET; THENCE S68°11'34"E, 194.22 FEET, MORE OR LESS, TO A POINT ON THE COMMON BOUNDARY OF TRACTS B AND D OF SAID CERTIFICATE OF SURVEY NO. 3795; THENCE ALONG SAID COMMON BOUNDARY, N21°48'26"E, 373.20 FEET TO THE CORNER COMMON TO TRACTS A, B AND D OF SAID CERTIFICATE OF SURVEY NO. 3795; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE COMMON BOUNDARY LINE OF TRACTS A AND D: S84°55'52"E, 410.18 FEET; THENCE N53°25'53"E, 772.89 FEET; THENCE N34°15'15"E, 385.55 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 56.26 ACRES, MORE OR LESS.

Phase 2

AN IRREGULAR SHAPED PIECE OF LAND BEING A PORTION OF TRACT A OF CERTIFICATE OF SURVEY NO. 3795, RECORDED AS DOCUMENT NO.

3985813, RECORDS OF YELLOWSTONE COUNTY, LOCATED IN THE NE1/4 AND NW1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 26 EAST, PRINCIPAL MERIDIAN MONTANA, YELLOWSTONE COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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AN IRREGULAR SHAPED PIECE OF LAND BEING A PORTION OF TRACT A OF CERTIFICATE OF SURVEY NO. 3795, RECORDED AS DOCUMENT NO. 3985813, RECORDS OF YELLOWSTONE COUNTY, LOCATED IN THE NE1/4 AND NW1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 26 EAST, PRINCIPAL MERIDIAN MONTANA, YELLOWSTONE COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT A OF CERTIFICATE OF SURVEY NO. 3795; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT A, S89°12'53"W, 183.17 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH BOUNDARY OF SAID TRACT A, S89°12'53"W, 770.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH BOUNDARY, S00°46'01"E, 243.14 FEET; THENCE S89°13'59"W, 35.00 FEET; THENCE S00°46'01"E, 230.00 FEET; THENCE N89°13'59"E, 417.01 FEET; THENCE S00°46'01"E, 355.56 FEET; THENCE S59°36'56"W, 174.79 FEET; THENCE S78°13'44"W, 128.34 FEET; THENCE S32°04'06"W, 77.07 FEET; THENCE S27°39'09"E, 230.58 FEET; THENCE S59°36'56"W, 61.48 FEET; THENCE S30°23'04"E, 230.00 FEET; THENCE N59°36'56"E, 118.00 FEET; THENCE S68°12'19"E, 171.74 FEET; THENCE S38°12'19"E, 67.20 FEET; THENCE S05°49'29"E, 113.49 FEET; THENCE S37°43'16"E, 60.00 FEET; THENCE N52°16'44"E, 170.34 FEET TO A TANGENT POINT OF CURVATURE; THENCE AN ARC DISTANCE OF 66.32 FEET ALONG SAID TANGENT CURVE TO THE RIGHT, OF RADIUS 170.00 FEET AND DELTA 22°21'13" TO A POINT ON A NON-TANGENT LINE; THENCE ALONG SAID NON-TANGENT LINE, N37°43'16"W, 221.46 FEET; THENCE N25°13'39"W, 128.50 FEET; THENCE N59°36'56"E, 179.07 FEET; THENCE N30°23'04"W, 170.46 FEET; THENCE N44°05'34"W, 61.29 FEET; THENCE N30°26'42"W, 175.05 FEET; THENCE S83°04'46"W, 125.45 FEET; THENCE N00°46'01"W, 344.19 FEET; THENCE N89°13'59"E, 143.99 FEET; THENCE N00°46'01"W, 170.00 FEET; THENCE N89°13'59"E, 102.28 FEET; THENCE N80°10'38"E, 123.26 FEET; THENCE N00°46'01"W, 283.99 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINING 15.31 ACRES, MORE OR LESS.

(# 21-14) See Exhibit "A" Attached

2. CONDITIONS. The annexations are approved, subject to the following conditions:

Within 45 working days of adoption of this Resolution and prior to site development, a mutually acceptable Development Agreement shall be executed between the owner(s) and the City that shall stipulate specific infrastructure improvements and right-of-way dedication, provide guarantees for said improvements, provide guidance for the effectiveness of Phase 2 and 3 of AN #21-14 and include a Waiver of Right to Protest the Creation of Special Improvement Districts will be recorded;

If the above conditions are not satisfied as set forth herein, the annexation will not be effective and this resolution shall be null and void and shall have no effect. Any subsequent requests for annexation of the property legally described within this resolution shall be processed as a new petition for annexation.

3. TERRITORY TO BE ANNEXED IN PHASES. The annexations of the above-described territories shall become effective in phases as described below and as provided in the Development Agreement.
 - a. The annexation of the territory described in paragraph 1 as “Phase 1” shall be effective immediately upon satisfaction of the conditions stated above in paragraph 2. If the conditions are not satisfied, this resolution shall be null and void and shall have no effect.
 - b. The annexation of the territory described in paragraph 1 as “Phase 2” shall be effective on January 10, 2025. Annexation of the territory described in paragraph 1 as “Phase 2” may be effective earlier upon written request of the developer and satisfaction of the terms and conditions of the Development Agreement. Upon acceptance and approval of the written request to be annexed, the City will notify the Montana Department of Revenue (DOR), City of Billings Geographic Information Services (GIS), and the Yellowstone County Clerk and Recorder (“Clerk and Recorder”) of the effective date of annexation prior to any development.
 - c. The annexation of the territory described in paragraph 1 as “Phase 3” shall be effective on January 10, 2029. Annexation of the territory described in paragraph 1 as “Phase 3” may be effective earlier upon written request of the developer and satisfaction of the terms and conditions of the Development Agreement. Upon acceptance and approval of the written request to be annexed, the City will notify the DOR, GIS, and the Clerk and Recorder of the effective date of annexation prior to any development.
4. EFFECTIVE DATE. This resolution shall be effective upon adoption. However, if the above-described conditions in paragraph 2 are not satisfied, this resolution shall be null and void and shall have no effect.
5. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 10th day of January, 2022.

CITY OF BILLINGS:

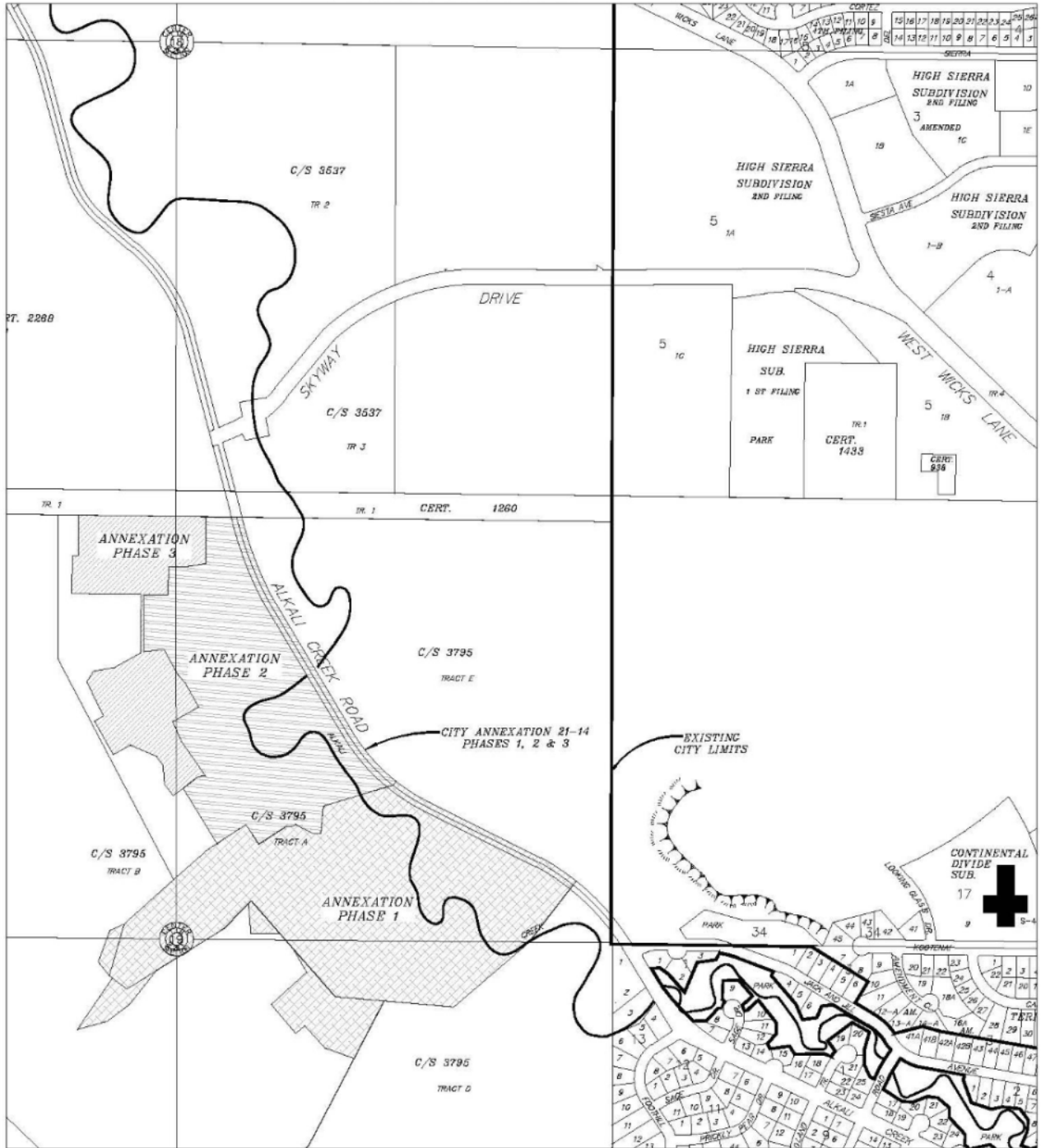
BY: _____
William A. Cole, Mayor

ATTEST:

BY: _____
Denise R. Bohlman, City Clerk

(# 21-14)

EXHIBIT 99 A 99



City Council Regular

Date: 01/10/2022
Title: Zone Change 1003 - The Timbers Alkali Creek Rd - Mixed Residential PND - A to N3, NX1, NMU, & Public
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 1003, a Mixed Residential Planned Neighborhood Development zone change from Agriculture (A) to Suburban Residential Neighborhood (N3), Mixed Residential 1 (NX1), Neighborhood Mixed Use (NMU) and Public 1 (P1). This recommendation includes all Phases (1-3) although only Phase 1 will be annexed at this time.

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

This is a zone change request for a new Planned Neighborhood Development zone change for 104.42 acres of land to be annexed in three phases south of Alkali Creek Road, north and east of the Billings Airport, and west of Foothill Drive. The proposed Mixed Residential PND will include 64.1 acres of N3, 4.9 acres of NX1, .9 acres of NMU zoning, and about 14.7 acres of open space (P1). The first Phase will consist of 56.52 acres on the eastern portion of the property with N3, NX1 and Public 1 zoning districts. 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 southeast corner of the property (5%), Suburban Residential Neighborhood (N3) zoning for about 62% of the net land area and the remaining area in Neighborhood Mixed Use (NMU) and Open Space (P1 - 14%) districts. There are neighborhood scale open spaces shown on the plan as required by the PND regulations as well as an open space conservation area in Public 1 zoning for Alkali Creek. A master plan for the use and development of this open space is not yet completed. The applicant also owns another 139+ acres of land to the south and west that is remaining in the county and is zoned A - Agriculture. The owner recently sold 72.8 acres of land to the Billings Airport as an area to be protected from development due to its proximity to the main runway.

