****ATTENTION****

The City Council meeting will be held in a hybrid format that includes both in-person AND Zoom. Councilmembers may choose to attend the meeting virtually or in person at the **Royal Johnson Community Room at the Billings Public Library, 510 N. Broadway.** In order to honor the Right of Participation and the Right to Know in Article II, sections 8 and 9, of the Montana Constitution, the City of Billings and City Council are making every effort to meet the requirements of the open meeting laws.

Citizens are invited to:

- Review the Agenda Packet on the City's website at: www.billingsmt.gov and click on "Your Government," "City Council," and "Agendas & Minutes".
- View the meeting:
  - On Community 7 TV - Channel 7 or Channel 507 -- Spectrum Cable. *(On evenings when there is a conflict with School District No. 2 Board meetings, the City Council meeting will be broadcast on Channel 8 - Spectrum Cable.)*
  - Online at www.comm7tv.com and click on the "Watch Live" icon. Community 7 also has links to their Facebook page and YouTube channel.
  - On the City's website at www.billingsmt.gov and click on "Watch Meetings Online" on the homepage.
  - In-Person.
  - Virtually via Zoom (see the link below).

Citizens may submit public comment via the following methods:

- Mail: City Clerk, P.O. Box 1178, Billings, MT 59103
- Email: Council@billingsmt.gov.
  - Emails received after 3:00 PM on the day of the meeting, may be posted on the Council's webpage the following day for public viewing.
- Attend the meeting in person.
- Attend the meeting virtually through Zoom by entering the Webinar ID and Passcode indicated below. Click on *Zoom Meeting Instructions* and *Zoom Hybrid Meeting Details* below for more information. The link will allow you to attend, view and participate in the meeting on your computer, laptop or smart phone. (You must have the Zoom App on your device Click Here to Download Zoom App) To provide public comment at the appropriate time, click on the "raise hand" icon located at the bottom of the screen and the moderator will unmute your device.
  - **Don't have a smart phone, computer or laptop?** That's okay -- you can attend a Zoom meeting using your **landline phone.** Call the Zoom phone number, **1.253.215.8782** to join the meeting and follow the operator's instructions. Want to give public comment? Simply *"raise your hand"* by pressing *9 and the moderator will give you permission to speak when it is your turn. **Note this is a long distance toll number and charges may apply depending on your plan.*

- Click Here for City Council Zoom Hybrid Meeting Details and Schedule
- Click Here for Zoom Meeting Instructions for Attendees (as guests)

Webinar ID: 863 3856 1126
Passcode: 077845
Or join by phone: US: +1-253-215-8782

Please contact Denise Bohlman, City Clerk, at bohlmand@billingsmt.gov, or at 406.657.8205, with any questions.

CITY OF Billings

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

CONSENT AGENDA ITEMS 1A1 and 1H REVISED
CITY COUNCIL
REGULAR BUSINESS MEETING

AGENDA

Billings Public Library and remotely via Zoom. Please see coversheet for details and instructions for viewing and participation.

February 14, 2022 **5:30 P.M.**

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Gulick

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

MINUTES:

- January 10, 2022 - PENDING
- January 24, 2022 - PENDING

COURTESIES:

PROCLAMATIONS:

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1 and 2 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. <u>CONSENT AGENDA</u> -- Separations:

A. **Mayor Cole recommends that Council confirm the following appointments:**

1.

	Name	Board/Commission	Term	
			Begins	Ends
1	No Applications	Animal Control Board	02/14/22	12/31/25
2	No Applications	Animal Control Board	02/14/22	12/31/25
3	Blake Wahrlich	Billings BID	02/14/22	12/31/25
4	No Applications	Billings BID	02/14/22	12/31/25
5	George Warmer	Board of Adjustments	02/14/22	12/31/25
6	No Applications	Board of Adjustments	02/14/22	12/31/25
7	No Applications	Board of Adjustments	02/14/22	12/31/25
8	No Applications	Board of Appeals - Architect	02/14/22	12/31/25
9	No Applications	Board of Appeals - Electrician	02/14/22	12/31/25

10	Denise Boggio	Citizen Police Advisory Board	02/14/22	12/31/25
11	Dennis Bear Don't Walk	Citizen Police Advisory Board	02/14/22	12/31/25
12	April Veach	Citizen Police Advisory Board	02/14/22	12/31/25
13	Joe Stout	Citizen Police Advisory Board	02/14/22	12/31/25
14	Chris Simpson	Citizen Police Advisory Board	02/14/22	12/31/25
15	Kristen Lundgren*	Citizen Police Advisory Board*	02/14/22	12/31/25
16	Erin Lambert**	Citizen Police Advisory Board**	02/14/22	12/31/25
17	Mark Hutchinson	Exchange City Golf Cooperation Board	02/1422	12/31/25
18	No Applications	Housing Authority - Family Res. Co	02/14/22	12/31/23
19	Edward Hammer	Housing Authority	02/14/22	12/31/26
20	Johanna Kennedy	Human Relations Commission	02/14/22	12/31/25
21	No Applications	Parking Board	02/14/22	12/31/25
22	No Applications	Parking Board	02/14/22	12/31/25
23	Laura Drager	Parks, Recreation & Cemetery Board	02/14/22	12/31/25
24	Aaron Redland	Public Works Board	02/14/22	12/31/25
25	No Applications	Traffic Control Board	02/14/22	12/31/25
26	No Applications	Traffic Control Board	02/14/22	12/31/25

* Citizens Police Advisory Board (Yellowstone County Substance Abuse Connect)
** Citizens Police Advisory Board (Yellowstone County Continuum of Care)

B. Bid Awards:

1. **Rimtop Drive Overlay Project.** (Opened 1/18/22) Recommend Askin Construction, LLC; $129,720.

2. **W.O. 19-15: 24th Street West-Central Avenue Signal, Turn Lane, and Pedestrian Improvements.** (Opened 12/21/21) Recommend Elcon Corporation; $649,615.30.

3. **W.O. 21-11: Highwood Drive Reconstruction and SID 1411 Park Lane Paving.** (Opened 1/18/22) Recommend Askin Construction, LLC; $1,198,773.91.

4. **W.O. 22-17: WRF Primary Digester No. 1, Cleaning and Improvements.** (Opened 1/18/22) Recommend MP Environmental Services, Inc.; $681,218.

C. **Agreement** with Flash Parking for Parking and Revenue Access Control Equipment upgrade for Empire Garage; not to exceed $150,000.

D. **Agreement** with PreCise MRM for Automatic Vehicle Location System; $31,212 annually for three years with two one-year renewal options.

E. **Agreement** for extraction and treatment of methane gas at the landfill with Montana Dakota Utilities (MDU).

F. **Consultant Services Agreement** for W.O. 22-31: Environmental Monitoring Services with Tetra Tech; $207,984.15.

G. **Purchase** of Airport Terminal Seating from Arconas Corporation; $688,900.

H. **Declaring** surplus property and authorizing the sale of two 2003 HME fire trucks to Belfry Fire Department and Bridger Fire Department; $36,000.

I. **Acceptance** of Annual Federal Aviation Administration Airport Improvement Program Grants for 2022.

J. **Acceptance** of Hazardous Materials Emergency Preparedness Grant for the Montana Regional HazMat teams; $64,100.

K. **Donation** to Fire Department from an anonymous donor for Fire Station 5; $10,000.

L. **Trail Easement** from the Roman Catholic Bishop of Great Falls to the City for construction of a trail north of Rose Park.

M. **West End Hangar Ground Lease,** 25-year term with Beacon Air Group, LLC, October 1, 2021 through September 30, 2046; and rescinding the previously approved West End Hangar Ground Lease with Monarch Limited of Montana, LLC.

N. **Preliminary Subsequent Minor Plat** of St. Vincent Healthcare Subdivision, Amended Lot 2A, Block 4, generally located on Henry Chapple Street between Monad Road and Saint Vincent Way; SCL Health, owner; Sanderson Stewart, agent; conditional approval and adoption of the findings of fact. ** Quasi-Judicial*

O. **Preliminary Subsequent Minor Plat** of St. Vincent Healthcare Subdivision, Amended Lot 6A, Block 1, generally located on northeast intersection of Saint Mary Way and King Avenue West; SCL Health, owner; Sanderson Stewart, agent; conditional approval and adoption of the findings of fact. ** Quasi-Judicial*

P. **Preliminary Major Plat** of Copper Ridge Subdivision, 9th Filing, generally located on the north side of Rimrock Road, west of 70th Street West and west of the existing Copper Ridge Subdivision; WH Copper Ridge 54, LLC, owner; Sanderson Stewart, agent; conditional approval and adoption of the findings of fact. ** Quasi-Judicial*

Q. **Preliminary Major Plat** of High Sierra Subdivision, 21st Filing, generally located north of Annandale Road; High Sierra II, Inc., owner; Sanderson Stewart, agent; conditional approval and adoption of the findings of fact. ** Quasi-Judicial*

R. **Final Plat** of Lake Hills Subdivision, 38th Filing. ** Quasi-Judicial*

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

1. January 3, 2022
2. January 10, 2022
3. January 17, 2022

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. **TAX INCREMENT FINANCING ASSISTANCE** from Downtown Urban Renewal District to Griffin Development for a mixed use 32-unit residential apartment building project located at 2316 1st Avenue North; up to $1,693,050. Downtown Billings Partnership (DBP) Board recommends approval. (Action: approval or disapproval of DBP Board recommendation.)

   - *Presented by: Wyeth Friday, Planning Director and Mehmet Casey, DBA Development Director*

   Recommended Motion: I move to approve the Tax Increment Financing Assistance from Downtown Urban Renewal District to Griffin Development for a mixed use 32-unit residential apartment building project located at 2316 1st Avenue North; up to $1,693,050; with conditions of approval as recommended by the DBP Board.

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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City Council Regular Business Meeting
Meeting Date: 02/14/2022
TITLE: Boards & Commissions Appointments
PRESENTED BY: Chris Kukulski, City Administrator
Department: City Hall Administration
Presentation: No

PROBLEM/ISSUE STATEMENT

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

ALTERNATIVES ANALYZED

Council may:

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

FISCAL EFFECTS

The proposed action has no financial impact.

RECOMMENDATION

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

	Name	Board/Commission	Term	
			Begins	Ends
1	No Applications	Animal Control Board	02/14/22	12/31/25
2	No Applications	Animal Control Board	02/14/22	12/31/25
3	Blake Wahrlich	Billings BID	02/14/22	12/31/25
4	No Applications	Billings BID	02/14/22	12/31/25
5	George Warmer	Board of Adjustments	02/14/22	12/31/25
6	No Applications	Board of Adjustments	02/14/22	12/31/25
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8	No Applications	Board of Appeals - Architect	02/14/22	12/31/25
9	No Applications	Board of Appeals - Electrician	02/14/22	12/31/25
10	Denise Boggio	Citizen Police Advisory Board	02/14/22	12/31/25
11	Dennis Bear Don't Walk	Citizen Police Advisory Board	02/14/22	12/31/25
12	April Veach	Citizen Police Advisory Board	02/14/22	12/31/25
13	Joe Stout	Citizen Police Advisory Board	02/14/22	12/31/25
14	Chris Simpson	Citizen Police Advisory Board	02/14/22	12/31/25
15	Kristen Lundgren*	Citizen Police Advisory Board*	02/14/22	12/31/25
16	Erin Lambert**	Citizen Police Advisory Board**	02/14/22	12/31/25
17	Mark Hutchinson	Exchange City Golf Cooperation Board	02/1422	12/31/25
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24	Aaron Redland	Public Works Board	02/14/22	12/31/25
25	No Applications	Traffic Control Board	02/14/22	12/31/25
26	No Applications	Traffic Control Board	02/14/22	12/31/25

* Citizens Police Advisory Board (Yellowstone County Substance Abuse Connect)
** Citizens Police Advisory Board (Yellowstone County Continuum of Care)

City Council Regular

Date: 02/14/2022
Title: Rimtop Drive Overlay Project Contract Approval
Presented by: Shane Ketterling, Assistant Director of Aviation and Transit
Department: Airport
Presentation: No

RECOMMENDATION

Staff recommends that the City Council approve the award for the Airport's Rimtop Drive Overlay Project to Askin Construction for $129,720.

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

Included in the Airport's Capital Improvement Program for Fiscal Year 2022 was the Rimtop Drive Overlay Project. Rimtop Drive is the road that goes from Highway 3 to the Airport Business Park on the north side of the Airport. This project was previously bid and awarded in February 2021, but due to the contractor going out of business and being unable to perform the work, the project was moved into the current budget year. The Airport did collect on the performance bond, which is covering the increased cost for this project versus last year's bid price. The project was recently re-advertised and bids were received on January 18, 2022. This pavement rehabilitation project will improve the existing two miles of a 25-foot wide, two lane road that provides the only access in to and out of the Airport Business Park. The Business Park is located on the north side of the Airport where numerous businesses and governmental agencies are located, including the BLM Air Tanker Firefighting Base and the BLM Fire Cache. The existing asphalt is over 20 years old and showing signs of deteriorating, breaking apart, and large cracks. This project will require the contractor to overlay the existing asphalt with a P-403 3/4" asphalt wearing course lift, and install pavement markings. This work will provide additional longevity to the pavement surface and significantly improve the safety for vehicles utilizing this Airport access road. The Airport is bidding this project early so that it can be completed by the end of June before the road gets busy with firefighting activity at the Airport's Business Park, typically beginning in July and running through early September.

This project was advertised in the *Yellowstone County News* on December 31, 2021, and January 7 and 14, 2022, and posted on the City and Airport's Websites. On January 18, 2022, the following bids were received:

CONTRACTOR	BID
Askin Construction	$129,720.00
Hardrives Construction	$129,726.26
Knife River Construction	$131,700.00
Wharton Asphalt	$184,168.00

ALTERNATIVES

City Council may:

- Approve the award of the Rimtop Drive Overlay Project to Askin Construction for $129,720; or
- Decline to approve the award, reject all bids, and delay the project.

FISCAL EFFECTS

The low bid for this project is $129,720. Funding for this project is available in the Airport's Capital Account.

City Council Regular

Date:	02/14/2022
Title:	W.O. 19-15 24th Street West-Central Avenue Signal, Turn Lane, and Pedestrian Improvements, Bid Award
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 19-15 24th Street West and Central Avenue Traffic Signal, Turn Lane, and Pedestrian Improvements to Elcon Corporation in the amount of $649,615.30.

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

W.O. 19-15: 24th Street West and Central Avenue Traffic Signal, Turn Lane, and Pedestrian Improvements is a project to widen the west side of 24th Street West on the north side of Central Avenue by constructing a right-turn-only lane addition to 24th Street West. The new turn lane is being added to improve southbound traffic efficiency on 24th Street West and allows southbound traffic to turn right on to Central Avenue more easily. The improvement will reduce cut-through traffic from 24th Street West to Central Avenue through the commercial development located at the northwest corner of the intersection. The project will replace all four traffic signal poles (two are damaged) and improve the turning radius of the southeast corner of the intersection. Additionally, this project will upgrade the signal controller, cabinet, detection, and conduit to allow signal coordination between adjacent traffic signals and promote improved traffic operation. As part of the traffic signal upgrade, the new signal heads will allow more efficient traffic flow and flexible intersection timing operation. The City previously acquired the right-of-way necessary for these improvements in 2021. In summary, the project provides safety and ADA upgrades to the intersection, replaces damaged signal poles, and increases the level of service at the intersection. The contract was advertised on December 3, 10, and 17, 2021, in *The Yellowstone County News* and on the City's website. Staff opened bids on December 21, 2021. Three (3) bids were received and Elcon Corporation submitted the lowest responsible bid.

ALTERNATIVES

City Council may:

- Award W.O. 19-15 24th Street West and Central Avenue Traffic Signal, Turn Lane, and Pedestrian Improvements, to Elcon Corporation in the amount of $649,615.30; or,
- Do not award a contract and reject all bids. If the contract is not awarded, there will not be safety upgrades to the intersection, damaged signal poles will not be replaced, and the level of service at the intersection for south bound traffic on 24th Street West will continue to degrade.

FISCAL EFFECTS

The following bids were received:

Contractor	Bid
Elcon Corporation	$649,615.30
Montana Lines	$688,799.75
Knife River	$759,916.00

The project was budgeted in the amount of $267,000 in FY22 using Arterial funds. The remaining $382,615 will be funded with budget from the annual signal improvement project, also utilizing Arterial Funds. Engineering has identified this intersection as a high priority for the traffic signal funds and there is sufficient budget remaining in the annual signal project for this award.

City Council Regular

Date:	02/14/2022
Title:	Bid Award: WO 21-11 Highwood Drive Reconstruction and SID 1411 Park Lane Paving
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No

RECOMMENDATION

Staff recommends the City Council award a contract for WO 21-11 Highwood Drive Reconstruction and SID 1411 Park Lane Paving to Askin Construction, LLC in the amount of $1,198,773.91.

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

WO 21-11 Highwood Drive Reconstruction is a proposed project, situated between Rimrock Road and Poly Drive, and includes Highwood Drive, Highwood Circle, Circle Drive, and Highland Park Place. The project is included in the City's non-maintainable street program. The intent of this program is to reconstruct streets whose existing asphalt surface has deteriorated to a condition that is beyond the maintenance capabilities of typical pavement preservation methods. The program typically installs other public improvements as necessary, but at a minimum reconstructs the roadway with new asphalt pavement and concrete curb and gutter. The design for WO 21-11 utilizes the existing curb and gutter to the extent practicable, installs new curb and gutter, replaces existing curb and gutter where necessary, and installs new concrete drive approaches and driveways. Subsurface improvements are also included in the design. The project replaces the existing cast iron water mains as they are outdated and undersized to provide fire flow, and installs some new sanitary sewer and storm drain infrastructure.

SID 1411 Park Lane Paving is a proposed project situated on the west side of Highwood Drive, just south of Rimrock Road. The project is included in the City's gravel street program. The intent of the gravel street program is to bring the City's gravel streets up to a paved standard with the installation of new asphalt pavement, concrete curb and gutter, concrete drive approaches, and driveways. This project will construct asphalt pavement, concrete curb and gutter, and storm drain improvements.

WO 21-11 and SID 1411 were bid together as one project due to the close proximity of each project, with the anticipation of cost efficiencies from the effects of scale and construction efficiencies with one single contractor.

The resolution ordering improvements for WO 21-11 Highwood Drive Reconstruction and the resolution to create SID 1411 Park Lane Paving was approved by City Council during the June 14, 2021 council meeting. The project was advertised and bids were opened June 15, 2021. Two bids were received; however the project was not awarded at that time due to unfavorably high bid prices. The project was re-advertised on December 10, 17, 24, and 31, 2021 and January 7, and 14, 2022 in the *Yellowstone County News* and on the City's website. Bids were opened January 18, 2022. Four (4) bids were received. Askin Construction, LLC submitted the lowest responsible combined total bid for WO 21-11 and SID 1411. The 2022 bid total for WO 21-11 and SID 1411 is approximately $430,000 lower than the 2021 bid total.

ALTERNATIVES

City Council may:

- Award WO 21-11 Highwood Drive Reconstruction and SID 1411 Park Lane Paving to Askin Construction, LLC in the amount of $1,198,773.91; or,
- Not Award a contract and reject all bids. If the contract is not awarded, the improvements will not be constructed and Highwood Drive, Highwood Circle, Circle Drive, and Highland Park Place will continue to deteriorate and Park Lane, west of Highwood Drive, will remain a gravel street with continued gravel maintenance costs.

FISCAL EFFECTS

The following bids were received:

Contractor	Bid
Askin Construction, LLC	$1,198,773.91

Warren Transport, Inc. dba Weave Construction	$1,498,687.90
Western Municipal Construction, Inc.	$1,639,172.14
COP Construction LLC	$1,722,535.87

WO 21-11 was budgeted in FY22 using gas tax funds, property owner assessments, water replacement funds, and wastewater replacement funds. Adequate funds are available for this project. Total assessments do not exceed the creation resolution.

SID 1411 was budgeted in FY22 using gas tax funds and property owner assessments (SID). Adequate funds are available for this project. Total assessments do not exceed the creation resolution.

City Council Regular
Date: 02/14/2022
Title: Bid Award: W.O. 22-17 WRF Primary Digester No. 1 Cleaning and Improvements
Presented by: Debi Meling
Department: Public Works
Presentation: No

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 22-17, WRF Primary Digester No. 1 Cleaning & Improvements, to MP Environmental Services, Inc. in the amount of $681,218.00.

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

The W.O. 22-17 WRF Primary Digester No. 1 Cleaning & Improvements project will clean Primary Digester No.1 at the Water Reclamation Facility. The WRF has two primary digesters and one secondary digester. Cleaning the primary digester is scheduled to occur every 5 to 7 years to remove contents that cannot be broken down by natural biological processes. A similar digester cleaning process was completed in 2021 for Primary Digester No. 2. The cleanup has been deferred for several years due to the ongoing construction activities of the multi-year water reclamation plant upgrade project and is overdue. Digester No 1. was last cleaned in 2012. While the digester is taken out of service for cleaning, the following additional maintenance activities will occur:

- The digester contents are continually mixed with digester gas using long 2-inch stainless steel pipes, known as gas lances, that inject gas into the digester at the base of the tank and agitate the digester contents. These components are original equipment from the 1980's and are no longer functioning at their intended capacity and require replacement. Some lances are degraded to the point of not operating and do not delivery gas as intended.
- The digester roof has three large rectangular mixer access openings. These large openings have a two-piece hinged access door, which is prone to leakage, and is starting to deteriorate around the hinge. The metal that is compromised will be removed and the current assembly will be replaced with a one-piece, non-hinged design.
- The perimeter seal around the outer edge of the tank roof seals the metal roof structure to the concrete tank walls. This seal has been repaired in-place over the top of existing seal and will be removed and replaced. This seal is the main gas seal that prevents the hazardous digester gases (which include methane and hydrogen sulfide gas) from leaking out into the atmosphere.
- The exterior tank roof coating has failed and needs to be sand blasted and re-painted before permanent damage to the roof occurs.

The project was advertised on December 17, 24, and 31, 2021, as well as January 7 and January 14, 2022, in the Yellowstone County News and on the City's website. Bids were opened on January 18, 2022. One (1) bid was received, submitted by MP Environmental Services, Inc. This firm completed the Primary Digester No. 2 cleaning and improvements in 2021.

ALTERNATIVES

City Council may:

- Award W.O. 22-17, WRF Primary Digester No.1 Cleaning & Improvements, to MP Environmental Services Inc. in the amount of $681,218.00; or
- Not award a contract and reject all bids. If this project is not constructed, required and overdue maintenance will not be performed and the digester will continue to accumulate non-digestible solids and not achieve proper mixing, leading to operating problems. Failures to replace seals and other sealing components could lead to gas leaks which pose environmental and safety risk, and lead to the digester running outside of state compliance limits. Lastly, delaying roof painting activities could lead to additional roof corrosion and premature roof repair or roof replacement.

FISCAL EFFECTS

The following bid was received:

Contractor	Base Bid
MP Environmental Services, Inc.	$681,218.00

The project was budgeted in FY22 using wastewater operations and maintenance funds. City staff determined the bid was reasonable based on the cost of the work on the other digester last year combined with the additional work necessary on this digester.

City Council Regular

Date:	02/14/2022
Title:	Parking Gate Control System Upgrade for Empire Garage
Presented by:	Tracy Scott, Parking Manager
Department:	Parking
Presentation:	No

RECOMMENDATION

Staff recommends the City Council award a contract for upgrading the parking and revenue access control equipment for the Empire Garage in an amount not to exceed $150,000 to Flash Parking.

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

The current parking and revenue access control equipment in the Empire Garage has been experiencing a rise in equipment failure creating operational and financial concerns. Parking patrons have expressed frustration over the faulty equipment and have become reluctant to use the parking garage. The inbound and outbound flow of traffic has been negatively affected due to the dysfunctional equipment. The company that has been overseeing the maintenance and operations of the garage continue to encounter difficulties working with the parking equipment vendor. Due to the dysfunctional equipment, the parking gate barriers were raised to allow traffic to flow in and out of the garage resulting in loss of revenue for the Parking Department. The parking gate control equipment must be replaced as soon as possible. The other three city parking garages received new gate control equipment in the early fall of 2020. The Parking Division is requesting approval to install the same type of equipment in the Empire Garage. All city parking garages would be operating on the same equipment allowing for more efficient operations and improved customer service.

STAKEHOLDERS

Northern Hotel and Empire Garage Owners Association.

ALTERNATIVES

City Council may:

- Approve the recommendation to award Flash Parking the contract in an amount not to exceed $150,000; or,
- Not Approve the recommendation. If the project is not awarded, the project will need to find another source of funding.

FISCAL EFFECTS

In July of 2020, the City sold TIF bonds ($2,038,253) to fund improvements to the Parking Garages, the one-way to two-way street conversions for North 29th and North 30th, and other eligible City improvements downtown. As a result of the City receiving bids that were better than expected, and the Engineering division managing significant savings on the street project, there is approximately $163K remaining from the bond sale to be used on eligible City improvements within the downtown district. Staff is recommending that these available funds be used to purchase and install the gate control equipment, not to exceed $150,000. The estimate includes parts, labor, and installation.

City Council Regular
Date: 02/14/2022
Title: GPS Automatic Vehicle Location (AVL) System Agreement
Presented by: Jennifer Duray
Department: Public Works
Presentation: No

RECOMMENDATION
Staff recommends that City Council approve the Agreement with PreCise MRM to continue with the Automatic Vehicle Location (AVL) system for three years with two one-year options to renew by mutual agreement.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
Public Works has a large fleet of active vehicle assets that are critical to many of the City's core services. In FY17, Public Works procured an AVL system in order to better protect and utilize these vehicle assets. Subsequently, the Parks and Planning Departments, as well as the Building Division purchased AVL equipment through the Agreement and utilize the AVL software. AVL allows for tracking vehicles individually and collecting and reporting data on their location, history, speed, safety, and other diagnostics. The AVL system enables staff to track and manage assigned work along with an array of parameters such as fuel consumption, de-icer product, snowplow activity, and driving behavior. AVL gives supervisors a real-time look at how and where equipment is allocated, how it is being used, and its status. AVL systems have the potential to save the City significant time and money. Data collected from the AVL hardware in vehicles can help the City correct and improve unsafe driving habits and inappropriate use of City vehicles. AVL can also provide information to refute groundless claims against the City regarding vehicle accidents.

The procurement in FY17 was competed through the Request for Proposals (RFP) process and MarshallGIS was selected. MarshallGIS was purchased by PreCise MRM and both the equipment and the software have performed well for the City. The current Agreement is expiring and because the current AVL system has met the City's needs and purchasing all new hardware would be costly, staff desires to continue utilizing the vendor as a sole source purchase. The pricing was negotiated and compared with other AVL systems. Staff found the pricing to be similar to other systems and the City will be able to avoid the one-time costs that it would have with a new vendor. PreCise MRM's software is a cost-effective proven solution that offers enhanced customer service and accurate and real-time operational data analysis through live map displays and dashboards.

ALTERNATIVES
City Council may:

- Approve the Agreement with PreCise MRM; or,
- Not approve the Agreement. If not approved, City staff would not be able to view any AVL information on vehicles with installed AVL equipment or purchase additional AVL equipment for its fleet.

FISCAL EFFECTS
The City has already invested in AVL hardware; thus, the primary cost under the Agreement is for the annual software subscription. The subscription price is $204 per vehicle per year which is the same price the City has been paying for the previous five years. The breakout for the annual costs at current equipment levels is as follows:

Department or Division	Annual Cost
Building Division	$2,652.00
Parks Department	$4,692.00
Planning Department	$1,632.00
Public Works Department	$22,236.00
Total	**$31,212.00**

The hardware costs for AVL have increased substantially in the past five years and the new equipment prices in the Agreement are approximately double what the prices were five years ago. To add AVL to a new vehicle, the upfront equipment cost is $125 for a standard vehicle. The Building Division, Parks Department, Planning Department, and Public Works Department have included the costs for AVL in their FY22 operating and maintenance budgets.

Attachments

Agreement

CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into _____ by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and Precise MRM, of Boise, Idaho, hereinafter referred to as "**CONSULTANT**."

WITNESSETH:

WHEREAS, the **CITY** proposes to obtain hardware and software required for an Automatic Vehicle Location system and desires to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

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

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

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

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

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

3. PAYMENT: In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** per the prices specified in Exhibit "A."

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

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

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

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

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

5. INDEMNITY:

The **CONSULTANT** SHALL:

A. Indemnify, defend and save **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of **CONSULTANT** or its agents or employees.

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

C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both the **CITY** and the **CONSULTANT**, the **CONSULTANT** shall indemnify, defend, save, and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the **CONSULTANT'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CONSULTANT'S** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:

D. Indemnify, defend and save **CONSULTANT**, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of **CITY** or its agents or employees.

E. Not indemnify, defend, save and hold the **CONSULTANT** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of the **CONSULTANT** occurring during the course of or as a result of the performance of the **AGREEMENT**.

F. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both the **CONSULTANT** and the **CITY**, the **CITY** shall indemnify, defend, save, and hold the **CONSULTANT** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

6. <u>INSURANCE</u>:

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

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

1. Workers' compensation and employer's liability coverage as required by Montana law.

2. Commercial general liability, including contractual and personal injury coverage's -- $750,000 per claim and $1,500,000 per occurrence.
3. Automobile liability -- $1,500,000 per accident.
4. Professional liability in the amount of $1,500,000 per claim.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation.

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

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

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

Specific Insurance Requirements for Cyber/Data Information Security:

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

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

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

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

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

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

A. Qualifications

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

B. Solicitation of Agreement

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

C. Facilities and Personnel

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

D. Subcontracting

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

E. Affidavits of Compliance

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

8. AGREEMENTS OF CITY:

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the **CITY'S** portion of the project as designated in the scope of work.

B. Name a Project Manager who shall be the liaison between the **CONSULTANT** and the **CITY**. For this project, the Project Manager for **CONSULTANT** designated is Rhett Harman and the Project Manager for the **CITY** designated is Jennifer Duray.

9. NONDISCRIMINATION:

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

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

B. The **CONSULTANT** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

   The **CONSULTANT** and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

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

C. The **CONSULTANT** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.

D. The **CONSULTANT** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

E. The **CONSULTANT** shall include the provisions of Subsections A through D of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of the **CONSULTANT** under this **AGREEMENT**.

F. The **CONSULTANT** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

12. **CONFLICT OF INTEREST: CONSULTANT** shall exercise reasonable care and diligence to prevent any actions or conditions which could result **in** a conflict with **CITY'S** interest. During the term of this **AGREEMENT**, **CONSULTANT** shall not accept any employment or engage in any consulting work which creates a conflict of interest with **CITY** or in any way compromises the services to be performed under this **AGREEMENT**. **CONSULTANT** shall immediately notify **CITY** of any and all violations of this Section upon becoming aware of such violation.

13. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.

14. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.

15. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.

16. **TERMINATION OF AGREEMENT:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**.

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

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

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

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

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

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

19. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request.

20. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**. All materials related to this **AGREEMENT** and services provided are considered public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

21. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**.

22. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.

23. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this **AGREEMENT** to retain an attorney to enforce any of the terms or conditions of the **AGREEMENT** or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.

24. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.

25. **MODIFICATION AND AMENDMENTS:** That any amendment or modification of this **AGREEMENT** or any provisions herein shall be made

in writing and executed in the same manner as this original document and shall after execution become a part of this **AGREEMENT**.

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

CITY OF BILLINGS, MONTANA

_____
(PRINT BUSINESS NAME ABOVE)

_____
WILLIAM A. COLE
MAYOR

_____
SIGNATURE

_____
PRINT NAME

APPROVED AS TO FORM:

_____
PRINT TITLE

_____
CITY ATTORNEY'S OFFICE

ATTEST:

_____
DENISE BOHLMAN, CITY CLERK

EXHIBIT A

SCOPE OF WORK AND PRICING

Consultant currently provides the City of Billings a GPS Automatic Vehicle Location (AVL) System with equipment installed in 153 vehicles which allows the City of Billings to track vehicles accurately and without interruption of coverage. Consultant will continue to provide the AVL System as described. Consultant will supply additional equipment for vehicles as requested by the City of Billings. Consultant will provide maintenance and support services for software and all equipment during the term of the agreement. Software is required to interface to Cityworks. Vendor will provide training to staff regarding installation of AVL equipment and use of software, if required by the City of Billings.

The following is the agreed upon pricing for the System:

Annual Software Subscription	$204 per vehicle per year
AVL Hardware Setup and Activation	$125 per vehicle
Auxiliary Equipment Sensors	
Tilt Switch Kit	$70
Proximity Switch Kit	$150
Pressure Switch Kit	$205
Precise MRM ARC Sensors	
Wireless (with screen & power cable)	$750
Wireless (with screen, power cable, & output cable)	$820
Wired (with screen, power cable, & output cable)	$925
Wired (without screen, power cable, and output cable)	$630
Arc Sensor Mount	$36
Driver ID Equipment	$50 per vehicle
Training	Included
Ongoing Support	Included
Annual Maintenance for Cityworks	$1,000

City Council Regular

Date:	02/14/2022
Title:	Methane Gas Agreement with Montana Dakota Utilities
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No

RECOMMENDATION

Staff recommends that City Council approve the agreement with Montana Dakota Utilities.

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

The City of Billings and Montana Dakota Utilities (MDU) entered into an agreement in 2008 to capture methane from the landfill and process it for sale. The agreement has expired and a new agreement needs to be executed. Over the last 13 years, there have been changes in the regulatory air quality limits that the landfill must meet. Because the landfill air quality is now being regulated, additional facilities need to be added to the system. The agreement details which entity is responsible for design, construction, and monitoring of the facilities as well as how operations will be managed to ensure the City landfill methane levels remain under the required limits. General terms of the agreement are as follows:

Design, construction and operation of gas plant expansion and upgrades - MDU
Design, construction and operation of new production wells - MDU
Design, construction and maintenance of mitigation wells - City
Operation of mitigation wells - MDU
Design and construction of compliance flare - City
Operation of compliance flare - MDU (City to reimburse operations cost)
Common source Title V permit - City and MDU
Compliance plan for operations - MDU
Revenue share - 15% City/85% MDU

The agreement also contains language about insurance, indemnification, termination and other issues that were in the original agreement. The termination section states that if the agreement is terminated by the city before 30 years, the City will be required to purchase the RNG facility from MDU for a defined value.

ALTERNATIVES

City Council may:

- Approve the agreement; or,
- Not approve the agreement. If the agreement is not approved, the city would need to find an alternative way to extract and treat the methane gas to ensure compliance with DEQ Title V air quality requirements.

FISCAL EFFECTS

The MDU gas plant has been operating at the Billings Landfill for the last 10 years. Over that time, the revenue generated for the City has been just over $3M which accounts for 15% of the revenue. With the improvements being proposed in this agreement, the revenue is projected to increase. Initial calculations suggest that the City could receive approximately $400,000 annually, depending on gas production and the market price for gas. The City's responsibilities to construct the compliance flare and the mitigation wells per this agreement will likely cost between $1M and $2M. However, if this agreement was not in place, the City would still need to meet the DEQ Title V air quality requirements which would include the installation of the compliance flare, mitigation wells and the remainder of the wells that are planned for installation by MDU.

Attachments

Agreement

AMENDED AND RESTATED
LANDFILL GAS SALES AGREEMENT

This AMENDED AND RESTATED LANDFILL GAS SALES AGREEMENT ("Agreement"), dated as of _____, 2021, is by and between the **City of Billings** ("City"), a Montana municipal corporation, and **Montana-Dakota Utilities Co.**, a corporation organized under the laws of Delaware ("MDU").

WITNESSETH:

WHEREAS the City owns a landfill site that contains methane gas located at Sections 29 and 30, Township 1 South, Range 26 East, Yellowstone County, Montana ("Landfill").

WHEREAS MDU wants to, if economically feasible, extract, condition, transport and purchase the methane gas for commercial use; and

WHEREAS the City is willing to allow MDU to extract, condition, transport and purchase such methane gas on the terms and conditions hereinafter set forth.

WHEREAS such binding agreement was previously executed in the form of a certain Landfill Gas Sales Agreement between the parties and dated and effective August 25, 2008, as previously amended (the "Prior Agreement"), and the Parties now desire to amend and restate the Prior Agreement to reflect the terms stated in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein,the Parties agree as follows:

SECTION 1 - DEFINITIONS

1.1 **Certain Definitions.** For purposes of this Agreement, unless the context clearlyindicates otherwise, the following terms shall have the following meanings:

1.1.1 **"Active Gas Collection System"** shall mean all Mitigation Wells, the Mitigation Collection System, Perimeter Wells, RNG Production Wells, and the RNG Collection System that are not located within the RNG Production Facility or the Compliance Flare. Exhibit 3 of this Agreement contains as list of equipment included in the Active Gas Collection System.

1.1.2 **"Compliance Flare"** shall mean all equipment and piping located on the Compliance Flare site location. Exhibit 3 of this Agreement contains a list of equipment included in the Compliance Flare.

1.1.3 **"Landfill"** shall mean the Billings Regional Landfill owned by the City located at Sections 29 and 30, Township 1 South, Range 26 East, Yellowstone County, Montana.

1.1.4 **"Facilities Easement Agreement"** means the easement agreement between the City and MDU dated August 25, 2008, and attached hereto as Exhibit 2.

1.1.5 **"Facilities"** shall mean the Active Gas Collection System, RNG Productions Facility, and Compliance Flare installed by MDU or the City at the Landfill required for the extraction, conditioning, recovery, metering, transportation of methane gas, and compliance activities in accordance with this Agreement. The Facilities are more particularly described in Exhibit 3.

1.1.6 **"Force Majeure"** shall have the meaning set forth in Section 13.2.

1.1.7 **"MDU Indemnitees"** shall have the meaning set forth in Section 12.3.

1.1.8 **"MDU Personnel"** shall have the meaning set forth in Section 11.2.

1.1.9 **"RNG Production Facility"** shall mean all equipment and piping contained within the RNG production site location. Exhibit 3 of this agreement contains a list of equipment included in the RNG Production Facility.

1.1.10 **"Prudent Practice"** shall mean the exercising of the same degree of care and control considered reasonable in similar circumstances by other entities of a size comparable to the City or MDU as the case may be, when confronting the same or similar circumstances. In applying the standard of Prudent Practice, equitable consideration should be given to the circumstances, the complexity of the equipment or the tasks involved, the facts known by the Parties at the time, the fact that neither Party is in a position or in the business of being an insurer or guarantor, the then current state of technology, and with respect to MDU's Facilities at the Landfill, recognizing that the equipment will not always operate as designed and that construction and erection of equipment will not alwaysbe performed perfectly with the result that modifications and improvements may have to be made and sometimes at substantial cost to MDU.

1.1.11 **"Methane Gas Payment"** shall have the meaning set forth in Section 4.1.1.

1.1.12 **"Mitigation Collection System"** shall be all installed gas collection piping by the City of Billings for the purpose of compliance and will be connected to the Compliance Flare. Exhibit 3 of this Agreement contains a list of equipment included in the Mitigation Collection System.

1.1.13 **"Mitigation Wells"** shall be temporary horizontal wells that are installed in active areas of the landfill by the City for the purpose of Compliance. The Mitigation Wells will initially be connected to the Mitigation Collection System and the Compliance Flare for the purpose of the City's emission compliance control but may be individually connected to the RNG Collection System if the quality of gas being produced by the Mitigation Well is sufficient. Exhibit 3 of this Agreement contains a list of equipment included in Mitigation Wells.

1.1.14 "**Perimeter Wells**" shall be vertical wells that are installed by the City for the purpose of controlling migration of methane from the landfill. The Perimeter Wells shall be connected to the Mitigation Collection System and the Compliance Flare. Exhibit 3 of this Agreement contains a list of equipment included in Perimeter Wells.

1.1.15 **"RNG Production Wells"** shall typically be vertical wells that are installed after a phase is capped or near complete and/or existing horizontal wells previously installed by MDU during waste filling. The RNG Production Wells will be typically connected to the RNG Collection System and the RNG Production Facility. Exhibit 3 of this Agreement contains a list of equipment included in RNG Production Wells.

1.1.16 **"RNG Collection System"** shall be all installed gas collection piping by MDU for the purpose of collecting methane for the purpose of RNG production and will connected to the RNG Production Facility. Exhibit 3 of this Agreement contains a list of equipment included in the RNG Collection System.