APPLICATION DATA

OWNER: Alkali Timbers, LLC - Ali and David Mitchell
AGENT: IMEG, Kolten Knatterud, P.E. and Anna Vickers

LEGAL DESCRIPTION: Portions of C/S 3795 Tracts A & B
ADDRESS: Generally located south of Alkali Creek Rd and northeast of Billings Airport
CURRENT ZONING: Agriculture (County) - A
EXISTING LAND USE: Agriculture - vacant land
PROPOSED USE: New Mixed Residential Neighborhood
SIZE OF PARCEL: 104.42 acres (all three Phases)

CONCURRENT APPLICATIONS:

Petition for Annexation 21-14 - The Timbers Subdivision (city)

SURROUNDING ZONING AND LAND USE:

NORTH: Zoning: Agriculture (A)
Land Use: Agriculture - vacant land
SOUTH: Zoning: Agriculture (A)
Land Use: Agriculture - vacant land
EAST: Zoning: Agriculture (A)
Land Use: Agriculture and vacant residential land
WEST: Zoning: Agriculture (A)
Land Use: Agriculture - vacant land

This area of Billings in the Heights has not experienced any new major development in several years. The High Sierra Subdivision to the north and east has been building out for about 15 years. The anticipation of the connection of the Inner Belt Loop near this area of Billings will bring additional development. Development on the west side of Main Street tends to be mostly single family and two-family dwellings with few other housing options planned or developed. There is a great demand for other housing options in Billings Heights including independent living units for aging residents who want to "downsize" from a maintenance heavy single family dwelling on a large lot to unit ownership or townhomes as well as rental apartments. The 2010 Census indicated Billings, like many other urban areas, saw a reduction in average household size to 2.3 persons. Smaller households, aging residents and the higher costs of all housing has driven the demand for apartments, townhomes, and smaller multi-family products. Housing types in the immediate area do not include many options for attached single family dwellings, smaller dwellings on small lots (less than 1/4 acre), or apartments of any kind. Many of the neighborhoods in the area were developed as County subdivisions and then annexed to the city when septic systems or on-site water supplies failed. The closest neighborhood - Sun Valley Subdivision - is still in the County and does not have access to water or sewer services. This neighborhood is zoned N4 - Large Lot Suburban Residential Neighborhood.

There are challenges to an area of urban development that is on the edge of the city limits. These challenges include ensuring the adjacent county property owners and uses are protected as much as possible from conflicts with the new urban neighborhood residents and uses. This is not meant to ensure similarity or homogenous development patterns between the city and county, but the development plan includes buffering, connectivity where and when needed, and recognition of similar goals for both types of property. The 2016 Billings Growth Policy and the 2006 Billings Heights Neighborhood Plan goals and policies support the proposed Mixed Residential PND. The Billings Heights Neighborhood Plan goals and objectives stated the need to develop housing patterns that are compatible with existing neighborhoods, encourage high density multi-family development along arterial routes and maintain similar housing in established neighborhoods. The proposed zone change supports these goals. The 2016 Billings Growth Policy included a land use planning scenario for this

area of Billings Heights due to the alignment of the Inner Belt Loop and the potential of immediate development in the area. The "Public Preferred Growth Scenario" included a mix of housing types although a denser pattern than previous patterns as well as some limited commercial development. In general, the 2016 Growth Policy supports a broad range of housing choices, encourages more walkable neighborhoods with connectivity to other transportation options, and building the community fabric through urban designed public spaces. The proposed zone change supports these goals as well.

STAKEHOLDERS

The applicant and agent conducted a pre-application neighborhood meeting on September 27th and September 28th, 2021 and about 27 surrounding owners attended. The meeting on September 27th was held in a virtual format and the meeting on September 28th was held in person to accommodate owners without internet formats. The surrounding owners asked questions about the proposed improvements, connections to the city water and sewer for existing homes, and the type of proposed development. Concerns ranged from noise, to crime, forced annexation, sidewalks, wildlife and protection for Alkali Creek. A summary of the meeting is included as an attachment. A PND zone change requires notification of all owners within 1/4-mile of the subject property. The list for this zone change includes over 100 owners.

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.

Planning staff did not receive any comments prior to completing the staff report for the zone change. The Zoning Commission received one email of concern on December 7, 2021 from an owner on Foothill Drive in the County. The owner was concerned the city would force them to annex. Staff and the Zoning Commission clarified there would be no forced annexation of property as part of this application or development even though city utilities will be going in Alkali Creek Rd adjacent to County neighborhoods.

The Zoning Commission conducted its public hearing and received the Planning staff recommendation of approval, and testimony from the owners and agent. The applicant's agent requested an error in the legal descriptions be updated and to amend a portion of the Zoning Master Plan to accommodate a required connection to a parcel to the south and east of the subdivision. This parcel would move out of the P1 designation and be placed in the N3 zone district. This was a minor adjustment to the zoning plan and the Zoning Commission agreed to these changes. The Zoning Commission voted 5-0 on a motion to recommend approval and adoption of the findings of the ten review criteria.

ALTERNATIVES

The City Council may:

- Approve the zone change and adopt the findings of the ten review criteria as recommended by the Zoning Commission for Zone Change 1003; or,
- Deny the zone change and adopt different findings of the ten review criteria for Zone Change 1003; 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 zone change the City Council shall consider the following findings of the ten review criteria as recommended by the Zoning Commission for Zone Change 1003:

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 Billings Heights Neighborhood Plan (2006):

The Billings Heights Neighborhood Plan goals and objectives stated the need to locate compatible uses and offer a range of housing choices and development densities. The Billings Heights Plan adopted a number of Goals, Policies, and Implementation Strategies. The proposed Mixed Residential PND for The Timbers subdivision is consistent with the following adopted policies in the plan including the following:

- To provide safe, good quality and affordable housing in the Heights.
- Develop housing patterns that are compatible with existing neighborhoods.
- Encourage high density multi-family development along arterial routes.
- Maintain similar housing in established neighborhoods.

The proposed PND is compatible with goals of the Billings Heights 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 natural greenway park (Pow Wow Park) Alkali Creek Road is an arterial street but there are no nearby neighborhood services or higher density housing. The proposed PND will accommodate a couple of small areas for these uses to begin to fill out these needs.

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 Timbers Subdivision will allow the higher density housing - the NX1 - in a small 4.9-acre area on the south and east portion of the 56.52 acre Phase 1 annexed parcel. 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 dwellings (N3 - 60%). The proposed Public zoned area is contiguous and surrounding Alkali Creek. There is no master plan for this 16+ acres as of this time but it will include trails and connectivity to Alkali Creek Road. 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.

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 will prepare a traffic impact study in coordination with City Engineering and as part of the subdivision review process. This will ensure access from the full build-out of the development will be safe and have adequate traffic controls and management in place. The city and county will need to coordinate management of Alkali Creek Rd since the right of way jurisdiction will not be continuous from the existing city limits to the subject property.

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 future connections to adjacent areas including Pow Wow Park along Alkali Creek. Alkali Creek crosses Alkali Creek Rd approximately 750 feet east of the subject property. There are no pedestrian facilities along this section of Alkali Creek Road. It is a connecting road from Main Street to Highway 3 (Molt Road) to the west and

has a posted speed limit of 45 mph. Alkali Creek Rd only carries about 770 vehicle trips per day in the most recent traffic counts (2020). The Inner Belt Loop Corridor Study indicated this volume is expected to increase to about 1,900 vehicles trips per day using historic growth information and up to about 3,500 vehicles trips per day under an "aggressive" growth model. The design of the intersections for the subdivision will need to accommodate the traffic for a worst-case scenario.

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 northeast of the Billings Airport and close to the Inner Belt Loop alignment will be a new growth area for Billings. There is a demand for a wide range of housing choices and the proposed zoning is suitable for this area.

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

The property is an agricultural parcel. There are no existing buildings on the property. The closest structure is the Morledge home at 1562 Alkali Creek Rd, 750 feet to the east. There should be no effect on the value of this structure from the proposed zoning. It can continue to be used for residential and agricultural purposes. Approval of the zone change will provide predictability to surrounding landowners and may help to maintain property values of adjacent buildings.

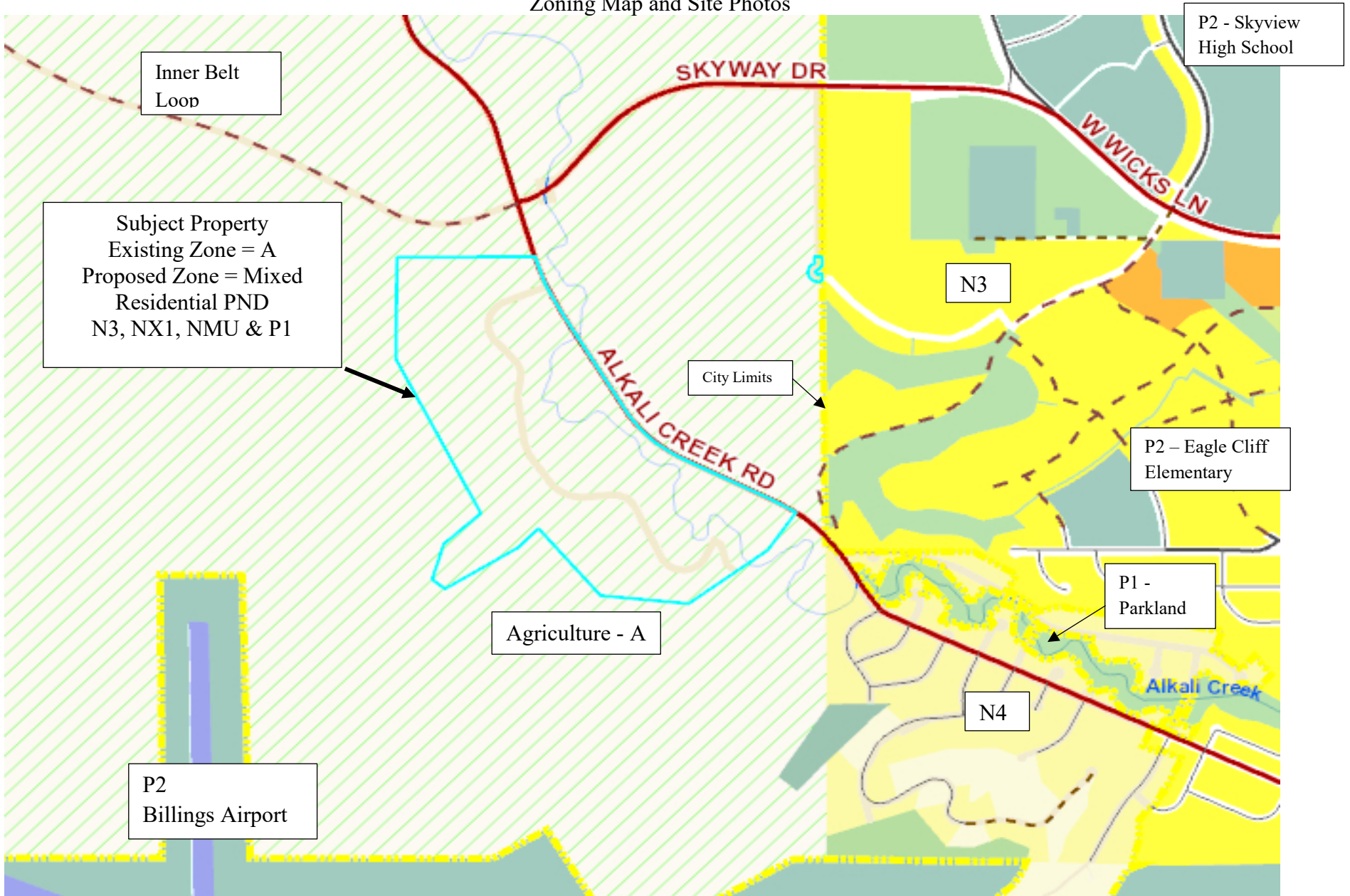
10) Will the new zoning encourage the most appropriate use of land throughout the City of Billings?

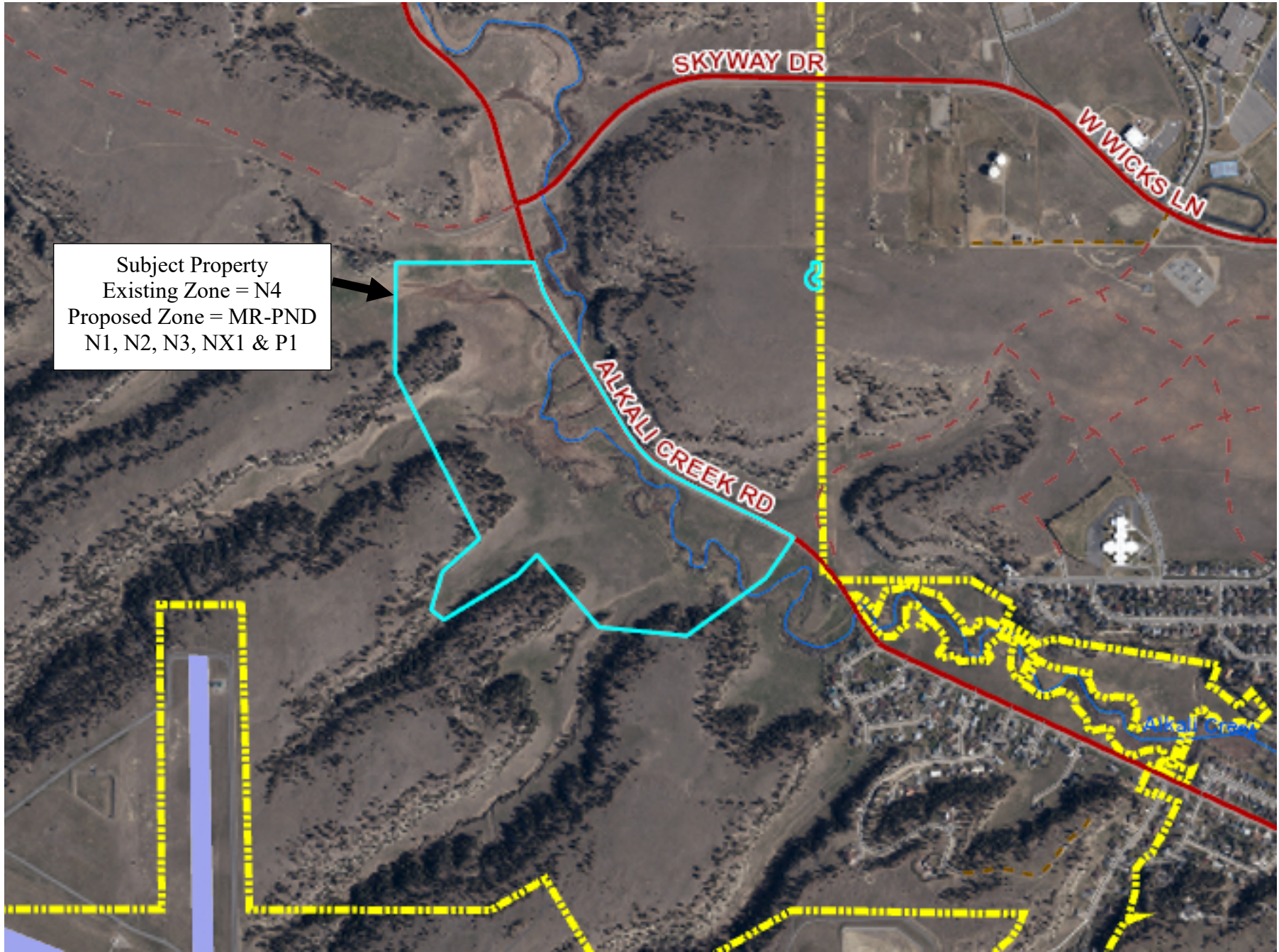
The proposed Mixed Residential PND will encourage the most appropriate use of this land in Billings.

Attachments








Zoning map and site photos
Zoning History
Zoning App and Letter
Pre app meeting notes
ZC Ordinance 1003

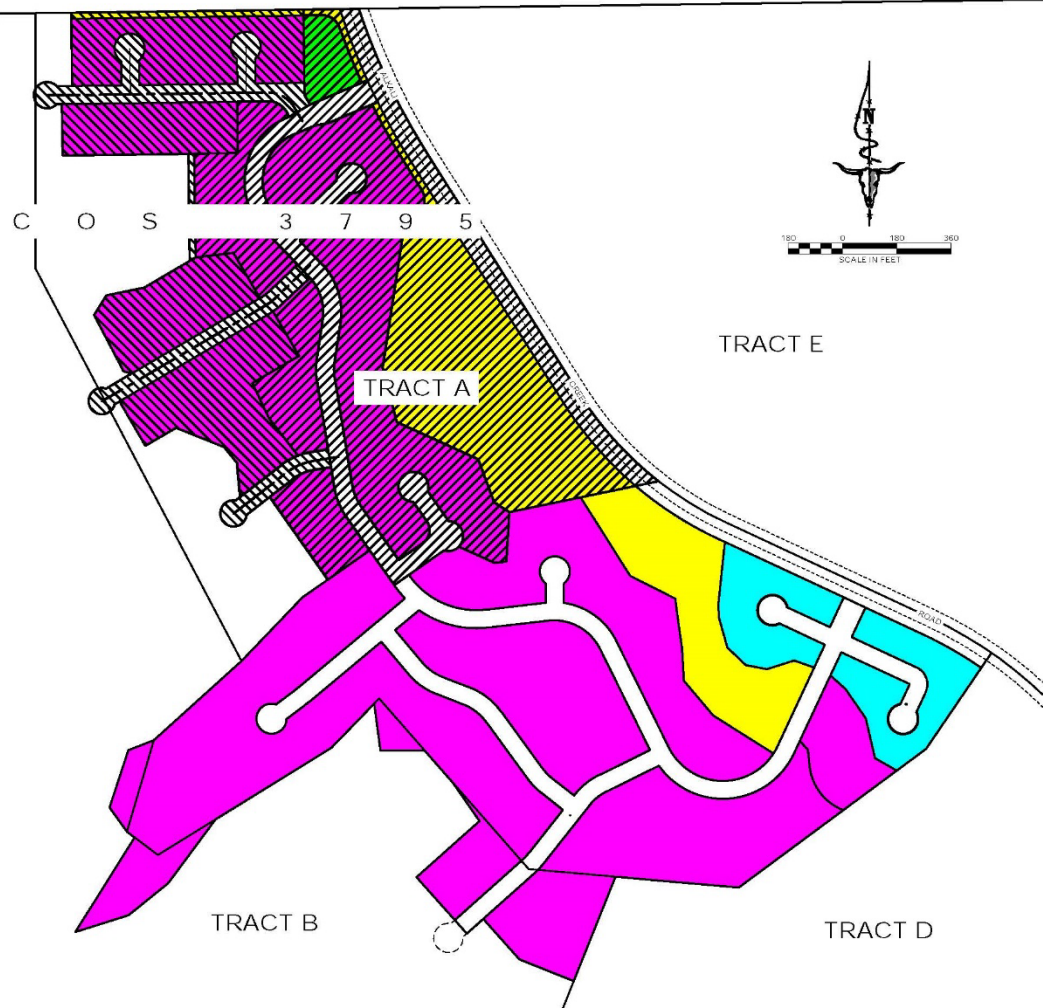
City Zone Change 1003 – The Timbers – Mixed Residential-PND
Zoning Map and Site Photos





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

- ZONE NX1  4.9 AC / 215,178 SF TOTAL
- ZONE N3  64.1 AC / 2,792,872 SF TOTAL
- ZONE NMU  0.9 AC / 39,500 SF TOTAL
- PARK  14.7 AC / 639,893 SF TOTAL
- PHASE 1 
- PHASE 2 
- PHASE 3 









SUBJECT PROPERTY	Zone Change #	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
None					
SURROUNDING PROPERTY	Zone Change #	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
High Sierra, 1 st Filing Lots 1-14, Blk 2	496	4/28/1986	R-96 to CC	N	Denied
High Sierra, 1 st Filing Lots 1-14, Blk 2	516	8/24/1987	R-96 to NC	N	Denied
High Sierra, 2 nd Filing, Lot 1, Block 4	SR 734	1/27/2003	Allow church, preschool, private elementary, Junior/high school and commercial rec uses in R9600	Y	
High Sierra 2 nd Filing, Lot 1, Block 2	712	4/14/2003	From R9600 to R- 7000	Y	
825 Wicks Ln, High Sierra 2 nd Filing, Lot 1 Blk 1	719	9/8/2003	From R9600 to R- 7000	Y	
High Sierra & Sierra Granda Blvd, High Sierra 2 nd Filing, Lot 1 Blk 3	SR 821	7/24/2006	Allow church and senior retirement complex in R9600	Y	
3144 Grand Ave, Cardwell Ranch	848	10/14/2008	From A1 to PD (CC & RMF)	Y	
N of Benjamin Blvd, Marisela Sub, Lot 2A, Block 1	822	10/27/2008	From A1 to R-70R and R96	Y	
Block 31, Lots 17-25 High Sierra 16 th filing	Variance 1314	7/1/2020	From 40% lot coverage to 50% in R50 zone to allow duplexes	Y	
Eagle Ridge Subdivision, W of St Andrews Dr	665	2/26/2001	From R96 to R70	Y	

Eagle Ridge Subdivision, W of St Andrews Dr	753	2/14/2005	From R70 & R96 to Public	Y	
Lake Hills 14 th , 15 th , 16 th , 31 st Filing and C/S 793	875	4/25/2011	From CC, P, R60, RMF to R96, R60-R on various lot	Y	
Western Sky Sub	802	5/17/2007	A1 to CC, RMF-R, R50, R70, R96 & Public	Y	Included entire NW section of 160 acres
Lenhardt Sq Sub 1 st Filing, Kind Ave W	829	4/28/2008	A1 to PD	Y	Initial denial of annexation, reversed and conditioned
Lenhardt Sq Sub, PD	909	6/11/2013	Amend PD to allow increase in the max density from 15 du/acre to 20du/acre	Y	Tract 3A of C/S 2063. With underlying zoning PD-MF-R
St Vincent Healthcare, Shiloh Rd and King Ave W	722	5/24/2004	A1 to PD	Y	PD for healthcare & Ancillary commercial uses
645 S 48 th St, COS 983	997	9/13/2021	A to MU-PUD	Y	PND incl CMU1, NX2, N2 and P1
2526 Hawthorne Ln	988	2/22/2021	A to R70	N	Did not reach super majority vote



November 1, 2021

City of Billings
Planning and Community Services Department
2825 3rd Ave North, 4th Floor
Billings, MT 59101

RE: The Timbers, First Filing Zone Change Application

To Whom it May Concern,

We have included all documents necessary for a rezoning to occur at what is legally described as Tracts A and B of COS 3795 located in the Northeast Quarter, Southeast Quarter, Southwest Quarter, and Northwest Quarter of Section 19, and the Northeast Quarter of Section 30, Township 1 North, Range 26 East, Principal Meridian Montana, Yellowstone County Montana. This area contains approximately 316.71 acres of land that is currently zoned, Zone A – Agriculture 10 or more acres within Yellowstone County zoning. We are requesting to rezone this property to three different zoning districts within the City of Billings new Re:Code zoning. These zonings are N3 – Suburban Neighborhood Residential, NX1 – Mixed Residential 1, and NMU – Neighborhood Mixed-Use.


On September 17, 2021 notifications were sent to all parties that were included on the certified list. This notification was provided 10 calendar days before the rezoning meeting occurred. The rezoning meeting was held via Microsoft Teams meeting on September 27, 2021. Due to numerous public comments and concerns for elderly members of the community an additional in-person meeting was also offered. This additional mailing was sent on September 23, 2021 to all parties on the certified list informing of both meeting options. The in-person meeting was held on September 28, 2021. This mailing also included a map displaying the area to be rezoned and names of zoning districts.

This submittal contains the following information and supporting documents to facilitate your review:

- Rezoning application
- Radius map
- List of surrounding property owners certified by the Yellowstone County Clerk and Recorder
- Original List for certification submitted to Yellowstone County Clerk and Recorder
- Mailing labels for each certified property owner that received a notification letter
- Certificate of Mailing from the United States Postal Service
- Sample letter of mailing sent on September 17, 2021
- Sample letter of mailing sent on September 23, 2021
- Zone Map sent with mailing on September 23, 2021
- Meeting Notes from September 27, 2021 (contains list of attendees and minutes)
- Meeting Notes from September 28, 2021 (contains list of attendees and minutes)
- Title 10 Zone Change Criteria

Please feel free to reach out to us if you require any additional information or have any concerns.

Sincerely,
IMEG Corp.



Kolten Knatterud, P.E.
Client Executive

Kolten.I.knatterud@imegcorp.com



Anna Vickers
Land Use Planner

anna.m.vickers@imegcorp.com

hsc

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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:** Yellowstone County Zoning - Zone A, Agriculture 10+ Acres

2. **Written description of the Zone Change Plan** including existing and proposed new zoning:
Change zoning from County Zone A to City of Billings NX1 - Mixed Residential, NMU - Neighborhood Mixed-Use and N3 - Suburban Neighborhood Residential

3. **Subject Property Map:** please attach to this form

4. **Legal Description of Property:**
Tracts A and B of COS 3795 located in the NE1/4, SE1/4, SW 1/4 and NW1/4 of Section 19, and the NE1/4 of Section 30 Township 1 North, Range 26 East, Principal Meridian Montana, Yellowstone County Montana

5. **Neighborhood Task Force Area:** Yes /// No. If Yes, Name of Task Force and mailing address of Chairperson:

6. **Roster of persons who attended the pre-application neighborhood meeting:** please attach to this form

7. **A copy of the meeting notice.** please attach to this form

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 27, day of September, 2021.
 - 2) The zone change application is based on materials presented at the meeting.