1.2 **Other Terms.** References herein to Exhibits are to the Exhibits attached to this Agreement which are incorporated into this Agreement by this reference. Other terms used in this Agreement are defined in the context in which they are used and shall have the meaning therein indicated.

SECTION 2 - TERM

2.1 **Initial Term.** The Initial Term of this Agreement shall commence on the Effective Date, and shall terminate ten (10) years thereafter, unless earlier terminated as provided herein.

2.2 **Extension.** The Agreement shall automatically renew at the end of the Initial Term for successive ten-year terms unless either party shall provide not less than six (6) months written notice of nonrenewal or the Agreement is otherwise terminated as provided herein. Upon renewal, all applicable terms of the Agreement will apply.

SECTION 3 - FACILITIES

3.1 **Design and Construction.** The Parties shall be responsible for the design and construction of the Facilities as follows:

3.1.1 **Compliance Flare.** The City, in consultation with MDU, will engage and secure a consultant to design and install a backup Compliance Flare to be integrated with MDU's existing RNG Production Facility. The City shall own the Compliance Flare and be solely responsible for the cost of its design and construction.

3.1.2 **RNG Production Facility.** MDU has constructed and shall continue to own, operate, and expand the RNG Production Facility as necessary in its discretion, except pursuant to the terms set forth in 8.2.1.

3.1.3 **Active Gas Collection System.** The Parties shall jointly coordinate Active Gas Collection System planning and shall split the costs of the Active Gas Collection System as follows:

3.1.3.1 RNG Production Wells and RNG Collection System. MDU shall install and pay for all costs of the design and installation of RNG Production Wells and the RNG Collection System. MDU shall own the RNG Production Wells and the RNG Collection System.

3.1.3.2 Mitigation Wells, Perimeter Wells, and Mitigation Collection System. The City shall coordinate and pay for all costs of the design, construction, and installation of Mitigation Wells, Perimeter Wells, and Mitigation Collection System. The City shall own Mitigation Wells, Perimeter Wells, and the Mitigation Collection System.

3.2 **Facilities and Site Easement.** The City and MDU have executed the Facilities Easement Agreement so as to allow MDU to locate and construct the Facilities on the Landfill and such other area as described in the Facilities Easement Agreement.

SECTION 4 - METHANE GAS PURCHASE TERMS

4.1 **Rates and Payments.**

4.1.1 **Methane Gas Payment.** Beginning with the Effective Date of the Agreement, MDU will pay to the City a payment monthly for methane gas ("Methane Gas Payment") extracted, transported, and sold from the Landfill, , equal to fifteen percent (15%) of the Colorado Interstate Gas Co. Index ("CIG Index") per MMBtu, as reported in the first issue of the month of delivery of Inside FERC's Gas Market Report in the table "Prices of Spot Gas delivered to Pipelines" or another mutually agreed upon pricing mechanism. The measurement of the total recovered methane gas extracted, transported, and sold from the Landfill shall be the meter readings at the meter located at the interconnection point between the Facilities and MDU's natural gas distribution system or other commercial use transportation system. Such meter shall be calibrated, tested, and maintained in accordance with Prudent Practice. Measurement and payment shall be on a net MMBtu basis after conditioning of the methane gas to remove impurities to meet MDU's natural gas specifications for commercial use.

4.1.2 **Title Transfer of Methane Gas.** This Agreement shall not be deemed to grant to MDU any rights to or interests in any oil or natural gas located under the Landfill which is not produced by the Landfill. Title transfer of the Landfill-produced methane gas between the parties shall occur at the MDU measurement facilities identified in section 4.1.1.

4.2 **Environmental Attributes.** The Parties agree that 15% of all carbon credits, renewable energy credits, emission credits, or other certification of emission reduction or carbon methane destruction or displacement attributable to the extraction of methane gas from the Landfill (hereinafter "Credits") shall inure to the benefit of and be the property of the City or its assignee or designee and 85% of all such credits shall inure to the benefit of and be the property of MDU or its assignee or designee. The City agrees to execute any assignment, or other document reasonably requested by MDU transferring any right of the City in the Credits or acknowledging MDU's interest and ownership in the Credits.

4.3 **Taxes.** The Parties' respective responsibilities for taxes arising under or in connection with this Agreement shall be as follows:

4.3.1 **Personal, Property and Income Taxes.** Each Party shall be responsible for any personal or real property taxes on property it owns or leases, and taxes on its share of any proceeds received pursuant to this Agreement.

4.3.2 **Sales, Use, Excise and Value-Added Taxes. The Parties** shall be responsible for any sales, use, excise, value-added, services, consumption, and other taxes and duties payable by that Party on any goods or services used or consumed by that Party in the methane gas extraction process where the tax is imposed on that Party's acquisition or use of such goods or services and the amount of tax is measured by that Party's costs of acquiring such goods or services.

4.3.3 **Production Taxes.** MDU and the City acknowledge that the Montana Department of Revenue has issued a declaratory ruling that the methane gas extracted from the Landfill under this Agreement is not natural gas for purposes of taxation under the Montana Oil and Gas Production Tax. If at a future date it is determined that the methane gas extracted from the Landfill under this Agreement is subject to any existing or future local, state or federal tax on production, severance, extraction, or similar tax, each Party respectively shall pay or bear any such tax or taxes imposed by a taxing authority attributable to the proportional share of extracted methane or proceeds from extracted methane received by such Party under this Agreement to the extent the proportional share of extracted methane or proceeds from extracted methane received by such party are not exempt from taxation.

4.4 Payments, Billings, and Statements.

Beginning the month following the Effective Date, MDU will prepare and deliver each month to the City a written statement for the preceding month prepared in accordance with, and subject to the terms and conditions in the Agreement. Such statement shall be dated and delivered to the City on or before the 10th day of the month in which it is prepared (e.g., the month following the delivery of the methane gas reflected therein) and shall set forth the total amount due by MDU under Section 4.1.1. Amounts due and owed shall be paid by MDU not later than fifteen (15) days after the date of such statement. Amounts not paid when due under this section, shall accrue interest at one hundred five percent (105%) of the Federal Reserve Prime Rate of interest, as quoted in the *Wall Street Journal.* Such interest due shall accrue from the due date to the date of payment.

In the event any portion of any statement submitted is disputed, the undisputed amount shown to be due shall be paid by the due date. Any additional amount subsequently determined to be due shall be paid with interest at the rate stated above upon determination of the correct amount due. Any amount of an invoice determined to have been overpaid shall be refunded with interest at the rate stated above.

The Parties shall have two (2) years after receipt or delivery of any statement to question the correctness thereof. If a statement has not been challenged in writing by either Party during such one-year period, then such statement shall become final for all purposes and no longer subject to challenge or adjustment.

SECTION 5 - OPERATION OF FACILITIES

5.1 Operational Responsibilities.

5.1.1 Operation and Maintenance. All operation and maintenance of the Facilities shall be performed in accordance with Prudent Practice and in accordance with the modified Title V Permit to be procured by the City, including the operating, monitoring, and recordkeeping requirements included therein. Operational responsibilities with respect to the Facilities shall be split as follows:

5.1.1.1 Compliance Flare. MDU hereby agrees to perform the day-to-day operation of the Compliance Flare, as outlined on Exhibit 5 hereto. The City shall be solely responsible for the cost of operation and maintenance of the Compliance Flare, including but not limited to, the cost of any and all supplemental gas appurtenances and on-going capital costs, and shall reimburse the same to MDU as necessary. The City hereby reserves the option to take over operation of the Compliance Flare in the future. The City shall provide at least six (6) months' written notice to MDU prior to exercise of this option.

5.1.1.2 RNG Production Facility. MDU shall operate the RNG Production Facility and shall be solely responsible for all operational and capital costs for the RNG Production Facility.

5.1.1.3 Active Gas Collection System. Operation of the Active Gas Collection System shall be as follows:

A. MDU shall be responsible for general operation of the Active Gas Collection System, including measuring gauge pressure and temperature in the gas collection header monthly and monitoring static pressure, dynamic pressure, temperature, CH4, CO2, N2, and O2 gas monthly in the Mitigation, Perimeter and RNG production well heads.

B. The City shall perform surface emissions monitoring as required by any applicable regulation and provide the report to MDU within 10 business days of receiving the results.

C. The City shall be entitled to access Active Gas Collection System maps maintained by MDU. Upon request of the City, MDU shall also provide the City with planning records and gas monitoring data from the Active Gas Collection System. All such records shall remain the property of MDU.

D. MDU shall provide locating assistance for the Active Gas Collection System. MDU shall use reasonable efforts to accurately locate and mark underground facilities in places where no locate wire was used, and the City acknowledges that there are areas where locates will be difficult for the Active Gas Collection System.

E. The City shall be responsible for the cost of any repairs to the Active Gas Collection System related to or caused by the City, its employees, agents, contractors, invitees, or any other parties under the direction or control of the City. The City shall use reasonable care when working in areas where underground Facilities are located.

5.1.2 Personnel. MDU shall ensure that all of its own operational personnel working on the Facilities are trained and experienced in the operation of gas facilities. The City shall ensure that any of its personnel or contractors working on the Facilities are appropriately trained.

5.1.3 Utility Expense. MDU shall be responsible for arranging direct utility hook-ups (electricity, water, leachate, communications, etc.) needed for the RNG Production Facility and for paying any utility expenses associated with the operation of the RNG Production Facility directly to utility suppliers. The City shall be responsible for arranging direct utility hook-ups (electricity, water, leachate, communications, etc.) needed for the Compliance Flare and for paying any utility expenses associated with the operation of the Compliance Flare directly to utility suppliers. Upon mutual agreement of the Parties utility expense can be prorated when mutually beneficial.

5.1.4 O&M Expense Reimbursement. MDU will bill the City quarterly for the cost of its actual time and materials expended in operation or maintenance of any City owned Facilities. It shall not include operational costs related to mutually beneficial operations. The City shall pay said invoice within thirty (30) days of the invoice date. Amounts not paid when due pursuant to this Section will accrue interest at the rate set forth in Section 4.4 herein.

5.1.5 Curtailments. MDU, in its sole discretion, may determine that regulatory requirements, market conditions, flow conditions or other operational considerations require the curtailment or the shutdown of any of the RNG Production Facility for any period of time. Further, industry and market conditions may require MDU to curtail or shutdown the RNG Production Facility for equipment upgrades and replacement. Such curtailments and shut-downs shall not be considereda breach or event of default under this Agreement. MDU agrees to provide notification to the City for any curtailment greater than fourteen (14) days.

5.1.6 Operational Plans. MDU has developed a Startup, Shutdown, and Malfunction Plan, which will be updated to include the future Compliance Flare, a Monthly Monitoring Plan, and a Treatment System Monitoring Plan.

5.1.7 Operational Emergency. If, in MDU's reasonable judgment, it determines that any of the operations of the Facilities is creating an emergency or safety concern, endangering the Facilities or MDU's gas transportation or distribution system, or other equipment or personnel, then MDU may cease operations until the emergency or safety concern ceases to exist. To the extent necessary to comply with environmental or other regulatory requirements, the City will be permitted to flare gas from the landfill during the period of suspended operations.

5.2 Permits and Approvals.

5.2.1 Permits.

5.2.1.1 Title V Operating Permit. The Parties hereby agree to pursue a common source permit under Title V Operating Permit #OP5176-00 issued to the City. The City shall take the lead on the effort of securing a modified Title V Operating Permit that includes the applicable requirements of MDU's Montana Aire Quality Permit (MAQP #4479-00). Montana Air Quality Permit (MAQP) #4479-00. The modified Title V Operating Permit issued to the City will be further broken out by operational responsibilities via separate permitting requirements to both MDU and the City. However, per New Source Performance Standards (NSPS) the City will have overall responsibility to comply with the landfill gas collection and control system including the Compliance Flare permit requirements. The City shall be responsible for all ongoing Title V reporting requirements. MDU will provide the City with the raw data from its monthly readings of the Active Gas Collection System to facilitate this reporting.

5.2.1.2 Other Permits. The City shall be responsible for obtaining any permits and clearances associated with the construction and operation of the Compliance Flare, Perimeter Wells, Mitigation Wells, and Mitigation Collection System from the appropriate governmental agencies. MDU shall be responsible for obtaining any permits and clearances associated with the construction and operation of the RNG Production Facility, RNG Collection System, and RNG Production Wells from the appropriate governmental agencies. MDU and the City will reasonably work together to obtain any permits required for the Facilities.

5.2.2 Regulatory Approval and Treatment. This Agreement may be subject to review and/or approval by the state regulatory commissions for the states in which MDU operates its natural gas distribution system. If a regulatory commission disapproves this Agreement for any reason, or at any time determines the capital and operational costs of the Facilities and extracted gas are not fully recoverable by MDU through its retail rates, MDU may terminate this Agreement upon written notice to the City.

5.2.3 Landfill Compliance. The City is responsible for all compliance under any applicable regulation related to the operation of the Landfill, including landfill gas management. Said regulations expressly include, but are not limited to, NESHAP-Subpart AAAA, NSPS-Subpart WWW and Subpart OOO. MDU shall operate the Facilities in good faith in order to assist the City in complying with said regulations.

5.2.4 Additional Compliance. The Parties agree that additional compliance related activities may be required in the future. The provision of any such activities by the Parties shall be subject to the mutual agreement of both Parties and shall be added by written amendment to this Agreement.

SECTION 6 - INSURANCE

6.1 **Delivery of Certificates of Insurance.** MDU shall insure that all of its employees as well as its contractors, subcontractors and their employees performing services in accordance with this Agreement have in effect Commercial General Liability Insurance, Workers' Compensation Insurance, Automobile Liability Insurance and Excess Liability Insurance with the coverage limits set forth in Exhibit 4. The liability coverages required by this section shall contain the following clauses: (i) "It is agreed that this policy shall not be canceled, non-renewed, or reduced in scope of coverage until after thirty (30) days written notice has been given to the City." (ii) "The City of Billings, Montana is an additional insured under insurance policies evidenced by this certificate, as respects work done by the named insured for the City of Billings." (iii) "Insurance evidenced by this certificate is primary insurance for claims arising out of the named insured's operations". Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve MDU for liability in excess of such coverage.

6.2 **Proof of Insurance.** Upon request of the City, MDU shall provide certification of insurance for coverage in types and amounts set forth in Exhibit 4 respectively for itself and any contractor or subcontractors engaged by it at the Landfill.

6.3 **Insurance Requirement – City.** The City shall maintain a General Liability insurance, endorsed to provide coverage for explosion, collapse and underground damage hazards to property of others, with limits of $1,500,000 (one million five hundred thousand).

SECTION 7 - PERIODIC REVIEWS; AUDIT RIGHTS

7.1 **Annual Reviews.** MDU agrees to maintain its books and records in accordance with generally accepted accounting principles. The City shall have the right, upon reasonable notice to MDU and at City expense, to inspect and audit those books and records and other supporting evidence of MDU that the City deems necessary to verify: the quantity and quality of methane gas extracted, conditioned, and transported from the Landfill, and (ii) that MDU is in compliance with the terms of this Agreement, regulatory authorities, or other laws and regulations that govern the operation of the Facilities.

SECTION 8 - TERMINATION

8.1 **Termination for Cause.** In the event that MDU or the City commits a material breach of this Agreement, which breach is not cured within thirty (30) days after notice of breach, the other Party may terminate this Agreement in whole or in part, as of the date specified in the notice of breach. If it is determined by a final order of a court of competent jurisdiction, that the City does not have title to all or a portion of the methane gas extracted from the Landfill, MDU may terminate this Agreement upon one hundred eighty (180) days written notice unless the City shall acquire such title prior to the date of the termination set forth in the written notice.

8.2 **Effect of Termination.**

8.2.1 Reimbursement for RNG Production Facility. In the event this Agreement is terminated less than thirty (30) years from the Effective Date of this agreement, the City shall pay MDU the greater of (1) the appraised fair market value of the RNG Production Facility, or (2) the net book value of the RNG Production Facility at the time of termination. This sum shall be calculated less the net salvage value of any equipment removed from the RNG Production Facility by MDU.

8.2.2 Reimbursement for Active Gas Collection System. Upon termination of this Agreement, the City shall pay MDU the remaining book value of the Production Wells and RNG Collection System.

8.2.3 Removal of Facilities. Unless the City is required to pay for the Facilities pursuant to Paragraph 8.2.1 or 8.2.2, upon termination of this Agreement, MDU shall have the right to remove the MDU owned Facilities from the Landfill and shall have the obligation, upon the written request of the City within six months of the termination date, to plug MDU methane wells, remove any above ground MDU Facilities from the Landfill and restore the surface of the Landfill where above ground MDU Facilities were located to a condition consistent with surrounding undisturbed areas of the Landfill. MDU buried pipe may be abandoned in place upon termination.

SECTION 9 - RELATIONSHIP OF THE PARTIES

Nothing in this Agreement will imply a joint venture, partnership, or principal-agent relationship between the Parties. Neither Party will have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party, pursuant to this Agreement.

SECTION 10- REPRESENTATIONS AND WARRANTIES

10.1 **Work Standards. The Parties** represent and warrant that design, construction and operation of the Facilities for which they are responsible pursuant to this Agreement shall be performed with promptness and diligence and shall be executed in a workmanlike manner, in accordance with the practices and high professional standards used in methane gas extraction and recovery operations performing similar services. The Parties represent and warrant that an adequate number of qualified individuals with suitable training, education, experience, and skill shall be utilized to perform such services.

10.2 **Compliance with Laws and Regulations.** The Parties shall construct and operate the Facilities in accordance with all laws, rules, regulations, certificates, orders, ordinances, codes, and directives of all applicable authorities with jurisdiction over the Landfill or the Facilities.

10.3 **Title.** It is understood and agreed that this Agreement is issued only under such title as the City may now have or hereafter acquire, and that the City shall not be liable for any damages sustained by MDU in the event that it is determined that the Citydoes not have title to all or some portion of the methane gas in the Landfill except that MDU shall be entitled to receive and the City shall be obligated to refund any part of the Methane Gas Payment theretofore paid to the City attributable to extracted methane gas for which it is determined the City did not have title. Any such refund by the City shall be limited to, and shall be no greater than, any amounts the City has received under the terms of this Agreement. If the City owns a lesser interest in the methane gas in the Landfill than the entire and undivided estate in such methane gas for which the Methane Gas Payments are payable under the terms hereof, then the Methane Gas Payments herein provided shall be paid to the City only in the proportion which its interest bears to the whole and undivided estate in the methane gas in the Landfill for which Methane Gas Payments are payable.

SECTION 11 - INDEMNIFICATION

11.1 MDU shall defend, protect, indemnify, and hold harmless the City, its officers, and employees, (collectively the "City Indemnitees") from and against all liabilities, claims, costs, expenses, demands, suits and causes of action of every kind and character arising in favor of any person, corporation, or other entity, on account of personal injuries or death or damages to property to the extent caused by the acts or omission of MDU, its employees, contractors, subcontractors, or agents.

11.2 MDU further agrees, except as may be otherwise specifically provided herein, that the obligation of indemnification hereunder shall include, but not be limited to, expenses, claims, fines, and penalties or other enforcement charges, resulting from the failure of MDU to abide by any and all valid and applicable laws, rules or regulations of any governmental or regulatory authority with jurisdiction.

11.3 The City shall defend, protect, indemnify, and hold harmless MDU and its directors, officers, and employees (herein referred to as the "MDU indemnitees") from and against all liability, claims, costs, expenses, demands, suits and causes of action of every kind and character arising in favor of any person, corporation orother entity, on account of personal injuries or death or damages to property to the extent caused by acts or omission of the City, its employees, contractors, subcontractors or agents.

11.4 The City further agrees, except as may be otherwise specifically provided herein, that the obligation of indemnification hereunder shall include, but not be limited to, expenses, claims, fines, and penalties or other enforcement charges, resulting from the failure of the City to abide by any and all valid and applicable laws, rules or regulations of any governmental or regulatory authority with jurisdiction.

11.5 In connection with any claim or action described in this Section 11, the Party seeking indemnification will (a) give the indemnifying Party prompt written notice of the claim, (b) cooperate with the indemnifying Party (at the indemnifying Party's expense) in connection with the defense and settlement of the claim, and (c) permit the indemnifying Party to control the defense and settlement of the claim, provided that the indemnifying Party must diligently defend the claim and may not settle the claim without the indemnified Party's prior written consent (which will not be unreasonably withheld or delayed). Further, the indemnified Party (at its cost) may participate in the defense and settlement of the claim.

SECTION 12 - LIABILITY

12.1 **Liability Restrictions. IN NO EVENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), SHALL A PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, ARISING OUT OF OR IN CONJUNCTION WITH THIS AGREEMENT.**

12.2 Force Majeure and Other Events Excusing Performance.

12.2.1 No Party shall be liable for any default or delay in the performance of its obligations under this Agreement (i) if and to the extent such default or delay is caused, directly or indirectly by: fire, flood, earthquake, elements of nature or acts of God, pandemic or epidemic, riots, civil disorders, explosions, breakage, accident or repairs to machinery, equipment or lines of pipe, inability to obtain or unavoidable delay in obtaining pipe, materials, equipment for Facilities, or compliance with any order or request of any governmental authority, or any other cause, whether similar or dissimilar to any above enumerated beyond the reasonable control of such Party (a Force Majeure event), (ii) provided the non-performing Party is without fault in causing such default or delay, and (iii) such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means.

12.2.2 In such event, the non-performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances detailed above prevail and such Party continues to use its reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance shall promptly as reasonably possible notify theParty to whom performance is due and describe at a reasonable level of detail the circumstances causing such delay.

SECTION 13 - CONTINUATION DURING DISPUTES

13.1 Continuation of Service. Pending final resolution of any dispute, whether or not submitted toarbitration hereunder, the City and MDU shall continue to fulfill their respective obligations under this Agreement.

SECTION 14 - MISCELLANEOUS

14.1 Notices under this Agreement shall be sufficient only if personally delivered by a commercial prepaid delivery or courier service or mailed by certified or registered mail, return receipt requested to a Party at its address set forth below or as amended by notice pursuant to this Section 14.1. If not received sooner, notice by mail shall be deemed received five (5) business days after deposit in the U.S. mail. All notices shall be delivered as follows:

If to the City:

Office of the City Attorney
City of Billings
210 North 27th Street Billings, Montana 59103

If to MDU:

Montana-Dakota Utilities Co.
400 North 4th Street Bismarck, ND 58501
Attention: EVP Business Development and Gas Supply

14.2 **Binding Nature; Entire Agreement.** The City and MDU acknowledge (i) that each has read and understands the terms and conditions of this Agreement and agrees to be bound by such terms and conditions, (ii) that this Agreement is the complete and conclusive statement of the agreement between the Parties, and (iii) that this Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter hereof, including, but not limited to, the Prior Agreement. All understandings and agreements, oral and written, heretofore made between the City and MDU relating to the subject matter hereof is merged in this Agreement which alone, fully and completely expresses their agreement on the subject matter.

14.3 **Amendment.** No modification of additions to or waiver of this Agreement shall be binding upon the City or MDU unless such modification is in writing and signed by an authorized representative of each Party.

14.4 **Severability.** If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with law, but the remaining terms and provisions of this Agreement shall nevertheless continue in full force and effect and the rights and obligations of the Parties shall be deemed to be restated to reflect nearly as possible the original intentions of the Parties in accordance with applicable law.

14.5 **Headings.** Headings used in this Agreement are for reference and convenience only and are not to be deemed or construed to be part of this Agreement.

14.6 **Compliance with Laws and Regulations.** Each Party shall perform its obligations in a manner that complies with the laws, rules, certificates, regulations, ordinances codes, orders and directives of all applicable authorities with jurisdiction over the Landfill or the Facilities. If a Party is charged with a failure to comply from any such applicable authority, the Party charged with such non-compliance shall promptly notify the other Party of such charges in writing.

14.7 **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Montana, and not, by the application of choice of law principles, the laws of any other state. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

14.8 **Nondiscrimination.** MDU agrees that all hiring of persons performing work pursuant to this Agreement or any sub-agreements by MDU and/or its contractors and subcontractors will be on the basis of merit and qualification and MDU will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

14.9 **Binding Nature and Assignment.** This Agreement shall be binding on the Parties hereto and their respective successors and assigns. Neither Party may or shall have the power to assign this Agreement without the prior written consent of the other party which consent will not be unreasonably withheld, except that MDU may assign its rights and obligations under this Agreement without the approval of the City to an entity which acquires all or substantially all of its assets of MDU, or to any subsidiary or affiliate or successor in a merger or acquisition of MDU. In no event shall any assignment or partial assignment hereunder relieve the assigning Party of its obligations under this Agreement without the written consent of the other Party and any assignment or partial assignment hereunder is subject to the written assumption by the assignee of the obligations of the assigning Party.

14.10 **No Waivers.** Failure or delay on the part of the City or MDU to exercise any right, power or privilege under this Agreement shall not constitute a waiver of any right, power or privilege of this Agreement.

14.11 **Survival.** Any provision of this Agreement which contemplates performance or observance subsequent to any terminations or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

IN WITNESS WHEREOF, the City and MDU have caused this Agreement to beexecuted effective as of the date first written above.

City of Billings	**Montana-Dakota Utilities Co.**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibits:
Exhibit 1: Landfill Description
Exhibit 2: Compressor Site Easement Agreement
Exhibit 3: The Facilities
Exhibit 4: Minimum Insurance Requirements
Exhibit 5: Compliance Flare Operations

Exhibit 1

Landfill Description

C/S 1098 Tract 1 Amended in the south ½ of Section 30, 1 South, 26 East
C/S 796 Tract 1 in the west½ of Section 29, 1 South, 26 East
C/S 1130 in the south ½ of the southwest corner of Section 29, 1 South, 26 East

Exhibit 2

FACILITIES EASEMENT AGREEMENT

The Facilities Easement Agreement ("Agreement") dated as of August 25, 2008 is by and between the City of Billings ("City"), a Montana municipal corporation, and Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc., a corporation organized under the laws of Delaware ("MDU").

W I T N E S S E T H:

WHEREAS, MDU and the City entered into a Landfill Gas Sales Agreement dated as of August 25, 2008, the ("Landfill Gas Agreement") pursuant to which the City granted MDU the right to extract, condition, transport and purchase methane gas from a Landfill owned by the City, and

WHEREAS, the Landfill Gas Agreement requires that the City grant an easement to MDU in the form of this Agreement. Any capitalized term used in this Agreement and not defined herein shall have the meaning assigned to such term in the Landfill Gas Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the Parties agree as follows:

1. Subject to the terms and conditions hereinafter set forth, the City hereby grants to MDU the right, privilege and easement, hereinafter referred to as "Easement," to use, operate, construct, reconstruct, repair, maintain and have access for the Facilities on, over, under and across that real property as described in Exhibit A, attached hereto and incorporated herein, to as the "Landfill Site" including the right of ingress and egress from the real property.

2. The Easement hereby granted shall be non-exclusive, and the City, its successors and assigns, shall reserve the right to use and to grant to others, subject to the terms hereof, the right to use the property encumbered by the Easement for any and all purposes, including the right to cross over or under the Easement for any purposes, provided that the exercise by City or others of such rights to use, and the use of the land encumbered by the Easement shall not be for the purpose of constructing or operating methane gas recovery facilities and shall not be inconsistent with the grant of the Easement to MDU. Subject to the limitations set forth in the foregoing sentence, but without otherwise limiting the foregoing, the City shall have the right to use the property encumbered by the Easement and to cross over the Easement for the operation and maintenance of its Landfill consistent with the terms and conditions of the Landfill Gas Agreement.

3. MDU covenants and agrees that it will not permit or suffer any lien to be put upon or to arise on or accrue against the Easement in favor of any person or persons, individual or corporate, furnishing either labor or material in connection with any work done or permitted to be done by MDU on the Facilities, and MDU further covenants and agrees to hold the City harmless against and to keep the Easement free from any and all liens or claims of liens which may or might arise or accrue or be based upon any mechanic's lien law of the State of Montana, now in force or hereinfafter

enacted, by reason of MDU's exercise of the rights and privileges granted hereunder, and in the event any such lien shall arise or accrue against the Landfill Site, MDU agrees to promptly cause the release of same.

4. Provided that MDU is in full compliance with the terms and conditions of the Landfill Gas Agreement and this Agreement, the City agrees that MDU may enforce this Agreement by a suit for specific performance.

5. In the event of damage to or destruction of the Facilities, MDU agrees to promptly repair and restore the same. MDU shall keep the Facilities and the Easement free of any trash or debris.

6. Notwithstanding the grant of the Easement, but subject to the provisions of the Landfill Gas Agreement, MDU shall at all times and at its sole cost and expense keep the Facilities in good repair and in compliance with all applicable governmental rules and regulations. MDU shall procure, at its sole cost and expense, any permits or licenses necessary for the use and operation of the Facilities and will pay any and all taxes assessed thereon or attributable thereto.

7. The Easement hereby granted shall cease and terminate in its entirety (except as to any indemnities or warranties herein contained) upon the first to occur of the following:

a. the mutual agreement of the City and MDU,
b. non-use of the Facilities for a period of two consecutive years, or
c. the date which is twelve months after the expiration or termination of the Landfill Gas Agreement.

8. Upon any such termination, MDU agrees to: (i) execute such waivers, releases or other instruments in recordable form as may be necessary to evidence such termination, (ii) release any interest which MDU may have in and to the Easement by reason of this Agreement, and (iii) remove the Facilities from the Landfill Site and restore the Landfill Site to its pre-construction condition.

9. This Agreement and the covenants and conditions herein contained shall run with the land and shall be binding upon the successors and assigns of the parties hereto.

10. Except as otherwise provided in this Agreement, neither party shall assign this Easement or any of its rights or obligations hereunder except with the consent of the other party, which consent shall not be unreasonably withheld. Any such assignment is subject to the written assumption by the assignee of the obligations of such party hereunder. Any company or other entity succeeding by purchase, merger or consolidation to the properties, substantially as an entity, of MDU shall be entitled to the rights and be subject to the obligations of its predecessor under this Agreement without the necessity of obtaining the consent of the City.

11. Any notice, demand or election under this Agreement shall be deemed properly given if sent by United States mail and addressed as follows:

If to the City: Office of the City Attorney
City of Billings
210 North 27th Street
Billings, Montana 59101

If to MDU: Montana-Dakota Utilities Co.
400 North 4th Street
Bismarck, ND 58501
Attention:
Fax No.: (701) 222-7606

or as otherwise provided by notice given as herein provided.

12. This Agreement may not be modified or amended except by written agreement of the parties.

13. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana and not, by the application of choice of law principles, the laws of any other state.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF BILLINGS

By: _____
Name: Ron Tussing
Title: Mayor

Montana-Dakota Utilities Co., a division of MDU Resources Group, Inc.

By: _____
Name: DAVID L. GOODIN
Title: PRESIDENT & CEO

State of Montana)
)
County of Yellowstone)

On the 25th day of August, 2008, before me personally appeared Ron Tussing to me personally known, who, having been by me first duly did say: is the Mayor of City of Billings, the municipality described in and which executed the foregoing instrument and that said instrument was signed and sealed in behalf of said by authority of its governing body as the free act and deed of said municipality.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and the year in this certificate first above written

CARI MARTIN NOTARIAL SEAL STATE OF MONTANA
(NOTARIAL SEAL)

_____ (Signature)
Cari Martin
Cari Martin (Printed Name)
Notary Public for the State of Montana
Residing in Billings, Montana
My Commission Expires: 4/19/2011

State of North Dakota)
)
County of Burleigh)

On the 2nd day of Sept., 2008, before me personally appeared David L. Goodin to me personally known, who, having been by me first duly sworn, did say: That he/~~she~~ is the President & CEO of Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc., the corporation described in and which executed the foregoing instrument and that said instrument was signed and sealed in behalf of said corporation as the free act and deed of said municipality.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and the year in this certificate first above written.

Norma E. Eslinger
Notary Public
My Commission Expires 8-30-2011

(Seal)

NORMA E ESLINGER
Notary Public
State of North Dakota
My Commission Expires August 30, 2011

Exhibit 3

FACILITIES

Active Gas Collection System

RNG Production Wells

- Vertical gas wells
- Condensate Tanks

RNG Collection System

- All gas piping, valves, controls, and fittings connected to the RNG Production Facility

Mitigation Wells

- Horizontal and vertical wells
- Condensate Tanks

Mitigation Collection System

- All gas piping, valves, controls, and fittings connected to the Compliance Flare

Perimeter wells.

- Typically, vertical wells
- Condensate Tanks

RNG Productions Facilities – Enclosed within the fence of the RNG Production Facility

- Building to house equipment
- Gas piping
- Blower and flare
- Compressor (s)
- Gas treatment System
- Concrete foundation for equipment
- Control System
- Gathering pipeline and equipment to interconnect to MDU natural gas distributions system

Compliance Flare – Enclosed with the fence of the Compliance Flare

- Blower and flare
- Gas piping
- Compressor
- Gathering pipeline and equipment to interconnect with MDU RNG Production Facilities
- Controls
- Condensate Tank
- Building to house equipment

Exhibit 4

MINIMUM INSURANCE REQUIREMENTS

Workers Compensation and Employers Liability Insurance

MDU agrees to comply with Workers Compensation laws of the state where any work orservices are performed, and to maintain a Workers Compensation and Employers Liability policy.

Workers Compensation	Statutory
Employer's Liability	$1,000,000 Each Accident (Minimum) $1,000,000 Disease Each Employee

General Liability

MDU shall maintain a General Liability insurance, endorsed to provide coverage for explosion, collapse and underground damage hazards to property of others; ContractualLiability (particularly the applicable provisions of the "General Indemnity" section of this Agreement):

Bodily Injury	$1,500,000 Each Occurrence (Minimum)
Property Damage	$1,500,000 Each Occurrence (Minimum)

or

Bodily Injury and Property Damage	$1,500,000 Combined Single Limit Each Occurrence

Automobile Liability Insurance

MDU shall also maintain Automobile Liability Insurance which shall include coverage forall owned, non-owned and hired vehicles.

Bodily Injury	$1,000,000 Each Person (Minimum) $1,000,000 Each Occurrence (Minimum)
Property Damage	$1,000,000 Each Occurrence (Minimum)

Or

Bodily Injury and Property Damage (Minimum)	$1,000,000 Combined Single Limit Each Occurrence

Excess Umbrella Liability Coverage

Bodily Injury and Property Damage (Minimum)	$1,000,000 Combined Single Limit Each Occurrence

Additional Requirements

Upon request at the time this Agreement is executed, MDU shall submit a Certificate of Insurance, evidencing that satisfactory coverages of the type and limits set forth hereinabove are in effect. Policies providing such coverages shall contain provisions that no cancellation or material changes in the policies shall become effective except on thirty (30) days advance written notice thereof to the other Party. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Party, the failure of any insurance company to pay claims accruing, or the inadequacy of the limits of the insurance, shall not affect, negate, or waive any to the provisions of this Agreement including, without exception, the indemnity obligations of the Parties.

MDU agrees to require any policies of insurance, except Workers Compensation coverages, which are in any way related to the Facility and that are secured and maintained by MDU to include the City, its officers, employees, and agents, as Additional Insured.

EXHIBIT 5

Compliance Flare Operations

The compliance flare will be operated by MDU for the City. The City and its consultant will design it to meet or exceed all required regulations and its operations will be agreed upon by MDU. At this time the flare is not designed or installed and will require this section to be updated when the design and construction is complete.

City Council Regular

Date:	02/14/2022
Title:	W.O. 22-31: Environmental Monitoring Services, Consultant Agreement
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No

RECOMMENDATION

Staff recommends award of consultant services agreement to Tetra Tech in the amount of $207,984.15.

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

W.O. 22-31, Environmental Monitoring Services, is intended to assist the city in maintaining compliance with current and future federal and state regulations pertaining to permitting, monitoring, and reporting for the Billings Regional Landfill. The contract includes regular testing as needed to comply with standard landfill regulations as well as testing for the new air quality regulations that now apply to the landfill. Tetra Tech was the only firm that submitted a proposal in response to the City's Request for Proposals. Tetra Tech has been the City's testing firm at the landfill for the past several years and is well qualified to perform the work necessary to assist the City with this work.

ALTERNATIVES

City Council may:

- Award W.O. 22-31, Environmental Monitoring Services, to Tetra Tech in the amount of $207,984.15;
- Not award the consultant services agreement. If the agreement is not approved, the landfill would be out of compliance with testing requirements.

FISCAL EFFECTS

The agreement is in the amount of $207,984.15 for three years. Funding for the project is from the landfill operations budget.

Attachments

Environmental Services

W.O. 22-31 Environmental Monitoring Services

CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into _____ by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **TETRA TECH**, of 7100 Commercial Avenue Suite #4 Billings, MT 59101, hereinafter referred to as "**CONSULTANT**."

WITNESSETH:

WHEREAS, the **CITY** proposes to maintain compliance with federal and state regulations at the Billings Regional Landfill and desires to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

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

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

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

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

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

3. PAYMENT: In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a price not to exceed $207,984.15.

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

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

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

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

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

5. INDEMNITY:

The **CONSULTANT** SHALL:

A. Indemnify, defend and save **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of **CONSULTANT** or its agents or employees.

B. Not indemnify, defend, save and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation

costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.

C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both the **CITY** and the **CONSULTANT**, the **CONSULTANT** shall indemnify, defend, save, and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the **CONSULTANT'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CONSULTANT'S** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:

D. Indemnify, defend and save **CONSULTANT**, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of **CITY** or its agents or employees.

E. Not indemnify, defend, save and hold the **CONSULTANT** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of the **CONSULTANT** occurring during the course of or as a result of the performance of the **AGREEMENT**.

F. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both the **CONSULTANT** and the **CITY**, the **CITY** shall indemnify, defend, save, and hold the **CONSULTANT** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

6. <u>INSURANCE</u>:

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

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

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

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation.

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

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

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

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

A. Qualifications

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

B. Solicitation of Agreement

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

C. Facilities and Personnel

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

D. Subcontracting

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

E. Affidavits of Compliance

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

8. AGREEMENTS OF CITY:

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the **CITY'S** portion of the project as designated in the scope of work.

B. Name a Project Manager who shall be the liaison between the **CONSULTANT** and the **CITY**. For this project, the Project Manager for **CONSULTANT** designated is Pam Reed and the Project Manager for the **CITY** designated is Boris Krizek.

9. NONDISCRIMINATION:

A. **CONSULTANT** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **CONSULTANT** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

Any subletting or subcontracting by **CONSULTANT** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONSULTANT** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**.

B. The **CONSULTANT** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

   The **CONSULTANT** and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

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

C. The **CONSULTANT** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.

D. The **CONSULTANT** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

E. The **CONSULTANT** shall include the provisions of Subsections A through D of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of the **CONSULTANT** under this **AGREEMENT**.

F. The **CONSULTANT** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

12. **CONFLICT OF INTEREST: CONSULTANT** shall exercise reasonable care and diligence to prevent any actions or conditions which could result **in** a conflict with **CITY'S** interest. During the term of this **AGREEMENT**, **CONSULTANT** shall not accept any employment or engage in any consulting work which creates a conflict of interest with **CITY** or in any way compromises the services to be performed under this **AGREEMENT**. **CONSULTANT** shall immediately notify **CITY** of any and all violations of this Section upon becoming aware of such violation.

13. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.

14. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.

15. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.

16. **TERMINATION OF AGREEMENT:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**.

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

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

18. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request.

19. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**. All materials related to this **AGREEMENT** and services provided are considered public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

20. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**.

21. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.

22. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this **AGREEMENT** to retain an attorney to enforce any of the terms or conditions of the **AGREEMENT** or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.

23. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.

24. **MODIFICATION AND AMENDMENTS:** That any amendment or modification of this **AGREEMENT** or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this **AGREEMENT**.

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

CITY OF BILLINGS, MONTANA

_____

WILLIAM A. COLE,
MAYOR

APPROVED AS TO FORM:

_____

CITY ATTORNEY'S OFFICE

ATTEST:

_____

DENISE BOHLMAN, CITY CLERK

TETRA TECH

_____

SIGNATURE

_____

PRINT NAME

_____

PRINT TITLE

EXHIBIT A

Scope of Services for W.O. 22-31 Environmental Monitoring Services

Provide three years of professional services as required for the Billings Regional Landfill to comply with 40 CFR 63 Subpart AAAA National Emissions Standards for Hazardous Air Pollutants and 40 CFR 62 Subpart OOO. Perform quarterly surface emission monitoring and reporting to EPA. Conduct quarterly methane and semi-annual groundwater monitoring and reporting to EPA, MT DEQ Air Quality Bureau and MT DEQ Solid Waste Bureau. Review, update, and maintain the Spill Prevention, Control, and Countermeasure as needed. Update sampling and analysis plans and health and safety plans. Provide professional engineering and survey coordination as needed between MDU, regulating agencies, and consultants to maintain compliance.

City Council Regular

Date: 02/14/2022
Title: Purchase of Airport Terminal Seating from Arconas Corporation
Presented by: Kevin Ploehn, Director of Aviation and Transit
Department: Airport
Presentation: No

RECOMMENDATION

Staff recommends that City Council approve the Award for the Terminal Seating Contract with Arconas Corporation.

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

The Airport's Terminal Concourse Expansion Project will add approximately 60,000 square feet of new building to the Airport's Terminal. In order to have enough seating to accommodate the new space and still have enough seating for the existing areas that require seating, the Airport advertised a Request for Proposals (RFP) for Terminal Seating on November 19, 24, and December 3, 2021. Three proposals were received on December 8, 2021, from Arconas Corporation, Zoeftig LTD, and Dundas Interiors. A selection committee was formed consisting of Airport staff (Ploehn, Evangeline, Ketterling), Heather Mosser with Morrison-Maierle, and Aviation and Transit Board Members Steve Tostenrud and David Hummel. The committee unanimously selected the Arconas Corporation proposal, which also turned out to have the lowest price. The subsequent contract order will include two groups of seating, the first group will be for the new Concourse A, which should be delivered in June 2022. The second group will be delivered in 2023 for the Concourse B. Each of the two orders will include 179 units with 3 seats, arms with drink holders, and 50 charging units that will be attached to the seating. The Airport also received a per seat price if additional units are needed in the near future. The total contract pricing for the seating for the two Concourses by each vendor was as follows:

Arconas Corporation	$688,900.00
Zoeftig	$695,302.97
Dundas Interiors	$947,358.88

ALTERNATIVES

City Council may:

- Approve the purchase of new Terminal Seating for the Concourse Expansion Project from Arconas Corporation for $688,900; or
- Not Approve the purchase of the new Terminal Seating and advise staff on how to proceed.

FISCAL EFFECTS

The Airport has funding available for this project in the Terminal Concourse Expansion project accounts.

Attachments

Terminal Seating Agreement

CITY OF Billings

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into on _____, by and between the **CITY OF BILLINGS, MONTANA** (Billings Logan International Airport), a municipal corporation organized and existing under the laws of the State of Montana, 1901 Terminal Circle, Room 216, Billings, Montana 59105, hereinafter referred to as "City," and **ARCONAS CORPORATION**, hereinafter referred to as "Seller."

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

1. PRODUCTS PURCHASED: Seller agrees to sell and the City agrees to purchase the "Product" as described below and per the City's specifications set forth in the Concourse Hold Room Passenger Seating at the Billings Logan International Airport Request for Proposals (RFP) as Attachment A, and Seller's submitted proposal attached here as Attachment B, and the pricing clarification attached as Attachment C, all of which are incorporated into this Agreement by this reference. The Product being purchased consists of:

PHASE 1	
179 – 3-Seat units of Bernu Aero beam seating with arms for Concourse A	$293,226.00
179 – Drink holder arm pairs installed on both sides of middle seat	$ 13,425.00
50 – Power units for beam seating for Concourse A	$ 36,100.00
TOTAL PHASE 1 PRICE:	**$342,751.00**
PHASE 2	
179 – 3-Seat units of Bernu Aero beam seating with arms for Concourse B	$296,624.00
179 – Drink holder arm pairs installed on both sides of middle seat	$ 13,425.00
50 – Power units for beam seating for Concourse B	$ 36,100.00
TOTAL PHASE 2 PRICE:	**$346,149.00**
ADDITIVE ALTERNATIVE A	
2 – Hold Room Seating Assembly (1 for each Concourse at $60,000 each)	$120,000.00**

****Optional Alternative A for Seating Assembly: The Airport may decide to pursue or exclude prior to production of the seating. This Optional Alternative would be pursued under a separate agreement.

2. PRICE: The City agrees to pay $342,751.00 for the Phase 1 seating and $346,149.00 for the Phase 2 seating, for a total of $688,900.00 for the total of the seating package. The City will decline the Hold Room Seating Assembly for Phase 1 (Concourse A seating). Should the City decide to pursue the Seating Assembly Package in Phase 2, that Optional Alternative A would be pursued under a separate agreement. All prices are inclusive of any applicable Local, State, or Federal taxes that may be applied to the Product being purchased. The purchase price is free on board at the place of delivery and Seller may not impose any additional shipping, delivery, or storage charges for this Product.

3. DELIVERY AND PAYMENT: Seller agrees to deliver the above described Product to City in two separate deliveries. Within ninety (90) days of receipt of the City's order for the Phase 1 (Concourse A units), the first 179 seating units will be delivered to the Billings Logan International

Airport, 1901 Terminal Circle, Room 216, Billings, Montana 59105. Delivery truck will be directed to an unloading area once on site. Deliveries must be between 8:00 a.m. and 3:00 p.m., Monday through Friday. The City will work with the Seller regarding the start date for the production and shipping of the Phase 2 (Concourse B) seating at a future time (approximately April 2023). Upon delivery, City may inspect the Product to ensure that it meets City specifications, and Seller may obtain specifications from City upon request. Seller will invoice the specified orders upon shipment; City shall tender the associated purchase price stated above to Seller for the specified order of seating units delivered within thirty (30) days of delivery.

4. SPECIFICATIONS: Seller agrees that this Product complies with the City's specifications provided to Seller and with the Seller's proposal thereto as accepted by the City. Unless otherwise agreed to by the City, the City's specifications govern and control in the event of inconsistencies with the Seller's response to the same.

5. REQUIRED FEDERAL CLAUSES:

General Civil Rights Provisions: The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Compliance with Nondiscrimination Requirements: During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

a. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent

to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1) Withholding payments to the Contractor under the contract until the Contractor complies; and/or

2) Cancelling, terminating, or suspending a contract, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of Paragraphs a. through f. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including, but not limited to:

a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

b. 49 CFR Part 21 (Nondiscrimination in Federally assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

d. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

f. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

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

h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42

USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

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

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

k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Federal Regulations at 74087 to 74100);

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

6. DEFAULT AND TERMINATION: If Seller fails to deliver the Product as set forth in Paragraphs 2 and 3 above, or violates any provision of this Agreement, or if the Product fails to meet City's specifications, City may, at its option, declare the Seller in default and immediately cancel and rescind this Agreement. Thereafter, City may procure substitute Product to replace the Product described herein. In such event, Seller is liable to City for the difference between the price set forth herein and the price paid by City for replacement Product. Additionally, the City may pursue any other remedy it has at law or in equity.

7. WARRANTY: Unless superseded or supplemented by an express warranty, Seller represents and warrants that the Product is covered by implied warranties for merchantability and fitness for the particular purpose for which it has been purchased.

8. ASSIGNMENT: Seller may not assign this Agreement or any of its rights hereunder without the express written consent of City.

9. ENTIRE AGREEMENT: This Agreement, including its appendices, if any, is the entire understanding between the parties relating to the subject matter contained herein. No agent or representative of either party has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments of this Agreement, including the appendices, must be in writing and signed by an authorized representative of each of the parties hereto.

10. GOVERNING LAW AND VENUE: This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

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

CITY OF BILLINGS, MONTANA

WILLIAM A. COLE
MAYOR

APPROVED AS TO FORM

CITY ATTORNEY'S OFFICE

ATTEST

DENISE BOHLMAN, CITY CLERK

ARCONAS CORPORATION

SIGNATURE

PABLO REICH
PRINT NAME

EXECUTIVE VICE PRESIDENT
PRINT TITLE

604-790-5823
PHONE NUMBER

REVISED: 01/2022

ARCONAS

Response To The

BILLINGS LOGAN INTERNATIONAL **AIRPORT**

REQUEST FOR PROPOSALS

FOR

CONCOURSE HOLD ROOM **PASSENGER** SEATING
AT THE BILLINGS LOGAN INTERNATIONAL **AIRPORT**
(BIL)

NOVEMBER 2021

CITY OF BILLINGS
AVIATION AND TRANSIT **DEPARTMENT**
1901 TERMINAL CIRCLE, ROOM 216BILLINGS,
MONTANA 59105

ATTACHMENT C

OFFERORS MUST COMPLETE THE FOLLOWING OFFEROR INFORMATION FORM	
Offeror Name/Address: Arconas Corportation 5700 Keaton Crescent Mississauga, L5R 3H5, ON, Canada	**Point of Contact for Proposal:** Donna Cook, Account Manager
Offeror Phone Number: 604-790-5823	**Offeror FAX Number:** 905-897-7470
Offeror Email Address: dcook@arconas.com	**Offeror Federal Tax ID:** W-8 BEN-E 98-1365220
Offeror Authorized Representative: Pablo Reich Executive Vice President **(This person must be able to legally bind the business.)**	**Offeror Authorized Representative Signatory with Date:** DEC. 6/2021 PABLO REICH December 6th, 2021 **(Please print name and sign in BLUE ink.)**
Offeror Authorized Representative Email Address: preich@arconas.com	**Offeror Authorized Representative Fax Number:** 905-272-7470
Sub-Contractor #1 Name/Address: Contract Design Associates 1330 West Broadway, MT 59802	**Sub-Contractor #1 Phone Number:** Jared Butterworth: 406-926-3313
Sub-Contractor #1 Fax Number: 406-926-3313	**Sub-Contractor #1 Email Address:** jared@cdainteriors.com
Sub-Contractor #2 Name/Address: N/A	**Sub-Contractor #2 Phone Number:**
Sub-Contractor #2 Fax Number:	**Sub-Contractor #2 Email Address:**

ATTACHMENT C

Section 4

SECTION 4: COST PROPOSAL

4.0 Cost Proposal Provided by Arconas Corporation 12/8/2021

PRICE PROPOSAL FOR CONCOURSE HOLD ROOM PASSENGER SEATING

The offeror hereby represents and certifies to the Airport that: this proposal is made without connection with any other offeror, it is made in good faith without collusion or fraud; the offeror has fully examined and understood the Request for Proposals; if this proposal is accepted, the offeror shall forthwith execute City of Billings' Agreement. The bid price shall include all temporary or permanent equipment, materials, supplies, and qualified labor necessary to supply the item in accordance with the Proposal documents.

The undersigned hereby submits the total price proposal supply concourse hold room passenger seating in the terminal building.

BASE BID

ITEM NO.	DESCRIPTION (PRICE IN WORDS)		TOTAL PRICE (FIGURES)
101	**HOLD ROOM SEATING – SUPPLY FOR CONCOURSE A** The price shall be full compensation for all incidentals necessary to procure and supply the complete seating package to the Airport. Include arms for all seats. The Base Bid will not include labor for unpacking, assembly, and installation. Assumed quantities for the Base Bid are as follows: • 3-Seat Units: 179 Units for a total of 537 seats for Concourse A. • Delivery for Concourse A furniture as soon as possible. Two hundred ninety-three thousand, two hundred and twenty-six dollars Price In Words	Lump Sum	$ 293,226

102	**HOLD ROOM SEATING – SUPPLY FOR CONCOURSE B** The price shall be full compensation for all incidentals necessary to procure and supply the complete seating package to the Airport. Include arms for all seats. The Base Bid will not include labor for unpacking, assembly, and installation. Assumed quantities for the Base Bid are as follows: • 3-Seat Units: 179 Units for a total of 537 seats for Concourse B. • Delivery for Concourse B furniture in Fall 2023. Two hundred ninety-six thousand, six hundred and twenty-four dollars Price In Words	Lump Sum	$ 296,624
TOTAL BASE BID Five hundred eighty-nine thousand, eight hundred and fifty dollars **Price In Words**			$ 589,850

UNIT PRICES

In the event of changing quantities of work items from those indicated on the contract drawings and specifications, upon written instructions from the Engineer, the following prices (without installation) shall prevail with prices held until 2025:

ITEM NO.	DESCRIPTION (PRICE IN WORDS)		TOTAL PRICE (FIGURES)
103	Passenger Beam Seating at a unit price per one unit, 3-seat unit. One thousand, six hundred and thirty-eight dollars Price In Words	Per Unit	$ 1,638

104	Power Units for beam seating. A 3-seat unit to include electrical outlet – two duplex, two USB. Price per unit of beam chairs. Minimum of 50 units for Concourse A and minimum of 50 units for Concourse B. Seven hundred and twenty-two dollars Price In Words	Per Unit	$ 722
105	Drink holders. Price per two drink holders. Two drink holders per unit, installed on the middle seat arm rests. Two hundred amd fourteen dollars Price In Words	Per Unit	$ ~~214~~ **75**
106	Tables. Small table no wider than 9-inches to be included in the 3-chair beam seating units. Price per table, price to include the longer beam required for longer unit. One thousand and fourteen dollars Price In Words	Per Each	$ 1,166

ADDITIVE ALTERNATES

DESCRIPTION (PRICE IN WORDS)		TOTAL PRICE (FIGURES)
ADDITIVE ALTERNATIVE A – HOLD ROOM SEATING ASSEMBLY Provide all on-site labor, equipment, and materials to receive, unpackage and assemble all furniture as specified, including insurance requirements as specified in the Special Provisions. OR price to assemble at factory and ship complete furniture units ready for installation. The following amount may be added to the BASE BID should it be in the Owner's best interest to pursue: One hundred and twenty thousand dollars Price In Words	Lump Sum	$ 120,000 **$60,000 per concourse**

City Council Regular

Date:	02/14/2022
Title:	Sale of Surplus Property: Two 2003 HME Fire Trucks
Presented by:	Pepper Valdez, Fire Chief
Department:	Fire
Presentation:	No

RECOMMENDATION

Staff recommendation is to sell the two 2003 HME fire trucks, units #4061 and #4062. The first truck will be sold to Belfry Fire Department, Bob Johnson, Fire Chief in the amount of $18,000. The second truck will be sold to Bridger Fire Department, Steve Fendler, Fire Chief in the amount of $18,000.

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

The City of Billings Purchasing Procedures adopted under Administrative Order 136 section E.2 Surplus Property Disposal, allows for the following methods:

Surplus, worn-out or obsolete material and equipment may be disposed of in any of the following ways:

- By selling or donating to other City Departments through surplus property.
- Through the State of Montana's Surplus Property and Recycling Program
- By cannibalizing or scrapping for parts.
- By trading in on new equipment.
- By advertising for sale and selling at auction, or by advertising and obtaining sealed bids and selling to the highest responsible bidder.
- By receiving three written quotes, and selling to the highest responsible quoting party.
- Junking or recycling
- By special Council approval.

The Fire Department is asking for special Council approval to sell the two 2003 HME fire trucks to two Montana Fire Departments that are interested in purchasing. The Fire Department was contacted by several volunteer fire department in 2021 when City Council approved the replacement of these two units in the Equipment Replacement Program (ERP). The Fire Chiefs of Belfry and Bridger sent letters of interest in purchasing these units when they were removed from service with Billings Fire and at a price to be determined. Mark Balter, Fleet Manager researched the cost of similar trucks and found a similar unit priced at $19,000 that remains unsold. He and Pepper Valdez, Fire Chief determined that the $18,000 price for each of the trucks was fair value and the Fire Departments of Belfry and Bridger agreed. The sale of units #4061 and #4062, HME fire apparatus falls under the City's Surplus Property and Equipment Replacement Plan.

STAKEHOLDERS

Billings Fire Department
Belfry Fire Department
Bridger Fire Department

ALTERNATIVES

City Council may Approve; or Not Approve the sale.

FISCAL EFFECTS

The $36,000 received from the sale of units #4061 and #4062 HME fire apparatus is returned to the ERP fund.

City Council Regular

Date:	02/14/2022
Title:	Annual Acceptance of Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grants
Presented by:	Kevin Ploehn, Director of Aviation and Transit
Department:	Airport
Presentation:	No

RECOMMENDATION

Staff recommends that the City Council accept this year's AIP grants from the FAA and authorize the Mayor to execute each of the AIP grant offers as they are received.

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

Each year the Airport seeks Federal grant funding through the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) for capital projects at the Airport. Annually, the Airport may be awarded a number of AIP grants due to funding allocation, varying projects, and grant scheduling issues. These grants are normally on a tight timeline for acceptance, subsequently, each year the Airport seeks the approval and authorization from the City Council for the Mayor to execute the FAA provided AIP grant offers as they are provided. This year's grant offers should include funding from the Airport's annual entitlements, previous year grant carry overs, discretionary grant funding, and the addition of the Infrastructure Bill grant funding. The grants may provide funding for all or some of the following: a Pavement Condition Index Survey, the Terminal Building Expansion Project, and possibly operational relief funding from Congressional actions related to COVID-19 impacts. Airport staff anticipates at least two grant offers with the potential of a third grant funded with AIP discretionary funds.

ALTERNATIVES

City Council may:

- Approve the acceptance of this year's AIP grants, authorizing the Mayor to execute each grant offer as they are received; or
- Not Approve the acceptance of this year's AIP grants and provide direction to staff on how to proceed.

FISCAL EFFECTS

While the amount of the Airport's regular grant entitlement program is around $3,000,000, staff also knows that there is a rollover amount of approximately $150,000. The Airport could also be awarded a grant from the AIP Discretionary funding pool for an amount between $3 to $5 million. Additionally, the Airport will also get $3,200,000 from the Infrastructure Bill over the next five years. Regardless of the amounts for the grant offers received, the Airport may need to provide a 10% local share match, unless it is waived due to a COVID-19 relief package or other legislation. Airport funds are available for any required match in the Airport's Capital Fund.

City Council Regular

Date:	02/14/2022
Title:	HMEP Hazardous Materials Emergency Preparedness Grant $64,100
Presented by:	Pepper Valdez, Fire Chief
Department:	Fire
Presentation:	No

RECOMMENDATION

Staff recommends accepting the grant on behalf of the six (6) Montana State Regional HazMat Teams and granting the Billings Fire Department the authority to accept the funds and make the distributions of actual costs of tuition, lodging, mileage, per diem reimbursements to the other teams.

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

The Billings Regional HazMat Team applied for training funds under the Hazardous Materials Emergency Preparedness (HMEP) grant. State Department of Emergency Services (DES) administers these federal funds and has issued a letter that our application has been approved in the amount of $51,280. As a condition of this award, Billings City Fire Department is required to contribute a cost match in the amount of not less than $12,820 of non-Federal funds, or 20 percent of the total approved project cost of $64,100.

ALTERNATIVES

City Council may approve or not approve accepting the grant funds.

FISCAL EFFECTS

This opportunity presents a very low financial exposure to the City and allows the delivery of state-of-the-art training to the Montana Regional HazMat Teams in the form of a three (3) day training in Missoula consisting of a threat identification class and the hazmat safety officer class. The Montana Regional Teams are sharing the 20% match of the total project cost requirement. Each of the six (6) Regional Teams will be using personnel costs of those attending the training to meet the soft match requirement.

Attachments

HMEP FFY22

Hazardous Materials Emergency Preparedness Grant

FFY22 Award Letter

Jason Lyon
Billings Fire Department
2305 8th Ave. North
Billings, MT 59101

Mr. Lyon:

Congratulations on behalf of Montana Disaster and Emergency Services (MT DES), your application for the Hazardous Materials Emergency Preparedness Grant for Hazardous Materials Safety Officer and Rapid Identification And Risk Assessment training course has been approved in the amount of $51,280 Federal funds combined. As a condition of this award, Billings City Fire Department is required to contribute a cost match in the amount of not less than $12,820 of non-Federal funds, or 20 percent of the total approved project cost of $64,100.

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

- Grant Agreement (attached)
- Terms and Conditions (attached)

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

For additional assistance, please contact Ryan Lee or Burke Honzel.

Thank you for your consideration,

Burke Honzel
Preparedness Branch Manager
HMEP Authorized Representative
Montana Disaster and Emergency Services

FY22 HMEP GRANT AGREEMENT

AGREEMENT NUMBER: HMEP – BILFD-YR3	SUB-RECIPIENT NAME AND ADDRESS: Jason Lyon Billings Fire Department 2305 8th Ave. North Billings, MT 59101	ISSUING STATE OFFICE AND ADDRESS: Montana Disaster and Emergency Services P.O. Box 4789 1956 MT Majo Street Fort Harrison, MT 59636-4789
AMENDMENT #		

NAME OF SUB-RECIPIENT AUTHORIZED REPRESENTATIVE: Jason Lyon	SUB-RECIPIENT AUTHORIZED REPRESENTATIVE CONTACT INFORMATION: 406-237-6143 lyonj@billingsmt.gov	NAME AND CONTACT INFORMATION OF MT DES PREPAREDNESS BRANCH MANAGER: Burke Honzel bhonzel@mt.gov (406) 324-4771

EFFECTIVE DATE OF THIS ACTION: 10/01/2021	METHOD OF PAYMENT: EFT	NAME AND CONTACT INFORMATION OF MT DES HMEP COORDINATOR: Ryan Lee ryanlee@mt.gov (406) 417-9237

FEDERAL AWARD AMOUNT: $51,280 REQUIRED MATCH: $12,820 TOTAL AWARD: $64,100		PERIOD OF PERFORMANCE: From: 10/01/2021 To: 09/30/2022 Budget Period: From: 10/01/2021 To: 09/30/2022
ASSISTANCE ARRANGEMENT: Cost Reimbursement	CFDA #: 20.703	

SUB-RECIPIENT SIGNATORY OFFICIAL (Name and Title) William A. Cole, Mayor	DATE
SUB-RECIPIENT AUTHORIZED REPRESENTATIVE (Name and Title) Jason Lyon, Battalion Chief-Hazmat Program Mgr	DATE
MT DES SIGNATORY (Name and Title) Burke Honzel, Preparedness Branch Manager, Authorized Organizational Representative	DATE 11/15/21

Hazardous Materials Emergency Preparedness Grant Program

Catalog of Federal Domestic Assistance Program No. 20.703

Administered by Montana Disaster and Emergency Services

TERMS AND CONDITIONS – Fiscal Year 2022

General Terms and Conditions of Award

1. Effect of Award

The sub-recipient, which is the organization named in the FY22 HMEP Grant Agreement, is legally responsible for, and accountable to Montana Disaster and Emergency Services (MT DES) for the funds provided. By acceptance of this award, which is accomplished by returning a Grant Agreement signed by the signatory official and authorized representative, the sub-recipient agrees to comply with the terms and conditions detailed or referenced below.

This award my only be modified with the approval of MT DES Authorized Organization Representative (AOR), or any MT DES staff to whom the authority is delegated. See Section 18 for information on the process for requesting prior approval for amendments or modifications to the grant award.

If the sub-recipient materially fails to comply with the terms and conditions of this award, whether stated in full text herein or incorporated by reference, the AOR or designated representative may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances as provided in 2 CFR part 200.

2. Award Information

The total amount of funding is shown in the Grant Agreement. The sub-recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by this award.

3. Incorporation of application by reference

The sub-recipients application, including the narrative and budget as approved by the State Emergency Response Commission, is incorporated by reference in this award. Changes to the approved application are governed by 2 CFR § 200.308 and any applicable requirements outlined in this document of terms and conditions. See Section 18 of this document for more information on the types and actions that require prior approval, and how requests should be submitted.

4. Governing statutes and regulations Incorporated by reference

The administration of this award by MT DES and the sub-recipient will be based on the following Federal statutory and regulatory requirements:

- The authorizing language of 49 U.S.C. § 5116.
- The regulations outlined at 49 CFR part 110.
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Any other applicable Federal statutes and regulations, including, but not limited to the following:
    - The Recipient must comply with 49 CFR part 20, Restrictions on Use of Funds for Lobbying, Support of Litigation, or Direct Advocacy.
        - The subrecipient and its contractors may not use grant funds for lobbying in direct support of litigation, or in direct advocacy for, or against, a pipeline construction or expansion project.
        - The subrecipient and its contractors may not conduct political lobbying, as defined in the statutes, regulations, and 2 CFR 200.450 – "Lobbying," within the

Federally-supported project. The subrecipient and its contractors may not use Federal funds for lobbying specifically to obtain grants and cooperative agreements. The subrecipient and its contractors must comply with 49 CRR 20, US Department of Transportation "New Restrictions on Lobbying."
    - 49 CFR part 20 is incorporated by reference in this award
  - The Recipient must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.The Recipient must comply with 49 CFR part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964."
    - 49 CFR part 21 is incorporated by reference into this award
  - The sub-recipient must comply with 49 CFR part 32, "Government-wide Requirements for Drug- Free Workplace (Financial Assistance)," which implements the requirements of Public Law 100-690, Title Subtitle D, "Drug-Free Workplace Act of 1988." 49 CFR part 32 is incorporated by reference in this award..

- No term or condition of this award is intended to require the sub-recipient to violate any applicable State, Territorial or Tribal law.

- The sub-recipient must immediately notify MT DES of any change in local law, conditions, or any other event, including any litigation challenging the validity of, or seeking interpretation of, any Federal law or regulation applicable to the Federal hazmat program, which may significantly affect the sub-recipient's ability to perform the program in accordance with the terms of this award. The sub-recipient must also immediately notify MT DES of any decision pertaining to the sub-recipient's conduct of litigation that may affect MT DES interests.

5. Order of precedence

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved according to the following order of precedence:

- The Federal statute authorizing this award or any other Federal statutes, laws, regulations or directives directly affecting performance of this award.
- General terms and conditions of this award.

6. General MT DES responsibilities

The AOR is the individual who signed this award on behalf of MT DES and is the official with authority to obligate Federal Funds under this award. The AOR is

Burke Honzel
Preparedness Branch Manager
Montana Disaster and Emergency Services
1956 Mt. Majo Street
PO Box 4789
Fort Harrison, MT 59636-4789

Point of Contact for inquiries
Ryan Lee
ryanlee@mt.gov
406-417-9237

7. General sub-recipient responsibilities

In accepting this award, the sub-recipient assumes all legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the current laws, rules,

regulations, general terms and conditions, and any special conditions that may be applicable. The sub-recipient is responsible for ensuring compliance with federal requirements, failure to comply with these requirements may result in punitive action including but not limited to suspension or termination of the award and de-obligation of funds.

8. Sub-recipient Project Director (Authorized Representative)

The Project Director or Authorized Representative (AR), is the individual designated by the sub-recipient who is responsible for the implementation of the project.

Under the terms of this award the AR is responsible for:

- Accomplishing the objectives and tasks specified in the approved application within the approved budget amounts (Federal plus matching); and
- Providing required reports that are complete, accurate, and timely.

9. Sub-recipient's Signatory Official

The Signatory Official is a person with the sub-recipient organization who has authority to legally and financially bind the organization. It is the sub-recipient's responsibility to follow their agency's policies and procedures for ensuring that authorized officials sign the grant agreement, and endorse any prior approval actions.

10. Required Registration in the System for Award Management

Unless exempted from this requirement under 2 CFR § 25.110, the recipient must maintain the information in SAM until the final financial report required under this award is submitted or the Recipient receives the final payment, whichever is later. This requires that the Recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

Sub-recipients must provide its unique entity identifier to MT DES before receiving an award. The Data Universal Numbering System (DUNS) number is the nine-digit established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

11. Government-wide Debarment and Suspension (Non-procurement)

In accordance with 2 CFR § 200.212 the sub-recipient and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

The sub-recipient must also comply with 2 CFR part 1200, "Non-procurement Suspension and Debarment" which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower-tier covered transactions.

Before entering into a subaward or contract under the grant, the Recipient must verify that the entity/individuals are not excluded or disqualified from participation in Federal non-procurement or procurement programs. This can be done by:

- Performing a search by checking for Active Exclusions on the SAM website located at https://www.sam.gov/ or
- Collecting a certification from that entity/individual or
- Adding a clause or condition to the covered transaction with that entity/individual

12. Financial Management and Internal Controls

The sub-recipient's financial management system, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award.

In accordance with 2 CFR § 200.302 and 2 CFR § 200.303 the sub-recipient's financial management system must provide for the following:

- Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.

- Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR § 200.327 Financial reporting and § 200.328 Monitoring and reporting program performance.

- Records that identify the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

- Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. For more information, see 2 CFR § 200.303 Internal controls.

- Comparison of expenditures with budget amounts for each Federal award.

- Written procedures to implement the requirements of § 200.305 Payment.

- Written procedures for determining the allowability of costs in accordance with 2 CFR part 200 Subpart E—Cost Principles and the terms and conditions of this Federal award.

13. Payment

Unless otherwise authorized, the HMEP grant program payment is under the reimbursement method. Sub-recipients must comply with all provisions located 2 CFR § 200.305 reflecting payment of grant funds from a Federal agency. The sub-recipient must maintain financial management systems that meet the standards for fund control and accountability as established in 2 CFR § 200.302.

Payments for allowable costs to sub-recipients may be withheld during the period of performance if:

- The sub-recipient has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.

- The sub-recipient is delinquent in a debt to the United States as defined in OMB Guidance A-129, "Policies for Federal Credit Programs and Non-Tax Receivables." While separate depository accounts for grant funds are not required, the sub-recipient must be able to account for the receipt, obligation and expenditure of funds. Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.

- The sub-recipient is delinquent in submitting required reports or responding to findings and corrective actions listed during the course of monitoring activities.

Supporting Documentation for Payment Requests

Sub-recipients requesting reimbursement payment must submit the request using the MT DES Reimbursement form. Reimbursement requests must include supporting documentation may include but limited to accounting records (general ledger), receipts, invoices, match documentation (sign in roster, agenda, etc).

All documentation shall be kept on file according to the sub-recipients internal controls. MT DES reserves the right to request additional supporting documentation upon receipt of payment requests if necessary. These documents will be reviewed during the course of monitoring including site visits and desk reviews.

14. Allowable costs

The allowability of costs incurred by the sub-recipient will be determined using the OMB cost principles located at 2 CFR part 200 – subpart E. If a sub-recipient has any questions regarding allowability of expenditures, contact MT DES prior to purchase.

15. Matching Requirement

Per 49 U.S.C § 5116(e) The sub-recipient must provide 20 percent of the allowable direct and indirect planning and training costs of activities covered under this award from non-Federal sources. Sub-recipients may either use cash (hard match), in-kind (soft-match) contributions, or a combination of both to meet this requirement. The types of contributions allowed are listed in 49 CFR § 110.60. Matching costs and contributions also must meet the requirements of 2 CFR § 200.306, including that the costs must meet the same requirements of allowability as apply to HMEP funds.

Sub-recipients are required to maintain documentation of how the matching requirements have been met to include rosters, agendas, minutes, and/or receipts. This documentation will be reviewed during MT DES review of reimbursements or regular monitoring schedule of grants. A lack of documentation for the statutory requirements may result in the sub-recipient being designated high- risk, placed on a corrective action plan, or the recovery of disallowed costs.

Federal funds may be expended before non-Federal matching funds, provided that total program costs at completion of the program year reflect the 80 percent Federal/20 percent non-Federal allocation of costs. The matching requirement is in addition to the maintenance of effort required of Recipients of HMEP awards under 49 U.S.C. § 5116(a)(2)(A) and (b)(2)(A) and 49 CFR § 110.30(b) (2) and (c)(2).

16. Programmatic Performance Report Requirements

Mid-year performance report
Sub-grantees are required to submit mid-year performance reports to provide the status of the activities performed during the first half of the performance year, ending March 31, 2022. The mid-year report is due by April 15th to MT DES.

Annual Performance Report
Sub-grantees are required to submit final performance report to provide the status and outcomes of the activities performed during the grant period. The final report must be submitted to MT DES by November 15, 2022.

17. Procurement

Sub-recipients are to follow the procurement requirements at 2 CFR § 200.317-.326. When procuring property or services under a Federal award, a sub-recipient must follow the same policies and procedures it uses for procurements from it non-Federal funds in compliance with Federal, State, and local laws and regulations.

Sub-recipients of HMEP funds must be aware of the procurement requirements required and have documented policies and procedures to ensure compliance with these requirements. Procurement documentation and processes may be requested as part of the monitoring process.

18. Changes to approved application and budget (prior approval actions)

Sub-recipients are required to request prior approval from MT DES or PHMSA for the following program or budget related reasons:

1. Change in the scope or the objective of the project or program
2. Request for approval to engage in programmatic activities that were not detailed in the budget narrative and project narrative
3. Change in a key person specified in the application (Authorized Representative)
4. Transfer of funds among cost categories or programs, functions, and activities in which the cumulative amount of such transfers exceed 10% of the total budget.

Any request for budget or programmatic changes shall be submitted to MT DES 30 days prior to the desired effective date of the requested changes.

19. Title to Equipment

Title to equipment purchased or fabricated under this award vests in the sub-recipient, respectively, unless otherwise specified under 2 CFR § 200.313 Equipment or the special terms and conditions of the grant award.

20. Copyrights

PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes:

- The copyright in any work developed under a grant, sub-award, or contract under a grant or sub-award; and
- Any rights of copyright to which a Recipient, sub-recipient or a contractor purchases ownership with grant support.

21. Audit Requirements

As required by 2 CFR § 200.501 Audit requirements, sub-recipients that expend $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of the regulation. Sub-recipients are expected to review and fully comply with the audit requirements formerly located at A-133 and now located at 2 CFR part 200, subpart F.

22. Record retention and access to records

The sub-recipient must comply with 2 CFR § 200.333 Retention requirements for records and 2 CFR § 200.336 Access to records.

PHMSA, the Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the sub-recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the sub-recipient's personnel for the purpose of interview and discussion related to such documents. PHMSA, through its staff or authorized representatives, may make site visits, at reasonable times; to review project accomplishments, management control systems and provide guidance as may be requested or required. If a site visit is made on the premises of the sub-recipient, the sub-recipient must provide reasonable facilities and assistance to PHMSA representatives in the performance of their duties.

If PHMSA requires access to the records of a sub-recipient or contractor under the grant, whether a part of a site visit or for another type of review, PHMSA will coordinate the request with the Recipient.

All site visits and evaluations will be performed in a manner to not unduly delay work activity under the award or other activities of the Recipient, sub-recipient, or contractor.

23. Contracting with Small and Minority Firms, Women's Business Enterprises, Veteran Owned, and Hub Zone Area Firms

In keeping with 2 CFR§ 200.321 the sub-recipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. DOT's policy is to award a fair share of contracts to small minority business, women-owned, veteran- owned and HUBZone firms. DOT is strongly committed to the objectives of this policy and encourages all sub-recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness on the awarding of any contracts under DOT grants or cooperative agreements.

The Recipient and any sub-recipients are encouraged to take all necessary affirmative steps to assure that small, women-owned, minority disadvantaged businesses, veteran, and HUBZone business firms are used when possible. The Recipient shall include this award term in all sub-awards.

Affirmative steps include:

- Placing qualified small and minority-disadvantaged businesses, women owned business enterprises, veteran-owned and HUBZone business firms on solicitation lists;
- Ensuring that small and minority businesses, women's business enterprises, veteran• owned and HUB Zone business firms are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises, veteran-owned, and HUBZone business firms;
- Establishing delivery schedules, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business, women's business enterprises, veteran-owned, and HUBZone business firms; and
- Using the services and assistance of the Small Business Administration and the DOT Office of Small and Disadvantaged Business Utilization, as appropriate.

24. Seat Belt Use Policies and Programs

In accordance with Executive Order 13043, the sub-recipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating government-owned, company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1- 888-221-0045 or visit its website at www.trafficsafety.org.

25. Texting While Driving

In accordance with Executive Order, 13513, recipients, sub-recipients, and their contractors are encouraged to adopt and enforce policies that ban text messaging while driving company owned or rented vehicles or government-owned vehicles, or while driving personally owned vehicles when on official Government business or when performing any work for or on behalf of the Government. These efforts may include conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving and should encourage voluntary compliance with the

entity's text messaging policy while off duty.

26. Rights to Technical Data
Rights to tangible property under this agreement are governed in accordance with 2 CFR 200.315 – "Intangible Property."

27. Notice of News Releases, Public Announcements, and Presentations
The subrecipient must have PHMSA prior approval for all press releases, formal announcements, or other planed written issuance containing news or information concerning this Agreement before issuance

28. 811, Call Before you Dig Program (PHMSA June 2014)
Damage to pipelines during excavation is a leading cause of accidents resulting in serious injuries and fatalities, but these accidents are preventable, and you can help in preventing them. 811 is designated as the national call-before-you-dig number. Every state has a one-call law requiring excavators to have underground utilities marked before digging.

There are five steps to safer digging:
1) Make a free call to 811 a few days prior to digging
2) Wait the required time – which is prescribed in state law but generally two to three days
3) Locate/mark the utilities accurately. (This step applies to underground facility/utility owners.)
4) Respect the marks
5) Dig with care

The subrecipient is encouraged to adopt the "811, Call Before you Dig" program for its employees when digging on company-owned, leased, or personally-owned property. For more information on how to implement such a program please visit the 811-Call Before You Dig section of PHMSA's website at www.phmsa.dot.gov.

29. Access to Electronic and Information Technology (PHMSA DEC 2013)
Each Electronic and Information Technology (EIT) product or service, furnished under this award, must be in compliance with the Electronic and Information Technology Accessibility Standard (36 CFR 1194), which implements Section 508 of the Rehabilitation Act of 1973, codified at 29 U.S.C 794d. The PHMSA Office of Civil Rights will respond to any questions, and will certify Section 508 compliance for the requirement. You can reach the PHMSA Office of Civil Rights at phmsa.civilrights@dot.gov, or 202-366-9638.

30. Combating Trafficking in Persons (PHMSA July 2016)
PHMSA may terminate grants, cooperative agreements, or take any of the other remedial actions authorized under 22 U.S.C. 7104(g), without penalty, if the grantee or any subgrantee, engages in, or uses labor recruiters, brokers, or other agents who engage in –
a) Severe forms of trafficking in persons;
b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect
c) The use of forced labor in the performance of the grant or cooperative agreement
d) Acts that directly support or advance trafficking in persons, including the following acts:
   i. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.
   ii. Failing to provide return transportation or pay for return transportation cost to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless –
      1. Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, or cooperative agreement; or
      2. The employee is a victim of human trafficking seeking victim services or legal redress in the

country of employment or a witness in human trafficking enforcement action.

iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.

iv. Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.

v. Providing or arranging housing that fails to meet the host country housing and safety standards.

31. Prohibition on Awarding to Entities that Require Certain Internal Confidentiality Agreements (PHMSA FEB 2015)

a) The subrecipient shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

b) The subrecipient shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered herein are no longer in effect

c) The prohibition in paragraph (a) above does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

d) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (P.L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the recipient is not in compliance with the provisions herein.

32. American Materials Required (PHMSA 2017)

If articles, materials, or supplies are required: Only unmanufactured articles, materials, and supplies that have been mined or produced in the United States, and only manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured in the United States, shall be acquired under this award unless PHMSA determines there acquisition to be inconsistent with the public interest or the cost to be unreasonable. This requirement does not apply:

1. To articles, materials, or supplies for use outside the United States;
2. If articles, materials, or supplies of the class or kind to be used, or the articles, materials, or supplies from which they are manufactured, are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not a satisfactory quality; and
3. To manufactured articles, materials, or supplies procured under any contract with an award value that is not more than the micro-purchase threshold.

33. Violation of Award Terms

If the subrecipient has materially failed to comply with any term of the award, MT DES may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances.

34. Fraud, Waste, or Abuse

The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The telephone number is: (800) 424-9071. The mailing address is:

DOT Inspector General
1200 New Jersey Avenue, SE West Bldg. 7th Floor
Washington, DC 20590

Phone: 1.800.424.9071
Email: hotline@oig.dot.gov
Web: http://www.oig.dot.gov/Hotline

35. Accruals

As established within the Montana Operations Manual (MOM) policy, accruals are valid obligations incurred but unpaid as of the end of the state fiscal year. MOM Policy 375 requires that accrual documentation be submitted from all sub-recipients funded through MT DES as directed. Accrual information is generally due no later than the second week of June.