Owner (s): Ali and David Mitchell Telephone: _____
Address: 1655 Valley Heights Road Email: d@cbcmontana.com
Billings, MT 59105

Agent (s): Anna Vickers and Kolten Knatterud Telephone: 406-545-6420
Address: 175 N 27th St. Ste. 1312 Email: anna.m.vickers@imegcorp.com
Billings, MT 59101

APPLICATION FORM

CITY ZONE CHANGE Billings Zone Change # _____ - Project # _____

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning Yellowstone County Zoning - Zone A, Agriculture 10+ Acres

Proposed Zoning: City of Billings NX1 - Mixed Residential, N3 - Suburban Neighborhood Residential, and NMU - Neighborhood Mixed-Use

TAX ID# 000D052500 CITY ELECTION WARD N/A

Legal Description of Property: Tracts A & B of COS 3795 Section 19 and 30, Township 1 North, Range 26 E, P.M.M.

Address or General Location (If unknown, contact City Engineering): East of Alkali Creek Rd. North of Airport

Size of Parcel (Area & Dimensions): 316.71 acres

Present Land-Use: Agricultural

Proposed Land-Use: Residential single family and multifamily

Covenants or Deed Restrictions on Property: Yes _____ No X

If yes, please attach to application

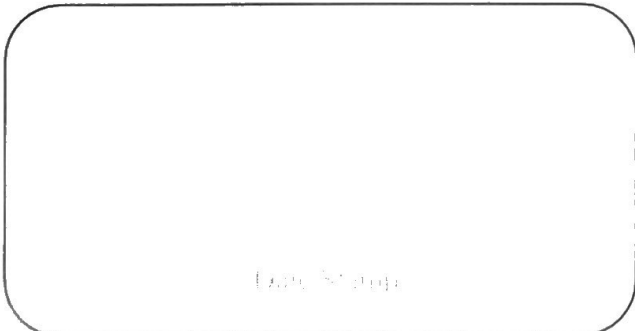
*** Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s): Ali and David Mitchell
(Recorded Owner)
1655 Valley Heights Road, Billings, MT 59105
(Address)
(Phone Number) _____ (email) d@cbcmontana.com

Agent(s): Anna Vickers and Kolten Knatterud/ IMEG Corp.
(Name)
175 N 27th St. Ste. 1312 Billings, MT 59101
(Address)
406-248-9000 (Phone Number) _____ (email) anna.m.vickers@imegcorp.com

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: *Aliison Mitchell* Date: 10/31/21
(Recorded Owner)





Title 10 Zone Change Criteria

1. Whether the new zoning is designed in accordance with the growth policy:
The new zoning is designed in coordination with the growth policy. The property is close to the City of Billings (City) and being annexed into the City. The City is extending water and sewer lines to the development area. The new zoning allows for mixed residential, neighborhood mixed-use, and suburban neighborhood residential.
The new zoning will allow for a strong neighborhood to be part of the City. There will be walkability throughout the neighborhood via sidewalks and a nature trail. By part of the new zoning mixed residential, this zoning promotes a mix in housing options to the community. This promotes prosperity and equal opportunity within the area. The new zoning is compliant with the growth policy and promotes most if not all goals of the growth policy.
2. Whether the new zoning is designed to secure from fire and other dangers:
The new zoning will be secure from fire and other dangers. The property being zoned is currently within Yellowstone County (County) but is being annexed into the City. The City of Billings will be extending City water and sewer lines to the subdivision and the developer extending the water and sewer lines throughout the subdivision. The extension of these water lines will allow for fire hydrant installation throughout the subdivision. The fire hydrants will help City of Billings fire department respond to any fires within the neighborhood, should there be any. The annexation of the subdivision into the city means that emergency services will be provided by the City of Billings and Yellowstone County. This new zoning promotes the land to be developed with good design and safety for the public.
3. Whether the new zoning will promote public health, public safety, and general welfare:
The property will be rezoned to mixed residential, NX1, neighborhood mixed use, NMU, and suburban neighborhood residential, N3. These three districts have setbacks for design. The zonings will promote sidewalks, and streets with safety standards. This new zoning will be within the City of Billings. As the property is annexed and zoned for the City of Billings there will be City water and sewer connections extended to the property. The use

of water and sewer promotes public health and future welfare for the community. The sidewalks also promote health and welfare for citizens. The street standards and setbacks take into visibility and open spaces to promote happiness and safety for residents.

4. Whether the new zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements:
The property being zoned is currently within Yellowstone County but is being annexed into the City of Billings. The City of Billings will be extending City water and sewer lines to the subdivision and the developer extending the water and sewer lines throughout the subdivision. The new zoning does promote adequate transportation, schools, parks, public health, safety and general welfare. The property will be developed in accordance with the zoning and subdivision regulations. By having this property that is being annexed zoned into suburban neighborhood residential, N3, mixed residential, NX1, and Neighborhood Mixed-Use, NMU, this will promote development on the property to have adequate provision for transportation, water, schools, parks, and other public requirements.

5. Whether the new zoning will provide adequate light and air:
The new zoning will provide adequate light and air. This property will have three new zonings. The first zoning is mixed residential, NX1. NX1 intends to allow single-family, two-family, and small-scale multiple-family homes with three to four units. These multiple-family homes are intended to match the scale of scale of single-family homes. This will allow for a mix in housing options within the community but the spacing to provide for adequate light and air.
The second zoning is neighborhood mixed-use, NMU. This zoning is intended to accommodate mixed use that are highly walkable and include stores that are necessary for daily primary needs adjacent to neighborhood residences. Allowing for high walkability promotes public health, safety, and welfare and also allows for adequate light and air.
The third zoning is suburban neighborhood residential, N3. This district promotes single-family homes and includes wide lots with attached garages. This zoning like the others has adequate setbacks and height restrictions. This will allow for adequate light and air throughout the subdivision.

6. Whether the new zoning will affect motorized and nonmotorized transportation:
Currently the property is within Yellowstone County but will be annexed into the City of Billings. This new zoning will promote the standards of development that are applicable to the City of Billings. The new zoning will



require all development on this property to take into account, dependent on size, the impact on motorized and nonmotorized transportation. This property is proposed to be developed as a subdivision. This subdivision is a major subdivision and will have a traffic impact study completed. The roads in the area will have to be upgraded in accordance with the traffic impact study results, City of Billings standards, and MDT standards. So, new zoning will affect motorized and nonmotorized transportation in a positive way by promoting development standards of motorized and nonmotorized transportation.

7. Whether the new zoning will promote compatible urban growth:
The new zoning will promote compatible urban growth by allowing multiple different zoning districts. The new zoning will be for the City of Billings and in accordance with the City of Billings growth policy. The property will be annexed into the City of Billings to allow for compatible urban growth within the area in accordance with City goals.

8. Whether the new zoning considers the character of the district and peculiar suitability of the property for particular uses:
The new zoning was determined by discussions with the City of Billings. The new zoning follows the City of Billings recently implemented new zoning standards. The property will be zoned as mostly suburban neighborhood residential with a small portion of neighborhood mixed use and mixed residential. With the new zoning being mostly suburban neighborhood residential the lot width requirements being the largest of the new zoning standards. The property will be adjacent to agriculture, the airport, and existing subdivisions. The lot sizes of the new subdivision will be larger than many of the other subdivision lot sizes in the area. This larger zoning will provide a good transition between agriculture, the airport, and existing residential.

9. Whether the new zoning will conserve the value of buildings; and
The new zoning will conserve the value of buildings due to the lot sizes the new zoning will encourage on the property. There are no existing buildings on the property. However, future development will follow setbacks, lot, sizes, and development standards offered within the new assigned zoning. These larger lot sizes with mixed residential which offers larger lots for multi-dwelling buildings, will allow for future building value to increase in a time where smaller lot sizes are normally developed.



10. Whether the new zoning will encourage the most appropriate use of land throughout the City of Billings:

The new zoning will encourage the most appropriate land throughout the City of Billings because this new zoning will be within the City of Billings. The property will be annexed into the City of Billings. The City of Billings needs more housing and is extending municipal facilities in the area. This new zoning encourages development near infrastructure. This new zoning will also provide for transition between agriculture, the airport, public land and existing residential within Yellowstone County.



MEETING NOTES

Date	September 27, 2021
Project	Alkali Creek Rezone
Project Number	20006040
Attendees	Anna Vickers, Kolten Knatterud, David Mitchell, Adam Simmons, 406-208-0362, 406-252-1761, 406252-2028, 406-661-9200, 406-671-9467, 406-861-0003, 406-861-4520

Tony Nave, Jerry Glover, Autumn Maddox, Beverly Stonemach, Gary Coch, Sharon Shannon, Shannon Bobby Triam, Henry and Peggy Hilling, Sonya and Mike, John and Barbara Tircoff, Lee Webber, Jerry Copp, Max Griffin, Melissa, Janine Griffin

Kolten: Everyone that received the first invitation, there will be a second meeting tomorrow night in the IMEG office. And you are welcome to that meeting at 5:30 tomorrow. We'll do development team introduction and summary of project. We'll open up to questions and concerns and respond as best we can. I'm Kolten and Anna will be taking minutes.

I'm Max Griffin. And I'm David Mitchell and Max is my father-in-law. My wife Ali and I and max and his wife are developing the property.

Kolten: For the folks logged in this is the property north of airport along alkali creek road. It's about 80-83 acres. The proposed development would have two accesses off of Alkali Creek Road. One being located further to east closer to light blue area on north side of creek itself and second access would be west of where Alkali Creek crosses Alkali Creek Road. With regards to the colors on the map, February went through a zoning code update. The zoning code that was previously from the 70s. So now you will hear from the city about Project ReCode. As part of new code City of Billings rewrote regulations on annexing into the City. Prior you could take the property and zone the entire area as one zoning. The rules are if you are annexing over 10 acres of property must have two zoning types. If you are annexing over 40 acres at least one of the zoning types must be a multifamily or the city calls an NX. The majority is the purple or pink which is N3 which is the largest zoning the city of billings has which is 15,000 or larger sq ft lot. We are showing one area as green which is neighborhood mixed used commercial district. This is corner stores, restaurants, small pockets that go within a subdivision. These are auxiliary residential usages. The blue area is NX1 which is not desired by the group. But this is the lowest multifamily allowed. This NX1 allows up to fourplexes. We want to clarify that neither of the bigger districts are requested. The group is asking for the least dense which is to satisfy the city. The idea is this would likely be patio homes or duplexes. But again, the district allows up to fourplexes. This meeting is the first step in the annexation in rezone process. We are having this meeting tonight, then having another tomorrow night. Then we will submit and go to the zoning board which will allow additional public comment or opportunity. We are looking

at the council decision being in the month of January. At this time, I'd like Max or David to add anything left out.

Max: We've lived out here for as long as Tony Nave maybe not. We are wanting to build a quality neighborhood. People know us and we don't build anything cheap. We are being required to put multifamily in is one we don't take lightly. We are gearing this multifamily towards patio homes. They are at the entrance we feel this is important to the neighborhood. We like being able to separate this area due to the natural creek. We thought best location, that we could put the zoning we are required to have. We widened entrance to 100' so we can buffer area and eliminate being too tight. We are going to put trees in the area to make it look nice. Make the folks in the area to have a backyard they can enjoy.

Kolten: What I would like to do now is anyone that has a comment please state your name and then you could present any questions, concerns or comments and we will try to address.

Tony Nave: I think a lot of the concerns are not with your intentions but what can be done legally. Concerns is we could see by law that fourplexes that are two and a half story in height. I understand the intent isn't to do that, but my comment would be if your intent is to keep it to duplex/patio homes would you consider adding subdivision covenants to make them enforceable by the covenants. And that would alleviate my concerns.

Max: That certainly something we would take a look at. We're really invested in that area for the last 40 years. I think that's a good suggestion we can take a look at that.

John: Max, I have a question when setting up patio homes will that be setup under HOA that you will be in charge of? Or whoever is in demise? That will be under HOA.

Max: And all common ground and preferably all ground would be commonly taken care of.

John: How is water and sewer being paid for?

David: On June 28 the city approved an allotment to our property line. That does not force anyone to be part of the water of sewer. The city is paying for that.

Melissa: Do we have to connect?