FY20 HMEP Quarterly Reimbursement Form

Hazardous Material Emergency Preparedness Grant
Montana Disaster and Emergency Services

Total Award Amount:	$64,100.00

Federal Amount:	$51,280.00
Match Amount:	$12,820.00

Project Name:	Billings Fire Rapid ID / Safety Officer	Date of Submission:					
Award Number:	FY22 HMEP Billings	Quarter: (check one)					
Agency	Billings Fire		1	2	3	4	Final Y/N
Contact Person:	Jason Lyon (lyonj@ci.billings.mt.us)						
Contact Phone:	406-657-8428	Reimbursement covers Project Activities during the following dates:					

Expenditure Description	Contracted Services	Supplies	Other Expenses	Total	Warrant # or Journal Reference #
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
			Total Expenditures	**$0.00**	

Match Description	Value of Match	Total Match	Notes
		$0.00	
		$0.00	
		$0.00	
		$0.00	
		$0.00	
		$0.00	
		$0.00	
	Total Match	**$0.00**	

HMEP is a 80/20 MATCH GRANT
Total Request can not exceed actual Total Expenses
Supporting Documentation must be submitted with Reimbursement Form

Total Reimbursement Requested	**$0.00**

Total Match Required	**$0.00**

Authorized Representative Signature	

JURISDICTION USING SOFT MATCH:

POINT OF CONTACT OR LEAD INSTRUCTOR:

EVENT/OR MEETING NAME:

LOCATION:

DATE AND TIME: CONTACT HOURS:

Training/Event/Meeting Roster

MONTANA DISASTER + EMERGENCY SERVICES — DES

Name /Title:	E-mail or Phone #:	Federally Funded? *REQUIRED*	Trip Miles	Total Hours	IRS mileage rate	federal volunteer rate or salary	Total Soft Match
Organization:	Address:	Yes / No					
Name / Title:	E-mail or Phone #:	Federally Funded? *REQUIRED*	Trip Miles	Total Hours	IRS mileage rate	federal volunteer rate or salary	Total Soft Match
Organization:	Address:	Yes / No					
Name /Title:	E-mail or Phone #:	Federally Funded? *REQUIRED*	Trip Miles	Total Hours	IRS mileage rate	federal volunteer rate or salary	Total Soft Match
Organization:	Address:	Yes / No					
Name / Title:	E-mail or Phone #:	Federally Funded? *REQUIRED*	Trip Miles	Total Hours	IRS mileage rate	federal volunteer rate or salary	Total Soft Match
Organization:	Address:	Yes / No					
Name /Title:	E-mail or Phone #:	Federally Funded? *REQUIRED*	Trip Miles	Total Hours	IRS mileage rate	federal volunteer rate or salary	Total Soft Match
Organization:	Address:	Yes / No					
Name / Title:	E-mail or Phone #:	Federally Funded? *REQUIRED*	Trip Miles	Total Hours	IRS mileage rate	federal volunteer rate or salary	Total Soft Match
Organization:	Address:	Yes / No					
Name /Title:	E-mail or Phone #:	Federally Funded? *REQUIRED*	Trip Miles	Total Hours	IRS mileage rate	federal volunteer rate or salary	Total Soft Match
Organization:	Address:	Yes / No					

City Council Regular

Date:	02/14/2022
Title:	Donation $10,000
Presented by:	Pepper Valdez, Fire Chief
Department:	Fire
Presentation:	No

RECOMMENDATION

Staff recommendation is to accept the cashier's check in the amount of $10,000 from a donor who wishes to remain anonymous.

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

The donor wishes to remain anonymous and that their donation benefits the fire crews at fire station #5. 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 accepting the cashier's check.

FISCAL EFFECTS

Accepting this donation will allow the department to purchase or upgrade equipment at Fire Station #5.

City Council Regular

Date:	02/14/2022
Title:	Acceptance of Trail Easement from the Roman Catholic Bishop of Great Falls
Presented by:	Elyse Monat
Department:	Planning & Community Services
Presentation:	No

RECOMMENDATION

Staff recommends that City Council accept the trail easement from the Roman Catholic Bishop of Great Falls.

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

The City of Billings is building a trail on land it owns located north of Rose Park and the BBWA Canal and south of St. Francis Catholic School between 21st St. W. and Woody Dr. Upon survey, it was discovered that St. Francis' pump house is located on City property. With the pump house in the way, there is not enough space to construct the trail on City property in that location. In order to avoid requiring St. Francis to take down or move the pump house, staff asked the Roman Catholic Bishop of Great Falls, by way of Billings Catholic Schools, for an easement on its property. The Roman Catholic Bishop agreed and has signed the easement document.

This easement will allow the City to construct the trail in a timely manner and will save St. Francis the expense of moving its pump house.

City Legal has reviewed the easement. The trail being built is paid for by Recreational Trails Program grant funds and funds from the Public Works Department, the Parks Department, and non-profit Billings TrailNet. Accepting the easement is an important part of spending the Recreational Trails Program grant funds on a timely basis and meeting grant requirements.

ALTERNATIVES

City Council may:

- Approve the easement; or,
- Not Approve the easement

Not approving the easement would result in delays for the City's trail project and expense for Billings Catholic Schools to move or demolish the pump house.

FISCAL EFFECTS

There is no cost to the City for accepting this easement. However, not accepting the easement could result in delays in the project and later bidding/quote gathering could result in higher construction costs. It is also important to deliver this project in a timely manner to avoid putting Recreational Trail Program grant funds in jeopardy.

Attachments

Trail Easement Signed by Bishop

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

TRAIL EASEMENT

THIS INDENTURE, made and entered into this 10th day of Jan, 2020, by and between the following:

ROMAN CATHOLIC BISHOP OF GREAT FALLS, MONTANA, a Corporation Sole
PO Box 1399
Great Falls, MT 59403
On behalf of and for the benefit of Billings Catholic Schools
hereinafter referred to as **GRANTOR**

and

CITY OF BILLINGS, a Municipal Corporation
City Hall – 210 North 27th Street
PO Box 1178
Billings, Montana 59103-1178,
hereinafter referred to as **GRANTEE**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged;

WITNESSETH THAT GRANTOR does hereby grant and convey unto the GRANTEE, a perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve necessary fixtures and appurtenances for a trail for the use and enjoyment of the general public over, across, under, and through the real property more particularly described as follows:

EASEMENT LAND DESCRIPTION
Tract of land situated in the SE 1/4 of Section 35, T. 1 N., R. 25 E., P.M.M., in the City of Billings,
Yellowstone County, Montana, said easement being a portion of Lot 2, Block 1 of ST. THOMAS SUBDIVISION,
on file and of record in the office of the Yellowstone County Clerk and Recorders Office, recorded
July 3rd, 2006 under document No. 3383832, more particularly described as follows,
Basis of Bearings being the South line of said Lot 2, Block 1 (S 49°06'54" W);

EASEMENT
Commencing at the most east-southeast corner of Lot 2, Block 1 of ST. THOMAS SUBDIVISION;
thence S 57°16"31" W and along the south line of said Lot 2 for a distance of 42.24 feet;
thence S 49°06'54" W for a distance of 405.00 feet to the easement True Of Beginning;
thence S 49°06'54" W for a distance of 165.00 feet;
thence N 40°53'06" W and leaving said south line of for a distance of 17.20 feet;
thence N 49°06'54" E for a distance of 165.00 feet;
thence S 40°53'06" E for a distance of 17.20 feet to the Point Of Beginning,
said easement containing an area of 2,838 square feet more or less.

TO HAVE AND TO HOLD unto **GRANTEE** and to its successors and assigns forever.

IN WITNESS WHEREOF, the **GRANTOR** warrants that they have good right to convey, free and clear of all encumbrances; the above-described interests in the real estate described and have hereunto set their hand.

By: Michael W Warfel

Its: Bishop

STATE OF MONTANA)
:ss
County of Yellowstone)

This instrument was signed or acknowledged before me on this 10 day of January 2022 by Michael W. Warfel, known to me to be the _____ of the **ROMAN CATHOLIC BISHOP OF GREAT FALLS, MT, a Corporation Sole, as GRANTOR.**

Shantal Murphy
(Notary Signature)

(Notarial Seal)

SHANTAL MURPHY
NOTARY PUBLIC for the
State of Montana
Residing at Great Falls, Montana
My Commission Expires
April 13, 2023

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings, a Montana municipal corporation, acknowledges receipt of this permanent easement and hereby accepts the property interest conveyed through this instrument.

By:_____
WILLIAM A. COLE, MAYOR
CITY OF BILLINGS

ATTEST:

By:_____
DENISE R. BOHLMAN, CITY CLERK
CITY OF BILLINGS

STATE OF MONTANA)
:ss
County of Yellowstone)

This instrument was signed or acknowledged before me on this _____day of _____, 20__, by **WILLIAM A. COLE, MAYOR** and **DENISE R. BOHLMAN, CITY CLERK**, on behalf of the **CITY OF BILLINGS, a Montana municipal corporation,** as **GRANTEE.**

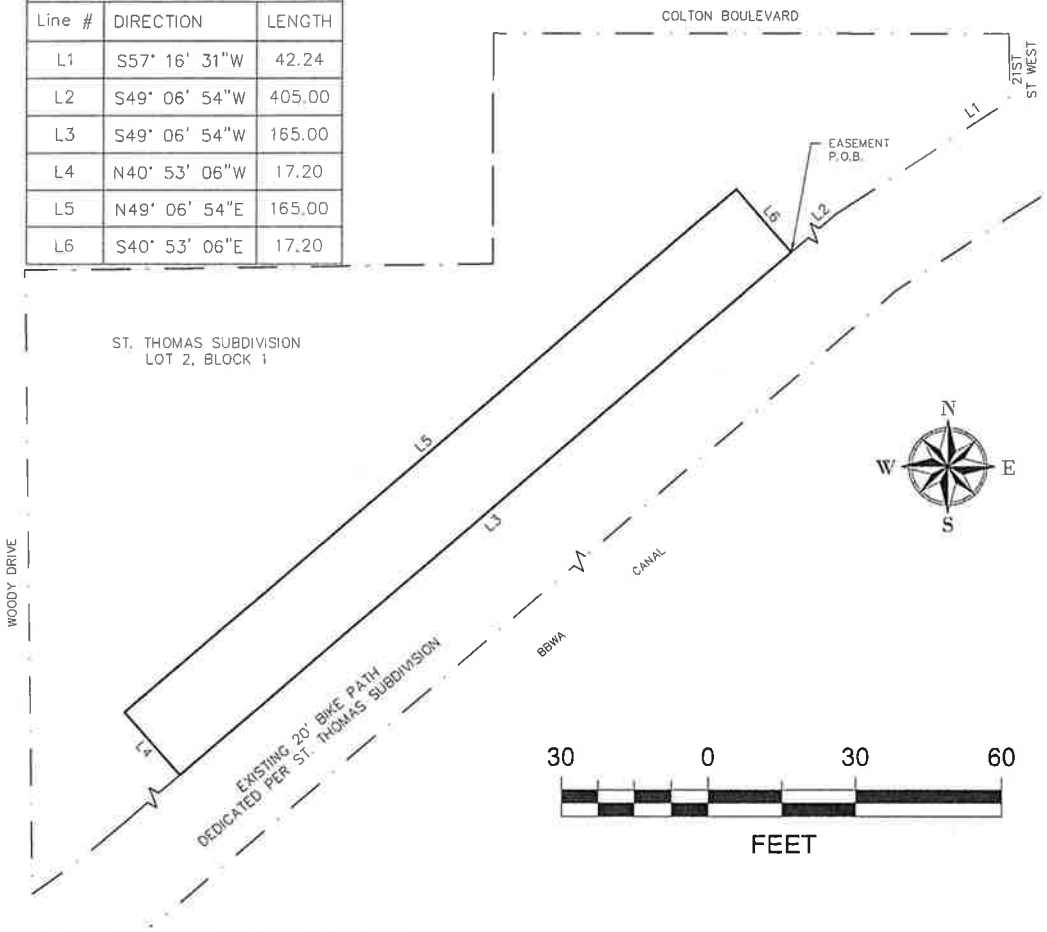
_____
(Notary Signature)

(Notarial Seal)

EXHIBIT "A"

BBWA CANAL CONNECTION TRAIL EASEMENT WITHIN
LOT 2, BLOCK 1, OF ST. THOMAS SUBDIVISION
ON FILE AND OF RECORD IN THE OFFICE OF THE YELLOWSTONE
COUNTY CLERK AND RECORDERS OFFICE,
RECORDED JULY 3rd, 2006, UNDER DOCUMENT NO. 3383832
CITY OF BILLINGS, MONTANA

EASEMENT LINE TABLE		
Line #	DIRECTION	LENGTH
L1	S57° 16' 31"W	42.24
L2	S49° 06' 54"W	405.00
L3	S49° 06' 54"W	165.00
L4	N40° 53' 06"W	17.20
L5	N49° 06' 54"E	165.00
L6	S40° 53' 06"E	17.20



EASEMENT LAND DESCRIPTION

Tract of land situated in the SE 1/4 of Section 35, T. 1 N., R. 25 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said easement being a portion of Lot 2, Block 1 of ST. THOMAS SUBDIVISION, on file and of record in the office of the Yellowstone County Clerk and Recorders Office, recorded July 3rd, 2006 under document No. 3383832, more particularly described as follows, Basis of Bearings being the South line of said Lot 2, Block 1 (S 49°06'54" W);

Commencing at the most east-southeast corner of Lot 2, Block 1 of ST. THOMAS SUBDIVISION;
thence S 57°16'31" W and along the south line of said Lot 2 for a distance of 42.24 feet;
thence S 49°06'54" W for a distance of 405.00 feet to the easement True Of Beginning;
thence S 49°06'54" W for a distance of 165.00 feet;
thence N 40°53'06" W and leaving said south line of for a distance of 17.20 feet;
thence N 49°06'54" E for a distance of 165.00 feet;
thence S 40°53'06" E for a distance of 17.20 feet to the Point Of Beginning,
said easement containing an area of 2,838 square feet more or less.

CITY OF BILLINGS, MONTANA
BBWA CANAL CONNECTION
TRAIL EASEMENT

CITY W.O. 22-09

THIS EXHIBIT IS PREPARED FROM THE CITY OF BILLINGS, MONTANA

REVISED: 01/06/2022

City Council Regular

Date:	02/14/2022
Title:	West End Hangar Ground Lease with Beacon Air Group, LLC
Presented by:	Kevin Ploehn, Director of Aviation and Transit
Department:	Airport
Presentation:	No

RECOMMENDATION

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

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

Kevin Button of both Monarch Limited of Montana, LLC (Monarch Ltd.) and Beacon Air Group, LLC (Beacon Air) desires to construct a new 100 ft. x 120 ft. hangar in the West End Large Hangar Area created for large hangar construction to accommodate large corporate and private aircraft. On October 11, 2021, City Council approved a new twenty-five year West End Hangar Ground Lease with Monarch Ltd. on this parcel. That Lease commenced October 1, 2021 and terminates September 30, 2046. The leased premises include a 38,700 square foot parcel on the newly named street Altimeter Drive. The Monarch Ltd. hangar would be the first hangar constructed in the new West End Large Hangar Area. As a principal owner in Monarch Ltd., Beacon Air, and BAG Billings, LLC, Mr. Button intended to coordinate the Monarch Ltd. hangar construction with the construction of the Fixed Base Operator (FBO) hangar and office building that will be constructed by BAG Billings, LLC under a separate twenty-five year Commercial Aviation Ground Lease.

Monarch Ltd.'s insurance provider was unable to fulfill all of the insurance requirements required under the Lease, specifically the addition of the City of Billings as a primary additional insured to Monarch Ltd.'s comprehensive liability policy. As a result, the City did not execute the Lease with Monarch Ltd. Mr. Button desires to proceed with the hangar construction as noted, subsequently staff worked with him on alternatives.

Mr. Button has requested a revision to the Lease approved on October 11, 2021, to change the name of the Lessee from Monarch Ltd. to Beacon Air. He has provided an updated insurance certificate to cover this parcel that meets the insurance requirements of the Beacon Air Lease and is acceptable to the City. No other changes to the Lease, including the term, are required. Legal has advised staff that this request for revision requires approval of the City Council.

ALTERNATIVES

City Council may:

- Approve the 25-year West End Hangar Ground Lease with Beacon Air Group, LLC and rescind the approval action of the October 11, 2021 West End Hangar Ground Lease with Monarch Limited of Montana, LLC; or
- Not Approve the above action request and advise staff on how to proceed.

FISCAL EFFECTS

The initial annual rental for this Lease will be $11,029.56. Lease rentals in subsequent years will be adjusted on an annual basis using the average of the monthly percentage increases for the previous calendar year, as determined by the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics.

City Council Regular

Date:	02/14/2022
Title:	St Vincent Healthcare Subdivision Lot 2A, Block 4 - City Subsequent Minor
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No

RECOMMENDATION

Staff recommends to City Council that the preliminary plat of Amended Lot 2A, Block 4, St Vincent Health Subdivision be conditionally approved and adopt the Findings of Fact as presented in the staff report.

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

On December 23, 2021, Sanderson Stewart, on behalf of SCL Health, applied for preliminary minor plat approval for amended Lot 2A, Block 4, St Vincent Health Subdivision. The proposed subdivision creates two lots for Development. The subject property is generally located on Henry Chapple Street between Monad Road and Saint Vincent Way. The property is zoned PD (Planned Development). The land is currently vacant.

VARIANCES

There are no variances associated with this application.

PROPOSED CONDITIONS OF APPROVAL

1. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of deliver system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

PROCEDURAL HISTORY

- Pre-application meeting October 28, 2021
- Preliminary plat application submitted to Planning Division December 23, 2021
- Preliminary plat to City Council February 14, 2022
- 35 working-day preliminary plat review period ends February 22, 2022

PLAT INFORMATION

General Location: East side of Henry Chapple Street between Monad Road and Saint Vincent Way
Legal Description: ST VINCENT HEALTHCARE SUB (15), S10, T01 S, R25 E, BLOCK 4, Lot 2A, (21)
Owner/Subdivider: SCL Health
Engineer/Surveyor: Sanderson Stewart Engineering
Existing Zoning: Planned Development
Existing Land Use: Vacant Land
Proposed Land Use: Commercial
Gross & Net Area: 125,210 sf / 125,210
Lot Size:

- Minimum: 41,283 sq. ft.
- Maximum: 83,837 sq. ft.

Parkland Requirements: No parkland is required as this is a commercial development

STAKEHOLDERS

A public hearing is not scheduled for the City Council meeting; however nearby property owners may attend the City Council meeting. The Planning Division has received no public comments or questions regarding the proposed subdivision.

ALTERNATIVES

In accordance with state law, the City Council has 35 working days to act upon this major preliminary plat. The 35 working day review period for the proposed plat ends on February 22, 2022. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 35 working day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

FISCAL EFFECTS

The preliminary plat of this subdivision will have no financial impact on the Planning Division.

SUMMARY

One of the purposes of the City's subdivision review process is to identify potential negative effects of property being subdivided. Negative effects that are identified become the subdivider's responsibility to mitigate. Various City departments, private service/utility providers and the affected school district/s, have reviewed this application and provided input on effects and mitigation. The Findings of Fact, which are presented as an attachment, discuss potential negative impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts. In this case, there were found to be minimal impacts from this proposed subdivision.

Attachments

Preliminary Plat
Subdivision Improvement Agreement
Findings of Fact

PRELIMINARY

PRELIMINARY PLAT OF AMENDED LOT 2A OF
AMENDED PLAT OF LOTS 2 AND 3, BLOCK 4,

ST. VINCENT HEALTHCARE SUBDIVISION

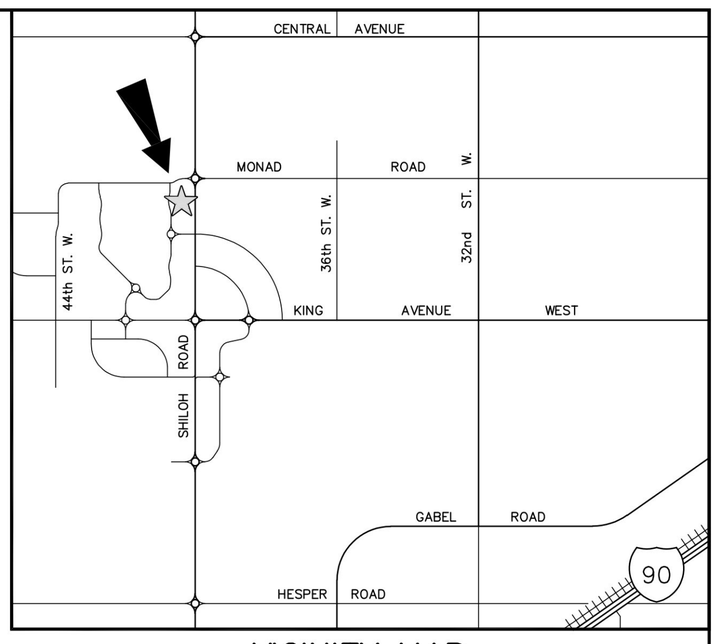
SITUATED IN THE SE1/4 OF SECTION 10, T. 1 S., R. 25 E., P.M.M.
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : SCL HEALTH

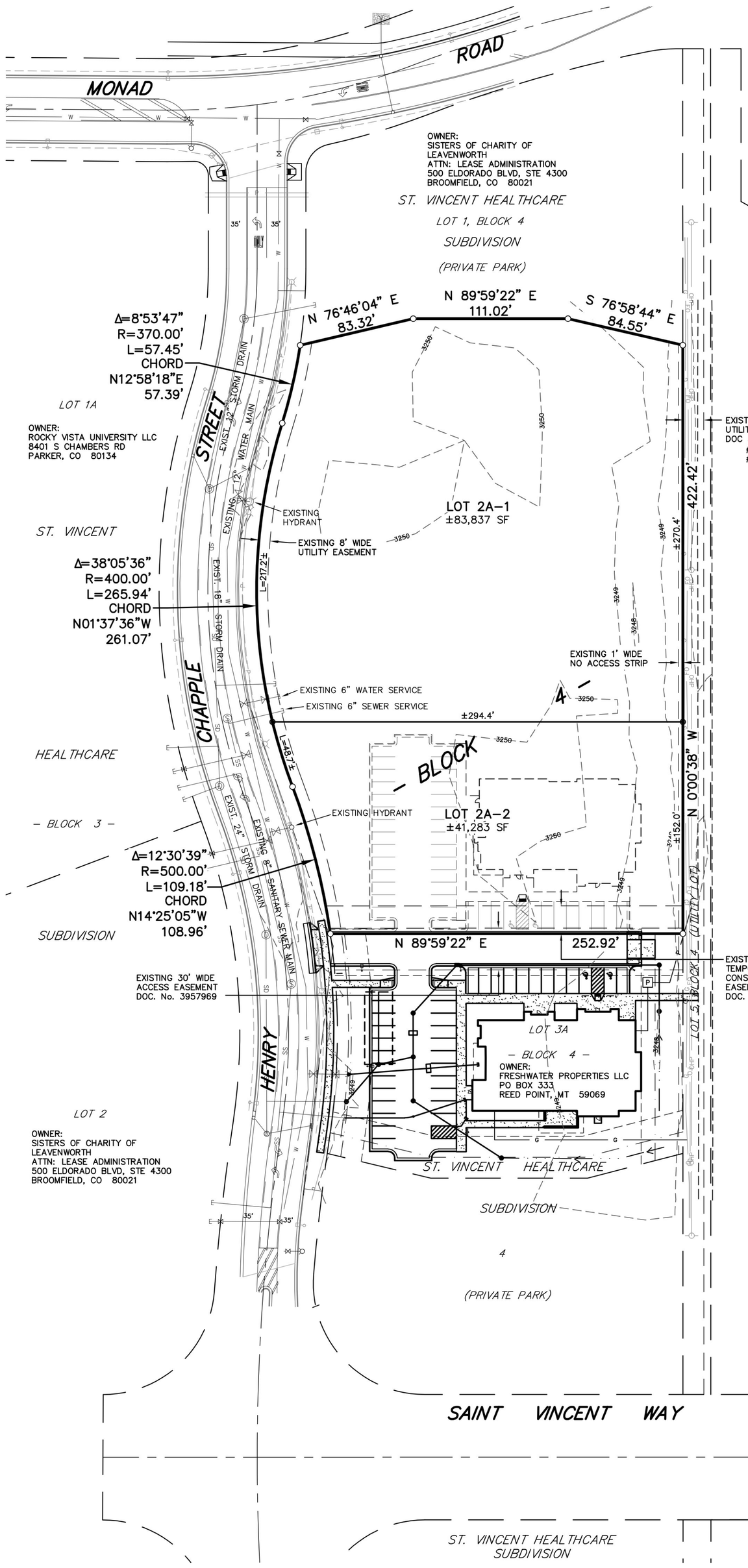
OCTOBER 2021

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



VICINITY MAP
NOT TO SCALE



NORTH

50 25 0 50 100

SCALE:1" = 50'

PLAT DATA

GROSS AREA	= 125,210 SF
NET AREA	= 125,210 SF
NUMBER OF LOTS	= 2
MINIMUM LOT SIZE	= ±41,283 SF
MAXIMUM LOT SIZE	= ±83,837 SF
LINEAL FEET OF STREETS	= 0
PARKLAND REQUIREMENT	= NA
PARKLAND DEDICATION	= NA
EXISTING ZONING	= PUD
SURROUNDING ZONING:	
NORTH	= PUD
SOUTH	= PUD
EAST	= PUBLIC R/W
WEST	= PUD
EXISTING LAND USE	= VACANT
PROPOSED LAND USE	= COMMERCIAL/ PROFESSIONAL

Return to:
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59101

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS FOR AMENDED PLAT OF LOT 2A OF AMENDED PLAT OF LOTS 2 AND 3, BLOCK 4, ST. VINCENT HEALTHCARE SUBDIVISION

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Return to:
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59101

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS

FOR

AMENDED PLAT OF LOT 2A OF AMENDED PLAT OF LOTS 2 AND 3, BLOCK 4, ST. VINCENT HEALTHCARE SUBDIVISION

THIS AGREEMENT is made and entered into this ____ day of _____, 20___, by and between **SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM, INC.**, whose address for the purpose of this agreement is P.O. Box 35200, Billings, MT, 59107, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the Amended Plat of Lot 2A of Amended Plat of Lots 2 and 3, Block 4, St. Vincent Healthcare Subdivision, hereafter referred to as "the subdivision", located in the City of Billings, Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on the ___ day of _____ , 20___, the City Council conditionally approved a preliminary plat of the Subdivision; and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to the subdivision upon the filing of the amended plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The subdivision shall comply with all

requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

None requested

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.

B. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.

C. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.

D. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

E. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner, or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this

Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

F. The subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the city and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

G. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

III. TRANSPORTATION

A. Streets

The subdivision is adjacent to Henry Chapple Street. This street is a developed right-of-way. No street improvements are anticipated at this time for the subdivision but is included in the Waiver of Right to Protest Future Special Improvement Districts.

B. Sidewalks

Construction of sidewalks along frontage of the lots shall be installed by the lot owner at the time of lot development. Sidewalks along the street frontage shall be minimum 5-foot-wide and separated with a boulevard width not less than five feet.

C. Street Lighting

Street lighting currently exists along Henry Chapple Street in the vicinity of the subdivision. No new street lighting will be required as a result of the subdivision but is included in the Waiver of Right to Protest Future Special Improvement Districts.

D. Traffic Control Devices

No street traffic control devices are anticipated at this time for the subdivision but is included in the Waiver of Right to Protest Future Special Improvement Districts.

E. Access

Lot 2A-1 requires an access from Henry Chapple Street, being adjacent along the entire west line of Lot 2A-1.

Lot 2A-2 requires an access from Henry Chapple Street, being adjacent along the entire west line of Lot 2A-2. Lot 2A-2 also has access through the existing approach from Lot 3A through an existing 30-foot-wide access easement, Doc. No. 3957969.

F. Billings Area Bikeway and Trail Master Plan

No additional improvements are anticipated at this time for the subdivision relating to the Billings Area Bikeway and Trail Master Plan.

G. Public Transit

No additional improvements are anticipated at this time for the subdivision relating to public transit.

IV. EMERGENCY SERVICES

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the Stormwater Management Manual in place at the time of development. A complete stormwater management plan shall be submitted to the Engineering Division for review and approval of individual lots at the time of development.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department – Engineering Division or the Heights Water District. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department, and the Montana Department of Environmental Quality.

A. Water

Lot 2A-1 has an existing 6" water service connection to the main water line in Henry Chapple Street.

At the time of development, the owner of Lot 2A-2 shall install a water service connection to the main water line in Henry Chapple Street. The water service size and location to be determined at the time of lot development.

B. Sanitary Sewer

Lot 2A-1 has an existing 6" sanitary sewer service connection to the main sanitary sewer line in Henry Chapple Street.

At the time of development, the owner of Lot 2A-2 shall install a sanitary sewer service connection to the main line in Henry Chapple Street. The sanitary sewer service size and location to be determined at the time of lot development.

C. Power, Telephone, Gas, and Cable Television

Services to Lots 2A-1 & 2A-2 will be provided from existing facilities. No additional new easements are required for the private utilities.

VII. PARKS/OPEN SPACE

Pursuant to MCA 76-3-621(3)(d), there is no parkland requirement for a subdivision in which only one additional parcel is created.

VIII. IRRIGATION

There are no active agricultural facilities within the subdivision.

IX. SOILS/GEOTECHNICAL STUDY

A project/building specific Geotechnical report may be required at the time of development of Lots 2A-1 & 2A-2.

X. PHASING OF IMPROVEMENTS

No public improvements are required at this time by the Subdivider.

XI. FINANCIAL GUARANTEES

All required improvements will be financially guaranteed or constructed prior to recording of the final plat.

Except as otherwise provided, Subdivider shall install, and construct said required improvements with cash or by utilizing the mechanics of a private contract secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

C. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.

D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

"SUBDIVIDER" SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM INC., a Kansas nonprofit corporation

By: _____

Title: _____

STATE OF _____)
:ss
County of _____)

On this _____ day of _____ , 20___ , before me, the undersigned Notary Public for the State of _____ , personally appeared _____ , known to me to be the person who signed the foregoing instrument as _____ _____ of Sisters of Charity of Leavenworth Health System Inc., and who acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of _____

This agreement is hereby approved and accepted by the City of Billings, this ____ day of _____, 20___.

"CITY" CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

_____
Notary Public in and for the State of Montana

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

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

The real property hereinabove mentioned is more particularly described as follows:

The Amended Plat of Lot 9A of the Amended Plat of Lots 10-16 of Block 4, Lots 3 & 4 of Block 5, Lots 2-13 of Blocks 10 & 11, and Blocks 12 & 13 of Hilltop Subdivision, Second Filing

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Amended Lot 2A, Block 4, St Vincent Health Subdivision. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]

1. Effect on agriculture and agricultural water user facilities

The subject property is currently vacant land within a PUD. Perimeter ditches and drains shall remain in place and not be altered by the subdivider or subsequent owners. The subdivision should not affect agricultural water users' facilities.

2. Effect on local services

a. **Utilities** – Water service will be provided by the City of Billings. New individual services will be provided to all the lots, and new fire hydrants will be installed as required by the City Fire Department. The water service for this subdivision comes from a 6-inch water service in Henry Chapple Street. Lot 2A-1 has an existing connection to the aforementioned water pipe. At the time of development, the owner of Lot 2A-2 shall install a water service connection to the main water line in Henry Chapple Street. Any needed extension of those water lines will be installed by the subdivider to meet the requirements of the City of Billings Engineering Department regulations. The subdivider will install all new water lines in the local streets and individual services for each lot in accordance with design standards, specifications, rules and regulations of the City of Billings Engineering/Public Works Department and MDEQ. This is outlined in the SIA under the heading VI Utilities, A, Water.

   Sanitary sewer service will be provided by connecting to the existing City of Billings' sewer mains. There is an existing 6-inch sanitary sewer located in Henry Chapple Street. Lot 2A-1 has an existing connection to the aforementioned sanitary sewer service. At the time of development, the respective owners of Lot 2A-1 & 2A-2 shall install a sanitary sewer service connection to the line in Henry Chapple Street. All new services shall be installed in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ. This is outlined in the SIA under the heading VI Utilities, B, Sanitary Sewer.

   Private Utilities will be provided from existing facilities to the subdivision. No additional easements on the lot frontage have been requested.

   Stormwater – Stormwater drainage for the public streets is proposed to be provided by curb and gutters that discharge into storm water pipes. These and all

other drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Department.

b. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.

c. **Streets** – The subdivision is adjacent to Henry Chapple Street. Henry Chapple Street is a developed right of way and no additional street improvements are anticipated at this time. Street improvements are included in the Waiver of Right to Protest Future Special Improvement Districts.

   The sidewalks will be installed by the respective lot owner on a lot-by-lot basis, as lots develop. Sidewalks along the street frontage shall be minimum 5-foot-wide and separated with a boulevard width not less than five feet. The developer will also install all ADA required ramps at the intersections within the proposed subdivision. This information is all in the SIA under the heading Transportation.

d. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station is located at 54th St. West and Grand Ave. (Station #7). The subdivision is located within the ambulance service area of American Medical Response (AMR).

e. **Schools** –School District #2 provides educational services to elementary through high school students. Schools serving these students are Meadowlark Elementary, Ben Steele Middle School, and West High School. At the time of the writing of this staff report all schools are shown as being over capacity.

f. **Parks and Recreation** – This subdivision is part of a master planned development. The parkland requirements have been met with the previous filing of the subdivision.

g. **Mail Delivery -** The United States Postal Service will provide postal service to the subdivision and has indicated that centralized mailbox units will be required as were installed for the previous filings of this subdivision. The developer will need to coordinate mailbox locations with the postal service. **(Condition #1)**

3. Effect on the natural environment

The subject property is currently vacant land with the proposed use of large housing developments being place on the parcels. The property is not located within any floodplain. During development, storm water pollution prevention best management practices are required to be used and monitored to prevent erosion on exposed ground. Overall, the effect on the natural environment should be minimal.

4. Effect on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. There is a paragraph in the SIA that warns future lot owners of the presence of deer in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

5. Effect on the public health, safety and welfare

There will be no impacts to public health, safety and welfare because of this subdivision.

B. Was an Environmental Assessment required? [(MCA 76-3-616 and BMCC 23-302.H.1.]

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA.

C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2014 Transportation Plan, and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-302.H.4.]

1. City of Billings 2016 Growth Policy

The proposed subdivision is consistent with the following goals of the Growth Policy:

> **Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Neighborhoods that are safe and attractive and provide essential services are much desired (p.8). Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels. (p.8)
>
> **Home Base (healthy, safe and diverse housing options)** A mix of housing types that meet the needs of a diverse population is important. (p.9) Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.

2. West Billings Plan

The proposed subdivision is consistent with the following goals of the West Billings Plan.

> **PLANNED GROWTH GOAL 1** - Establish Development Patterns that Use Land More Efficiently
>
> Policy A: Promote efficient utilization of land within the West Billings planning area by promoting well designed, more pedestrian friendly, urban development patterns with a mix of uses and an efficient, creative use of land.
>
> Policy K: Increase residential densities within the West Billings planning area by approving requests for residential zoning that are consistent with this plan.

3. 2018 Billings Urban Area Long Range Transportation Plan

The proposed subdivision adheres to the goals and objectives of the 2018 Transportation Plan and preserves the street network and street hierarchy specified in the plan.

4. Billings Area Bikeway and Trail Master Plan (BABTMP)

The proposed subdivision is within the jurisdiction of the Billings Area Bikeways and Trail Master Plan. No additional improvements of this nature are anticipated.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302.H.3.a.]

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]

The subject property is located within Planned Unit Development zoning. The lot frontages conform to the requirements of this zone. Other building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-302.H.3.b.]

The subdivider will provide utility easements as requested by private utility companies on the face of the plat.

G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302.H.3.c.]

Legal and physical access is provided to the proposed will be from South 44th Street West and Monad Road. New internal accesses will provide circulation to individual lots.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Amended Lot 2A, Block 4, St Vincent Health Subdivision does not create any adverse impacts that warrant denial of the subdivision.

- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy, West Billings Plan and does not conflict with the Transportation or Bikeway/Trail Plans.

- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.

- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

RECOMMENDATION

Staff recommends to City Council that the preliminary plat of Amended Lot 2A, Block 4, St Vincent Health Subdivision be conditionally approved and adopt the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, February 14, 2021

_____

William A. Cole, Mayor

City Council Regular

Date:	02/14/2022
Title:	St Vincent Healthcare Subdivision Lot 6A, Block 1 - City Subsequent Minor
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No

RECOMMENDATION

Staff recommends to City Council that the preliminary plat of Amended Plat of Lot 6A, of the Amended Plat of Lots 3A, 4, 5, 6, and 7, Block 1, St Vincent Health Subdivision be conditionally approved and adopt the Findings of Fact as presented in the staff report.

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

On December 23, 2021, Sanderson Stewart, on behalf of SCL Health, applied for preliminary minor plat approval for amended Lot 6A, Block 1, St Vincent Health Subdivision. The proposed subdivision creates three lots for development. The subject property is generally located near the northeast intersection of Saint Mary Way and King Avenue West. The property is zoned Planned Development (PD). The land is currently vacant.

VARIANCES

There are no variances associated with this application.

PROPOSED CONDITIONS OF APPROVAL

1. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of deliver system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

PROCEDURAL HISTORY

- Pre-application meeting October 28, 2021
- Preliminary plat application submitted to Planning Division December 23, 2021
- Preliminary plat to City Council February 14, 2022
- 35 working-day preliminary plat review period ends February 22, 2022

PLAT INFORMATION

General Location: Northeast intersection of Saint Mary Way and King Avenue West
Legal Description: ST VINCENT HEALTHCARE SUB (15), S10, T01 S, R25 E, BLOCK 1, Lot 6A, AMD (20)
Owner/Subdivider: SCL Health
Engineer/Surveyor: Sanderson Stewart Engineering
Existing Zoning: PD
Existing Land Use: Vacant Land
Proposed Land Use: Commercial/Professional
Gross & Net Area: 201,163 sf / 201,163 sf
Lot Size

- Minimum: 57,323
- Maximum: 82,371

Parkland Requirements: No parkland is required as this is a commercial development

STAKEHOLDERS

A public hearing is not scheduled for the City Council meeting; however nearby property owners may attend the City Council meeting. The Planning Division has received no public comments or questions regarding the proposed subdivision.

ALTERNATIVES

In accordance with state law, the City Council has 35 working days to act upon this major preliminary plat. The 35-working day review period for the proposed plat ends on February 22, 2022. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 35 working day review period, the City Council is required to:
1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

FISCAL EFFECTS
The preliminary plat of this subdivision will have no financial impact on the Planning Division.

SUMMARY
One of the purposes of the City's subdivision review process is to identify potential negative effects of property being subdivided. Negative effects that are identified become the subdivider's responsibility to mitigate. Various City departments, private service/utility providers and the affected school district/s, have reviewed this application and provided input on effects and mitigation. The Findings of Fact, which are presented as an attachment, discuss potential negative impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts. In this case, there were found to be minimal impacts from this proposed subdivision.

Attachments

Preliminary Plat
Subdivision Improvement Agreement
Findings of Fact

PRELIMINARY PLAT OF AMENDED LOT 6A OF
AMENDED PLAT OF LOTS 3A, 4, 5, 6, & 7, BLOCK 1,

ST. VINCENT HEALTHCARE SUBDIVISION

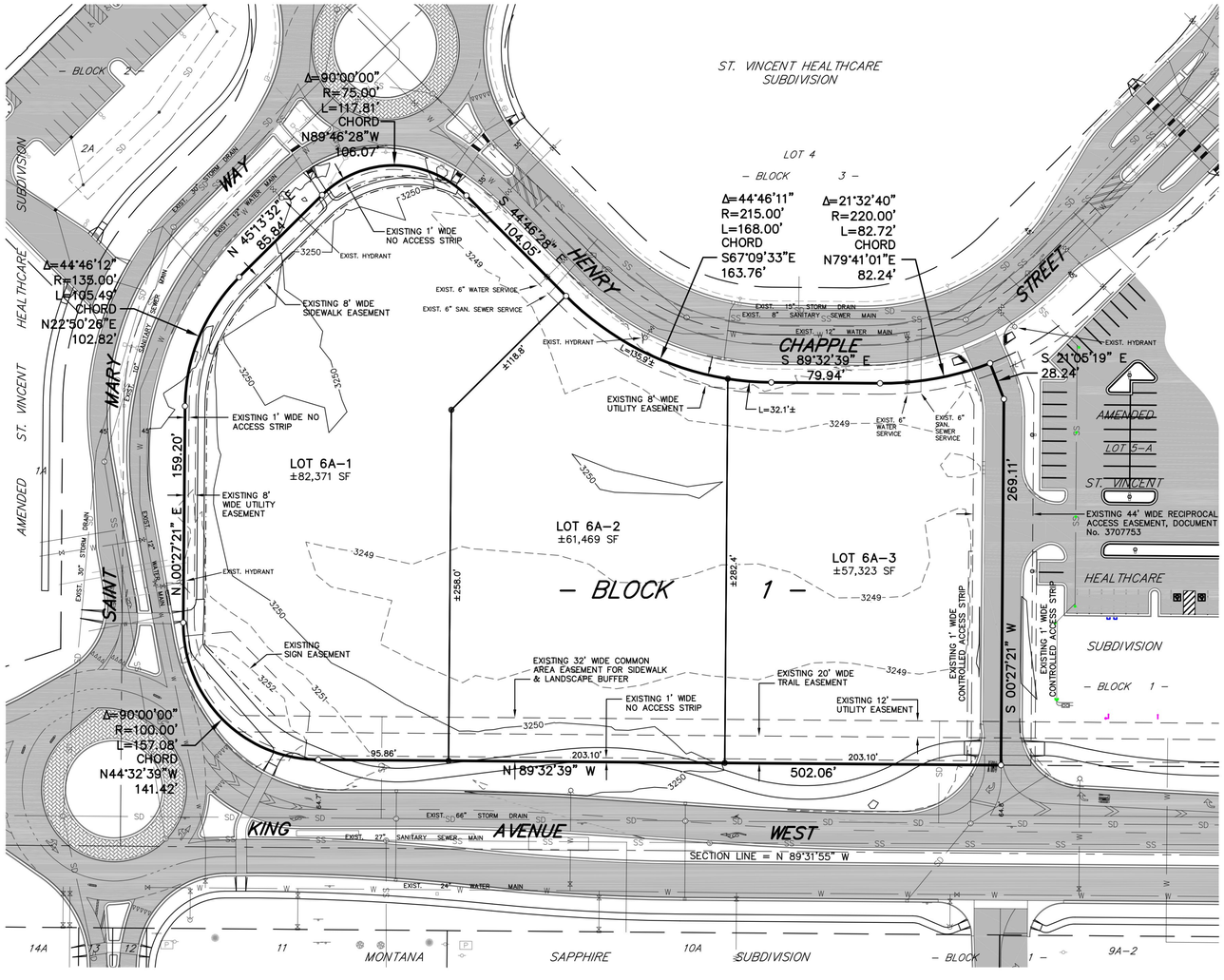
SITUATED IN THE SE1/4 OF SECTION 10, T. 1 S., R. 25 E., P.M.M.
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

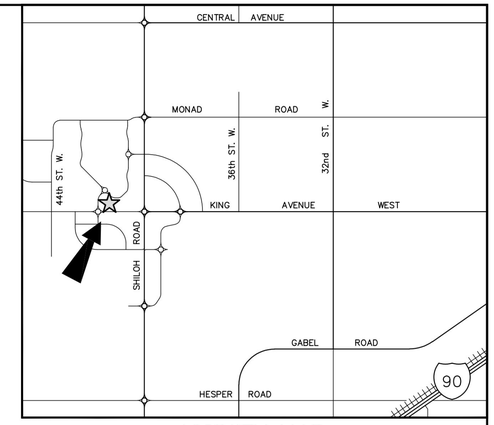
PREPARED FOR : SCL HEALTH

OCTOBER 2021

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA





VICINITY MAP
NOT TO SCALE

NORTH

50 25 0 50 100

SCALE:1" = 50'

PLAT DATA

GROSS AREA	=	201,163 SF
NET AREA	=	201,163 SF
NUMBER OF LOTS	=	3
MINIMUM LOT SIZE	=	±57,323 SF
MAXIMUM LOT SIZE	=	±82,371 SF
LINEAL FEET OF STREETS	=	0
PARKLAND REQUIREMENT	=	NA
PARKLAND DEDICATION	=	NA
EXISTING ZONING	=	PUD
SURROUNDING ZONING:		
NORTH	=	PUBLIC R/W
SOUTH	=	PUBLIC R/W
EAST	=	PUD
WEST	=	PUBLIC R/W
EXISTING LAND USE	=	VACANT
PROPOSED LAND USE	=	COMMERCIAL/ PROFESSIONAL

Return to:
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59101

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS FOR AMENDED PLAT OF LOT 6A OF AMENDED PLAT OF LOTS 3A, 4, 5, 6, & 7, BLOCK 1, ST. VINCENT HEALTHCARE SUBDIVISION

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Return to:
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59101

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS FOR AMENDED PLAT OF LOT 6A OF AMENDED PLAT OF LOTS 3A, 4, 5, 6, & 7, BLOCK 1, ST. VINCENT HEALTHCARE SUBDIVISION

THIS AGREEMENT is made and entered into this ____ day of _____, 20___, by and between **SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM, INC.**, whose address for the purpose of this agreement is P.O. Box 35200, Billings, MT, 59107, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the Amended Plat of Lot 6A of the Amended Plat of Lots 3A, 4, 5, 6, and 7, Block 1, St. Vincent Healthcare Subdivision, hereafter referred to as "the subdivision", located in the City of Billings, Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on the ___ day of _____ , 20___, the City Council conditionally approved a preliminary plat of the Subdivision; and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to the subdivision upon the filing of the amended plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations,

policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

None requested

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.

B. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.

C. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.

D. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

E. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner, or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this

Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

F. The subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the city and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

G. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

III. TRANSPORTATION

A. Streets

The subdivision is adjacent to Saint Mary Way and Henry Chapple Street. These streets are developed rights-of-way. No street improvements are anticipated at this time for the subdivision but is included in the Waiver of Right to Protest Future Special Improvement Districts.

B. Sidewalks

Construction of sidewalks along frontage of the lots shall be installed by the lot owner at the time of lot development. Sidewalks along the street frontage shall be minimum 5-foot-wide and separated with a boulevard width not less than five feet.

C. Street Lighting

Street lighting currently exists along Saint Mary Way and Henry Chapple Street in the vicinity of the subdivision. No new street lighting will be required as a result of the subdivision but is included in the Waiver of Right to Protest Future Special Improvement Districts.

D. Traffic Control Devices

No street traffic control devices are anticipated at this time for the subdivision but is included in the Waiver of Right to Protest Future Special Improvement Districts.

E. Access

Lot 6A-1 allows for access from Henry Chapple Street, being adjacent along the entire north line of Lot 6A-1. There is limited accessibility along Saint Mary Way due to no access limits as shown on the plat.

Lot 6A-2 requires access from Henry Chapple Street, being adjacent along the entire north line of Lot 6A-2.

Lot 6A-3 allows for access from Henry Chapple Street, being adjacent along the entire north line of Lot 6A-3. There is limited access along the private drive between Lot 6A-3 and adjacent Lot 5A as shown on the plat.

F. Billings Area Bikeway and Trail Master Plan

No additional improvements are anticipated at this time for the subdivision relating to the Billings Area Bikeway and Trail Master Plan.

G. Public Transit

No additional improvements are anticipated at this time for the subdivision relating to public transit.

IV. EMERGENCY SERVICES

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.

- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the Stormwater Management Manual in place at the time of development. A complete stormwater management plan shall be submitted to the Engineering Division for review and approval of individual lots at the time of development.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department – Engineering Division or the Heights Water District. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality.

A. Water

Lot 6A-1 has an existing 6" water service connection to the main water line in Henry Chapple Street.

At the time of development, the owner of Lot 6A-2 shall install a water service connection to the main water line in Henry Chapple Street. The water service size and location to be determined at the time of lot development.

Lot 6A-3 has an existing 6" water service connection to the main water line in Henry Chapple Street.

B. Sanitary Sewer

Lot 6A-1 has an existing 6" sanitary sewer service connection to the main sanitary sewer line in Henry Chapple Street.

At the time of development, the owners of Lot 6A-2 shall install a sanitary sewer service connection to the main line in Henry Chapple Street. The sanitary sewer service size and location to be determined at the time of lot development.

Lot 6A-3 has an existing 6" sanitary sewer service connection to the main sanitary sewer line in Henry Chapple Street.

C. Power, Telephone, Gas, and Cable Television

Services to Lots 6A-1, 6A-2, & 6A-3 will be provided from existing facilities. No additional new easements are required for the private utilities.

VII. PARKS/OPEN SPACE

Pursuant to MCA 76-3-621(3)(b), there is no parkland requirement for a subdivision in which parcels are all nonresidential.

VIII. IRRIGATION

There are no active agricultural facilities within the subdivision.

IX. SOILS/GEOTECHNICAL STUDY

A project/building specific Geotechnical report may be required at the time of development of Lots 2A-1 & 2A-2.

X. PHASING OF IMPROVEMENTS

No public improvements are required at this time by the Subdivider.

XI. FINANCIAL GUARANTEES

All required improvements will be financially guaranteed or constructed prior to recording of the final plat.

Except as otherwise provided, Subdivider shall install, and construct said required improvements with cash or by utilizing the mechanics of a private contract secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

C. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.

D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

"SUBDIVIDER" SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM INC., a Kansas nonprofit corporation

By: _____

Title: _____

STATE OF _____)
:ss
County of _____)

On this _____ day of _____ , 20___ , before me, the undersigned Notary Public for the State of _____ , personally appeared _____ , known to me to be the person who signed the foregoing instrument as _____ _____ of Sisters of Charity of Leavenworth Health System Inc., and who acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of _____

This agreement is hereby approved and accepted by the City of Billings, this ____ day of _____, 20___.

"CITY" CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

_____
Notary Public in and for the State of Montana

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

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

The real property hereinabove mentioned is more particularly described as follows:

The Amended Plat of Lot 9A of the Amended Plat of Lots 10-16 of Block 4, Lots 3 & 4 of Block 5, Lots 2-13 of Blocks 10 & 11, and Blocks 12 & 13 of Hilltop Subdivision, Second Filing

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Amended Plat of Lot 6A of the Amended Plat of Lots 3A, 4, 5, 6, and 7, Block 1, St. Vincent Healthcare Subdivision. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]

1. Effect on agriculture and agricultural water user facilities

The subject property is currently vacant land within a PUD. Perimeter ditches and drains shall remain in place and not be altered by the subdivider or subsequent owners. The subdivision should not affect agricultural water users' facilities.

2. Effect on local services

a. **Utilities** – Water service will be provided by the City of Billings. New individual services will be provided to all the lots, and new fire hydrants will be installed as required by the City Fire Department. The water service for this subdivision comes from a 6-inch water service in Henry Chapple Street. Lots 6A-1 and 6A-3 have existing connections to the aforementioned water pipe. At the time of development, the owner of Lot 6A-2 shall install a water service connection to the main water line in Henry Chapple Street. Any needed extension of those water lines will be installed by the subdivider to meet the requirements of the City of Billings Engineering Department regulations. The subdivider will install all new water lines in the local streets and individual services for each lot in accordance with design standards, specifications, rules and regulations of the City of Billings Engineering/Public Works Department and MDEQ. This is outlined in the SIA under the heading VI Utilities, A, Water.

   Sanitary sewer service will be provided by connecting to the existing City of Billings' sewer mains. There is an existing 6-inch sanitary sewer located in Henry Chapple Street. Lots 6A-1 and 6A-3 have existing connections to the aforementioned sanitary sewer service. At the time of development, the owner of Lot 6A-2 shall install a sanitary sewer service connection to the line in Henry Chapple Street. All new services shall be installed in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ. This is outlined in the SIA under the heading VI Utilities, B, Sanitary Sewer.

   Private Utilities will be provided from existing facilities to the subdivision. No additional easements on the lot frontage have been requested.

Stormwater – Stormwater drainage for the public streets is proposed to be provided by curb and gutters that discharge into storm water pipes. These and all other drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Department.

b. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.

c. **Streets** – The subdivision is adjacent to Saint Mar Way and Henry Chapple Street. Both of these streets are developed rights of way and no street improvements are anticipated at this time. Street improvements are included in the Waiver of Right to Protest Future Special Improvement Districts.

   The sidewalks will be installed by the respective lot owner on a lot-by-lot basis, as lots develop. Sidewalks along the street frontage shall be minimum 5-foot-wide and separated with a boulevard width not less than five feet The developer will also install all ADA required ramps at the intersections within the proposed subdivision. This information is all in the SIA under the heading Transportation.

d. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station is located at 54th St. West and Grand Ave. (Station #7). The subdivision is located within the ambulance service area of American Medical Response (AMR).

e. **Schools** –School District #2 provides educational services to elementary through high school students. Schools serving these students are Meadowlark Elementary, Ben Steele Middle School, and West High School. At the time of the writing of this staff report all schools are shown as being over capacity.

f. **Parks and Recreation** – This subdivision is part of a master planned development. The parkland requirements have been met with the previous filing of the subdivision.

g. **Mail Delivery -** The United States Postal Service will provide postal service to the subdivision and has indicated that centralized mailbox units will be required as were installed for the previous filings of this subdivision. The developer will need to coordinate mailbox locations with the postal service. **(Condition #1)**

3. Effect on the natural environment

The subject property is currently vacant land with the proposed use of large housing developments being place on the parcels. The property is not located in a floodplain. During development, storm water pollution prevention best management practices are required to be used and monitored to prevent erosion on exposed ground. Overall, the effect on the natural environment should be minimal.

4. Effect on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. There is a paragraph in the SIA that warns future lot owners of the presence of deer in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

5. Effect on the public health, safety and welfare

There will be no impacts to public health, safety and welfare because of this subdivision.

B. Was an Environmental Assessment required? [(MCA 76-3-616 and BMCC 23-302.H.1.]

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA.

C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2014 Transportation Plan, and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-302.H.4.]

1. City of Billings 2016 Growth Policy

The proposed subdivision is consistent with the following goals of the Growth Policy:

> **Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Neighborhoods that are safe and attractive and provide essential services are much desired (p.8). Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels. (p.8)
>
> **Home Base (healthy, safe and diverse housing options)** A mix of housing types that meet the needs of a diverse population is important. (p.9) Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.

2. West Billings Plan

The proposed subdivision is consistent with the following goals of the West Billings Plan.

> **PLANNED GROWTH GOAL 1** - Establish Development Patterns that Use Land More Efficiently
>
> Policy A: Promote efficient utilization of land within the West Billings planning area by promoting well designed, more pedestrian friendly, urban development patterns with a mix of uses and an efficient, creative use of land.
>
> Policy K: Increase residential densities within the West Billings planning area by approving requests for residential zoning that are consistent with this plan.

3. 2018 Billings Urban Area Long Range Transportation Plan

The proposed subdivision adheres to the goals and objectives of the 2018 Transportation Plan and preserves the street network and street hierarchy specified in the plan.

4. Billings Area Bikeway and Trail Master Plan (BABTMP)

The proposed subdivision is within the jurisdiction of the Billings Area Bikeways and Trail Master Plan. There is an existing shared use path, King Avenue Trail, running through the site. No additional improvements of this nature are anticipated.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302.H.3.a.]

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]

The subject property is located within Planned Unit Development zoning. The lot frontages conform to the requirements of this zone. Other building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-302.H.3.b.]

The subdivider will provide utility easements as requested by private utility companies on the face of the plat.

G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302.H.3.c.]

Legal and physical access is provided to the proposed will be from South 44th Street West and Monad Road. New internal accesses will provide circulation to individual lots.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Amended Plat of Lot 6A of the Amended Plat of Lots 3A, 4, 5, 6, and 7, Block 1, St. Vincent Healthcare Subdivision does not create any adverse impacts that warrant denial of the subdivision.

- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy, West Billings Plan and does not conflict with the Transportation or Bikeway/Trail Plans.

- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.

- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

RECOMMENDATION

Staff recommends to City Council that the preliminary plat of Amended Plat of Lot 6A of the Amended Plat of Lots 3A, 4, 5, 6, and 7, Block 1, St. Vincent Healthcare Subdivision be conditionally approved and adopt the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, February 14, 2021

_____

William A. Cole, Mayor

City Council Regular

Date:	02/14/2022
Title:	Copper Ridge Subdivision, 9th Filing - Preliminary Major Plat
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No

RECOMMENDATION

The Planning Board recommends to the City Council that the preliminary plat of Copper Ridge Subdivision, 9th Filing, be conditionally approved and the Findings of Fact adopted as presented in the staff report.

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

On November 1, 2021, Sanderson Stewart, agent for WH Copper Ridge 54, LLC, applied for preliminary major plat approval for Copper Ridge Subdivision, 9th Filing. The proposed subdivision creates 48 new lots for residential development. The subject property is generally located on the north side of Rimrock Road, west of 70th Street West, and west of the existing Copper Ridge Subdivision. The property is zoned Suburban Neighborhood (N3).

VARIANCES REQUESTED

The applicant is not requesting a variance from the subdivision regulations.

PROPOSED CONDITIONS OF APPROVAL

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. To provide for emergency vehicles being able to turn around on dead end streets created with this filing, prior to final plat approval, the applicant will provide easement documents for the temporary cul-de-sac at the northwest end of Street 1 (temporary name).
2. To ensure correct parkland development and to provide maintenance for the proposed public park with this filing of Copper Ridge Subdivision, prior to final plat approval, the applicant will add from the heading 2. Effect on Local Services, sub section f, paragraphs 3 through 5 from the findings of fact, to the SIA. This will be added under the heading VII Parks/Open Space. They will also create a Parks Maintenance District (PMD), or expand an existing one, in coordination with City Parks Department. This PMD will be able to expand with all future filings of Copper Ridge Subdivision.
3. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of deliver system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
4. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
5. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations , rules, regulations, policies, and resolutions of the City of Billings , and the laws and Administrative Rules of the State of Montana .

PROCEDURAL HISTORY

- Pre-application meeting September 16, 2021
- Preliminary plat application submitted to Planning Division on November 1, 2021
- Departmental review meeting November 18, 2021
- Preliminary plat re-submittal November 23, 2021
- Planning Board plat review December 14, 2021
- Planning Board public hearing January 11, 2022
- Preliminary plat to City Council February 14, 2022
- 60 working-day preliminary plat review period ends February 1, 2021
- Applicant requested an extension of 60 working days for the preliminary plat review period, so it now ends on February 14, 2022

PLAT INFORMATION

General location: North of Rimrock Road west of 70th Street West

Legal Description: Copper Ridge Subdivision, 9th Filing Being Lot 15A, Block 3 of Copper Ridge Sub, 8th Filing & Lot 15, Block 3 of Copper Ridge Sub, 7th Filing

Owner/Subdivider: WH Copper Ridge 54, LLC

Engineer and Surveyor: Sanderson Stewart

Existing Zoning: N3

Existing land use: Vacant / Farmland

Proposed land use: Residential

Gross and Net area: 42.762 acres; 39.997 acres

Proposed number of lots: 48

Lot size: Max: 25.964 acres
Min: 6,752 square feet

Parkland requirements: Parkland dedication requirements for this proposed plat is 1.156 acres. The applicant is proposing to provide 4.809 acres of land for parks. The overage will be applied to future filings of Copper Ridge Subdivision.

STAKEHOLDERS

On January 11, 2022, the Planning Board held a public hearing for the proposed Copper Ridge Subdivision, 9th Filing. Staff gave a brief presentation of the proposed plat. After the presentation, Board President Dennis Cook asked if there were any questions for staff. There were none. President Cook then opened the public hearing for comments from the public. There were no comments from the public about the proposed subdivision and the public hearing was closed. President Cook asked for a motion and a motion was made to recommend conditional approval of the subdivision with the recommended conditions of approval. The motion was seconded. There was no further discussion and the Planning Board voted unanimously to approve the motion.

ALTERNATIVES

In accordance with state law, the Governing Body has 60 working days to act upon this major preliminary plat. The 60 working day review period for the proposed plat now ends on February 14, 2022. Subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The Governing Body may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 60 working day review period, the Governing Body is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

FISCAL EFFECTS

This plat will have no fiscal impacts on the City/County Planning Division.

SUMMARY

One of the purposes of the subdivision review process is to identify potential negative effects of property being subdivided. Negative effects that are identified become the subdivider's responsibility to mitigate. Various departments, private service/utility providers and the affected school district/s, have reviewed this application and provided input on effects and mitigation. The Findings of Fact, which are presented as an attachment, discuss potential negative impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts. In this case, there were found to be minimal impacts from this proposed subdivision.

Attachments

Findings of Fact
Proposed Plat
SIA Draft
Copper Ridge Master Plan

Mayor Letter

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Copper Ridge Subdivision, 9th Filing. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]

1. Effect on agriculture and agricultural water user facilities

The subject property is currently used for agricultural purposes and about 42.762 acres of agricultural land would be taken out of production with this subdivision filing proposal. Perimeter ditches and drains shall remain in place and not be altered by the subdivider or subsequent owners. The subdivision should not affect agricultural water users' facilities, but it will take land out of agricultural production.

2. Effect on local services

a. **Utilities** – Water service will be provided by the City of Billings. The developer will install new water mains in all the new local streets, new individual services to all the lots, and new fire hydrants in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality (MDEQ). The water service will be provided by an existing 12-inch water line located in Shiny Penny Way and an 8-inch water main in Bronze Boulevard. The subdivider will extend the existing 12-inch water main from the existing terminus in Shiny Penny Way to the intersection of Street 1 (temporary name) within the proposed subdivision. This 12-inch main will turn south and continue to the terminus of Street 1 (temporary name). The remaining streets in this filing will have an 8-inch water line installed. The subdivider will install all new water lines in the local streets and individual services for each lot in accordance with design standards, specifications, rules and regulations of the City of Billings Engineering/Public Works Department and MDEQ. This information is within the SIA under the heading VI, Utilities A.

   Sanitary sewer service will be provided by connecting to the existing City of Billings sewer mains. There are existing 8-inch sanitary sewer located in Shiny Penny Way. This line will be extended through the proposed subdivision. A sewer main will not be installed in Rimrock Road at this time but will be with future filings. The subdivider will install new sewer mains in the local streets and individual services for each lot in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ. This information is within the SIA under the heading VI, Utilities B.

Private utility companies will provide services to the subdivision. Eight-foot-wide easements on the lot frontage have been requested and will be provided by the subdivider for the private utility companies to install the needed infrastructure.

Stormwater – Stormwater drainage for the public streets is proposed to be provided by curb and gutters that discharge into storm water pipes and eventually to retention areas in the proposed detention basins along Rimrock Road. These and all other drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Department. There is a detention basin that was previously constructed with Copper Ridge Subdivision, 8th Filing. It is located on Lot 9, Block 3 of Copper Ridge Subdivision 7th Filing. This detention basin was sized to handle the storm water for the Copper Ridge Subdivision 7th, 8th and 9th filings. The detention basin is on a lot that is owned by the HOA and is maintained by the HOA. This basin facility has an outlet to Rimrock Road and is piped to the City of Billings owned storm water management facility located near the intersection of 62nd Street West and Rimrock Road via the Birely Drain. A Stormwater Report will be submitted and approved by City Engineering before final plat. This information is within the SIA under the heading V, Storm Drainage.

b. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.

c. **Streets** – The lots within the subdivision will be served by the continuation of Shiny Penny Way and additional length of Bronze Boulevard. There will be a third street constructed, to be named, with this filing. They shall all be 34 feet back of curb to back of curb within a 56-foot-wide right of way and shall be built to City of Billings street standards. They shall be built to grade with a satisfactory subbase, base course, curb and gutter with asphalt surface. A temporary cul-de-sac will be provided at the north west end of Street 1 (temporary name). Easement documents will be provided for that cul-de-sac. **(Condition #1)**

   The sidewalks will be installed by the home builder on a lot-by-lot basis, as lots develop. The developer will install all ADA required ramps at the intersections within the proposed subdivision and in front of the parkland. This is outlined in the SIA under the heading III Transportation B Sidewalks.

   A Traffic Impact Study (TIS) update was completed with this filing to evaluate the subdivision's impact on the street network in the surrounding area. Cash contributions will be made for future intersection improvements as identified in the SIA under Transportation D. Traffic Control Devices. A proportionate contribution will be made for this 9th filing as described in the SIA.

d. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station is located

at 54th St. West and Grand Ave. (Station #7). The subdivision is located within the ambulance service area of American Medical Response (AMR).

e. **Schools** –School District #2 provides educational services to elementary through high school students. Schools serving these students are Boulder Elementary, Ben Steele Middle School, and West High School. At the time of the writing of this staff report all schools are shown as being over capacity. The subdivision is currently on a bus route.

f. **Parks and Recreation** – Residential subdivisions are required by City of Billings Subdivision Regulations to provide parkland for the residents of the subdivision. This subdivision is creating 48 residential lots with this filing. The required parkland acreage is 0.982 acres. The applicant is proposing to provide 4.809 acres of parkland. With this filing the applicant is proposing a public park. This subdivision has historically provided parkland but it has been private parks.

In the SIA the under the heading VII. Parks/Open Space it states: The subdivider will improve the public park by private contract. A park masterplan for the public park land will be prepared by the subdivider for review and approval by the City of Billings Parks and Recreation Department.

The Subdivider will improve the public park by private contract in accordance with the Parks and Recreation Department Master Plan Policy and as approved by the Department. Plans and Specifications will be reviewed and approved by the Parks and Recreation Department.

The park master plan for the public parkland with Copper Ridge Subdivision, Ninth Filing will be prepared by the Subdivider in partnership with the Parks and Recreation Department. This plan will provide for adequate public input and meet the requirements and specifications of the Parks and Recreation Department. The plan will be presented to the Parks, Recreation and Cemetery Board for their recommendation to City Council. The City Council will review and adopt the Master Plan by resolution prior to any construction.

During construction, the Department will make periodic inspections to assure the parkland is developed according to the plans and specifications. When construction is complete the Parks and Recreation Department will issue a letter of acceptance and will then begin maintenance operations. The parkland will be developed at the discretion of the Subdivider but before the final filing of the Copper Ridge Subdivision.

Operation and maintenance of the public park areas shall be by a park maintenance district (PMD) created and/or expanded for this and all subsequent filings of the Copper Ridge Subdivision by the Subdivider as approved by the Parks and Recreation Department and administered by the City of Billings. **(Condition #2)**

The applicant will create a Park Maintenance District for maintenance of the public park. This maintenance district will be expandable for all future filings of Copper Ridge.

g. **Mail Delivery -** The United States Postal Service will provide postal service to the subdivision and has indicated that centralized mailbox units will be required as were installed for the previous filings of this subdivision. The developer will need to coordinate mailbox locations with the postal service. **(Condition #3)**

3. Effect on the natural environment

The subject property is currently farmland slightly sloping to the south toward Rimrock Road with Phipps Park on the north. The property of the 9th Filing is not located within any floodplain. During development, storm water pollution prevention best management practices are required to be used and monitored to prevent erosion on exposed ground. Overall, the effect on the natural environment should be minimal.

4. Effect on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. There is a paragraph in the SIA that warns future lot owners of the presence of deer in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

5. Effect on the public health, safety and welfare

There will be minimal impacts to public health, safety and welfare because of this subdivision.

B. Was an Environmental Assessment required? [(MCA 76-3-616 and BMCC 23-302.H.1.]

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA.

C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2014 Transportation Plan, and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-302.H.4.]

1. City of Billings 2016 Growth Policy

The proposed subdivision is consistent with the following goals of the Growth Policy:

Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods): Neighborhoods that are safe and attractive and provide essential services are much desired (p.8). Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels. (p.8)

Home Base (healthy, safe and diverse housing options) A mix of housing types that meet the needs of a diverse population is important. (p.9) Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.

2. 2018 Billings Urban Area Long Range Transportation Plan

The proposed subdivision adheres to the goals and objectives of the 2018 Transportation Plan and preserves the street network and street hierarchy specified in the plan.

3. Billings Area Bikeway and Trail Master Plan (BABTMP)

The proposed subdivision is just outside the jurisdiction of the Billings Area Bikeways and Trail Master Plan. There is a Bicycle Boulevard identified on Rimrock Road to 70th Street West. This trial could continue on when Rimrock Road is built out in the future. A trail corridor exists within parkland in the previous filings of this subdivision. This trail network will eventually connect the subdivision to a future trail identified in the plan along Cove Ditch to the south and east.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302.H.3.a.]

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]

The subject property is located within Suburban Neighborhood (N3) zoning. The lot frontages conform to the requirements of this zone. Other building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-302.H.3.b.]

The subdivider will provided utility easements as requested by private utility companies on the face of the plat.

G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302.H.3.c.]

Legal and physical access is provided to the proposed lots from 70th Street West, Bronze Boulevard, and Shiny Penny Way. New internal streets will provide access to individual lots.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Copper Ridge Subdivision, 9th Filing does not create any adverse impacts that warrant denial of the subdivision.

- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy and does not conflict with the Transportation or Bikeway/Trail Plans.

- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.

- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

RECOMMENDATION

It is recommended to City Council that the preliminary plat of Copper Ridge Subdivision, 9th Filings be conditionally approved and adopt the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, February 14, 2022

_____

William A. Cole, Mayor

PLAT OF

COPPER RIDGE SUBDIVISION, 9TH FILING

BEING LOT 15A, BLOCK 3 OF COPPER RIDGE SUBDIVISION, 8TH FILING & LOT 15, BLOCK 3 OF COPPER RIDGE SUBDIVISION, 7TH FILING SITUATED IN THE THE SE1/4 OF SECTION 26, T. 1 N., R. 24 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : WH COPPER RIDGE 54 LLC

SEPTEMBER, 2021

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA

PLAT DATA

GROSS AREA	= 42.762 ACRES
NET AREA	= 40.02 ACRES
NUMBER OF LOTS	= 49
MINIMUM LOT SIZE	= 6,752 SF
MAXIMUM LOT SIZE	= 1,145,100 SF
LINEAL FEET OF STREETS	= ±2,003 L.F.
PARKLAND REQUIREMENT	= 0.982 ACRES
PARKLAND DEDICATION	= 4.809 ACRES
EXISTING ZONING	= N3–SUBURBAN NEIGHBORHOOD
SURROUNDING ZONING:	
NORTH	= OUTSIDE OF ZONING
SOUTH	= OUTSIDE OF ZONING
EAST	= N3–SUBURBAN NEIGHBORHOOD
WEST	= N3–SUBURBAN NEIGHBORHOOD
EXISTING LAND USE	= VACANT
PROPOSED LAND USE	= RESIDENTIAL DEVELOPMENT

BASIS OF BEARINGS: PLAT OF COPPER RIDGE SUBDIVISION, EIGHTH FILING

NOTE: ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.

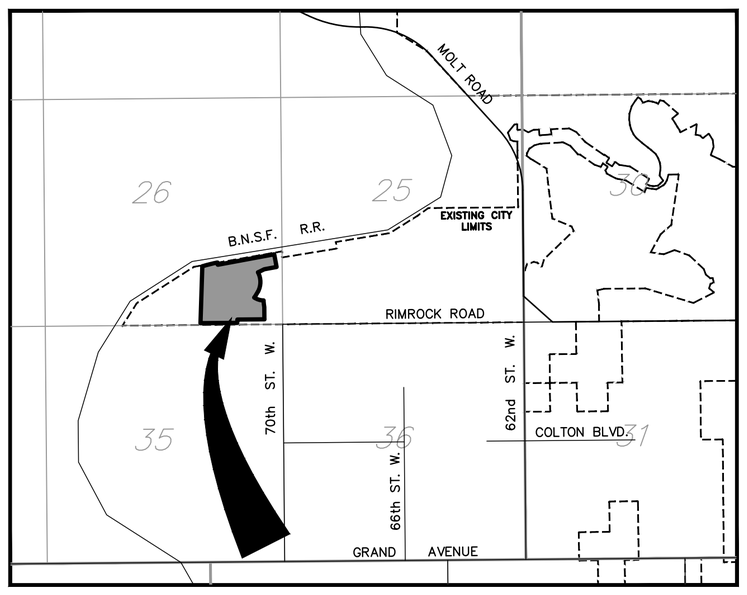
NORTH

80 40 0 80 160

SCALE: 1" = 80'

OWNERSHIP

1 COPPER RIDGE WEST INC
175 N 27TH ST STE 900
BILLINGS, MT 59101–2065



VICINITY MAP

NOT TO SCALE



Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS COPPER RIDGE SUBDIVISION, NINTH FILING

CITY OF BILLINGS

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Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS
COPPER RIDGE SUBDIVISION, NINTH FILING

THIS AGREEMENT is made and entered into this ___ day of _____, 20___, by and between **WH COPPER RIDGE 54, LLC,** whose address for the purpose of this agreement is 21080 Centre Pointe Parkway, Santa Clarita, CA 91350, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the preliminary plat of Copper Ridge Subdivision, Ninth Filing, located in the City of Billings, Yellowstone County, Montana, was submitted to the Planning and Community Services Department which recommended its approval to the Yellowstone County Board of Planning; and

WHEREAS, at a meeting held on the _____ day of _____, 20___, by the Yellowstone County Board of Planning, the Board recommended for approval, subject to certain conditions, an area known as Copper Ridge Subdivision, Ninth Filing, and

WHEREAS, at a regular meeting held on the _____ day of _____, 20___, the City Council approved, subject to certain conditions, a preliminary plat of Copper Ridge Subdivision, Ninth Filing, and

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

WHEREAS, the provisions of this agreement shall be effective and applicable to the plat of Copper Ridge Subdivision, Ninth Filing, upon filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The subdivision shall comply with all requirements of the City of Billings subdivision regulations; the rules,

regulations, policies, and resolutions of the City of Billings; and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

Subdivider requests no variances.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.

B. Lot owners should be aware that this subdivision could contain wildlife migratory routes. Consequently, owners are advised that wildlife indigenous to this area could be found on the property and may impact the developed property and interface with domestic animals, residents, and visitors. Owners may also experience problems with damage to landscaped shrubs, flowers, and gardens. Any impacts associated with wildlife and any damage arising therefrom is the responsibility of the lot owners.

C. Lot owners should be aware that the United States Postal Service mail delivery will be made only to centralized delivery locations. Such locations shall consist of from 8 to 16 mailboxes per location. The location of each centralized mailbox setting is shown on the overall development plan and the private contract construction plans. Subdivider shall install the mailboxes within the private contract for the Ninth Filing.

D. Lot owners shall be advised that land in proximity to the northern boundary of Copper Ridge Subdivision is a right-of-way owned by the Burlington Northern Santa Fe Railroad, upon which they actively operate a transportation business. The noise from moving trains is clearly audible in the subdivision. This activity is protected by state law and can be expected to continue indefinitely. Subdivider, for itself and all successor owners of property within Copper Ridge Subdivision, hereby waives any right to object and/or protest the noise created by normal operation of trains running along the railway,

acknowledges that the railroad right-of-way is private property, and further acknowledges that Copper Ridge Subdivision and successor owners of lots within the subdivision have an affirmative duty to stay off the Burlington Northern Santa Fe Railroad property and to keep children, guests, and invitees off the property.

E. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts, which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this agreement. The Subdivider and owner specifically agree that they are waiving valuable rights, and do so voluntarily.

F. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

G. Certain lots as shown on the final plat of Copper Ridge Subdivision, Ninth Filing contain storm water drainage easements with a drainage swale along property lines. This storm water drainage easement and drainage swale is for conveying storm water and shall not be altered in any way to inhibit the conveyance of storm water. It shall be the lot owners' responsibility to maintain and perpetuate this storm water swale, as a fully functional swale.

H. The lowest finished floor elevation (which includes the garage) shall be a minimum of 18-inches higher than the top of curb measured from the highest location along the lot frontage.

I. The lowest openings on each home (window well, walk-out basement doors, and equivalent openings) shall be located outside drainage paths. If this is not possible, the homebuilder and lot owners must take necessary measures to protect these openings from being inundated from surface water flows. Allow enough space between window wells and property lines to provide sufficient swales and drainage away from window wells, and meet applicable building codes for drainage requirements.

J. The developer and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and

State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

III. TRANSPORTATION

A. Streets

Shiny Penny Way, Bronze Boulevard and Street 1 (Temporary Name), shall be 56-foot rights-of-ways. Shiny Penny Way, Bronze Boulevard and Street 1 (Temporary Name) shall be 34 feet back of curb to back of curb. These roads shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings site development ordinance and city subdivision regulations. No street improvements will be constructed on Rimrock Road west of 70th Street West at this time.

B. Sidewalks

City and Subdivider agree that developer will install handicap accessibility ramps at time of private contract construction. Subdivider shall install a 5-foot wide boulevard sidewalk along the Shiny Penny Way frontage of the public park on Lot 15, Block 3 of Copper Ridge Subdivision, Ninth Filing, at the time of private contract construction. No additional boulevard sidewalks will be installed by the developer as part of construction improvements.

Individual lot owners will be responsible for the construction of the sidewalks adjacent to their lot at the time of lot construction. Sidewalks shall be 5-foot-wide boulevard sidewalks.

C. Street Lighting

Construction or installation of streetlights in subdivision shall not be required at this time, but streetlights are included in the Waiver, which also includes a maintenance district for street light energy and maintenance.

D. Traffic Control Devices

1. The Subdivider shall furnish and install all necessary traffic control devices adjacent to the subdivision. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction. All traffic control devices shall be subject to review and approval by the City Engineering office.

2. Street name signs shall be installed at all intersections.

3. The City and Subdivider agree that the Subdivider will make cash contributions to improvements at the following intersections:

Rimrock Road/62nd Street West	11.17%
Grand Avenue/70th Street West	7.89%
70th Street West/Colton Boulevard	9.04%

The percentages are based on 378 total lots in the subdivision. Each filing will contribute their proportionate share of the contributions.

The amount and timing of these contributions shall be as outlined below. These contributions represent a fair and equitable amount based on subdivision traffic using these intersections and may be used by the City for design and construction of geometric improvements, auxiliary turn lanes, or intersection controls such as traffic signals or roundabouts, at these intersections. Improvements will not be constructed until the City determines they are needed and the timing and extent of the improvements shall be at the City's sole discretion.

The amount of the contributions for the Rimrock Road/62nd Street West, Grand Avenue/70th Street West, and 70th Street West/Colton Boulevard intersections shall be as follows:

Rimrock Road/62nd Street West	1.36%	$3,400.00
Grand Avenue/70th Street West	0.96%	$2,400.00
70th Street West/Colton Boulevard	1.10%	$2,750.00

The contributions for Copper Ridge Subdivision, Ninth Filing shall be made prior to final plat approval. No building permits will be issued until Subdivider has made the cash contribution to the City.

It is anticipated that Lot 21, Block 8 will be developed with a future separate filing of the subdivision. Any cash contribution attributable to Lot 21, Block 8 shall be included with a future subdivision. The contribution may be apportioned over the various phases based on the amount of traffic each is expected to generate.

E. Access

Access will be provided in two locations for the subdivision. Extension of Shiny Penny Way and Bronze Boulevard will provide access

F. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway and Trail Master Plan identifies the BNSF Railroad right of way adjacent to the subdivision as a potential future trail alignment. As such, a potential future trail alignment is nearby to this subdivision; therefore, City and the Subdivider agree that no additional trails will be required with this subdivision.

G. Public Transit

There are no MET Transit routes that service this subdivision at this time. No improvements with regard to MET Transit vehicles are anticipated at this time.

IV. EMERGENCY SERVICES

Access is provided to this subdivision from two existing locations. The Copper Ridge Subdivision, Ninth Filing, will complete a street connection from Shiny Penny Way and Bronze Boulevard. In addition, fire hydrants will be installed at the required locations as reviewed and approved by the City of Billings Fire Department.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrant(s) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along an approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of 20-feet-wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

A. All storm drainage improvements shall comply with the provisions of Chapter 28, BMCC, and shall be in accordance with the recommendations of an approved storm drain study to be submitted to the City of Billings Engineering Department by the Subdivider. The stormwater in the subdivision will be managed on-site through surface flow on the streets, inlets, piping, and stormwater detention facilities. The stormwater design for Copper Ridge Subdivision, Ninth Filing, will conform to the current City of Billings Stormwater Management Manual and be reviewed by the City of Billings Public Works Department.

B. A detention basin has been previously constructed with Copper Ridge Subdivision, 8th Filing along the southern boundary of the subdivision. This detention facility is located on Lot 9, Block 3 of Copper Ridge Subdivision, 7th Filing. This existing stormwater detention facility has been previously sized to include Copper Ridge Subdivision, 9th Filing. The detention facility is located on Home Owner's Association (HOA) owned lot and shall be operated and maintained by the HOA. The stormwater detention facilities for the subdivision has an outlet to Rimrock Road and is piped to a City of Billings owned stormwater management facility located near the intersection of 62nd Street West and Rimrock Road via the Birely Drain.

   i. The Subdivider may direct runoff from this filing and future filings to the City of Billings stormwater management facility located near the intersection of Rimrock Road and 62nd Street West. The City of Billings will review the stormwater storage provided on-site to ensure compliance with the City of Billings Stormwater Management Manual (SWMM). The Subdivision will be required

to retain, or provide treatment, of the water quality volume/flow on-site in accordance with the SWMM.

ii. All required stormwater storage for the subdivision will be provided on-site. Therefore, no off-site stormwater contributions to the City of Billings stormwater management facility will be required.