Kolten: The sewer and water would be available, but the City does not intend to force annexation upon anyone. If you have a source of water and sewer that works fine for you, you are not forced to annex unless you want to.

David: They will probably stub in something?



Kolten: In conversations with the city their plans are to have a manhole and a fire hydrant that if any of the streets did want to extend then they could. But there is no plan currently.

John: Is there any conversations about Mr. Boyer what his plans are?

David: My only conversation has been with his agent that his intent was to sell 3-4 acres parcels and keep in the county.

Melissa: I wanted to ask about the complex again. I missed the first part.

Kolten: As part of the annexation because we are annexing over 40 acres, we are required to provide multi-family and we are using NX1 which is least dense which the max unit size is a fourplex. So highest density is a fourplex and right now it's patio home or duplex. And there was even conversation into putting this in the covenants. That will be explored further.

Lee: Will the multi-family be owned by the people that live there?

David: Any multi-family there would be some renters there just as any multi-family. But our intention is not to do fourplexes.

Melissa: So, in regards you are building complex, and you are increasing traffic by a lot. My concern is that you know 2-4 kids per family and are you allowing pets. I can see a lot of issues. We already have enough wrecks. My question is there other roads put in? What are we looking at here?

David: I don't think we can put any more roads on Alkali Creek Road. As far as allowing pets, whatever is allowed per city is whatever we allowed. And as far as kids we can't prohibit kids.

Melissa: There is motorcycles going 100 mph. I'm concerned about kids and pets being hit.

Kolten: The yellow puts a path in the yellow area. (Referring to provided zoning map.)

Melissa: You are extending walkway on the bridge or what?

Kolten: This will only be in our development. I will say as part of the subdivision process, we are required to do a traffic impact study. To make sure we have met turning lanes, stop lights, etc. Schools are allowed to comment on whether they have capacity to take on the students. So, the city has those processes in place to address your concerns.

Sonya and Mike: The walkway stops at about Strawberry and ends then. This could be a way to extend the walkway and provide safer transportation.



David: We can't control the sidewalk and walk path, we can only control what's on our property. We are putting sidewalk in our property. You should bring your concerns regarding the sidewalk extension up to the city.

Adam: We have this section of county road that isn't maintained, and it bring up lowest quality from the county. It would be good to have things be all maintained. The county doesn't do any of the stuff but the city does.

Max: We are hoping that anyone that moves in the area will share the concerns that you all have a trail system in that area will be a wonderful idea. We will certainly put ours in and do the best we can.

Adam: I'm hoping it will encourage the rest of us to connect.

Kolten: I do know as part of 3000 ft extension the city is putting in, the city is not going to try and save any of the existing asphalt. The city is going to put in a new full road surface for 3000 feet they are installing. They are planning on that.

Adam: You said the traffic study has been completed and submitted. When will that be shared with you?

Kolten: When it becomes fully public available is the first public meeting that all of that will be public data. It will be available through city website in a couple months. We can discuss that internally if there is any interest in seeing that. The interesting part of that area is the inner belt loop is not numbers as of today plus what city says will be added with inner belt loop project plus what the city says will be added with this project.

Tony: I would like to comment that as one of the residents that has been out here longest. I'm very pleased with what I see on the majority of this subdivision. I think this will be a real asset to the community. It's a beautiful add to the community. Some of the road issues are not your concerns. I like everything except the multi-family.

Max: Thank you Tony; and Ali and David will live there so they'll be very conscience.

Dan: I had a couple of comments. We talked to one of the people from the survey companies that they said one of the 5000 cars per day from inner belt loop. And that will put a lot of pressure on alkali creek road. I'm interested on the rental thing, are you selling the lots to individual people and other contractors to build whatever they want? Is there possibility you could have 29 different contractors? Are you just selling lots over where your big lots are at or are you doing model homes?

David: We are having a design and architecture review committee. That will have an approval of colors and pitches. As far as the smaller area. We don't think we'll have 29 different home builders.



Max: We'll have pretty strict covenants on building types, heights, sizes, and make sure this is a great representation for the neighborhood behind it.

Dan: I see you're starting one building down in the bottom there. What is your timeline to start? What is timeline to break ground?

Kolten: We will be going through the review periods and our hope is to have annexation, rezone, and preliminary plat approval in early January. At that time, it's when infrastructure can be put in the ground. The goal is early 2022 is when infrastructure is put in and allow for spring 2022 and allow final plat to be filed and building construction to be started. The one place you see is David and Ali's home that is being constructed. There will be no more houses going up until final plat is filed.

Dan: Has anyone had any concerns of the water from Alkali Creek? With the high water?

Melissa: My concern is the ground paction and the water. And my concern is when putting sheets of metal down with a hammer and you don't have to use it. It's a big concern there may be no ground under that.

Kolten: The floodplain and wetland are concerns are going through the process with county floodplain and the army core of engineers. The yellow path is within 100-year floodplain area. We cannot do anything there. If you walk the site, you will see what it is floodplain. The floodplain does align well if the bench and the survey data does corroborate that. With the regards to soils, you are correct. There is clay and gumbo soil. Rimrock Geotech has done a number of soil borings out there. They have made recommendations for structural fill, peers, etc. You're right the standard footing is not acceptable.

Melissa: The culverts are huge. And I would take that into account. And when someone's house floods? Who's responsible? Is it the city or the county?

Max: Having been out there I've seen all the floods. One of the good notes is the airport has put in some of the retention ponds. We've been through some bad floods.

Melissa: The flood rolls down the hill.

Dan: Max and David, I wanted to wish you guys and say I hope everything comes out good.

New: Is this the only NX1 development you are going to do? I know you have 3 phases.

Max: I think we've met the requirement.

Kolten: Yes, that's correct. We have met the requirement. The reason that nothing is being shown south of there we get back into the canyons and a lot of unknown as to



what should be city and what should stay in county. Not going into gullies or one of the bluffs.

New: I want to speak, and I've been down here 44 years now. Flooding is mitigated because of ponds at airport. And they built a drainage tube down from sun valley road that's 28inch pipe and a 32-inch pipe. And a lot of problems will be solved by that. I think this development will add to everyone's property value if we can maintain the looks and control that it will add to property value.

Melissa: I think it's a great plan. I'm happy for you guys and I'm excited. I think it's great that you guys are building and not someone else.

Max: We will be your neighbors there and in future.

Sonya and Mike: Question about preserving the night sky?

Kolten: As part of the initial development no streetlights are required because it is a residential development. If any streetlights were put in and probably put in on alkali creek road. There would be night sky requirements for the city street lights. As far as this development there are no streetlights proposed on those interior streets.

John: How long will it take to do first phase?

Max: I'm not planning on being around through whole project.

David: Kolten we anticipate all infrastructure done by next summer? As far as built out, 30-40 lots within the first year hopefully.

Dan: It'll take 5-10 years. I think it'll be fine.

Bobby: I just have a curious question about the Russian olive trees. They are through the area. Will they stay or not?

David: Let me ask if you like Russian olive trees? We are working with Army Corp of Engineers, and we have improve the embankments and will have to remove some of the Russian olive trees. We do plan to plant trees.

Bev: I have a question. When the city comes through with the water and sewer and we live not directly on alkali. If one or two of us wanted to take advantage of that we would have to pay to have it run up here? Have it run from alkali to our driveway and pay to have it run into our house?

Kolten: Not knowing exactly where your home is to speak generally.

Bev: We are on prickly pear.



Kolten: I guess if you and a number of your neighbors were interested in having that run is the city would have to include that as part of their project and determine value of the section and do what's called a RSID which is a residential subdivision improvement district. You can pay it one time. Or over 20 years of taxes. But it's cheaper to do it with the existing project. The city would expect the property owners to pay.

Bev: How would we find out?

Kolten: Travis Harris is running project. My recommendation would be to reach out and see the process.

Melissa: This doesn't apply to everyone?

Kolten: No, it would have to be a neighborhood lead project. If you are utilizing city services, you'll have to connect. And pay city taxes.

Bev: We would be annexed in?

Kolten: That's where it gets interesting. The city likely won't do it if it's just you. Extending water main to just one person is not feasible. There is a certain percentage of people that would need to want to annex.

Bev: Is it 75% or 50%?

Kolten: That's a city of Billings call I don't know the magic number. You'd need to find out from them.

Tony: I'm signing off.

Kolten: Before we end meeting does anyone have any additional comments? Additional meeting tomorrow at our office if you want any further comments.

Guest: That's in Wells Fargo building on 27th?

Kolten: Yes, 13th floor, suite 1312.

Question: In regard to building process, how long are you planning on living or owning out there?

David: My wife and I have our own home. And the remaining lots will be sold off and we will probably be there long term.





MEETING NOTES

Date	September 28, 2021
Project	Alkali Creek Rezone
Project Number	20006040

Sign in Sheet

Name	Phone #	Email
Bobbie & Dan Tryan	406-208-0362	dantryan@msn.com
Lee Webber	406-861-2195	Lee.webber@DNOW.com
Michael Glunt & Sonya Smith	406-202-1731	Mike_glunt@hotmail.com
Melissa	406-860-7717	melissakernie@yahoo.com

Main Points & Concerns

- Concerns on NW1
 - Can it go somewhere else?
 - Like patio homes-no fourplexes
- Can larger lots have shop?
- How park is being maintained
- Can we be forced to annex?
- Cell & Internet reliability
- Will property taxes go up?
- Concerns about crime rate & drugs
- Nice to have Griffins doing this
- Would like noise ordinance
- Concerns about streetlamps
- Concern about sidewalk along Alkali
- Concerns about vinyl privacy fences
- Making fencing wildlife friendly



Matt Suek-The Timbers Meeting Notes with Tony Nave-Project # 20006040-September 20, 2021

Tony Nave-252-1761 (Home Phone)

Alkali Creek & Foothill Creek Sunvalley 3rd Filing-1518 Alkali Creek-Where he lives.

Former Clerk & Recorder, retired in 2011

Questions

- Density & Subdivision Plan-No exhibit provided
- County resident-Worried about annexation. Wants to stay
 - We will provide update on how annex. effects neighbors
- Current home building & septic situation
 - David & Ali-building currently hooked to city water & sewer
- Opposition to 5,000 SF lots
 - Tony expressed he and others will express opposition to 5,000 SF lots. Doesn't fit with what is there already. Used to be R96. Matt Suek provided subdivision phasing with ariel and zoning exhibit with descriptions of NX1, N3 NMW.

Anna M. Vickers

From: Anna M. Vickers
Sent: Monday, September 27, 2021 6:45 PM
To: 'gordon forster'
Cc: Kolten L. Knatterud
Subject: RE:
Attachments: 2021-09-15.Timbers Zone Exh.pdf

Hi Gordon,

Thank you for submitting your comment. I will be sure to add this to our records for the rezoning. You may have received a second letter there will be an in person meeting held tomorrow at our office in Billings. The address is 175 N27th Suite 1312 (Wells Fargo Building). This will be held in person if you would like to attend you are welcome to attend. I have attached our zoning exhibit for you as well. Just a few quick notes, the City of Billings does require that any parcel that is annexed into the City of Billings over 40 acres in size to have some form of multifamily within. Our developers have chosen the smallest multifamily designation allowed within the City of Billings zoning code. This designation is NX1 and allows for 4plexes as the maximum density. However, it is our developer's intent to keep this area as duplexes or patio homes. You will see this small area in light blue on the attached exhibit. The remainder of the lots are intended as single family homes with the smallest lot size being 18,000 square feet. I hope this helps alleviate some of your concerns. Again, we really do appreciate your comments and intend to add them to our records and submittal to the City of Billings.

Wishing you well!

Anna M. Vickers
Land Use Planner



IMEG Corp.
1817 South Ave West | Suite A | Missoula, MT 59801

(225) 603-1371

anna.m.vickers@imegcorp.com

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This email may contain confidential and/or private information. If you received this email in error please delete and notify sender.

From: gordon forster <bearbutte1@LIVE.COM>
Sent: Monday, September 27, 2021 6:36 PM
To: Anna M. Vickers <Anna.M.Vickers@imegcorp.com>
Subject:

CAUTION: Email originated outside of the organization.

Re: zone change , The Timbers

I appreciate the opportunity to express my concern with the proposed zoning of Phase 1 of the above proposal. This area with lots sold would be fine with the exception, to me, are way too small for what one can build on it. We purchased our home on HillTop Road with 12000 sf and that is the smallest in this neighborhood. This zone q would change the complexion of this entire area. Too I am aware of other landowners that would like to zone their properties with this small area allowed.

Thank you for accepting these thoughts concerning the zone change.

Gordon Forster , 1532 FootHill Dr.

Anna M. Vickers

From: Anna M. Vickers
Sent: Thursday, October 7, 2021 3:34 PM
To: morscheckbonnes@gmail.com
Cc: Kolten L. Knatterud
Subject: Alkali Creek Zoning

Hi Bonne,

Thank you for reaching out regarding the zoning information. I'm sorry you were not available for the two meetings we held. The zoning explanations are listed out below.

- Zone NX1 (Aqua): Mixed Residential 1 – single-family, two-family, and small scale three to four unit homes. The Multi-family homes are intended to match the scale of the neighborhood single-family homes with similar characteristics such as building width, parking, and garage locations.
- Zone N3 (Magenta): Suburban Neighborhood Residential – single-family homes of the largest lot size allowed in City of Billings zoning with one primary dwelling. This includes wide lots and attached garages.
- Zone NMU (Lime): Neighborhood Mixed-Use - located primarily along neighborhood corridor this area is designed to be highly walkable and accessible to pedestrians, ground story use focuses on daily needs for the adjacent neighborhood residents such as personal services, small restaurants, or corner store.

Other important notes from the meeting were as follows.

- Your house will not be required to annex into the City of Billings just because this subdivision will be in the City of Billings.
- Traffic studies have been performed and will be made available to the public when the City of Billings reviews the subdivision and releases information.
- The yellow area is a park with a walking path. All roads within our subdivision will have walking paths. Connecting to existing City paths outside of the property will be the City's responsibility if they chose to do so.

Cordially,
Anna M. Vickers
Land Use Planner



IMEG Corp.
1817 South Ave West | Suite A | Missoula, MT 59801

(225) 603-1371

anna.m.vickers@imegcorp.com

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ORDINANCE 21-_____

AN ORDINANCE OF THE CITY OF BILLINGS,
PROVIDING THE ZONE CLASSIFICATION ON portions of
Tracts A and B of C/S 3795, to be known as the Timbers
Subdivision, 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. **Tracts A and B of C/S 3795** is presently zoned **Agriculture (A)**, a county zoning district, 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. Phase 1 of the annexation and PND includes a (this ordinance). Phase 2 of the PND consists of 56.62 acres within Tracts A and B . The zoning master plan includes zoning for that will be adopted by separate ordinance at the time Phase 2 and Phase 3 are annexed. The Resolution of Annexation for Phase 1 references Phase 2 as a future development. This ordinance also references the Zoning Master Plan for Phase 2 and Phase 3 for the PND. This ordinance references the zoning master plan for the PND, that shows four zone districts including **Suburban Neighborhood Residential (N3), Mixed Residential 1 (NX1), Neighborhood Mixed Use (NMU)** and **Public 1, Parks and Recreation (P1)**.

Section 4. ZONE DISTRICT AMENDMENT. The official zoning map is hereby amended and the zoning for 56.62 acres of land within **Tracts A and B of C/S 3795** as shown on the attached Zoning Master Plan, a **104.42 acre parcel within these two Tracts, and** is hereby changed from **Agriculture (A)**, to **Suburban Neighborhood Residential (N3), Mixed Residential 1 (NX1)** and **Public 1, Parks and Recreation (P1)** as shown on the attached Planned Neighborhood Development exhibit, Phase One,

and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Suburban Neighborhood Residential (N3), 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 10th day of January, 2022.

PASSED, ADOPTED and APPROVED on second reading this 24th day of January, 2022

CITY OF BILLINGS

BY: _____

William A. Cole, Mayor








Attest:

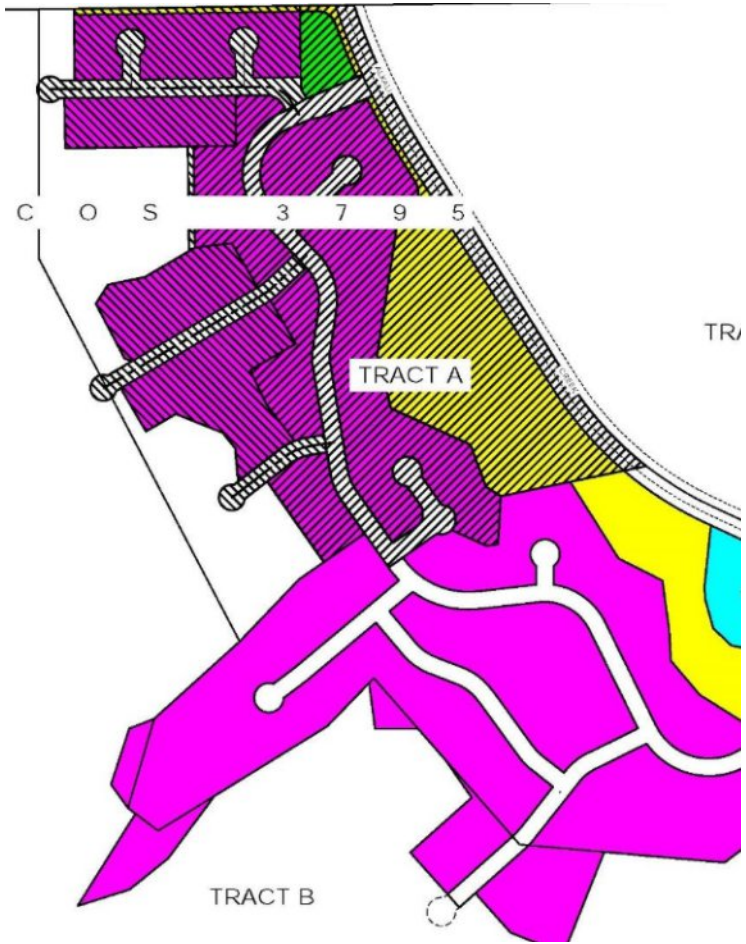
BY: _____

Denise R. Bohlman, City Clerk

Zone Change 1003, The Timbers C/S 3795 Tracts A and B

Zone Change 1003 – Exhibit

- ZONE NX1  4.9 AC / 215,178 SF TOTAL
- ZONE N3  64.1 AC / 2,792,872 SF TOTAL
- ZONE NMU  0.9 AC / 39,500 SF TOTAL
- PARK  14.7 AC / 639,893 SF TOTAL
- PHASE 1 
- PHASE 2 
- PHASE 3 



City Council Regular

Date: 01/10/2022
Title: Development Agreement with Alkali Timbers, LLC.
Presented by: Debi Meling
Department: Public Works
Presentation: No

RECOMMENDATION

Staff recommends that the City Council approve the Development Agreement with Alkali Timbers, LLC.

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

City Council will consider annexation of The Timbers, a proposed residential subdivision. The property proposed to be annexed is located along Alkali Creek Road south of Skyway Drive. Alkali Timbers, LLC. desires to develop the property as a residential subdivision. Typically, as a condition of approval of the annexation, the property owner enters into a Development Agreement with the City of Billings outlining necessary public improvements. The Development Agreement outlines the off-site improvements necessary for development, including access to the site, construction of water and sanitary sewer, and storm drain. The Development Agreement provides for City required off-site improvements should the property be annexed and developed without a subdivision plat. The development agreement for this Council action generally includes the following conditions or improvements:

- Requirement for extension of water and sanitary sewer main through site with possible compensation for over-sizing of utilities;
- 60-foot-wide half right-of-way dedication required along Alkali Creek Road;
- Cash contribution for curb and gutter and street widening of Alkali Creek Road along property frontage;
- Construction of a public 10-foot-wide multi-use trail along Alkali Creek Road or through the property parallel with Alkali Creek Road;
- Outlines requirements for traffic impact study; and
- Details phasing of annexation of the property.

ALTERNATIVES

City Council may:

- If the annexation is approved, then approve the Development Agreement with the property owner; or
- Not approve the Development Agreement. If the agreement is not approved, the responsibility for infrastructure improvements would be in accordance with policies in place at the time of development.

FISCAL EFFECTS

There are several requirements of the Development Agreement that would not be required upon site development. Section 5 requires the dedication of public right-of-way, if needed. If the site develops without subdividing, the City would not be able to acquire additional right-of-way for Alkali Creek Road. Section 7 requires construction of a 10-foot wide multi-use trail along Alkali Creek Road. If the site develops without subdividing, the City would not be able to require the construction of the trail.

The financial impact of the remainder of the agreement is dependent on policy changes that may occur before development. If development occurs before any changes to the City's development policies, there would be no financial impact. If development occurs after City development policies change, the financial impact would be dependent on the changes.

Attachments

Development Agreement

Exhibit A

Exhibit B

Return to:
City Engineer's Office
2224 Montana Avenue
Billings, MT 59101

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this ____ day of _____, 20____, by and between ALKALI TIMBERS, LLC, 1655 Valley Heights Road, Billings, MT 59105 hereinafter referred to as "DEVELOPER," and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, 210 North 27th Street, Billings, Montana, 59101, hereinafter referred to as the "CITY." DEVELOPER and CITY are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties."

WHEREAS, DEVELOPER is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

Portions of Tracts A and B of COS 3795, Section 19, T01N, R26E, described in detail by Metes and Bounds on Exhibit A.

Above referenced property is hereinafter referred to as "Developer Tract"

WHEREAS, DEVELOPER has submitted to the City a Petition for Annexation to the City for Developer Tract; and

WHEREAS, DEVELOPER desires to annex Developer Tract to the City; and

WHEREAS, DEVELOPER is proposing to develop the Developer Tract in phases over time; and

WHEREAS, CITY has approved the Petition for Annexation by Resolution No. _____ for the Developer Tract contingent upon a Development Agreement being executed between CITY and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties do hereby agree as follows:

1. Roads and Access. The Developer Tract will be accessed by way of two separate street or driveway approaches from Alkali Creek Road as approved by the City.
2. Sanitary Sewer. The Developer Tract will be served by extending a sanitary sewer main along Alkali Creek Road to the southeast corner of Developer Tract by the City. Sanitary sewer shall be extended internally through the property at Developer expense generally parallel to Alkali Creek Road to the northeast corner of Developer Tract. The size and depth of the sanitary sewer main shall be determined by the City. Developer can submit a compensation agreement for oversizing of sanitary sewer to the City for consideration.

DEVELOPER shall be responsible for payment of the City wastewater system development fee prior to the issuance of any building permits.

3. Water. The Developer Tract will be served by extending a water main along Alkali Creek Road to the southeast corner of Developer Tract by the City. Water shall be extended internally through the property at Developer expense generally parallel to Alkali Creek Road to the northeast corner of Developer Tract. The size of the water main shall be determined by the City. Developer can submit a compensation agreement for oversizing of water to the City for consideration.

DEVELOPER shall be responsible for payment of the City water system development fee prior to the issuance of any building permits.

4. Storm Drain. The DEVELOPER will manage storm drainage within the Developer Tract in accordance with the City of Billings Stormwater Management Manual (2018).
5. Right-of-Way. Public Right-of-Way will be dedicated to the City of Billings in accordance with the 2018 Billings Urban Area Long Range Transportation Plan and in accordance with the City of Billings Subdivision Regulations. Developer will be required to dedicate a 60-foot wide half right-of-way along Alkali Creek Road.
6. Street Construction, Widening and Sidewalks. DEVELOPER will be required at the time of development to provide a cash contribution for curb and gutter and street widening of Alkali Creek Road along the property frontage to an equivalent residential street width (34-foot back of curb to back of curb), and given credit for the existing asphalt in place.

7. Multi-use Trail. DEVELOPER will be required to construct a 10-foot wide asphalt multi-use trail either along Alkali Creek Road or through the Developer Tract within a public easement for the length of the Developer Tract.

The development shall be responsible for the maintenance of the sidewalk and/or trail after construction.