VI. UTILITIES

Water and sanitary sewer lines shall be sized and installed in conformance with the City design standards and specifications, and the rules and regulations of the City of Billings.

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of/to water mains and sanitary sewers to the Public Works Department, Engineering Division. The extension/connection of/to water mains and sanitary sewers are subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The developer/owner acknowledges that the subdivision shall be subject to the applicable system development fees in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules and regulations of, and as approved by, the City of Billings Public Works Department, Fire Department, and the Montana Department of Environmental Quality.

A. Water

Service to the subdivision will be provided from the existing 12-inch water main stub located in Shiny Penny Way and an existing 8-inch water main stub in Bronze Boulevard. The Subdivider will extend the existing 12-inch water main from the existing terminus in Shiny Penny Way to the intersection of Shiny Penny Way/Street 1 (temporary name) and continue the extension from the intersection of Shiny Penny Way/Street 1 (temporary name) to the southwest in Street 1 (temporary name) adjacent to Lot 1, Block 9 and stub for future connection. The remaining streets in Copper

Ridge Subdivision 9th Filing shall be 8-inch diameter. No water main will be installed in Rimrock Road west of 70th Street West at this time.
Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. It is anticipated that each lot shall be provided with its own separate water service. All water construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department.

B. Sanitary Sewer

Service to the subdivision will be from the existing 8-inch sanitary sewer stub located in Shiny Penny Way. No sanitary sewer main will be installed in Rimrock Road west of 70th Street West with this subdivision but is anticipated to be extended to the west from the intersection of 70th Street West and Rimrock Road with future filings.

Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. Each lot shall be provided with its own service. All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality and will be approved by the Public Works Department.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be placed in designated easements outside of the right-of-way and shall be installed underground prior to surface improvements. The location of all such facilities shall be subject to approval of the City Engineer.

VII. PARKS/OPEN SPACE

Per Section 76-3-621 of the Montana Code Annotated, 0.982 acres of parkland dedication is required for Copper Ridge Subdivision, Ninth Filing. The parkland provided with the platting of Copper Ridge Subdivision, Ninth Filing is 4.809 acres. The excess parkland dedication will be applied to future filings of Copper Ridge Subdivision. The Subdivider proposes to dedicate land as public park. The Subdivider will improve the public park by private contract.

Operation and maintenance of the public park areas will be by a park maintenance district created for the subdivision and administered by the City of Billings.

A park masterplan for the public parkland with Copper Ridge Subdivision, Ninth Filing will be prepared by the Subdivider for review and approval by the City of Billings Parks and Recreation Department. The park masterplan shall be submitted within 120 days of filing of the final plat, or sooner. The park masterplan will define the improvements and timing of construction of the park improvements.

VIII. HOMEOWNER'S ASSOCIATIONS

A homeowner's association (HOA) will be established for this subdivision. The HOA will have the following responsibilities:

A. Contact Information

HOA shall provide contact information of the senior board official to the City Engineering Department upon the establishment of the HOA and/or changing of board members.

B. Stormwater Drainage Facilities

The HOA shall be responsible for the maintenance of the on-site stormwater drainage facilities located on Lot 19, Block 1 and Lot 9, Block 3, Copper Ridge Subdivision Seventh Filing. The HOA shall share the cost of maintenance of the community stormwater facilities.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical report was performed within the area of this subdivision and is available for review at the City of Billings Planning Department. The Geotechnical Investigation Report for Copper Ridge Subdivision, 9th Filing Billings, Montana was completed by Rimrock Engineering Inc. and dated November 15, 2021.

It is recommended that owners, purchasers, realtors, builders, and developers fully familiarize themselves with the information contained in this report prior to design or construction. There are variable soil conditions throughout the Subdivision, and the potential exists for collapsible soils within the Subdivision.

X. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a private contract secured by letters of credit or a letter of commitment to lend funds from a commercial

lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineering Department and Public Works Department, Distribution and Collection Division.

XI. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. Subdivider agrees to guarantee all public improvements for a period of two year from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed subdivision, by signature subscribed herein below, agree, consent, and shall be bound by the provision of the agreement.

C. The covenants, agreements, and all statements in this agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.

D. In the event it becomes necessary for either party to this agreement to retain an attorney to enforce any of the terms or conditions of this agreement or to give any notice required herein, then the prevailing party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this agreement or any provisions herein shall be made in writing and executed in the same manner as this original document, and shall after execution become a part of this agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

"SUBDIVIDER" **WH COPPER RIDGE 54, LLC**

By: _____

Its: _____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the _____ of **WH COPPER RIDGE 54, LLC,** and who acknowledged to me that said company 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:_____

This Agreement is hereby approved and accepted by City of Billings, this ___ day of _____, 20___.

"CITY" **CITY OF BILLINGS, MONTANA**

By:_____
Mayor

Attest:_____
City Clerk

STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____ day of_____, 20___, before me, a Notary Public for the State of Montana, personally appeared _____, and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

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

Approved as to Form:

_____
City Attorney

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

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

The real property hereinabove mentioned is more particularly described as follows:

Copper Ridge Subdivision, Ninth Filing

Signed and dated this _____ day of _____, 20___.

WH COPPER RIDGE 54, LLC

_____

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 the _____ _____ of **WH COPPER RIDGE 54, LLC**, and who acknowledged to me that said company executed the same.

IN WITNESS WHEROF, 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: _____

MASTERPLAN EXHIBIT OF

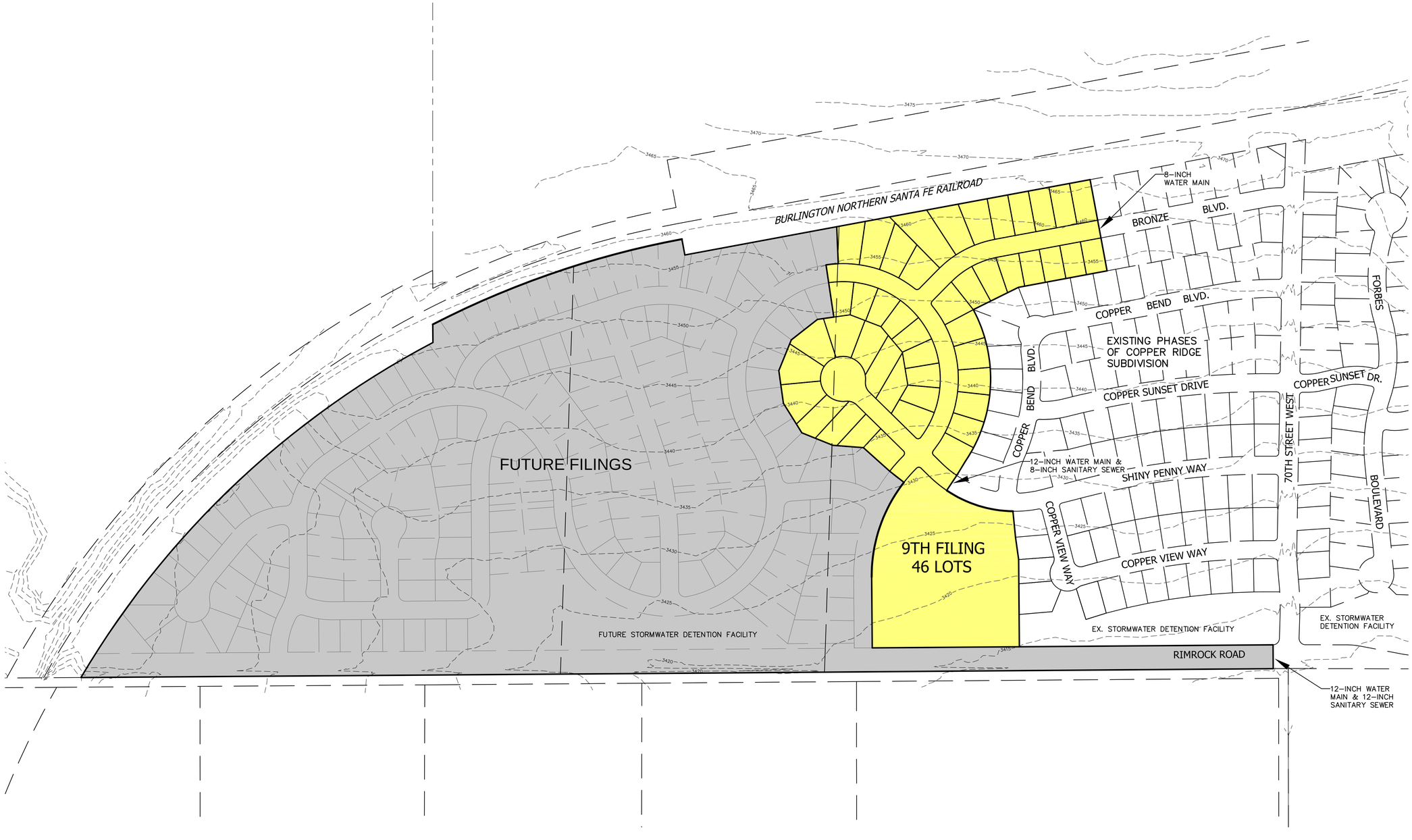
COPPER RIDGE SUBDIVISION

BEING LOT 15A, BLOCK 3 OF COPPER RIDGE SUBDIVISION, 8TH FILING &
LOTS 15 AND 16, BLOCK 3 OF COPPER RIDGE SUBDIVISION, 7TH FILING
SITUATED IN THE THE S1/2 OF SECTION 26, T. 1 N., R. 24 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : WH COPPER RIDGE 54 LLC
PREPARED BY : SANDERSON STEWART

SEPTEMBER 2021
BILLINGS, MONTANA

NORTH
150 75 0 150 300
SCALE: 1" = 150'



CITY OF
Billings
MAYOR'S OFFFICE

Bill Cole, Mayor
P.O. Box 1178
Billings, MT 59103
P 406.657.8296
F 406.657.8390

February 14, 2022

Sanderson Stewart
Gary Owen
1300 North Transtech Way
Billings, MT 59102

Dear Applicant:

On February 14, 2022, the Billings City Council conditionally approved the preliminary plat of Copper Ridge Subdivision, 9th Filing, subject to the following conditions of approval:

1. To provide for emergency vehicles being able to turn around on dead end streets created with this filing, prior to final plat approval, the applicant will provide easement documents for the temporary cul-de-sac at the northwest end of Street 1 (temporary name).
2. To ensure correct parkland development and to provide maintenance for the proposed public park with this filing of Copper Ridge Subdivision, prior to final plat approval, the applicant will add from the heading 2. Effect on Local Services, sub section f, paragraphs 3 through 5 from the findings of fact, to the SIA. This will be added under the heading VII Parks/Open Space. They will also create a Parks Maintenance District (PMD), or expand an existing one, in coordination with City Parks Department. This PMD will be able to expand with all future filings of Copper Ridge Subdivision.
3. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of deliver system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
4. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
5. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Dave Green at (406) 247-8666 or by email at greend@billingsmt.gov

Sincerely,

_____
William A. Cole, Mayor

City Council Regular
Date: 02/14/2022
Title: High Sierra Subdivision, 21st Filing - Preliminary Major Plat
Presented by: Monica Plecker
Department: Planning & Community Services
Presentation: No

RECOMMENDATION

The Planning Board recommends to City Council that the preliminary plat of High Sierra Subdivision, 21st Filing be conditionally approved and it adopt the Findings of Fact as presented in the staff report.

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

On November 1, 2021, Sanderson Stewart, agent for High Sierra II, Inc., applied for preliminary major plat approval for High Sierra Subdivision, 21st Filing. The proposed subdivision creates 49 lots for residential development. The subject property is generally located north of Annandale Road in Billings Heights. The property is zoned Suburban Neighborhood (N3). The proposed lots will follow the current zoning for lot frontage.

VARIANCES REQUESTED

The applicant is not requesting a variance from the subdivision regulations.

PROPOSED CONDITIONS OF APPROVAL

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.
2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

PROCEDURAL HISTORY

- Pre-application meeting September 9, 2021
- Preliminary plat application submitted to Planning Division on November 1, 2021
- Departmental review meeting November 18, 2021
- Preliminary plat resubmittal November 23, 2021
- Planning Board plat review December 14, 2021
- Planning Board public hearing January 11, 2022
- Preliminary plat to City Council February 14, 2022
- 60 working-day preliminary plat review period ends February 1, 2022
- Applicant requested an extension to 60 working days, it now ends on February 14, 2022

PLAT INFORMATION

General location:	North of Annandale Road
Legal Description:	High Sierra Sub, 21st Filing Being Proposed Lot 15, Block 8 of High Sierra Sub, 17th Filing
Owner/Subdivider:	High Sierra II, Inc.
Engineer and Surveyor:	Sanderson Stewart
Existing Zoning:	N3
Existing land use:	Vacant Lane

Proposed land use:	Residential
Gross and Net area:	64.278 acres / 61.706 acres
Proposed number of lots:	49
Lot size:	Max: 51.003 acres Min.: 7,184 square feet
Parkland requirements:	Parkland dedication requirement is 1.156 acres. This requirement will be met with a cash in lieu contribution.

STAKEHOLDERS

On January 11, 2022, the Planning Board held a public hearing for the proposed plat of High Sierra Subdivision, 21st Filing. Staff gave a brief presentation of the proposed plat, after the presentation Board President Dennis Cook asked if there were any questions for staff or the agent. There were none. President Cook opened the public hearing for anyone wishing to comment on the proposed subdivision. Gary Oakland thanked the Board for their review and let them know he was available for questions. After no further comment, the public hearing was closed. President Cook asked if there was a motion on the proposed subdivision. A motion was made to recommend to the City Council that the preliminary plat of High Sierra Subdivision, 21st Filing, be conditionally approved and adopt the Findings of Fact as presented in the staff report. The motion was approved.

ALTERNATIVES

In accordance with state law, the Governing Body has 60 working days to act upon this major preliminary plat. The 60 working day review period for the proposed plat ends on February 14, 2022, with the developer's extension. Subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The Governing Body may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 60 working day review period, the Governing Body is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

FISCAL EFFECTS

This plat will have no fiscal impacts on the City/County Planning Division.

SUMMARY

One of the purposes of the subdivision review process is to identify potential negative effects of property being subdivided. Negative effects that are identified become the subdivider's responsibility to mitigate. Various departments, private service/utility providers and the affected school district/s, have reviewed this application and provided input on effects and mitigation. The Findings of Fact, which are presented as an attachment, discuss potential negative impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts. In this case, there were found to be minimal impacts from this proposed subdivision.

Attachments

Findings of Fact
Proposed Plat
SIA Draft
Mayors Letter

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of High Sierra Subdivision, 21st Filing. These findings are based on the preliminary plat application and supplemental documents; addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]

1. Effect on agriculture and agricultural water user facilities

The subject property is currently dry land grass and shrubs. There are no water rights being transferred to subdivision property owners. There are no existing ditches near this proposed development. The subdivision will not affect agricultural water users' facilities.

2. Effect on local services

a. **Utilities** – Public water services to the subject property will be provided by the County Water District of Billings Heights water distribution system. The subdivision will be served by making connections to existing 8-inch public water mains, one in Montecito Avenue and one in Chino Circle. An 8-inch water main will be installed in the new internal streets. The water main within the subdivision will make looped connections whenever possible. All water line construction shall be installed in conformance with the design standards, specification, rules and regulations of the County Water District of Billings Heights. The County Water District of Billings Heights will review and approve all proposed water lines prior to installation. This information is all covered in the SIA under the heading VI Utilities.

Fire hydrants will also be installed as required by the City of Billings Fire Department. The City Fire Department with review and approve all proposed hydrant locations prior to installation. This information is all covered in the SIA under the heading VI Utilities.

Sanitary sewer service will be provided by the City of Billings by making a connection to an existing 8-inch diameter sewer main located in Montecito Avenue and to an existing 10-inch sewer main located in Chino Circle. The 10-inch line will be extended north and west for future connections with future filings. All sewer line construction shall be installed in conformance with the design standards, specification, rules and regulations of the City of Billings Engineering Department. The City of Billings Engineering Department will review and approve all proposed sanitary sewer lines prior to installation. This information is all covered in the SIA under the heading VI Utilities.

All telephone, gas, electrical power, and cable television lines that are placed within the public right-of-way shall be installed prior to surface improvements.

b. **Storm water** – Stormwater management for the proposed subdivision will be provided by a combination of surface drainage and curbs and gutters, drained to underground storm drains. Storm water will discharge to a stormwater detention facility located in an off-site area on Lot 17A, Block 1, High Sierra Subdivision, 12th Filing. It is generally located north of the future High Sierra 21st Filing. This detention facility will be sized to accept runoff generated from the High Sierra Subdivision, 21st Filing and previous filings of High Sierra Subdivision. Stormwater management facilities for the subdivision must be able to pass flows generated outside the subdivision area without inundating existing and proposed home sites. All proposed stormwater management will be reviewed and approved by City of Billings Engineering Department to ensure it meets the master planned stormwater plan for High Sierra Subdivision. All drainage improvements shall comply with the provisions of the City of Billings Stormwater Management Manual and Section 23-706, BMCC, a stormwater management plan shall be submitted to the Engineering Division prior to filing of the final plat. This information is all covered in the SIA under the heading V Storm Drainage.

c. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.

d. **Streets** – Access to the lots in this proposed subdivision originate from Annandale Road. The subdivision will have access off Bonito Loop. Lots will have access from the new proposed roads within the subdivision. All new streets will be in a 56-foot-wide right of way and will be constructed to 34-foot wide, back of curb to back of curb road. Road construction will include installation of accessible ramps at the intersections.

Sidewalks will be installed at the time of individual lot development. All sidewalks will be boulevard type walks with 5-foot wide boulevard sidewalks.

e. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The fire station that serves this area is located at 1601 St. Andrews Drive (Station #6).

The subdivision is located within the ambulance service area of American Medical Response (AMR).

Comments from the Police department state that continued expansion of subdivisions will require additional resources to maintain acceptable levels of service.

f. **Schools** – School District #2 provides service to students within this subdivision from middle school and high school (Medicine Crow Middle School, and Skyview High School). School District #2 shows Medicine Crow as currently

under maximum capacity. Skyview is currently at capacity. School District #5, Independent School, will provide services for elementary school students.

g. **Parks and Recreation** – The parkland dedication requirement for this subdivision is 1.156 acres. This will be met with a cash in lieu contribution.

h. **Mail Delivery -** The United States Postal Service will provide postal service to the subdivision. They have requested the installation of centralized mailbox unit (CBUs). The developer will work with the USPS to provide a satisfactory location for a CBU for this filing. **(Condition #1)**

3. Effect on the natural environment

The subject property is relatively level land adjacent to urban development to the south. A geotechnical study was performed for the subdivision by Rimrock Engineering, Inc. dated July 28, 2021. It is recommended lot purchasers fully review that report prior to building on lots. The subdivision should have a minimal effect on the natural environment.

4. Effect on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. Future property owners should be aware that the proposed subdivision is located near prime wildlife habitat and adjacent to open grassland areas, therefore conflicts with wildlife may occur. Any damage caused by wildlife is the responsibility of the owner. This notice is in the SIA under the heading II. Property Conditions and Information for Lot Purchasers.

5. Effect on the public health, safety and welfare

Fire hydrants will be installed to meet fire department requirements. Sidewalks will offer a safe place for pedestrians to walk. The effects on public health and safety should be minimal.

B. Was an Environmental Assessment required? [(MCA 76-3-603 and BMCC 23-302.H.1.]

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA.

C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2018 Urban Area Transportation Plan and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-(8)]

1. City of Billings 2016 Growth Policy

The proposed subdivision is consistent with the following goals of the Growth Policy:

> **Essential Investments:** Infill development and development near existing City infrastructure may be the most cost effective. (p.6)

Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods): Neighborhoods that are safe and attractive and provide essential services are much desired. (p.8)

Home Base (healthy, safe and diverse housing options) Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings. (p.9)

2. Billings Heights Neighborhood Plan

The Billings Heights Neighborhood Plan, adopted in 2006, identifies this area for low-density residential development. The subdivision meets the following goals of the Heights Neighborhood Plan:

Issue: Urban Sprawl

Issue: Residential Development

Goal: To provide safe, good quality and affordable housing in the Heights. Develop housing patterns that are compatible with existing neighborhoods. Maintain similar housing in established neighborhoods.

Objectives: To encourage infill development and housing development that meets residents' desire to have similar housing within their neighborhood.

This subdivision provides low-density residential single-family development in a neighborhood with existing low-density single-family development.

3. 2018 Billings Urban Area Long Range Transportation Plan

The proposed subdivision adheres to the goals and objectives of the 2018 Transportation Plan and preserves the street network and street hierarchy specified in the plan.

4. Billings Area Bikeway and Trail Master Plan (BABTMP)

The proposed subdivision lies within the jurisdiction of the BABTMP. The BABTMP does not show any trails within the proposed subdivision.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302.H.3.a.]

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]

The subject property is located within the Suburban Neighborhood 3 (N3) zoning district. All building development on the lots shall comply with current zoning when applying for a building permit.

F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-302.H.3.b.]

The subdivider will furnish private utility easements as required by private utility providers.

G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302.H.3.c.]

Legal and physical access is provided to the proposed lots from Montecito Avenue and Chino Circle. The new internal road will provide access to individual lots. All streets are dedicated to the public as shown on the plat.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of High Sierra Subdivision, 21st Filing does not create any adverse impacts that warrant denial of the subdivision.

- The proposed subdivision conforms to several goals and policies of the 2016 Growth Policy and does not conflict with the Transportation or Bikeway and Trail Plans.

- The proposed subdivision complies with state and local subdivision regulations, local zoning, and provides legal and physical access to each lot.

- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

RECOMMENDATION

It is recommended to City Council that the preliminary plat of High Sierra Subdivision, 21st Filing be conditionally approved and adopt the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, February 14, 2022

_____

William A. Cole, Mayor

PRELIMINARY PLAT OF

HIGH SIERRA SUBDIVISION, 21ST FILING

BEING LOT 33, BLOCK 17, HIGH SIERRA SUBDIVISION, 10TH FILING & PROPOSED LOT 15, BLOCK 8, HIGH SIERRA SUBDIVISION, 17TH FILING

SITUATED IN THE SE1/4 OF SECTION 8 AND THE SW1/4 OF SECTION 9, T.1N., R. 26 E., P.M.M., IN THE CITY OF BILLINGS, MONTANA

PREPARED FOR : HIGH SIERRA II, INC.

SEPTEMBER, 2021

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA

PLAT DATA

GROSS AREA	=	64.460 AC
NET AREA	=	61.706 AC
NUMBER OF LOTS	=	49
MINIMUM LOT SIZE	=	7,184 SF
MAXIMUM LOT SIZE	=	2,222,988 SF
LINEAL FEET OF STREETS	=	±2,160 LF
PARKLAND REQUIREMENT	=	1.156 ACRES
PARKLAND DEDICATION	=	CASH-IN-LIEU
EXISTING ZONING	=	N3
SURROUNDING ZONING:		
NORTH	=	AGRICULTURE OPEN
SOUTH	=	N3, N2 & NMU
EAST	=	N3 & P1
WEST	=	N3
EXISTING LAND USE	=	VACANT
PROPOSED LAND USE	=	RESIDENTIAL DEVELOPMENT

OWNERSHIP

[1] HIGH SIERRA II INC.
175 N 27TH ST. STE 940
BILLINGS, MT. 59101

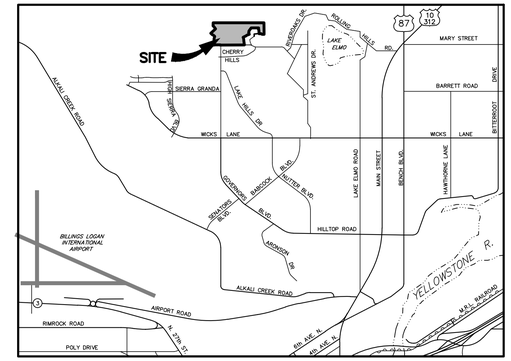
BASIS OF BEARINGS: PLAT OF HIGH SIERRA SUBDIVISION, 17TH FILING

NOTE:
1. ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.
2. ALL STREET ROW ARE 56' WIDE.
3. ALL STREET WIDTHS ARE 34' WIDE BACK OF CURB TO BACK OF CURB.

NORTH

100 50 0 100 200

SCALE: 1"=100'



VICINITY MAP
NOT TO SCALE

CURVE TABLE			
Curve #	Delta	Radius	Length
C1	1°26'54"	1053.54'	26.63'
C2	3°34'11"	178.00'	11.09'
C3	5°16'02"	178.00'	16.36'
C4	6°26'38"	122.00'	13.72'
C5	0°58'42"	1172.00'	20.01'
C6	0°59'46"	1228.00'	21.35'
C7	1°11'57"	1228.00'	25.70'
C8	1°30'40"	1172.00'	30.91'
C9	84°14'59"	20.00'	29.41'
C10	91°56'32"	20.00'	32.09'
C11	0°07'41"	1372.00'	3.06'
C12	1°07'39"	1428.00'	28.10'
C13	88°11'51"	20.00'	30.79'
C14	88°11'51"	20.00'	30.79'
C15	2°42'28"	422.00'	19.94'
C16	2°26'26"	478.00'	20.36'

Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS HIGH SIERRA SUBDIVISION, TWENTY FIRST FILING

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Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS HIGH SIERRA SUBDIVISION, TWENTY FIRST FILING

THIS AGREEMENT is made and entered into this ____ day of _____, 20___, by and between **HIGH SIERRA II, INC**., whose address for the purpose of this agreement is 175 North 27th Street, Suite 900, Billings, MT 59101, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, at a regular meeting conducted on ____ day of _____, 20_____, the Board of Planning recommended conditional approval of a preliminary plat of High Sierra Subdivision, 21st Filing; and

WHEREAS, at a regular meeting conducted on _____ day of _____, 20____, the City Council conditionally approved a preliminary plat of High Sierra Subdivision, 21st Filing; and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to High Sierra Subdivision, 21st Filing upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

A. Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City's Subdivision Regulations (Section 23.1401, BMCC):

1. No Variances are requested.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.

B. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.

C. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider, and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

E. The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the City and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

F. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Chapter 28, BMCC and detailed in the Billings Stormwater Management Manual.

1. The lowest finish floor elevation (which includes the garage) shall be a minimum of 18-inches higher than the top of curb, measured from the highest location along the lot frontage. Home builder and lot owner may find it necessary to raise the finish floor elevation of house or garage above this minimum during on-site building design and/or during on-lot grading.

2. The stormwater runoff from individual lots shall be directed toward the public right-of-way wherever possible. However, due to the existing terrain of the subdivision this is not possible for every lot. Where runoff from lots cannot be directed to public right-of-way because existing terrain is falling away from the public right of way, the stormwater runoff shall be directed to flow to the same location as it has historically. Home builder and lot owners shall consider the effect of potential off-lot run-on waters from lots uphill of the subject lot, and grade around the home to provide positive drainage away from the home. Home builder and lot owners must take necessary measures to protect the house from surface stormwater flows. Lots shall allow, through on-site building design and on-lot grading, for stormwater to pass through each lot without negatively impacting adjacent lots. The lowest openings on each home (window wells) are to be located outside the designated drainage paths. If this is not possible, the builder and lot owners must take necessary measures to protect these openings from inundating from surface water flows. In any case, the homebuilder shall allow enough space between window wells and property lines to provide sufficient swales and proper storm water drainage away from window wells.

3. Each owner of a completed lot shall be a member of the High Sierra Subdivision Homeowners Association (HOA). Membership shall be appurtenant to and may not be separated from ownership of a lot. The Homeowners Association will be set up to maintain the permanent stormwater detention facilities. The HOA Board of Directors shall have the power, in its discretion, to exclude costs of major repairs or approved capital improvements to the HOA Storm Water System from the regular monthly assessments and, instead, impose special assessments for these expenses, and for emergencies, as they are incurred.

III. TRANSPORTATION

A. Streets

1. Subdivider will enter into a private contract for the construction of all required improvements for those streets within the subdivision, as follows:

   Montecito Avenue, Chino Circle and Street 1 (Temporary Name) will be constructed within a 56-foot right-of-way using curb and gutter and full-width pavement (34-feet back of curb to back of curb). Curb and Gutter will be installed per the City of Billings Standards in place at time of construction.

B. Sidewalks

1. Sidewalk on the internal streets shall be installed at the time of individual lot development. The sidewalk shall consist of a 5-foot-wide boulevard type sidewalk with a minimum 5-foot-wide boulevard.

2. Subdivider will install accessible ramps at the intersections, which shall be completed with the subdivision improvements.

3. A 12-foot-wide sidewalk shall be constructed in the 20-foot-wide right-of-way corridors and shall be installed at the time of private contract construction.

C. Street Lighting

Construction or installation of streetlights within the public rights-of-way shall not be required at this time, but streetlights are included in the

Waiver referenced herein for construction of the same in the future. A maintenance district for streetlights may be formed for future maintenance of any streetlights installed in the future.

D. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devices within and adjacent to the Subdivision in accordance with the plans and specification submitted to and approved by the City Engineer. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction.

Based on the Traffic Impact Study (TIS) update letter, the 21st Filing development's portion of critical volumes for impacted intersections are as follows (based on a $250,000.00 intersection improvement cost):

Wicks Lane/Gleneagles Blvd	1.06% ($2,650.00)
Wicks Lane/Fantan Street	1.18% ($2,950.00)
Wicks Lane/St. Andrews Dr.	0.94% ($2,350.00)
Annandale Road/Gleneagles Blvd	1.00% ($2,500.00)
Annandale Road/St. Andrews Dr.	1.14% ($2,850.00)

City and Subdivider agree that the Subdivider will be required to make cash contributions to these intersections prior to final plat approval.

E. Access

Montecito Avenue and Chino Circle provide access to the subdivision. The interior streets will be located within a 56-foot right-of-way and will have a width of 34-feet back of curb to back of curb.

F. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway Plan (2017) shows no trail connections within the proposed area of High Sierra Subdivision, 21st Filing, and as such, no trail improvements are required as part of this subdivision.

G. Public Transit

The subdivision does not require improvements to ensure public transit service.

IV. EMERGENCY SERVICE

The City will provide emergency service. Fire hydrants shall be provided at each street intersection and at intermediate locations where distances exceed 500-feet. Appropriate turnarounds will be located on any dead-end street in excess of 150-feet.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrant(s) in place to allow for fire suppression requirements. Prior to issuance of a building permit for construction using combustible materials (i.e., lumber, plywood, wood trusses, etc.), fire apparatus access roads, and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150-feet of the furthest portion of a building under construction as measured along an approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of 20-feet-wide.
- An operational fire hydrant shall be located within 600-feet of the furthest portion of a residence under construction or within 400-feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

Storm drainage for the public streets shall be provided by a combination of surface drainage and curbs and gutters, drained to underground storm drains, and with discharge to a stormwater detention facility that is located within an off-site area on Lot 17A, Block 1, High Sierra Subdivision, 12th Filing generally north of High Sierra Subdivision, 21st Filing. This detention facility will be sized to accept runoff generated from the High Sierra Subdivision, 21st Filing and previous filings of High Sierra Subdivision. Stormwater management facilities for the subdivision must be able to pass flows generated outside the subdivision area without inundating existing and proposed home sites. All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC, a stormwater management plan shall be submitted to and approved by the Engineering Division prior to filing of the final plat.

The drainage system improvements will be in accordance with the recommendations of the stormwater analysis and report prepared and submitted with the improvement plans and specifications. Maintenance of the stormwater detention area and associated drainage facilities shall be by the High Sierra Subdivision HOA.

VI. UTILITIES

Water and sanitary sewer lines shall be sized and installed in conformance with the City design standards and specifications, and the rules and regulations of the City of Billings and the County Water District of Billings Heights.

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department, Distribution and Collection Division, and the County Water District of Billings Heights. The extension/connection of/to water mains and sanitary sewers are subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications. The appropriate water and wastewater fees in effect shall be submitted with the applications.

It is acknowledged that the properties subject to the Subdivision Improvements Agreement shall be subject to the appropriate buy-in fee for the County Water District of Billings Heights in effect at the time of payment. Fees shall be paid as applied for in the extension application and as per the first paragraph above.

The developer/owner acknowledges that the subdivision shall be subject to the applicable system development fees in effect at the time new sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.), shall be in accordance with design standards, specifications, rules, and regulations of, and as approved by the City of Billings Public Works Department, County Water District of Billings Heights, Fire Department, and the Montana Department of Environmental Quality.

A. Water

The subdivision will be served by making connections to an existing water main stub located in Montecito Avenue and Chino Circle. The existing water main in these streets is an 8-inch in diameter main and is a part of the County Water District of Billings Heights water distribution system. A new 8-inch water main will be installed in the local interior streets. The water main within the subdivision will make looped connections whenever possible. Fire hydrants will be provided at all appropriate locations and will be subject to approval by the City of Billings Fire Department. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. Each lot shall be provided with its own separate water service. All water construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the County Water District of Billings Heights and Montana Department of Environmental Quality and will be approved by the County Water District of Billings Heights.

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B. Sanitary Sewer

The subdivision will be served by making a connection to an existing 8-inch diameter sewer main located in Montecito Avenue and to an existing 10-inch diameter sewer main located in Chino Circle. The 10-inch diameter sewer main will be extended to the north and west for connection of future filings. The remaining sanitary sewer mains in Montecito Avenue, Chino Circle and Street 1 (Temporary Name) will be 8-inch diameter.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be the responsibility of the Subdivider. Any line located within public right-of-way shall be subject to approval of the City Engineer.

VII. PARKS/OPEN SPACE

Section 76-3-621 of the Montana Subdivision and Platting Act covers the park dedication requirement. Additionally, Section 23-1002. B.1 of the City of Billings municipal code covers parkland dedication of major subdivisions. High Sierra Subdivision, 21st Filing requires a parkland dedication 1.156 acres. The Subdivider will make a cash in-lieu contribution for the 1.156 acres in lieu of parkland dedication.

VIII. IRRIGATION

No permanent irrigation ditches, field laterals, or irrigation easements exist on the subdivision.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical report was performed within the area of this subdivision and submitted with the preliminary plat and is available for review at the City of Billings Planning Department. The Geotechnical Investigation Report for High Sierra Subdivision 21st Filing Billings, Montana was completed by Rimrock Engineering Inc. and dated _____.

It is recommended that owners, purchasers, realtors, builders, and developers fully familiarize themselves with the information contained in this report prior to design or construction.

X. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install, and construct said required improvements with cash or by utilizing the mechanics of a special improvement district or private contracts secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

XI. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. Subdivider agrees to guarantee all public improvements for a period of two year from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

C. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.

D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

"SUBDIVIDER" **HIGH SIERRA II, INC.**

By:_____

Its:_____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who executed the foregoing instrument as the _____ _____ of **HIGH SIERRA II, INC.**, and acknowledged to me that he/she executed the same.

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

This agreement is hereby approved and accepted by the City of Billings, this ____ day of _____, 20___.

"CITY" **CITY OF BILLINGS, MONTANA**

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

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

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

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

The real property hereinabove mentioned is more particularly described as follows:

High Sierra Subdivision, 21st Filing

Signed and dated this _____ day of _____, 20___.

"SUBDIVIDER" **HIGH SIERRA II, INC.**

_____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____of **HIGH SIERRA II, INC.,** the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEROF, 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: _____

CITY OF
Billings
MAYOR'S OFFFICE

Bill Cole, Mayor
P.O. Box 1178
Billings, MT 59103
P 406.657.8296
F 406.657.8390

February 14, 2022

Oakland Built Homes Inc.
175 N. 27th Street, Suite 900
Billings, MT 59101

Dear Applicant:

On February 14, 2022, the Billings City Council conditionally approved the preliminary plat of High Sierra Subdivision, 21st Filing, subject to the following conditions of approval:

1. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.
2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Dave Green at (406) 247-8666 or by email at greend@billingsmt.gov

Sincerely,

_____
William A. Cole, Mayor

City Council Regular

Date:	02/14/2022
Title:	Lake Hills Subdivision, 38th Filing - Final plat
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No

RECOMMENDATION

Staff recommends the City Council approve the final plat and SIA of Lake Hills Subdivision, 38th Filing.

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

On January 16, 2022, Performance Engineering applied for final minor plat approval for Lake Hills Subdivision, 38th Filing. The proposed subdivision creates 2 lots for residential development. The subject property is generally located on the west side of Clubhouse Way where it intersects with Boca Raton Road. The property is zoned Neighborhood Mixed Use (NMU).

ALTERNATIVES

The City Council may approve, conditionally approve or disapprove the final plat of Lake Hills Subdivision, 38th Filing. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met. The criteria are as follows:
76-3-611. Review of final plat.
(1) The governing body or the agent or agency designated by the governing body shall examine each final plat, and the governing body shall approve the plat only if:
(a) it conforms to the conditions of approval set forth on the preliminary plat and to the terms of this chapter and (local) regulations adopted pursuant to this chapter; and
(b) the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid.

Staff finds the final plat meets the criteria outlined in 76-3-611 above.

FISCAL EFFECTS

The final plat of this subdivision will have no financial impact on the Planning Division.

Attachments

Final Plat
Final SIA
Conditions of Approval

PEC STANDARD.CTB

12/8/2021 1:07:03 PM

PLAT OF

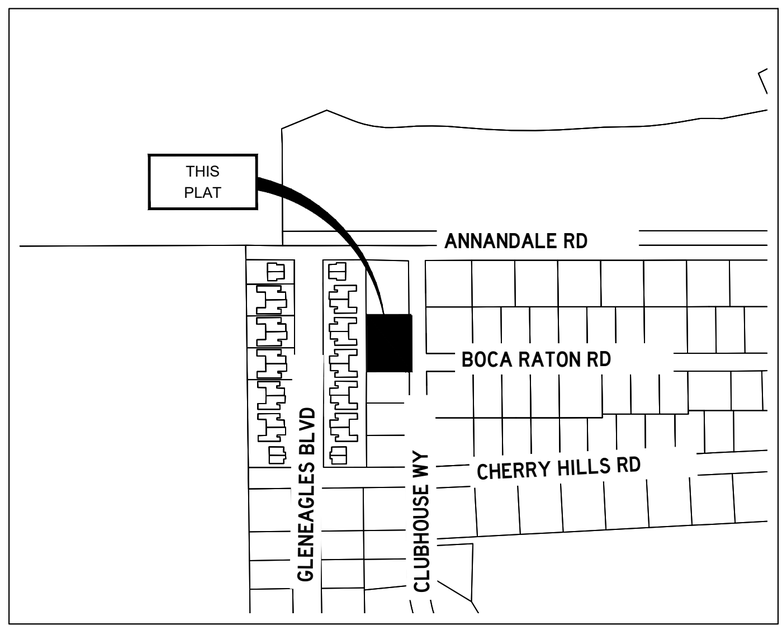
LAKE HILLS SUBDIVISION, 38TH FILING

BEING LOT 6, BLOCK 19 OF LAKE HILLS SUBDIVISION, 15TH FILING
LOCATED IN THE NW 1/4 OF SECTION 16, T01N, R26E, P.M.M., CITY OF BILLINGS,
YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: ADDY PROPERTIES, LLC

PREPARED BY: PERFORMANCE ENGINEERING, LLC

TOTAL AREA OF SUBDIVISION: ±0.426 AC
SEPTEMBER 2021



VICINITY MAP
(NOT TO SCALE)

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
:ss
County of Yellowstone)

KNOW ALL BY THESE PRESENTS that the undersigned owner of the following described tract of land, does hereby certify that they have cause to be surveyed, aggregated, and platted in to lots, blocks, roads, and other divisions and dedications, as shown on this plat hereunto included, said tract being situated in the NW 1/4 of Section 16, Township 01 South, Range 26 East, P.M.M., City of Billings, Yellowstone County, Montana, said tract being more particularly described as Lot 6 of Block 19 of Lake Hills Subdivision, 15th Filing.

Said tract contains 0.426 acres, more or less, in gross.

Said plat is subject to any easements and/or rights-of-way of record or reserved per this plat.

This survey is not subject to review by the Montana Department of Environmental Quality pursuant to 76-4-130(2), MCA as the "deviation consists solely of connection to municipal or county water and/or sewer district facilities."