8. Future Intersection Contributions. A traffic impact study will be performed at the time of future subdivision and/or development to determine DEVELOPER contributions to future intersection improvements. The preparation of the traffic impact study and any fees to mitigate impacts to future intersection improvements will be at the expense of the DEVELOPER.
9. Other Public Improvements. For any other improvements not specifically listed in this Agreement, the CITY shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, street construction and paving, curb, gutter, sidewalks, driveways, storm drainage, and street lighting. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof. All of the Developer properties can be included in a Special Improvements District for improvements identified in Development Agreement regardless of location of individual properties in relation to the improvements.
10. Annexation. DEVELOPER will annex the property in three separate phases as shown in Exhibit B.
 - a. Phase 1 shall be considered annexed effective immediately upon approval of the mutually agreed upon Development Agreement.
 - b. The DEVELOPER or the City may initiate completion of Phase 2 and phase 3 annexations. If a written request from the DEVELOPER is not received by the timeframes identified below, the City will take action to execute completion of the remaining phases. If the DEVELOPER wishes to execute the annexation sooner than the timeframes identified, a written request will be submitted to the Planning Division. The request shall refer to the document number of the annexation resolution on file with the Yellowstone County Clerk and Recorder and expressly state the DEVELOPERS desire to immediately include the property within city limits to be developed in accordance with the Planned Neighborhood Development. Since both phases were included in the original petition,

no new annexation petition fees will be collected by the Planning Division. Further, in no circumstance shall development of any kind commence prior to the City accepting the written request and providing notification to the Department of Revenue (DOR), City of Billings Geographic Information Services (GIS) and the Yellowstone County Clerk and Recorder.

If the Phase 2 written request has not been submitted within three years of the date of this Resolution, the property will automatically be included in the City Limits. The City will initiate this process through notification to the DOR.

If the Phase 3 written request has not been submitted within seven years of the date of the Annexation Resolution, the property will automatically be included in the City Limits. The City will initiate this process through notification to the DOR.

- c. If the conditions of annexation are not satisfied, or the DEVELOPER requests changes inconsistent with the approval in the Resolution of Annexation, any new requests for the property legally described within this resolution shall be processed as a new petition of annexation.

Phase II will be annexed effective January 10, 2025, or earlier upon written request of the DEVELOPER.

Phase III will be annexed effective January 10, 2029, or earlier upon written request of the DEVELOPER.

11. Compliance. Nothing herein shall be deemed to exempt the Developer Tract from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.
12. Runs with Land. The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
13. Attorney's Fees. In the event it becomes necessary for either Party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.

14. *Amendments and Modifications.* Any amendments or modifications of this Agreement 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 have executed this Agreement as of the day and year first above written.

“DEVELOPER”

ALKALI TIMBERS, LLC.

By: _____

Title: _____

STATE OF MONTANA)

:ss

County of Yellowstone)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as _____ of DEVELOPER, and who acknowledged to me that said DEVELOPER executed the same.

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

Notary Public in and for the State of Montana

Printed name: _____

Residing at: _____

My commission expires: _____



Exhibit A




Metes and Bounds for Annexation and Rezoning Phases

PERIMETER DESCRIPTION OF PHASES 1, 2 AND 3

AN IRREGULAR SHAPED PIECE OF LAND BEING A PORTION OF TRACTS A AND B OF CERTIFICATE OF SURVEY NO. 3795, RECORDED AS DOCUMENT NO. 3985813, RECORDS OF YELLOWSTONE COUNTY, LOCATED IN THE NE1/4, SE1/4, SW1/4 AND NW1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 26 EAST, PRINCIPAL MERIDIAN MONTANA, YELLOWSTONE COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT A OF CERTIFICATE OF SURVEY NO. 3795 AND BEING A POINT ON A NON-TANGENT CURVE HAVING A RADIAL BEARING OF $N71^{\circ}37'00''E$, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE EASTERLY BOUNDARY OF SAID TRACT A: AN ARC DISTANCE OF 533.97 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT, OF RADIUS 2200.00 FEET AND DELTA $13^{\circ}54'23''$ TO A POINT ON A TANGENT LINE; THENCE ALONG SAID TANGENT LINE, $S32^{\circ}17'23''E$, 940.43 FEET TO A TANGENT POINT OF CURVATURE; THENCE AN ARC DISTANCE OF 656.28 FEET ALONG SAID TANGENT CURVE TO THE LEFT, OF RADIUS 1150.00 FEET AND DELTA $32^{\circ}41'51''$ TO A POINT ON A TANGENT LINE; THENCE ALONG SAID TANGENT LINE, $S64^{\circ}59'13''E$, 748.64 FEET TO A TANGENT POINT OF CURVATURE; THENCE AN ARC DISTANCE OF 234.95 FEET ALONG SAID TANGENT CURVE TO THE RIGHT, OF RADIUS 1400.00 FEET AND DELTA $9^{\circ}36'55''$ TO THE EASTERLYMOST CORNER OF SAID TRACT A; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE COMMON BOUNDARY OF TRACTS A AND D OF SAID CERTIFICATE OF SURVEY NO. 3795: $S34^{\circ}15'15''W$, 385.55 FEET; THENCE $S53^{\circ}25'53''W$, 772.89 FEET; THENCE $N84^{\circ}55'52''W$, 410.18 FEET TO THE CORNER COMMON TO TRACTS A, B AND D OF SAID CERTIFICATE OF SURVEY NO. 3795: THENCE ALONG THE LINE COMMON TO TRACTS B AND D, $S21^{\circ}48'26''W$, 373.20 FEET; THENCE DEPARTING SAID COMMON LINE, $N68^{\circ}11'34''W$, 194.22 FEET; THENCE $N41^{\circ}43'56''W$, 179.96 FEET; THENCE $S48^{\circ}16'04''W$, 72.93 FEET; THENCE $N41^{\circ}43'56''W$, 250.93 FEET; THENCE $N48^{\circ}16'04''E$, 280.00 FEET; THENCE $N34^{\circ}47'53''W$, 154.20 FEET TO A POINT ON THE LINE COMMON TO SAID TRACTS A AND B; THENCE ALONG SAID COMMON LINE, $N41^{\circ}12'34''W$, 143.81 FEET; THENCE DEPARTING SAID COMMON LINE, $S89^{\circ}30'34''W$, 145.84 FEET; THENCE $N07^{\circ}30'20''W$, 157.12 FEET TO A POINT ON THE LINE COMMON TO SAID TRACTS A AND B; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID COMMON LINE: $S44^{\circ}12'09''W$, 204.37 FEET; THENCE $S58^{\circ}12'21''W$, 451.31 FEET; THENCE DEPARTING SAID COMMON LINE, $S36^{\circ}31'50''W$, 263.57 FEET; THENCE $S51^{\circ}08'15''W$, 168.60 FEET; THENCE $S72^{\circ}31'48''W$, 185.49 FEET; THENCE $N32^{\circ}07'15''E$, 369.88 FEET TO A POINT ON THE LINE COMMON TO SAID TRACTS A AND B; THENCE ALONG SAID COMMON LINE, $N53^{\circ}01'08''W$, 31.79 FEET; THENCE DEPARTING SAID COMMON LINE, $N35^{\circ}42'22''W$, 98.92 FEET; THENCE $N18^{\circ}02'15''E$, 200.07 FEET; THENCE $N68^{\circ}55'38''E$, 90.76 FEET TO A POINT ON THE LINE COMMON TO SAID TRACTS A AND B; THENCE ALONG SAID COMMON LINE, $N47^{\circ}52'34''E$, 392.21 FEET; THENCE DEPARTING SAID COMMON LINE, $N43^{\circ}40'41''E$, 292.79 FEET; THENCE $N55^{\circ}00'01''E$, 102.10 FEET; THENCE $N34^{\circ}59'59''W$, 335.00 FEET; THENCE $S52^{\circ}16'44''W$, 77.31 FEET; THENCE $N37^{\circ}43'16''W$, 60.00 FEET; THENCE $N05^{\circ}49'29''W$, 113.49 FEET; THENCE $N38^{\circ}12'19''W$, 67.20 FEET; THENCE $N68^{\circ}12'19''W$, 171.74 FEET:

Exhibit B

- PHASE 1 
- PHASE 2 
- PHASE 3 



PROJECT NO. 20006040	PROJECT NAME THE TIMBERS SUBDIVISION	LOCATION: COS 3795 SECT. 19, T01N, R26E, P. M.M. BILLINGS, MONTANA YELLOWSTONE COUNTY	DATE
	SHEET 1 OF 1	PREPARED FOR DAVID MITCHELL	REVISIONS
SHEET TITLE ZONE EXHIBIT		DESIGNED: <i>KK</i>	DATE
		DRAFTED: <i>GW</i>	
		CHECKED: <i>KK</i>	
		DATE: <i>NOV 2021</i>	

IMEG
 1817 SOUTH AVE. W. STE. A PH. 406.721.0142
 MISSOULA, MT FAX. 406.721.5224
 www.imegcorp.com

DRAWING LOCATION: G:\20006040\DRAWING\DWG\20006040_ZONE_EXHIBIT.DWG

City Council Regular

Date: 01/10/2022
Title: Public Hearing - Ward Boundary Expansion Ordinance First Reading - Annexation 21-14
Presented by: Monica Plecker
Department: Planning & Community Services
Presentation: No

RECOMMENDATION

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

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

David and Ali Mitchell submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located west of Alkali Creek Road. The property is described by a metes and bounds description which is included in the ordinance attached to this report. Only Phase 1 is being included in Ward I at this time. Additional ordinance amendments will be required at the time future phases are annexed. The property is zoned Agricultural Open Space, a county zone that is not recognized by the City of Billings. There is an accompanying zone change application to change the property to Neighborhood PND.

Upon Council approval, this annexation requires a change in the boundaries of Ward I. Two readings are required for this action. The first reading and public hearing is scheduled for January 10. Upon approval the second reading will occur on January 24, 2022.

ALTERNATIVES

City Council may:

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

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

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 I 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 I the following described real property:

AN IRREGULAR SHAPED PIECE OF LAND BEING A PORTION OF TRACTS A AND B OF CERTIFICATE OF SURVEY NO. 3795, RECORDED AS DOCUMENT NO. 3985813, RECORDS OF YELLOWSTONE COUNTY, LOCATED IN THE NE1/4, SE1/4, SW1/4 AND NW1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 26 EAST, PRINCIPAL MERIDIAN MONTANA, YELLOWSTONE COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLYMOST CORNER OF TRACT A OF CERTIFICATE OF SURVEY NO. 3795 ON THE CENTERLINE OF ALKALI CREEK ROAD AND BEING A POINT ON A NON-TANGENT CURVE WITH A RADIAL BEARING OF S34°37'41"W, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE EASTERLY BOUNDARY OF SAID TRACT A: AN ARC DISTANCE OF 234.94 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT, OF RADIUS 1400.00 FEET AND DELTA 9°36'55" TO A POINT ON A TANGENT LINE; THENCE ALONG SAID TANGENT LINE, N64°59'13"W, 748.64 FEET TO A TANGENT POINT OF CURVATURE; THENCE AN ARC DISTANCE OF 261.23 FEET ALONG SAID TANGENT CURVE TO THE RIGHT, OF RADIUS 1150.00 FEET AND DELTA 13°00'54" TO A POINT ON A NON-TANGENT LINE; THENCE DEPARTING SAID EASTERLY BOUNDARY, S78°19'53"W, 505.03 FEET; THENCE S03°16'08"W, 164.11 FEET; THENCE S83°30'07"W, 40.12 FEET; THENCE N65°45'25"W, 128.76 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT HAVING A RADIAL BEARING OF N45°39'08"W; THENCE AN ARC DISTANCE OF 55.66 FEET ALONG SAID NON-TANGENT CURVE TO THE RIGHT, OF RADIUS 50.00 FEET AND DELTA 63°46'57" TO A POINT ON A NON-TANGENT LINE; THENCE ALONG SAID NON-TANGENT LINE, S55°00'01"W, 200.00 FEET; THENCE

N34°59'59"W, 141.40 FEET; THENCE S55°00'01"W, 272.10 FEET, THENCE S43°40'41"W, 292.79 FEET, MORE OR LESS, TO A POINT ON THE LINE COMMON TO TRACTS A AND B OF SAID CERTIFICATE OF SURVEY NO. 3795; THENCE ALONG SAID COMMON LINE, S47°53'34"W, 392.21 FEET; THENCE DEPARTING SAID COMMON LINE, S68°55'38"W, 90.76 FEET; THENCE S18°02'15"W, 200.07 FEET; THENCE S35°42'22"E, 98.92 FEET, MORE OR LESS, TO A CORNER COMMON TO SAID TRACTS A AND B; THENCE ALONG THE COMMON LINE OF SAID TRACTS A AND B, S53°01'08"E, 31.79 FEET; THENCE DEPARTING SAID COMMON LINE, S32°07'15"W, 369.88 FEET; THENCE N72°31'48"E, 185.49; THENCE N51°08'15"E, 168.60 FEET; THENCE N36°31'50"E, 263.57 FEET, MORE OR LESS, TO A POINT ON THE COMMON BOUNDARY LINE OF SAID TRACTS A AND B; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID COMMON LINE: N58°12'21"E, 451.31 FEET; THENCE N44°12'09"E, 204.37 FEET; THENCE DEPARTING SAID COMMON LINE, S07°30'20"E, 157.12 FEET; THENCE N89°30'34"E, 145.84 FEET, MORE OR LESS, TO A POINT ON COMMON BOUNDARY LINE OF SAID TRACTS A AND B; THENCE ALONG SAID COMMON BOUNDARY, S41°12'34"E, 143.81 FEET; THENCE DEPARTING SAID COMMON LINE, S34°47'53"E, 154.20; THENCE S48°16'04"W, 280.00 FEET; THENCE S41°43'56"E, 250.93 FEET; THENCE N48°16'04"E, 72.93 FEET; THENCE S41°43'56"E, 179.96 FEET; THENCE S68°11'34"E, 194.22 FEET, MORE OR LESS, TO A POINT ON THE COMMON BOUNDARY OF TRACTS B AND D OF SAID CERTIFICATE OF SURVEY NO. 3795; THENCE ALONG SAID COMMON BOUNDARY, N21°48'26"E, 373.20 FEET TO THE CORNER COMMON TO TRACTS A, B AND D OF SAID CERTIFICATE OF SURVEY NO. 3795; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE COMMON BOUNDARY LINE OF TRACTS A AND D: S84°55'52"E, 410.18 FEET; THENCE N53°25'53"E, 772.89 FEET; THENCE N34°15'15"E, 385.55 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 56.26 ACRES, MORE OR LESS.

(# 21-14) See Phase 1, Exhibit "A" Attached

2. EFFECTIVE DATE. This ordinance shall be effective either thirty (30) days after second reading and final adoption as provided by law, or upon the effective date of Resolution No. 21-_____ approving the annexation of the above territory, whichever date is later.
3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.
4. 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.

PASSED by the City Council on the first reading this 10th day of January, 2022.

PASSED by the City Council on the second reading this 24th day of January, 2022.

THE CITY OF BILLINGS:

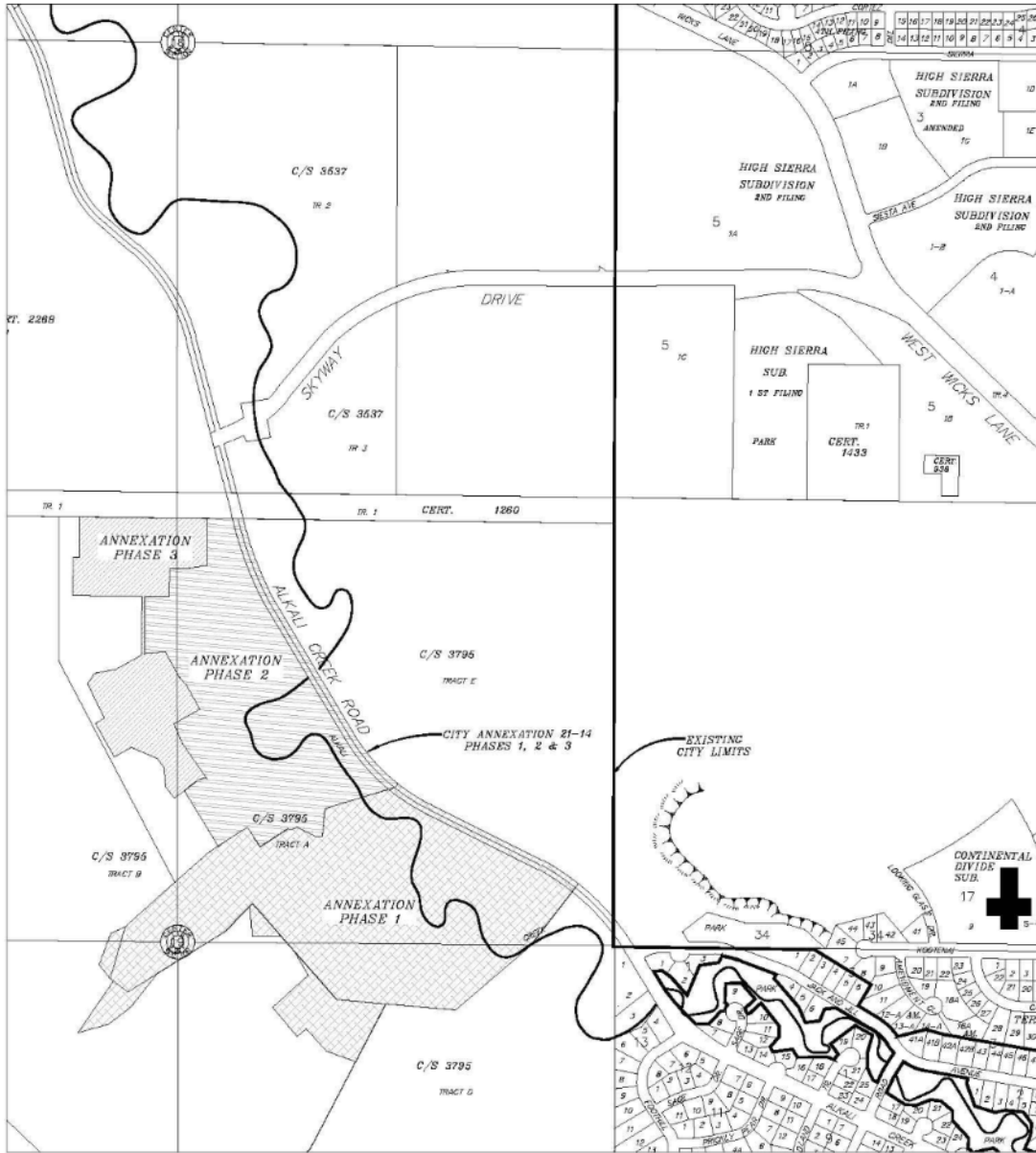
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#21-14)

EXHIBIT "A"



City Council Regular

Date: 01/10/2022
Title: PH - 1st reading Ord. amending BMCC Sec. 2-211 and 2-226 - Council meeting dates
Presented by: Gina Dahl
Department: Legal
Presentation: No

RECOMMENDATION

Staff recommends Council hold a public hearing and approve first reading of the Ordinance amending Sections 2-211 and 2-226, Billings, Montana City Code.

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

At the December 6, 2021, work session, Council directed staff to modify city code to provide for regular business meetings and work sessions be held on Tuesdays instead of Mondays. This change will provide additional time for staff to address council members' questions and concerns about agenda items and packet materials during normal business hours instead of over the weekend. This should result in improved meeting preparation for both staff and Council. This change will also remove a scheduling conflict for citizens who may have an interest in attending both the city council and a school district two meeting since both local boards currently meet at the same time.

A few boards that currently meet on Tuesday's will likely move their meetings from Tuesdays to a different night of the week. This will be the case for the boards involved in the planning process since it is common that staff is needed for both the city council and planning/zoning meetings. Over time, we may see the neighborhood task forces also move their meetings away from Tuesday's. All in all, I believe the positive impact of moving council meetings to Tuesdays will out way the inconvenience of these other meeting shifts.

STAKEHOLDERS

Mayor and Council
City staff
Members of the public

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

There is no cost associated with this change other than to perhaps save staff time and resources that are often expended over the weekend, outside their normal work hours, responding to questions from the Mayor and Council about the agenda materials.

Attachments

Ordinance

ORDINANCE 22-_____

AN ORDINANCE OF THE CITY OF BILLINGS,
PROVIDING THAT THE BILLINGS, MONTANA CITY
CODE (BMCC) BE AMENDED BY REVISING
SECTIONS 2-211 AND 2-226

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

Section 1. That Section 2-211 of the Billings, Montana City Code (BMCC) is amended so that such sections shall read as follows:

Sec. 2-211. Calling to order; quorum.

The city council shall hold a regular meeting for the transaction of city business on the second and fourth ~~Mondays~~ Tuesdays in each month. If the regular meeting falls on a day recognized as a holiday by the city, the meeting will not be held on that date but will be held on the following day. Any regular meeting may be canceled or rescheduled by majority vote of the council at any time prior to the date scheduled for such meeting. Regular meetings shall convene and be called to order by the mayor at 5:30 p.m., unless otherwise ordered.

The mayor or any three (3) councilmembers may request that a special meeting be called. The request shall be submitted to the city administrator who shall prepare the agenda and notice in writing, which notice shall be delivered or mailed to all city councilmembers and the mayor. The notice shall be delivered within a reasonable period of time prior to the meeting. If there is not sufficient time to prepare and deliver or mail the notice, the city administrator, within his discretion, may use whatever means of notification available considering the circumstances. Notice of a special meeting shall be deemed sufficient if given at a regular or special council meeting; provided, that notice in writing shall be delivered to any absent councilmember and the mayor, if absent. At any regular or special council meeting, the city clerk shall proceed to call the roll, and record in the minutes the names of all members present. The mayor shall announce whether or not a quorum is present. A simple majority of the members of the council duly elected and qualified, is necessary to constitute a quorum.

Section 2. That Section 2-226 of the Billings, Montana City Code (BMCC) is amended so that such sections shall read as follows:

Sec. 2-226. City council work sessions.

(a) In addition to its regular business meetings, the city council may also meet for work sessions. The purpose of these meetings shall be to provide an opportunity for the mayor and city councilmembers to hold more in-depth discussions on policy matters, give input or feedback to the city administrator and his staff, and hear presentations on current issues and projects.

(b) Work sessions, if held, will be scheduled on the 1st and 3rd ~~Mondays-Tuesdays~~ of each month at 5:30 p.m.

(c) The city administrator shall prepare the agenda for work sessions to be used in public notices based upon input from the mayor, city councilmembers, and city staff. Work sessions shall be informal meetings conducted by the mayor who may alter the agenda during the meeting based upon the consensus of those present.

(d) The attendance of work sessions by the mayor and city councilmembers shall not be mandatory and attendance will not be taken. No formal action may be taken by the mayor and city council at these proceedings even if a quorum of the city council is present.

Section 3. EFFECTIVE DATE. This ordinance shall be effective March 7, 2022, after second reading and final adoption as provided by law.

Section 4. REPEALER. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 5. 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 10th day of January, 2022.

PASSED, ADOPTED and APPROVED on second reading this 24th day of January, 2022.

CITY OF BILLINGS

BY: _____

William A. Cole, Mayor

Attest:

BY: _____

Denise R. Bohlman, City Clerk

City Council Regular

Date: 01/10/2022
Title: Nomination and Election of Deputy Mayor Pro Tempore
Presented by: Chris Kukulski, City Administrator
Department: City Hall Administration
Presentation: No

RECOMMENDATION

Staff recommends the City Council nominate and then elect by voice-vote a Deputy Mayor Pro Tempore.

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

Section 3.05 of the Billings Charter and Section 2-204 of the Billings, Montana City Code (BMCC) requires a Deputy Mayor and Deputy Mayor Pro Tempore be elected by voice-vote. The election of Deputy Mayor and Deputy Mayor Pro Tempore will be for two year terms. The Deputy Mayor fulfills the Mayor's responsibilities if he/she is unable to do so for any reason. The Deputy Mayor Pro Tempore fulfills the duties of Mayor and Deputy Mayor in the event both are unable to do so.

Billings Charter Section 3.05. Deputy Mayor.

The City Council shall elect at its first meeting following each general election from the Councilmembers a Deputy Mayor, who shall act as Mayor during the absence or disability of the mayor.

BMCC Sec. 2-204. - Election and duties of deputy mayor and deputy mayor pro tempore.

At its first regular meeting following each city general election, the city council shall elect by voice vote one of the councilmembers as deputy mayor. At its first regular meeting of the year following each city general election, the city council shall elect by voice vote one of the councilmembers as deputy mayor pro tempore. Both the deputy mayor and deputy mayor pro tempore shall serve two-year terms. In the absence of the mayor, or the mayor's inability from any cause to discharge the duties of his or her office, the deputy mayor shall preside over meetings and exercise all the power and discharge all the duties of the mayor. In case of the absence or inability of both the mayor and the deputy mayor, the deputy mayor pro tempore shall preside and discharge all of the duties of the deputy mayor. The deputy mayor or the deputy mayor pro tempore, while performing the duties of the mayor, shall serve as the acting mayor, and acts performed by such person while acting as mayor shall have the same force and validity as if performed by the mayor.

ALTERNATIVES

There are no viable alternatives for this item.

FISCAL EFFECTS

There is no direct financial impact associated with this action.