Dated this _____ day of _____, 20__.

_____
_____ of Addy Properties, LLC
(Print Title)

STATE OF MONTANA)
:ss
County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____ known to me to be the _____ of *Addy Properties, LLC*, who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of Montana
Printed Name_____
Residing at_____
My commission expires_____

CERTIFICATE OF SURVEYOR

I, the undersigned Mark W. Kadrmas, Registered Land Surveyor, do hereby certify that this survey was done under my direct supervision of a tract of land located in the NW 1/4 of Section 16, Township 01 North, Range 26 East, P.M.M., City of Billings, Yellowstone County, Montana, said tract being more particularly described as Lot 6 of Block 19 of Lake Hills Subdivision, 15th Filing.

Said tract contains a net and gross area of 0.426 acres, more or less.

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

This survey was conducted in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76-3-101 through 76-3-625, MCA.

_____
Mark W. Kadrmas, PLS 51414LS
Registered Land Surveyor
State of Montana

MONTANA
MARK W. KADRMAS
No. 51414 LS
LICENSED LAND SURVEYOR

NOTICE OF APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

This plat has been approved for filing by the Yellowstone County Board of Planning and conforms to the recommendations of this board.

_____ _____
Date President

_____
Executive Secretary

CERTIFICATE OF APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

We hereby certify that we have examined the plat of LAKE HILLS SUBDIVISION, 38TH FILING and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of the Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

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

CITY OF BILLINGS, MONTANA

By:_____
Mayor

Attest:_____
City Clerk

ERRORS AND OMISSIONS REVIEW

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

Dated this _____ day of _____, 20__.

Reviewed by_____

CERTIFICATE OF CITY ATTORNEY

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

_____ _____
Date Reviewed By

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76-3-611(1)(b) and 76-3-207(3), MCA.

_____ _____
Date Yellowstone County Treasurer
Deputy

CERTIFICATE OF CITY ENGINEER'S OFFICE

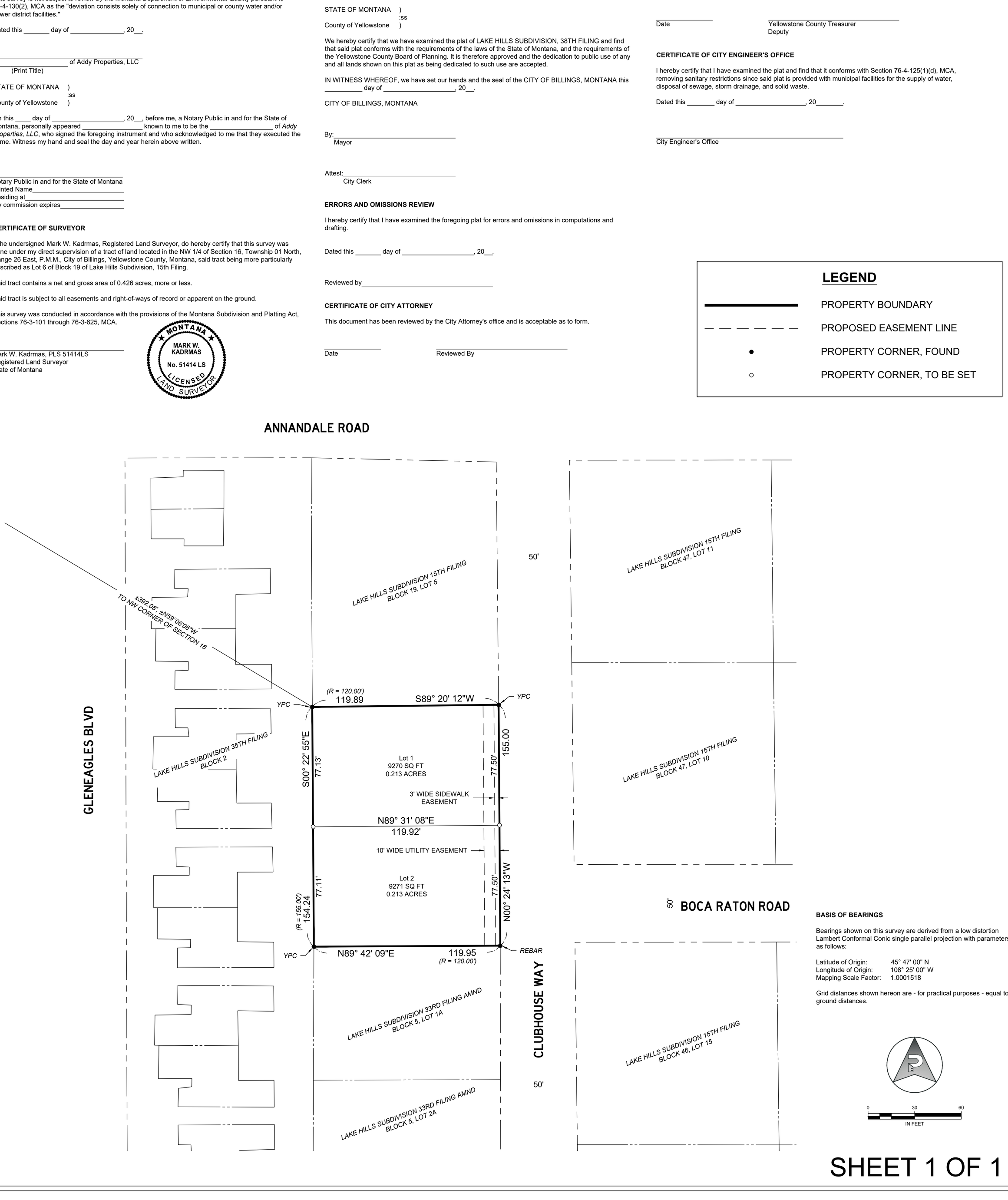
I hereby certify that I have examined the plat and find that it conforms with Section 76-4-125(1)(d), MCA, removing sanitary restrictions since said plat is provided with municipal facilities for the supply of water, disposal of sewage, storm drainage, and solid waste.

Dated this _____ day of _____, 20_____.

_____
City Engineer's Office

LEGEND

———	PROPERTY BOUNDARY
— — — — — —	PROPOSED EASEMENT LINE
●	PROPERTY CORNER, FOUND
○	PROPERTY CORNER, TO BE SET



BASIS OF BEARINGS

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

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

Grid distances shown hereon are - for practical purposes - equal to ground distances.

0 30 60
IN FEET

SHEET 1 OF 1

C:\Users\KinsleeHage\Dropbox (PEC Billings)\PEC Billings Team Folder\YPS Construction\20-133 Blain Minor Sub\CAD\DWG\Plat\20-133 Blain Final Plat.dwg

Return to:
Performance Engineering, LLC
608 N 29th Street
Billings, MT 59101

SUBDIVISION IMPROVEMENTS AGREEMENT
& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS
Lake Hills Subdivision, 38th Filing
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(City of Billings)

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SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS

Lake Hills Subdivision, 38th Filing

This agreement is made and entered this ____ day of _____, 20___, by and between *Addy Properties, LLC* whose address for the purpose of this agreement is **421 Rimrock Road, Billings, MT 59102** hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of *Lake Hills Subdivision, 38th Filing* located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20___, the City Council conditionally approved a preliminary plat of *Lake Hills Subdivision, 38th Filing;* and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to *Lake Hills Subdivision, 38th Filing* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City's Subdivision Regulations (Section 23.1101, BMCC):

1. No Variances have been requested at this time.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not

constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.

B. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.

C. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.

D. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

E. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned by the completion of the conditions set forth in the Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

F. The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the city and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

G. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined with Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

III. TRANSPORTATION

A. Streets

- Clubhouse Way has a right-of-way width of 50-feet. The Subdivider shall create a 3-foot wide right-of-way easement along Clubhouse Way.
- Lot owners should be aware that front setback requirements as called for by applicable zoning regulations shall be calculated from the back of the 3-foot wide right-of-way easement rather than front property line.
- Internal access roads shall be built in accordance with the City of Billings' site development ordinance, and City subdivision regulations.

B. Sidewalks

- Individual lot owners will be responsible for the construction of the sidewalks adjacent to their lot at the time of lot construction and shall be included in each building permit.
- Sidewalks shall be 5-foot wide with a 5-foot boulevard planting strip between the sidewalk and the curb.

C. Street Lighting

- No street lighting is proposed for the development; however, street lighting is included in the waiver of right to protest.

D. Traffic Control Devices

- Traffic control devices have been furnished and installed with previous filings. No additional traffic control devices are being dedicated as part of this filing; however, traffic control devices are included in the waiver of right to protest.

E. Access

- Access to the lots will be from drive approaches installed at the time of lot development.
- Internal access roads shall be built in accordance with the City of Billings' site development ordinance, and City subdivision regulations.

F. Billings Area Bikeways and Trail Master Plan

- This subdivision is located within the jurisdiction of the BABTMP, but no trail corridors are identified within this subdivision area. Clubhouse Way is identified as an arterial on-street bikeway.

G. Public Transit

- This subdivision does not require improvements to ensure public transit service. The nearest transit stop is at the intersection of Wicks Lane and Gleneagles Boulevard.

IV. EMERGENCY SERVICE

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

The Billings Fire Department currently provides fire protection and paramedic services for the subdivision.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the Stormwater Management Manual in place at the time of development. A master plan is in place for Lake Hills Subdivision and all future stormwater improvements will be reviewed and approved by the Engineering Division to comply with said plan.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department – Engineering Division. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior

to the start of any construction and prior to review and approval of any project plans and specifications.

The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality.

A. Water

The County Water District of Billings Heights (CWDBH) serves the property. New water services will be extended from the existing 8" water main along Clubhouse Way for all lots in this filing. An existing water service will remain and be utilized. Design standards shall be in accordance with CWDBH regulations and improvements shall be reviewed and approved by CWDBH prior to installation.

B. Sanitary Sewer

An existing 8" sanitary sewer main is located in the intersection of Clubhouse Way and Boca Raton Road. To service the new lots, the Developer will extend an 8" sanitary sewer line north along Clubhouse Way to allow for new services to be connected.

C. Power, Telephone, Gas, and Cable Television

Private utility facilities currently exist to serve the subdivision. Power, natural gas, telephone, and cable will all be located within the right-of-way and utility easements shown on the plat.

VII. PARKS/OPEN SPACE

There is no parkland requirement for proposed Lake Hills Subdivision, 38th Filing, as this is a minor subdivision [MCA 76-3-617(3)(a)].

VIII. IRRIGATION

- No irrigation ditches, field laterals, or irrigation easements exist in this subdivision.

IX. SOILS/GEOTECHNICAL STUDY

According to the Geotechnical Engineering Report for Lake Hills Road Extension prepared by Rimrock Engineering, Inc. (December 22, 2017), soils found in the vicinity of the subdivision consist of potentially expansive clays and shale. Maintaining surface drainage away from structures is critical. All permitted structures are required by the City of Billings to obtain and follow a geotechnical report prior to construction.

X. PHASING IMPPHASING OF IMPROVEMENTS

There are no intended phasing improvements for this filing.

XI. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a private contract secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

C. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.

D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and

discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

"SUBDIVIDER" *Addy Properties, LLC*

By: _____

Its: Member/Manager

STATE OF MONTANA)
: ss
County of)

On this 14th day of January, 2022 before me, a Notary Public in and for the State of Montana, personally appeared AT Blair, known to me to be the member/manager of *Addy Properties, LLC*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

CINDY L DAHLQUIST
Notary Public for the
State of Montana
Residing at BILLINGS, MT
My Commission Expires
June 29, 2025

Cindy L Dahlquist

Notary Public in and for the State of Montana
Printed Name: Cindy L Dahlquist
Residing at: Billings
My commission expires: 6/29/25

This agreement is hereby approved and accepted by the City of Billings, this ____ day of _____, 20___.

"CITY"
CITY OF BILLINGS
MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

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

Waiver of Right to Protest
FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

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

The real property hereinabove mentioned is more particularly describe as follows:

Lake Hills Subdivision, 38th Filing

Signed and dated this 14th day of January, 2022

Addy Properties, LLC

By: _____

Its: Member/Manager

STATE OF MONTANA)
: ss
County of)

On this 14th day of January, 2022, before me, a Notary Public in and for the State of Montana, personally appeared Al Blair, known to me to be the member/manager of *Addy Properties, LLC*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

CINDY L DAHLQUIST
Notary Public for the
State of Montana
Residing at BILLINGS, MT
My Commission Expires
June 29, 2025

Cindy L Dahlquist
Notary Public in and for the State of Montana
Printed Name: Cindy L Dahlquist
Residing at: Billings
My commission expires: 6/29/25

CITY OF
Billings
MAYOR'S OFFFICE

Bill Cole, Mayor
P.O. Box 1178
Billings, MT 59103
P 406.657.8296
F 406.657.8390

May 24, 2021

Ron Hill c/o WWC Engineering
550 S. 24th St. W. Ste. 201
Billings, MT 59102

Dear Applicant:

On May 24, 2021, the Billings City Council conditionally approved the preliminary plat of Lake Hills Subdivision, 39th Filing, subject to the following conditions of approval:

1. To minimize the effects on local service, prior to final plat approval the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.

2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Dave Green at (406) 247-8666 or by email at greend@billingsmt.gov

Sincerely,

William A. Cole

William A. Cole, Mayor

pc: WWC Engineering / Greg Reid

City Council Regular

Date:	02/14/2022
Title:	Payment of Claims for week of January 3, 2022
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 $955,013.13 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 01032022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2022	848821	Advanced Eng & Enviro	Storm Sewer	$ 23,999.94	Babcock Boulevard Drainage Area Improvements
01/03/2022	848828	Bcs Scrip	City Ins Fund	$ 4,000.00	Healthy Is Incentive 12-2021
01/03/2022	848827	Bcs Scrip	General	$ 3,425.00	First Quarter Milestones 1-3, 2022
01/03/2022	848829	Big Ditch Company	Storm Sewer	$ 21,600.00	2021 Stormwater Discharge; 00018881
01/03/2022	848836	Burns & McDonnell Eng	Water	$ 69,724.72	WO 19-42 West End Water Treatment Plant Project; 118386-17
01/03/2022	848839	Century Link	Airport	$ 46.39	406-245-1044 Airport Terminal Power M
01/03/2022	848839	Century Link	Airport	$ 45.66	406-245-5834 Airport Alarm
01/03/2022	848839	Century Link	Airport	$ 51.97	406-252-0721 Airport 1FB Line
01/03/2022	848839	Century Link	Airport	$ 82.38	406-252-9412 Airport
01/03/2022	848839	Century Link	Airport	$ 51.97	406-256-6014 Airport P9 Building
01/03/2022	848839	Century Link	Airport	$ 63.58	406-256-7070 Airport
01/03/2022	848839	Century Link	Airport	$ 37.94	Bill Date: Aug 16, 2021. QTA Phone
01/03/2022	848839	Century Link	Engineering	$ 126.68	406-259-7758 Measured Lines Depot 60/40
01/03/2022	848839	Century Link	EOC 911	$ 45.65	406-245-3107 911
01/03/2022	848839	Century Link	EOC 911	$ 45.65	406-245-3108 911
01/03/2022	848839	Century Link	EOC 911	$ 311.26	406-245-7101 9-1-1 Center Landfill #2
01/03/2022	848839	Century Link	EOC 911	$ 311.26	406-245-7102 9-1-1 Center Fox Reservoir #2
01/03/2022	848839	Century Link	EOC 911	$ 6,422.93	406-245-8527 9-1-1 Center
01/03/2022	848839	Century Link	EOC 911	$ 0.08	406-255-9702 E911 Backup Line 4 Call Reroute
01/03/2022	848839	Century Link	Fleet	$ 50.01	406-256-5047 Motor Pool
01/03/2022	848839	Century Link	General	$ 41.19	406-652-0269 Cemetery FAX Line
01/03/2022	848839	Century Link	General	$ 56.29	406-652-8403 Stewart Park Batting Cages
01/03/2022	848839	Century Link	IT Resources	$ 46.39	406-245-4437 Kenco Security Alarm IT Alarm
01/03/2022	848839	Century Link	Library	$ 172.33	406-245-1579 Library 6 lines
01/03/2022	848839	Century Link	P.W. Admin	$ 84.46	406-259-7758 Measured Lines Depot 60/40
01/03/2022	848839	Century Link	Park Dist 1	$ 63.58	406-652-5507 Parks
01/03/2022	848839	Century Link	Park Dist 1	$ 46.39	406-657-3014 Parks 3890 Stillwater
01/03/2022	848839	Century Link	Parking	$ 41.19	406-252-2041 Park 2 Elevator Phone
01/03/2022	848839	Century Link	Parking	$ 46.39	406-657-3054 Park 1 Elevator Phone
01/03/2022	848839	Century Link	Phone System	$ 115.35	406-245-1579 Library 6 lines
01/03/2022	848839	Century Link	Phone System	$ 95.42	406-248-3329 Airport Measured Lines 406-248-9989
01/03/2022	848839	Century Link	Phone System	$ 105.03	406-248-9124 Met Measured Lines 406-248-9179
01/03/2022	848839	Century Link	Phone System	$ 102.39	406-252-3774 BOC Measured Lines 406-252-3789
01/03/2022	848839	Century Link	Phone System	$ 148.51	406-657-3009 PUD Measured Lines 406-247-8579

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2022	848839	Century Link	Phone System	$ 2,580.04	406-657-8377 Main System Centrex
01/03/2022	848839	Century Link	Phone System	$ 47.71	406-657-8419 MET Fax and 406-247-8520 Kenco Fax
01/03/2022	848839	Century Link	Phone System	$ 48.13	Animal Control Fax 406.657.8227 710B
01/03/2022	848839	Century Link	Phone System	$ 46.39	Fire Alarm 406.657.3058
01/03/2022	848839	Century Link	Phone System	$ 46.39	Four Dances 406.657.3040
01/03/2022	848839	Century Link	Phone System	$ 51.44	-Miller Building -406.252.3988
01/03/2022	848839	Century Link	Phone System	$ 46.39	Pioneer Park 406.657.8298
01/03/2022	848839	Century Link	Phone System	$ 47.71	Streets Fax 406.657.8338
01/03/2022	848839	Century Link	Planning	$ 46.39	406-656-9578 Planning Traffic Central Broadwater
01/03/2022	848839	Century Link	Planning	$ 46.39	406-656-9604 Planning Traffic Central 9th
01/03/2022	848839	Century Link	Public Safety	$ 47.71	406-245-1743 Fire Elevator
01/03/2022	848839	Century Link	Public Safety	$ 46.45	406-245-6600 Crime Prevention Alarm
01/03/2022	848839	Century Link	Public Safety	$ 119.32	406-245-7469 Fire
01/03/2022	848839	Century Link	Public Safety	$ 118.28	406-373-3742 Fire RR Crossing Alarm
01/03/2022	848839	Century Link	Public Safety	$ 56.77	406-651-0282 Fire 5 911 Line
01/03/2022	848839	Century Link	Public Safety	$ 41.19	406-655-0728 Fire Maintenance Shop
01/03/2022	848839	Century Link	Radio	$ 311.26	406-248-3635 Fire Airport Radio Tower WCK
01/03/2022	848839	Century Link	Radio	$ 311.26	406-248-3636 Fire Airport Radio Tower Jellison
01/03/2022	848839	Century Link	Solid Waste	$ 95.40	406-245-9820 Solid Waste Landfill
01/03/2022	848839	Century Link	Solid Waste	$ 179.13	SW Landfill #406.259.3065, 406.259.3554, 406.359.395
01/03/2022	848839	Century Link	Street/Traffic	$ 42.36	406-259-3298 PW Traffic 3728 McDougall
01/03/2022	848839	Century Link	Street/Traffic	$ 47.71	406-652-8104 PW Traffic Signal 24 Central
01/03/2022	848839	Century Link	Transit	$ 42.36	406-254-7038 MET Transit
01/03/2022	848839	Century Link	Wastewater	$ 46.41	406-259-2328 PUD Sahara Sand Lift Station
01/03/2022	848839	Century Link	Water	$ 39.44	406-245-3659 PUD Alarm Water Tower
01/03/2022	848846	Dana Safety	Public Safety	$ 1,123.12	754008
01/03/2022	848846	Dana Safety	Public Safety	$ 1,123.12	754009
01/03/2022	848846	Dana Safety	Public Safety	$ 1,123.12	754011
01/03/2022	848846	Dana Safety	Public Safety	$ 1,123.12	754012
01/03/2022	848846	Dana Safety	Public Safety	$ 1,123.12	754014
01/03/2022	848847	Dell Computer	EOC 911	$ 1,350.03	Dell OptiPlex 7090 SSF i7, 8GB RAM, 256GB SSD, 2-24" Monitors, sound bar
01/03/2022	848847	Dell Computer	Wastewater	$ 3,680.21	TRP Replacement laptops and desktop computers
01/03/2022	848847	Dell Computer	Water	$ 5,166.24	TRP Replacement laptops and desktop computers
01/03/2022	848850	Desert Mt Corp	Street/Traffic	$ 4,667.89	ice slicer used to melt snow on streets

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01/03/2022	848850	Desert Mt Corp	Street/Traffic	$ 4,744.43	ice slicer
01/03/2022	848850	Desert Mt Corp	Street/Traffic	$ 4,667.88	ice slicer used to melt snow on streets
01/03/2022	848851	Dick Anderson Const	Wastewater	$ 9,407.76	WO 20-10 WRF Equipment Installation; RetRel2 WO2010 DAC
01/03/2022	848853	DOWL	Storm Sewer	$ 6,824.14	WO 20-24 West End Storm System Improvements; RetRel WO2024 DOWL
01/03/2022	848859	FCS	Storm Sewer	$ 25,213.81	WO 20-37 Stormwater Utility Development
01/03/2022	848861	Garney Companies	Water	$ 56,151.98	WO 19-42 West End Water Treatment Plant Project; 6420-01
01/03/2022	848862	Good Earth Works	Park Dist 1	$ 27,002.76	WO 20-19 North Park Irrigation System Replacement; WO2019 GEW 5F
01/03/2022	848865	Great West Eng	Solid Waste	$ 11,249.82	Gas Collection and Control System for the Landfill
01/03/2022	848865	Great West Eng	Wastewater	$ 1,040.25	WO 22-10 Alkali Creek Water & Sewer Extension; 25290
01/03/2022	848865	Great West Eng	Water	$ 1,040.25	WO 22-10 Alkali Creek Water & Sewer Extension; 25290
01/03/2022	848871	Ingram Library Service	Library	$ 23.60	5661528
01/03/2022	848871	Ingram Library Service	Library	$ 11.04	56580777
01/03/2022	848871	Ingram Library Service	Library	$ 13.75	56580777
01/03/2022	848871	Ingram Library Service	Library	$ 14.71	56580777
01/03/2022	848871	Ingram Library Service	Library	$ 77.36	56580778
01/03/2022	848871	Ingram Library Service	Library	$ 20.69	56580778
01/03/2022	848871	Ingram Library Service	Library	$ 33.94	56580779
01/03/2022	848871	Ingram Library Service	Library	$ 15.72	56580779
01/03/2022	848871	Ingram Library Service	Library	$ 26.99	56580780
01/03/2022	848871	Ingram Library Service	Library	$ 6.59	56615281
01/03/2022	848871	Ingram Library Service	Library	$ 12.00	56615281
01/03/2022	848871	Ingram Library Service	Library	$ 65.95	56615282
01/03/2022	848871	Ingram Library Service	Library	$ 23.60	56615283
01/03/2022	848871	Ingram Library Service	Library	$ 10.61	56615284
01/03/2022	848871	Ingram Library Service	Library	$ 11.20	56615286
01/03/2022	848871	Ingram Library Service	Library	$ 19.18	56615286
01/03/2022	848871	Ingram Library Service	Library	$ 18.88	56615287
01/03/2022	848871	Ingram Library Service	Library	$ 54.00	56615288
01/03/2022	848871	Ingram Library Service	Library	$ 173.65	56653775
01/03/2022	848871	Ingram Library Service	Library	$ 20.23	56653775
01/03/2022	848871	Ingram Library Service	Library	$ 120.42	56653775
01/03/2022	848871	Ingram Library Service	Library	$ 75.02	56653775
01/03/2022	848871	Ingram Library Service	Library	$ 47.11	56653775
01/03/2022	848871	Ingram Library Service	Library	$ 54.56	56653775

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01/03/2022	848871	Ingram Library Service	Library	$ 19.25	56653776
01/03/2022	848871	Ingram Library Service	Library	$ 62.11	56653777
01/03/2022	848871	Ingram Library Service	Library	$ 80.92	56653778
01/03/2022	848871	Ingram Library Service	Library	$ 56.48	56653778
01/03/2022	848871	Ingram Library Service	Library	$ 102.03	56653779
01/03/2022	848871	Ingram Library Service	Library	$ 101.81	56653779
01/03/2022	848871	Ingram Library Service	Library	$ 50.81	56653779
01/03/2022	848871	Ingram Library Service	Library	$ 14.72	56653779
01/03/2022	848871	Ingram Library Service	Library	$ 98.82	56653779
01/03/2022	848871	Ingram Library Service	Library	$ 258.02	56653779
01/03/2022	848871	Ingram Library Service	Library	$ 24.83	56653779
01/03/2022	848871	Ingram Library Service	Library	$ 43.90	56653780
01/03/2022	848871	Ingram Library Service	Library	$ 38.05	56653781
01/03/2022	848871	Ingram Library Service	Library	$ 56.59	56653781
01/03/2022	848871	Ingram Library Service	Library	$ 136.90	56653781
01/03/2022	848871	Ingram Library Service	Library	$ 39.54	56653781
01/03/2022	848871	Ingram Library Service	Library	$ 15.90	56653782
01/03/2022	848871	Ingram Library Service	Library	$ 19.24	56653783
01/03/2022	848871	Ingram Library Service	Library	$ 51.87	56653784
01/03/2022	848871	Ingram Library Service	Library	$ 33.03	56748343
01/03/2022	848871	Ingram Library Service	Library	$ 17.69	56748344
01/03/2022	848871	Ingram Library Service	Library	$ 17.69	56748344
01/03/2022	848871	Ingram Library Service	Library	$ 10.02	56748345
01/03/2022	848871	Ingram Library Service	Library	$ 33.01	56748346
01/03/2022	848871	Ingram Library Service	Library	$ 107.23	56748346
01/03/2022	848871	Ingram Library Service	Library	$ 708.86	56748346
01/03/2022	848871	Ingram Library Service	Library	$ 199.04	56748347
01/03/2022	848871	Ingram Library Service	Library	$ 14.16	56748347
01/03/2022	848871	Ingram Library Service	Library	$ 86.85	56748348
01/03/2022	848871	Ingram Library Service	Library	$ 23.60	56748349
01/03/2022	848874	KLE Construction	Solid Waste	$ 25,740.00	WO 19-19 Phase 3 Partial Landfill Closure
01/03/2022	848875	Knife River	Street/Traffic	$ 2,310.30	1 1/2" crushed base
01/03/2022	848875	Knife River	Street/Traffic	$ 2,141.70	1 1/2" crushed base
01/03/2022	848875	Knife River	Street/Traffic	$ 914.85	asphalt

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2022	848875	Knife River	Wastewater	$ 4,560.00	1,000 tons of 3/4'' Bedding Rock
01/03/2022	848875	Knife River	Wastewater	$ 20.84	1,000 tons of 3/4'' Bedding Rock
01/03/2022	848875	Knife River	Wastewater	$ 5,640.42	5,000 tons 3/4'' Road Material & 300 tons MC-250 Cold Mix AC
01/03/2022	848875	Knife River	Wastewater	$ 10,504.03	5,000 tons 3/4'' Road Material & 300 tons MC-250 Cold Mix AC
01/03/2022	848875	Knife River	Water	$ 6,840.00	1,000 tons of 3/4'' Bedding Rock
01/03/2022	848875	Knife River	Water	$ 31.26	1,000 tons of 3/4'' Bedding Rock
01/03/2022	848875	Knife River	Water	$ 8,460.64	5,000 tons 3/4'' Road Material & 300 tons MC-250 Cold Mix AC
01/03/2022	848875	Knife River	Water	$ 15,756.05	5,000 tons 3/4'' Road Material & 300 tons MC-250 Cold Mix AC
01/03/2022	848876	L N Curtis & Sons	Public Safety	$ 25,629.80	JACKET: G-XTREME 3.0, SPECS PER RFP
01/03/2022	848876	L N Curtis & Sons	Public Safety	$ -	PANT: G-XTREME 3.0, SPECS PER RFP
01/03/2022	848878	LONG Building Tech	Wastewater	$ 3,528.36	Boiler system temp controls
01/03/2022	848878	LONG Building Tech	Wastewater	$ 4,887.63	Boiler temp control
01/03/2022	848885	Montana Peterbilt	Solid Waste	$ 9,129.31	2256B
01/03/2022	848885	Montana Peterbilt	Solid Waste	$ 8,791.69	2257B
01/03/2022	848885	Montana Peterbilt	Solid Waste	$ 11,832.64	2258B
01/03/2022	848882	MT Dakota Utilities	Facilities	$ 1,456.42	130 733 1000 8
01/03/2022	848882	MT Dakota Utilities	Facilities	$ 7,359.00	375 963 4481 4
01/03/2022	848882	MT Dakota Utilities	Facilities	$ 4,021.59	757 633 1000 2
01/03/2022	848882	MT Dakota Utilities	Facilities	$ 6,672.15	989 733 1000 0
01/03/2022	848882	MT Dakota Utilities	Facilities	$ 1,055.68	993 733 1000 4
01/03/2022	848881	MT Dakota Utilities	Fleet	$ 5,008.15	01112022 PO NUM 313658
01/03/2022	848882	MT Dakota Utilities	General	$ 68.23	061 943 1000 6
01/03/2022	848882	MT Dakota Utilities	General	$ 457.29	571 295 3342 8
01/03/2022	848882	MT Dakota Utilities	General	$ 147.12	927 890 1000 3
01/03/2022	848882	MT Dakota Utilities	Park Dist 1	$ 105.26	371 101 1000 6
01/03/2022	848882	MT Dakota Utilities	Public Safety	$ 583.95	442 190 1000 4
01/03/2022	848882	MT Dakota Utilities	Solid Waste	$ 1,238.96	284 225 1320 1
01/03/2022	848882	MT Dakota Utilities	Solid Waste	$ 68.23	602 680 9335 2
01/03/2022	848882	MT Dakota Utilities	Solid Waste	$ 732.94	770 390 1000 2
01/03/2022	848882	MT Dakota Utilities	Wastewater	$ 303.00	310 490 1000 7
01/03/2022	848882	MT Dakota Utilities	Wastewater	$ 227.53	410 490 1000 6
01/03/2022	848882	MT Dakota Utilities	Wastewater	$ 124.84	868 563 1000 7
01/03/2022	848882	MT Dakota Utilities	Water	$ 341.77	010 490 1000 0
01/03/2022	848882	MT Dakota Utilities	Water	$ 73.42	110 490 1000 9

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01/03/2022	848882	MT Dakota Utilities	Water	$ 203.50	209 077 5055 6
01/03/2022	848882	MT Dakota Utilities	Water	$ 427.30	210 490 1000 8
01/03/2022	848882	MT Dakota Utilities	Water	$ 909.00	310 490 1000 7
01/03/2022	848882	MT Dakota Utilities	Water	$ 682.60	410 490 1000 6
01/03/2022	848882	MT Dakota Utilities	Water	$ 4,575.05	500 490 1000 7
01/03/2022	848882	MT Dakota Utilities	Water	$ 79.80	510 490 1000 5
01/03/2022	848882	MT Dakota Utilities	Water	$ 91.64	527 033 1000 4
01/03/2022	848882	MT Dakota Utilities	Water	$ 115.27	566 923 1000 8
01/03/2022	848882	MT Dakota Utilities	Water	$ 58.53	600 490 1000 6
01/03/2022	848882	MT Dakota Utilities	Water	$ 58.54	600 490 1000 6
01/03/2022	848882	MT Dakota Utilities	Water	$ 46.13	610 490 1000 4
01/03/2022	848882	MT Dakota Utilities	Water	$ 108.89	666 923 1000 7
01/03/2022	848882	MT Dakota Utilities	Water	$ 452.74	700 490 1000 5
01/03/2022	848882	MT Dakota Utilities	Water	$ 87.11	800 490 1000 4
01/03/2022	848882	MT Dakota Utilities	Water	$ 89.78	832 001 1000 1
01/03/2022	848882	MT Dakota Utilities	Water	$ 858.01	900 490 1000 3
01/03/2022	848884	MT Law Enf Academy	Public Safety	$ 6,600.00	To pay invoices 20738,20753,20822, & 20582.
01/03/2022	848888	North Coast Electric	Street/Traffic	$ 12,030.86	S011262911.001 PO NUM 313657
01/03/2022	848889	NorthWestern Energy	Engineering	$ 56.84	Billings Depot Inc- 2224 Montana Ave
01/03/2022	848889	NorthWestern Energy	Facilities	$ 5,991.57	0100507-3
01/03/2022	848889	NorthWestern Energy	General	$ 1,381.45	0100506-5
01/03/2022	848889	NorthWestern Energy	Library	$ 5,366.66	3039007-4 Library electricity December 2021
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ 6.00	0722237-5
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ 6.00	0722247-4
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ 87.96	0722255-7
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ 430.26	0722257-3
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ 0.75	0722260-7
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ -	0722261-5
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ -	0722262-3
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ -	0722263-1
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ -	0722265-6
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ 110.00	0722266-4
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ 17.02	0722269-8
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ 10.48	0722292-0

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01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ 17.78	0722293-8
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ 6.00	0722905-7
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ 192.18	0722933-9
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ -	0723027-9
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ 94.69	0723035-2
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ 7.82	0723036-0
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ 164.32	0723037-8
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ -	0723038-6
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ 48.39	0723042-8
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ 207.20	0723044-4
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ -	0723051-9
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ -	0723052-7
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ 8.08	0723055-0
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ 42.44	0723056-8
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ 9.23	0723057-6
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ 23.90	0723058-4
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ 6.00	0723162-4
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ -	0723170-7
01/03/2022	848889	NorthWestern Energy	Park Dist 1	$ 52.41	0789437-1
01/03/2022	848889	NorthWestern Energy	Parking	$ 1,979.36	0720834-1
01/03/2022	848889	NorthWestern Energy	Parking	$ 1,176.84	1594282-4
01/03/2022	848889	NorthWestern Energy	Parks Maint	$ 215.77	1059093-3
01/03/2022	848889	NorthWestern Energy	Public Safety	$ 1,774.58	3448739-7
01/03/2022	848889	NorthWestern Energy	Public Safety	$ 2,055.77	FIRE 1: 0100476-1 - MONTHLY ELECTRIC SERVICES
01/03/2022	848889	NorthWestern Energy	Radio	$ 290.68	0721580-9
01/03/2022	848889	NorthWestern Energy	Street/Traffic	$ 6.00	0723645-8
01/03/2022	848889	NorthWestern Energy	Transit	$ 347.93	1784756-7
01/03/2022	848889	NorthWestern Energy	Wastewater	$ 414.23	822 Shiloh Crossing Blvd Lift
01/03/2022	848890	Paddock Heat & Cool	Public Safety	$ 8,192.25	FIRE 2: REPL'D BOILER EXPANSION TANK. $8275.00 X 1% CGR = $8192.25
01/03/2022	848891	Policy Confluence	General	$ 8,300.00	Survey and Engagement Program for the NPSS and NCS
01/03/2022	848892	Power Service	Wastewater	$ 9,133.25	Blower
01/03/2022	848895	RDO Equip	Solid Waste	$ 164.25	P8623612
01/03/2022	848895	RDO Equip	Solid Waste	$ 1,012.36	P8649612
01/03/2022	848895	RDO Equip	Solid Waste	$ 2,369.00	Roller rental for building road at Landfill.

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2022	848897	Rexel USA	Water	$ 4,402.33	Leavens project electrical supplies
01/03/2022	848898	Rimrock Foundation	Court Grants	$ 1,740.00	21NovRimrockAncillary
01/03/2022	848898	Rimrock Foundation	Court Grants	$ 5,164.88	21NovRimrockNoInsur
01/03/2022	848898	Rimrock Foundation	Court Grants	$ 111.64	21NovRimrockOfficeVisitAS
01/03/2022	848898	Rimrock Foundation	Court Grants	$ 100.00	21NovRimrockScreenings
01/03/2022	848898	Rimrock Foundation	Court Grants	$ 92.50	21NovRimrockTherapyAS
01/03/2022	848899	Riverside Contracting	Gas Tax	$ 19,551.01	WO20-02 MISSING SIDEWALK/MISCELLANEOUS; RetRel 1F WO2002 RC
01/03/2022	848899	Riverside Contracting	Sidewalk Const	$ 11,797.92	WO20-02 MISSING SIDEWALK/MISCELLANEOUS; RetRel 1F WO2002 RC
01/03/2022	848900	Russell Industries	Wastewater	$ 481.15	Shipping
01/03/2022	848900	Russell Industries	Wastewater	$ 9,986.50	Skid base
01/03/2022	848901	S & S Machine	Water	$ 5,148.00	H2-1 Repair
01/03/2022	848902	Sanderson Stewart	Arterial Streets	$ 26,885.50	WO 0912 Inner Belt Loop; 51010/44
01/03/2022	848902	Sanderson Stewart	Gas Tax	$ 13,685.00	WO 22-02 2022 Misc Developer; 51263/2
01/03/2022	848906	Star Service	Solid Waste	$ 1,325.00	Service for CNG compressor. Collections.
01/03/2022	848906	Star Service	Solid Waste	$ 8,995.14	Service labor and materials for CNG. Collections.
01/03/2022	848911	T.W. Clark Const	Facilities	$ 86,690.34	South Park hail damage repair
01/03/2022	848911	T.W. Clark Const	Facilities	$ 4,713.39	South Park hail damage repair
01/03/2022	848911	T.W. Clark Const	Facilities	$ 3,633.30	South Park hail damage repair
01/03/2022	848913	Town & Country Supply	Fleet	$ 27,820.42	423286 PO NUM 313656
01/03/2022	848913	Town & Country Supply	Fleet	$ 16,978.07	423295 PO NUM 313659
01/03/2022	848913	Town & Country Supply	Public Safety	$ 863.42	423710 FIRE 5 FUEL: BLENDED DIESEL
01/03/2022	848913	Town & Country Supply	Public Safety	$ 719.51	423711 FIRE 3 FUEL: BLENDED DIESEL
01/03/2022	848913	Town & Country Supply	Public Safety	$ 1,439.03	423712 FIRE 1 FUEL: BLENDED DIESEL
01/03/2022	848913	Town & Country Supply	Public Safety	$ 1,359.68	423712 FIRE 1 UNLEADED (402 GALLONS)
01/03/2022	848914	Tractor & Equipment	Solid Waste	$ (130.55)	BLCR0094332
01/03/2022	848914	Tractor & Equipment	Solid Waste	$ 126.00	BLCS0769795
01/03/2022	848914	Tractor & Equipment	Solid Waste	$ 664.69	BLCS0769796
01/03/2022	848914	Tractor & Equipment	Solid Waste	$ 665.88	BLCS0769797
01/03/2022	848914	Tractor & Equipment	Solid Waste	$ 6,525.85	BLCS0770370
01/03/2022	848914	Tractor & Equipment	Solid Waste	$ 388.80	BLCS0770832
01/03/2022	848914	Tractor & Equipment	Solid Waste	$ 130.55	BLCS0770833
01/03/2022	848914	Tractor & Equipment	Solid Waste	$ 156.94	BLCS0771021
01/03/2022	848914	Tractor & Equipment	Solid Waste	$ 456.00	BLWO0213297
01/03/2022	848914	Tractor & Equipment	Solid Waste	$ 3,761.03	BLWO0213297

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2022	848914	Tractor & Equipment	Solid Waste	$ 338.00	BLWO0213297
01/03/2022	848914	Tractor & Equipment	Solid Waste	$ 140.31	BLWO0213314
01/03/2022	848914	Tractor & Equipment	Solid Waste	$ 472.50	BLWO0213314
01/03/2022	848914	Tractor & Equipment	Solid Waste	$ 43.00	BLWO0213491
01/03/2022	848914	Tractor & Equipment	Solid Waste	$ 3.01	BLWO0213491
01/03/2022	848914	Tractor & Equipment	Solid Waste	$ 84.60	BLWO0213531
01/03/2022	848914	Tractor & Equipment	Solid Waste	$ 270.00	BLWO0213531
01/03/2022	848914	Tractor & Equipment	Solid Waste	$ 166.00	BLWO0213531
01/03/2022	848915	Tyler Technologies	EOC 911	$ 2,320.00	CrewForce Licenses and implementation -Fire
01/03/2022	848915	Tyler Technologies	Public Safety	$ 6,266.53	Annual Software Maintenance.
01/03/2022	848917	Warren Transport	Gas Tax	$ 18,814.42	WO 21-04 City ADA Project; RetRel WO2104 Weave
01/03/2022	848919	Western Municipal Const	Storm Sewer	$ 1,949.31	WO 21-34 Terrace Estates Erosion Repair; RetRel WO2134 WMC
01/03/2022	848919	Western Municipal Const	Water	$ 69,909.47	WO 15-35 Zone 1 WTP Waterline Improvements; RetRel1F WO1535 WMC
01/03/2022	848922	Yellowstone Valley Elec	Solid Waste	$ 2,932.96	Electricity Service Landfill. 11/01/21 - 12/01/21.

City Council Regular

Date:	02/14/2022
Title:	Payment of Claims for week of January 10,2022
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 $1,948,207.38 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

Payment Approval Process

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

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

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

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

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

ALTERNATIVES

- No other alternatives were analyzed

FISCAL EFFECTS

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

Attachments

Councilmemo wk of 01102022

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	848925	A-1 Landscape & Nursery	Building	720.00	parking lot snow removal
01/10/2022	848925	A-1 Landscape & Nursery	Library	990.00	4029 December 2021 snow removal
01/10/2022	848925	A-1 Landscape & Nursery	Library	525.00	4046_ Snow Removal 12/5-31/2021
01/10/2022	848925	A-1 Landscape & Nursery	Parking	1,012.50	4046_ Snow Removal 12/5-31/2021
01/10/2022	848925	A-1 Landscape & Nursery	Parking	720.00	4046_ Snow Removal 12/5-31/2021
01/10/2022	848925	A-1 Landscape & Nursery	Parking	2,325.00	4046_ Snow Removal 12/5-31/2021
01/10/2022	848925	A-1 Landscape & Nursery	Parking	1,350.00	4046_ Snow Removal 12/5-31/2021
01/10/2022	848925	A-1 Landscape & Nursery	Urban Renew	2,250.00	1.3.22 - A1 Landscaping - Inv. #4036 - December Snow Removal
01/10/2022	848929	Advanced Traffic Product	Street/Traffic	1,416.00	12" green ball clear lens LED
01/10/2022	848929	Advanced Traffic Product	Street/Traffic	1,368.00	12" red ball clear lens LED
01/10/2022	848929	Advanced Traffic Product	Street/Traffic	1,008.00	12" yellow ball clear lens
01/10/2022	848929	Advanced Traffic Product	Street/Traffic	872.00	green LED retrofit for PV
01/10/2022	848932	Allstream Business	Park Dist 1	46.00	Main Bill New Account # 330046 -Dehler Park
01/10/2022	848932	Allstream Business	Phone System	2,499.39	Main Bill New Account # 330046 -IT
01/10/2022	848932	Allstream Business	Phone System	79.95	Main Bill New Account # 330046 -IT
01/10/2022	848938	Archie Cochrane	Fleet	22.65	5395447 PO NUM 313667
01/10/2022	848938	Archie Cochrane	Fleet	78.54	5395919 PO NUM 313667
01/10/2022	848938	Archie Cochrane	Fleet	22.65	5396735 PO NUM 313667
01/10/2022	848938	Archie Cochrane	Fleet	997.78	5397331 PO NUM 313706
01/10/2022	848938	Archie Cochrane	Fleet	1,314.06	5397335 PO NUM 313706
01/10/2022	848938	Archie Cochrane	Fleet	62.49	5397583 PO NUM 313706
01/10/2022	848938	Archie Cochrane	Fleet	85.79	5397876 PO NUM 313706
01/10/2022	848938	Archie Cochrane	Fleet	74.08	5398246 PO NUM 313706
01/10/2022	848938	Archie Cochrane	Public Safety	61.59	5395295
01/10/2022	848938	Archie Cochrane	Public Safety	67.37	5395299
01/10/2022	848938	Archie Cochrane	Public Safety	43.81	5395445
01/10/2022	848938	Archie Cochrane	Public Safety	812.39	5395446
01/10/2022	848938	Archie Cochrane	Public Safety	162.14	5395919
01/10/2022	848938	Archie Cochrane	Public Safety	87.00	5397024
01/10/2022	848938	Archie Cochrane	Public Safety	78.31	5397465
01/10/2022	848938	Archie Cochrane	Public Safety	63.40	5397583
01/10/2022	848938	Archie Cochrane	Public Safety	10.00	5397583
01/10/2022	848938	Archie Cochrane	Public Safety	17.82	5397604
01/10/2022	848938	Archie Cochrane	Public Safety	29.45	5398019

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	848938	Archie Cochrane	Public Safety	24.84	5398246
01/10/2022	848938	Archie Cochrane	Street/Traffic	655.73	5397278
01/10/2022	848938	Archie Cochrane	Street/Traffic	655.73	5397279
01/10/2022	848938	Archie Cochrane	Transit	11.33	5400894. Bulb Socket Unit 1869. W/O 204863
01/10/2022	848938	Archie Cochrane	Wastewater	42.55	5396836
01/10/2022	848941	Baker Tilly Virchow Krause	SID Fund	460.56	Arbitrage Compliance - Rebate and Yield Reduction Report
01/10/2022	848941	Baker Tilly Virchow Krause	SID Fund	2,639.44	Arbitrage Compliance - Rebate and Yield Reduction Report
01/10/2022	848943	Beartooth Resource	General	13,037.60	2022 EDD Memorandum of Understanding and Membership Dues for 2022
01/10/2022	848947	Billings Bench Water	Park Dist 1	245.00	water assessments for account 1091 B invoice 45869
01/10/2022	848947	Billings Bench Water	Park Dist 1	2,000.00	water assessments for account 1091 H invoice 46016 cemetery
01/10/2022	848947	Billings Bench Water	Park Dist 1	3,080.00	water assessments for account 1091A invoice 46015
01/10/2022	848950	Billings Shop With a Cop	PD Program	23,116.53	Shop With a Cop will be moved to MPPA under the 501 C 3.
01/10/2022	848949	Blgs Industrial Revital Dist	Tax Incrmnt E	34,987.00	TIF Management FY 2022; Qtr 2
01/10/2022	848954	Business Tax Section	Arterial Streets	1,205.27	Rimrock to Virginia Traffic Improvements
01/10/2022	848954	Business Tax Section	Gas Tax	190.04	WO 21-04 City ADA Project; RetRel WO2104 Weave
01/10/2022	848954	Business Tax Section	Gas Tax	197.49	WO20-02 MISSING SIDEWALK/MISCELLANEOUS; RetRel 1F WO2002 RC
01/10/2022	848954	Business Tax Section	Park Dist 1	0.00	3 Bull-Terry park install shelter and sidewalks
01/10/2022	848954	Business Tax Section	Park Dist 1	443.38	business tax on Walker Design-Lake Josephine (5318) business tax taken out
01/10/2022	848954	Business Tax Section	Park Dist 1	754.45	Poly vista improvement-Weave Construction (1% tax)
01/10/2022	848954	Business Tax Section	Park Dist 1	46.17	replace PLC at Castle Rock park pump station-1% tax taken out $27,180
01/10/2022	848954	Business Tax Section	Park Dist 1	24.24	retainage release
01/10/2022	848954	Business Tax Section	Park Dist 1	272.75	WO 20-19 North Park Irrigation System Replacement;
01/10/2022	848954	Business Tax Section	Public Safety	82.75	FIRE 2: REPLD BOILER EXPANSION TANK - CGR
01/10/2022	848954	Business Tax Section	Sidewalk Const	119.17	WO20-02 MISSING SIDEWALK/MISCELLANEOUS; RetRel 1F WO2002 RC
01/10/2022	848954	Business Tax Section	Solid Waste	90.86	Service labor and materials for CNG. Collections.
01/10/2022	848954	Business Tax Section	Solid Waste	260.00	WO 19-19 Phase 3 Partial Landfill Closure
01/10/2022	848954	Business Tax Section	Storm Sewer	21.42	video inspection and reporting of storm mains and inlets
01/10/2022	848954	Business Tax Section	Storm Sewer	110.28	video inspection and reporting of storm mains and inlets
01/10/2022	848954	Business Tax Section	Storm Sewer	19.69	WO 21-34 Terrace Estates Erosion Repair; RetRel WO2134 WMC
01/10/2022	848954	Business Tax Section	Tax Incrmnt S	3,172.25	Hallowell Lane Improvements
01/10/2022	848954	Business Tax Section	Wastewater	35.64	Boiler system Temp controls
01/10/2022	848954	Business Tax Section	Wastewater	49.37	Labor to install boiler temp controls
01/10/2022	848954	Business Tax Section	Wastewater	95.03	WO 20-10 WRF Equipment Installation; RetRel2 WO2010 DAC
01/10/2022	848954	Business Tax Section	Water	52.00	H2-1 Bottom case repair

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	848954	Business Tax Section	Water	166.75	Water service repairs-4/16/2021 List
01/10/2022	848954	Business Tax Section	Water	706.15	WO 15-35 Zone 1 WTP Waterline Improvements; RetRel1F WO1535 WMC
01/10/2022	848972	Dana Safety Supply	Public Safety	1,123.12	754015
01/10/2022	848972	Dana Safety Supply	Public Safety	91.75	760361
01/10/2022	848972	Dana Safety Supply	Public Safety	284.00	760882
01/10/2022	848972	Dana Safety Supply	Public Safety	1,410.00	760983
01/10/2022	848972	Dana Safety Supply	Public Safety	191.00	761403
01/10/2022	848972	Dana Safety Supply	Public Safety	191.00	761404
01/10/2022	848972	Dana Safety Supply	Public Safety	3,407.00	764697
01/10/2022	848972	Dana Safety Supply	Public Safety	1,686.00	764699
01/10/2022	848972	Dana Safety Supply	Public Safety	36.00	764703
01/10/2022	848975	David Turch & Assoc	P.W. Admin	4,000.00	Consulting for Public Works Infrastructure
01/10/2022	848976	Dell Computer L P	IT Resources	3,519.36	3-Dell Desktops, i7, 16GB, 256GB, 3- Pro sound bars, 9-24" monitors
01/10/2022	848976	Dell Computer L P	IT Resources	1,759.68	3-Dell Desktops, i7, 16GB, 256GB, 3- Pro sound bars, 9-24" monitors
01/10/2022	848979	Destiny Software	General	11,300.00	Agenda Quick 1-12/2022; Public Records Request System 1-12/2022
01/10/2022	848982	DOWL	Planning	9,365.00	Billings ByPass Corridor Study 4051.21884.01-12
01/10/2022	848982	DOWL	Planning	3,737.50	BILLINGS CTSP UPDATE-LMO4102021
01/10/2022	848982	DOWL	Wastewater	19,009.00	Schedules 1 & 2: Water & Sanitary Sewer Main Replacements, pay 4
01/10/2022	848982	DOWL	Water	28,513.50	Schedules 1 & 2: Water & Sanitary Sewer Main Replacements, payment 4
01/10/2022	848984	Downtown Blgs Partners	Tax Incrmnt N27	23,286.75	Urban Revitalization District Operating Agreement
01/10/2022	848992	ESRI Inc	CDBG	364.00	Annual ESRI Maintenance -Comm. Dev.
01/10/2022	848992	ESRI Inc	Engineering	12,494.09	Annual ESRI Maintenance -Public Works
01/10/2022	848992	ESRI Inc	General	590.97	Annual ESRI Maintenance -Admin
01/10/2022	848992	ESRI Inc	General	1,450.00	Annual ESRI Maintenance -Code Enforcement
01/10/2022	848992	ESRI Inc	General	1,927.78	Annual ESRI Maintenance -Finance
01/10/2022	848992	ESRI Inc	IT Resources	495.49	Annual ESRI Maintenance -Building
01/10/2022	848992	ESRI Inc	IT Resources	7,495.28	ESRI Maintenance for license -IT
01/10/2022	848992	ESRI Inc	P.W. Admin	4,997.65	Annual ESRI Maintenance -Public Works
01/10/2022	848992	ESRI Inc	Park Dist 1	7,493.06	Annual ESRI Maintenance -Parks and Rec
01/10/2022	848992	ESRI Inc	PD Program	6,920.14	Annual ESRI Maintenance -Police
01/10/2022	848992	ESRI Inc	Planning	3,623.00	Annual ESRI Maintenance -Planning Dept.
01/10/2022	848992	ESRI Inc	Public Safety	1,572.92	Annual ESRI Maintenance -Fire
01/10/2022	848992	ESRI Inc	Street/Traffic	7,496.47	Annual ESRI Maintenance -Public Works
01/10/2022	848992	ESRI Inc	Transit	590.97	Annual ESRI Maintenance -MET Transit

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	848992	ESRI Inc	Wastewater	12,494.09	Annual ESRI Maintenance -Public Works
01/10/2022	848992	ESRI Inc	Water	12,494.09	Annual ESRI Maintenance -Public Works
01/10/2022	848995	Fisher's Technology	Central Services	22,410.39	Purchase of Canon imagePRESS Lite C165
01/10/2022	848997	Gaynor's Auto Body	Property Ins	4,191.21	Police Car 1497 Claim 2021-236
01/10/2022	848997	Gaynor's Auto Body	Property Ins	1,017.60	Police Car 1506 P2021-237
01/10/2022	848999	Gilbarco	Fleet	2,860.00	Fleet Services annual Gasboy renewal
01/10/2022	848999	Gilbarco	Solid Waste	715.00	Landfill annual Gasboy Renewal
01/10/2022	848999	Gilbarco	Wastewater	178.75	Gasboy annual Maintenance -Public works 75/25 split
01/10/2022	848999	Gilbarco	Water	536.25	Gasboy annual Maintenance -Public works 75/25 split
01/10/2022	849003	Guardian Security	Library	9,748.43	842 December 2021
01/10/2022	849004	Hansers Wrecker	Public Safety	65.00	16193
01/10/2022	849004	Hansers Wrecker	Public Safety	2,875.00	Towing Services
01/10/2022	849004	Hansers Wrecker	Public Safety	2,190.00	Towing Services
01/10/2022	849004	Hansers Wrecker	Wastewater	65.00	15909
01/10/2022	849009	Heiman Fire Equip	Public Safety	34.36	0904199-IN: FREIGHT & HANDLING, ROOF VENTILATION HOOK POLES
01/10/2022	849009	Heiman Fire Equip	Public Safety	66.40	0904263-IN SHIPPING & HANDLING - HANDLELOKS
01/10/2022	849009	Heiman Fire Equip	Public Safety	364.13	0904509-IN SHIPPING & HANDLING - SCENE LIGHTS, HOLDERS, NY HOOKS
01/10/2022	849009	Heiman Fire Equip	Public Safety	1,050.00	1248-1004-Y, PAC TOOL LOCK, YELLOW
01/10/2022	849009	Heiman Fire Equip	Public Safety	1,260.00	1248-1070-Y, PAC TOOL JUMBO LOCK, YELLOW
01/10/2022	849009	Heiman Fire Equip	Public Safety	5,326.92	1535 LED SCENE LIGHT, SPRECTRA, 120VAC 20K LM, PORT, ON/OFF SWITCH
01/10/2022	849009	Heiman Fire Equip	Public Safety	650.00	2740-OM-CSM-L, LARGE CHAIN SW MOUNT
01/10/2022	849009	Heiman Fire Equip	Public Safety	410.00	2740-QM-PMH-D, DOUBLE PRE-MIX HOLDER
01/10/2022	849009	Heiman Fire Equip	Public Safety	420.00	2740-UHH-1, HELMET HOLDERS
01/10/2022	849009	Heiman Fire Equip	Public Safety	347.85	32266-HCRH6DG, 6FT TRASH HOOK W/D HANDLE
01/10/2022	849009	Heiman Fire Equip	Public Safety	242.85	3899-NYHL-4, 4-FT NEW YORK HOOK DROP FORGED END
01/10/2022	849009	Heiman Fire Equip	Public Safety	296.85	3899-NYHL-6, 6-FT NEW YORK HOOK DROP FORGED END
01/10/2022	849009	Heiman Fire Equip	Public Safety	356.85	3899-NYHL-8, 8-FT NEW YORK HOOK DROP FORGED END
01/10/2022	849009	Heiman Fire Equip	Public Safety	-689.50	CREDIT MEMO: 1950-NZ025, NOZZLE 1" NH, 10-25 gpm
01/10/2022	849014	Ideal Supply	PD Program	11,746.25	Remote firing device and carrying case.
01/10/2022	849016	Ingram Library Service	Library	28.00	55321693
01/10/2022	849016	Ingram Library Service	Library	35.17	55321693
01/10/2022	849016	Ingram Library Service	Library	19.76	55321694
01/10/2022	849016	Ingram Library Service	Library	100.60	55321694
01/10/2022	849016	Ingram Library Service	Library	60.41	55321694

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	849016	Ingram Library Service	Library	30.54 55321695	
01/10/2022	849016	Ingram Library Service	Library	19.18 56851027	
01/10/2022	849016	Ingram Library Service	Library	56.72 56851027	
01/10/2022	849016	Ingram Library Service	Library	12.59 56851027	
01/10/2022	849016	Ingram Library Service	Library	78.32 56852814	
01/10/2022	849016	Ingram Library Service	Library	19.20 56852815	
01/10/2022	849016	Ingram Library Service	Library	20.38 56852816	
01/10/2022	849016	Ingram Library Service	Library	36.74 56852817	
01/10/2022	849016	Ingram Library Service	Library	15.33 56852818	
01/10/2022	849016	Ingram Library Service	Library	22.74 56852819	
01/10/2022	849016	Ingram Library Service	Library	26.11 56852819	
01/10/2022	849016	Ingram Library Service	Library	10.59 56852820	
01/10/2022	849016	Ingram Library Service	Library	284.56 56852820	
01/10/2022	849016	Ingram Library Service	Library	25.50 56852821	
01/10/2022	849016	Ingram Library Service	Library	11.39 56852821	
01/10/2022	849016	Ingram Library Service	Library	15.92 56852822	
01/10/2022	849016	Ingram Library Service	Library	4.19 56852822	
01/10/2022	849016	Ingram Library Service	Library	10.77 56881576	
01/10/2022	849016	Ingram Library Service	Library	912.41 56881577	
01/10/2022	849016	Ingram Library Service	Library	287.69 56881577	
01/10/2022	849016	Ingram Library Service	Library	89.34 56881577	
01/10/2022	849016	Ingram Library Service	Library	33.04 56881578	
01/10/2022	849016	Ingram Library Service	Library	15.59 56881579	
01/10/2022	849016	Ingram Library Service	Library	16.49 56888212	
01/10/2022	849016	Ingram Library Service	Library	8.27 56888212	
01/10/2022	849016	Ingram Library Service	Library	26.75 56888212	
01/10/2022	849016	Ingram Library Service	Library	17.69 56888213	
01/10/2022	849016	Ingram Library Service	Library	64.26 56888213	
01/10/2022	849016	Ingram Library Service	Library	25.84 56888213	
01/10/2022	849016	Ingram Library Service	Library	21.99 56888213	
01/10/2022	849016	Ingram Library Service	Library	52.11 56888214	
01/10/2022	849016	Ingram Library Service	Library	26.04 56888215	
01/10/2022	849016	Ingram Library Service	Library	29.66 56888216	
01/10/2022	849016	Ingram Library Service	Library	11.77 56888217	

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	849013	I-State Truck	Fleet	451.44	C251324407.01 PO NUM 313714
01/10/2022	849013	I-State Truck	Public Safety	108.30	C251323973.01
01/10/2022	849013	I-State Truck	Public Safety	60.10	C251323996.01
01/10/2022	849013	I-State Truck	Public Safety	2,637.48	C251324008.01
01/10/2022	849013	I-State Truck	Public Safety	450.94	C251324538.01
01/10/2022	849013	I-State Truck	Public Safety	1,782.27	C251324548.01
01/10/2022	849013	I-State Truck	Public Safety	52.90	C251324611.01
01/10/2022	849013	I-State Truck	Solid Waste	4.49	C251323363.01
01/10/2022	849013	I-State Truck	Solid Waste	204.51	C251324019.01
01/10/2022	849013	I-State Truck	Solid Waste	226.85	C251324020.01
01/10/2022	849013	I-State Truck	Solid Waste	-204.51	C251324022.01
01/10/2022	849013	I-State Truck	Street/Traffic	82.70	C251323157.01
01/10/2022	849013	I-State Truck	Street/Traffic	45.05	C251323296.01
01/10/2022	849013	I-State Truck	Street/Traffic	30.05	C251323671.01
01/10/2022	849013	I-State Truck	Street/Traffic	129.74	C251324553.01
01/10/2022	849013	I-State Truck	Street/Traffic	182.40	C251324556.01
01/10/2022	849013	I-State Truck	Street/Traffic	-129.74	C251324557.01
01/10/2022	849013	I-State Truck	Street/Traffic	-182.40	C251324558.01
01/10/2022	849013	I-State Truck	Street/Traffic	182.40	C251324559.01
01/10/2022	849013	I-State Truck	Wastewater	20.31	C251323916.01
01/10/2022	849013	I-State Truck	Water	201.20	C251324498.01
01/10/2022	849022	Jottodesk	Public Safety	6,468.72	7837718
01/10/2022	849026	KLE Construction	Tax Incrmnt S	314,053.25	Hallowell Lane Improvements
01/10/2022	849029	Kois Brothers Equip	Solid Waste	3,774.48	124520
01/10/2022	849029	Kois Brothers Equip	Solid Waste	70.97	124520
01/10/2022	849034	Land Design	Park Dist 1	6,653.95	phase I of the Poly Vista project-016202
01/10/2022	849034	Land Design	Tax Incrmnt S	344.86	design, contract & management for shelter at Optimist Park
01/10/2022	849052	MMIA	Payroll Clearing	452,552.36	Workers' Compensation October 2021 - December 2021
01/10/2022	849053	MMIA	Property Ins	14,166.55	Liability Program December 2021
01/10/2022	849057	Mountain Alarm	Facilities	12.50	city hall elevator monitoring
01/10/2022	849057	Mountain Alarm	Facilities	37.50	daily timer test and monthly monitoring
01/10/2022	849057	Mountain Alarm	Facilities	37.50	daily timer test and monthly monitoring - BOC
01/10/2022	849057	Mountain Alarm	General	19.33	003205-activation for virtual keypad
01/10/2022	849057	Mountain Alarm	General	3,239.59	alarm installation for PRPL office -003205

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01/10/2022	849057	Mountain Alarm	General	20.00	virtual keypad for january 2022-2634187
01/10/2022	849054	MT Peterbilt	Fleet	472.26	33149 PO NUM 313688
01/10/2022	849054	MT Peterbilt	Fleet	653.54	33353 PO NUM 313688
01/10/2022	849054	MT Peterbilt	Fleet	40.92	33358 PO NUM 313688
01/10/2022	849054	MT Peterbilt	Fleet	783.21	33459 PO NUM 313688
01/10/2022	849054	MT Peterbilt	Solid Waste	74.50	33276
01/10/2022	849054	MT Peterbilt	Solid Waste	80.11	33422
01/10/2022	849054	MT Peterbilt	Solid Waste	335.84	33453
01/10/2022	849054	MT Peterbilt	Solid Waste	233.84	33683
01/10/2022	849054	MT Peterbilt	Solid Waste	342.14	33944
01/10/2022	849062	North Coast Electric	Street/Traffic	4.20	light shield for signals
01/10/2022	849062	North Coast Electric	Street/Traffic	120.18	drill bits
01/10/2022	849062	North Coast Electric	Street/Traffic	2.80	light shield for signals
01/10/2022	849062	North Coast Electric	Street/Traffic	8,932.80	S011262911.003 PO NUM 313694
01/10/2022	849062	North Coast Electric	Street/Traffic	8,756.40	S011262911.005 PO NUM 313698
01/10/2022	849062	North Coast Electric	Street/Traffic	2,273.20	S011262911.007 PO NUM 313697
01/10/2022	849062	North Coast Electric	Street/Traffic	1,402.80	S011390876.001 PO NUM 313695
01/10/2022	849063	Northwest Pipe	Fleet	4.15	7651250 PO NUM 313284
01/10/2022	849063	Northwest Pipe	Wastewater	488.18	Flush line
01/10/2022	849063	Northwest Pipe	Wastewater	249.37	Sump pump for 5 mile lift station
01/10/2022	849063	Northwest Pipe	Water	604.80	1-1/2? E-CODER INSIDE REGISTER P/N: RE2F41
01/10/2022	849063	Northwest Pipe	Water	8,231.50	2" ECODER WALL METER CUFT FLG. (202NS04791)
01/10/2022	849063	Northwest Pipe	Water	72.60	2" MAIN CASE GASKET - T-10 (9083-002) P/N: 202NS10470
01/10/2022	849063	Northwest Pipe	Water	1,716.96	3" BRONZE METER STRAINER 53107-000
01/10/2022	849063	Northwest Pipe	Water	14,994.00	5/8" E-CODER WALL CU.FT. - METER W/RECPT ED2A11REF7
01/10/2022	849063	Northwest Pipe	Water	233.30	BRASS NIPPLE 2" X 4"
01/10/2022	849063	Northwest Pipe	Water	317.98	Chem building water heater parts
01/10/2022	849063	Northwest Pipe	Water	217.66	Chemical building water heater
01/10/2022	849063	Northwest Pipe	Water	92.56	Coupling and Valve
01/10/2022	849063	Northwest Pipe	Water	180.00	L Structure suction line repair- Insulation
01/10/2022	849063	Northwest Pipe	Water	2,130.00	METER SHOP. TESTING SUPPLIES
01/10/2022	849063	Northwest Pipe	Water	290.85	Pipe wrap and nut driver
01/10/2022	849063	Northwest Pipe	Water	569.82	Quick Sling heater hanger
01/10/2022	849063	Northwest Pipe	Water	21,420.00	R-900 ENHANCED WALL RR - MIU 13341-200 (RF'S) (2030905)

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01/10/2022	849063	Northwest Pipe	Water	2,380.00	R-900 ENHANCED WALL RR - MIU 13341-200 (RF'S) (2030905)
01/10/2022	849063	Northwest Pipe	Water	31.97	Tubing cutter
01/10/2022	849063	Northwest Pipe	Water	-85.21	Valve return
01/10/2022	849064	NorthWestern Energy	Airport	28,271.89	0100482-9. Airport Vault. December 2021
01/10/2022	849064	NorthWestern Energy	Airport	463.95	0712792-1. IP-7. December 2021
01/10/2022	849064	NorthWestern Energy	Airport	1,280.52	0712800-2. IP-9. December 2021
01/10/2022	849064	NorthWestern Energy	Airport	888.61	0712809-3. IP-11/12 Alpine. December 2021
01/10/2022	849064	NorthWestern Energy	Airport	1,483.97	3477231-9. Parking Zone. December 2021
01/10/2022	849064	NorthWestern Energy	Facilities	78.61	3602453-7
01/10/2022	849064	NorthWestern Energy	Facilities	1,430.31	3602454-5
01/10/2022	849064	NorthWestern Energy	Facilities	9,071.31	3927205-9
01/10/2022	849064	NorthWestern Energy	General	110.12	0712539-6
01/10/2022	849064	NorthWestern Energy	General	188.05	0712683-2
01/10/2022	849064	NorthWestern Energy	General	125.17	0720841-6
01/10/2022	849064	NorthWestern Energy	General	11.06	1635289-0
01/10/2022	849064	NorthWestern Energy	Park Dist 1	180.67	0722256-5
01/10/2022	849064	NorthWestern Energy	Park Dist 1	28.78	0722277-1
01/10/2022	849064	NorthWestern Energy	Park Dist 1	6.00	0831702-6
01/10/2022	849064	NorthWestern Energy	Park Dist 1	8.60	0920801-8
01/10/2022	849064	NorthWestern Energy	Park Dist 1	0.00	1156527-2
01/10/2022	849064	NorthWestern Energy	Park Dist 1	6.00	1230066-1
01/10/2022	849064	NorthWestern Energy	Park Dist 1	1.11	1692666-9
01/10/2022	849064	NorthWestern Energy	Park Dist 1	7.43	1902257-3
01/10/2022	849064	NorthWestern Energy	Park Dist 1	17.67	3020837-5
01/10/2022	849064	NorthWestern Energy	Park Dist 1	6.00	3477233-5
01/10/2022	849064	NorthWestern Energy	Parking	553.57	0720829-1
01/10/2022	849064	NorthWestern Energy	Parking	1,566.84	1569636-2
01/10/2022	849064	NorthWestern Energy	Parking	1,940.00	3067416-2
01/10/2022	849064	NorthWestern Energy	Parking	387.42	3279035-4
01/10/2022	849064	NorthWestern Energy	Parking	150.89	3463478-2
01/10/2022	849064	NorthWestern Energy	Parks Maint	7.97	0723387-7
01/10/2022	849064	NorthWestern Energy	Parks Maint	1.11	0971824-8
01/10/2022	849064	NorthWestern Energy	Parks Maint	0.61	1312707-1
01/10/2022	849064	NorthWestern Energy	Parks Maint	6.90	1564209-3

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01/10/2022	849064	NorthWestern Energy	Public Safety	493.72	0712537-0
01/10/2022	849064	NorthWestern Energy	Public Safety	340.05	0720840-8
01/10/2022	849064	NorthWestern Energy	Public Safety	329.83	1984150-1
01/10/2022	849064	NorthWestern Energy	Public Safety	188.56	1984155-0
01/10/2022	849064	NorthWestern Energy	Public Safety	392.37	FIRE 6: 0100477-9 - MONTHLY ELECTRIC SERVICES
01/10/2022	849064	NorthWestern Energy	Radio	174.95	1006915-1
01/10/2022	849064	NorthWestern Energy	Street/Traffic	52.41	1738989-1
01/10/2022	849064	NorthWestern Energy	Street/Traffic	0.74	1797828-9
01/10/2022	849064	NorthWestern Energy	Street/Traffic	7.56	2047011-8
01/10/2022	849064	NorthWestern Energy	Street/Traffic	7.56	2047018-3
01/10/2022	849064	NorthWestern Energy	Street/Traffic	6.11	3660075-7
01/10/2022	849064	NorthWestern Energy	Transit	25.26	0712764-0
01/10/2022	849064	NorthWestern Energy	Wastewater	100.65	0723383-6
01/10/2022	849064	NorthWestern Energy	Wastewater	530.30	0723878-5
01/10/2022	849064	NorthWestern Energy	Wastewater	14.17	1704025-4
01/10/2022	849064	NorthWestern Energy	Wastewater	109.33	1704030-4
01/10/2022	849064	NorthWestern Energy	Wastewater	1,349.85	2132749-9
01/10/2022	849064	NorthWestern Energy	Water	621.50	0100478-7
01/10/2022	849064	NorthWestern Energy	Water	9.83	0722249-0
01/10/2022	849064	NorthWestern Energy	Water	96.40	0722252-4
01/10/2022	849064	NorthWestern Energy	Water	2,649.81	0722270-6
01/10/2022	849064	NorthWestern Energy	Water	2,968.79	0723043-6
01/10/2022	849064	NorthWestern Energy	Water	299.48	805 Constitution Ave
01/10/2022	849065	Pace	Facilities	1,077.50	animal shelter drain pit cleaning
01/10/2022	849065	Pace	Storm Sewer	2,120.39	video inspection and reporting of storm drains
01/10/2022	849065	Pace	Storm Sewer	10,917.79	video inspection and reporting of storm drains
01/10/2022	849073	River Oaks Commun	Engineering	4,703.00	Reviewing info for Macro Cell Towers, standards and guidelines
01/10/2022	849074	Rocky Mt Health	City Ins Fund	7,800.00	December 2021 Healthy Is Wellness Biometric Screening
01/10/2022	849078	Sanderson Stewart	Arterial Streets	1,495.74	WO 0912 Inner Belt Loop
01/10/2022	849078	Sanderson Stewart	Arterial Streets	15,606.08	WO 0912 Inner Belt Loop, Payment # 45
01/10/2022	849078	Sanderson Stewart	Bike Trl Donate	26,943.90	WO 21-38 HWY 3 Multi-use Path (Skyline Trail), Payment # 4
01/10/2022	849087	Solid Waste Systems	Fleet	611.49	138187 PO NUM 313691
01/10/2022	849087	Solid Waste Systems	Solid Waste	409.51	138182
01/10/2022	849087	Solid Waste Systems	Solid Waste	761.95	138300

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01/10/2022	849087	Solid Waste Systems	Solid Waste	11,594.35	138393
01/10/2022	849087	Solid Waste Systems	Solid Waste	404.65	138414
01/10/2022	849100	Target Acquired	General	5,575.00	Public Safety 2021 Consultant
01/10/2022	849102	Tel Net Systems	Solid Waste	2,003.27	Install fiber and network to the south BOC garage -Streets and SW
01/10/2022	849102	Tel Net Systems	Street/Traffic	4,674.30	Install fiber and network to the south BOC garage -Streets and SW
01/10/2022	849110	TNT Springs	Fleet	2,799.60	207052 PO NUM 313703
01/10/2022	849110	TNT Springs	Fleet	230.52	207102 PO NUM 313703
01/10/2022	849110	TNT Springs	Public Safety	176.36	207119
01/10/2022	849111	Town & Country Supply	Airport	11,657.23	Invoice #422680. Diesel Fuel for Ops
01/10/2022	849111	Town & Country Supply	Airport	24,466.12	Invoice #422974. QTA Car Rental Fuel
01/10/2022	849111	Town & Country Supply	Fleet	18,282.46	423751 PO NUM 313666
01/10/2022	849111	Town & Country Supply	Fleet	19,424.43	423757 PO NUM 313686
01/10/2022	849111	Town & Country Supply	Water	29,266.39	WATER PARTS AND SUPPLIES PO NUM 313569
01/10/2022	849112	Tractor & Equip	Fleet	505.58	BLW00212944
01/10/2022	849112	Tractor & Equip	Solid Waste	377.32	BLCS0769798
01/10/2022	849112	Tractor & Equip	Solid Waste	4,283.60	BLW00212969
01/10/2022	849112	Tractor & Equip	Solid Waste	2,189.11	BLW00213102
01/10/2022	849112	Tractor & Equip	Solid Waste	2,150.33	BLW00213175
01/10/2022	849113	TraffiCalm System	Street/Traffic	10,266.28	pedestrian crossing rapid flashers
01/10/2022	849114	Transitional Marketing	Transit	4,172.21	Invoice #7180. New Transit Schedule Booklets
01/10/2022	ACH	U.S. Bank PCards	Airport	814.78	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	449.98	Aerotronics Inc Tfbo - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	23.48	Albertsons #4025 - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	552.08	Alpha Overhead Door - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	700.00	Alpine Plumbing Heating & - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	124.95	Als Bootery & Repair Shop - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	336.44	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	88.73	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	115.90	Amzn Mktp Us*0W30N3Ou3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	108.56	Amzn Mktp Us*5U4D787O3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	90.09	Amzn Mktp Us*7X8P07Ll3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	309.07	Amzn Mktp Us*Ek31S90J3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	266.97	Amzn Mktp Us*Fg6Wp0Fv3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	59.99	Amzn Mktp Us*Jb6Gv0Zl3 - PCard

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01/10/2022	ACH	U.S. Bank PCards	Airport	158.84	Amzn Mktp Us*K59O197Y3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	67.54	Amzn Mktp Us*Nd5Sd8623 - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	157.99	Amzn Mktp Us*Wv7Ie5Wb3 Am - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	76.00	Amzn Mktp Us*Ym9Qa9Lw3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	13.06	Archie Cochrane Ford - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	19.96	At Home Store 281 - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	159.99	Bestbuycom806535670037 - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	30.98	Bestbuycom806535758653 - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	16.99	Bestbuycom806535758653 - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	25.00	Big Sky Fire Equipment - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	443.26	Billing Kubata Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	22.43	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	120.00	Billings Overhead Door In - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	283.00	Billings Overhead Door In - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	1,400.00	Billings Overhead Door In - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	295.00	Civil Air Patrol Magazine - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	43.09	Crescent Electric 054 - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	-33.28	Crescent Electric 054 - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	120.56	Direct Auto Distributing - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	7.00	Dollar Tree - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	95.99	Dtv*Directv Service - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	1,999.80	Dxp Enterprises - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	855.95	E And M Consulting Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	177.24	Ecolab Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	111.16	Ecolab Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	100.04	Ecolab Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	117.34	Ecolab Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	9.98	Evergreen Ace Hardware - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	60.70	Farcountry Press - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	6.79	Fastenal Company 01Mtbll - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	23.09	Fastenal Company 01Mtbll - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	404.87	Fastenal Company 01Mtbll - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	572.00	Fischer Comm Flooring L - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	37.61	Fisher'S Technology - PCard

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01/10/2022	ACH	U.S. Bank PCards	Airport	36.55	Fordparts.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	285.00	Fsp*Generator Starter Sho - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	369.76	Genesis Lamp Corp - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	233.43	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	182.97	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	87.50	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	99.00	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	67.31	Heights Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	129.00	Homedepot.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	12.71	Hose & Rubber Supply - Bi - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	254.70	Hose & Rubber Supply - Bi - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	4.22	Hose & Rubber Supply - Bi - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	17.40	Hose & Rubber Supply - Bi - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	774.08	In *Automatic Doors Of Mo - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	411.10	In *Billings Overhead Doo - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	294.00	In *Billings Overhead Doo - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	54.00	In *Cotter'S Sewer, Septi - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	33.38	Johnstone Supply - Billin - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	-406.32	Johnstone Supply - Billin - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	44.67	Johnstone Supply - Billin - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	1,510.38	Kb Commercial Products - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	296.63	Kb Commercial Products - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	9.18	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	49.34	Lowes #00319* - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	22.00	Lp Anderson - Point S, Dt - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	56.62	Marshall Wolf Automation, - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	427.40	Mb Companies - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	39.95	Napa Store 3547007 - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	-37.52	Napa Store 3547007 - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	138.00	Norco Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	5.69	Norco Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	65.04	Northwest Pipe Fittings - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	8.35	Northwest Pipe Fittings - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	260.00	Pp*Mcwholesale - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Airport	46.00	Rf Communications Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	2.40	Shipton'S Big R-East - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	594.25	Sign Pro Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	373.00	Sign Pro Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	60.50	Spic And Span - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	132.50	Spic And Span - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	1,327.82	Sq *Sealital, Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	1,602.36	State Chemic*State Che - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	98.00	The Home Depot 3101 - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	489.36	The Iris Companies - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	-26.28	Tractor & Equipment - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	135.74	Tractor & Equipment - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	24.90	Wal-Mart #1956 - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	1,290.88	Yellowstone Electric Comp - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	1,714.60	Yellowstone Electric Comp - PCard
01/10/2022	ACH	U.S. Bank PCards	Airport	14.99	Zoom.Us 888-799-9666 - PCard
01/10/2022	ACH	U.S. Bank PCards	Building	54.99	Amzn Mktp Us*Dl2O205S3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Building	24.98	Amzn Mktp Us*Zm0Xo4083 - PCard
01/10/2022	ACH	U.S. Bank PCards	Building	46.61	Billings Construction Sup - PCard
01/10/2022	ACH	U.S. Bank PCards	Building	99.99	Costco Whse #0069 - PCard
01/10/2022	ACH	U.S. Bank PCards	Building	149.49	Idu*Insight Public Sec - PCard
01/10/2022	ACH	U.S. Bank PCards	Building	105.00	Int'L Code Council Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Building	51.95	Int'L Code Council Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Building	219.00	Int'L Code Council Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Building	900.00	Int'L Code Council Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Building	227.85	Int'L Code Council Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Building	53.85	Int'L Code Council Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Building	402.45	Nfpa Natl Fire Protect - PCard
01/10/2022	ACH	U.S. Bank PCards	Building	155.00	Sq *Auto Auction Of Monta - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	36.99	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	44.59	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	18.99	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	132.34	Albertsons #0038 - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	45.74	Amzn Mktp Us*4Y3F09Fi3 - PCard

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01/10/2022	ACH	U.S. Bank PCards	CDBG	26.30	Amzn Mktp Us*Nu3420M93 - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	6.99	Amzn Mktp Us*Sw8Og9Er3 - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	178.41	Anderson Zurmuehlen - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	12.95	Canva* I03253-21791789 - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	3,452.40	Cncs - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	3,452.40	Cncs - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	22.00	Dollar Tree - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	2.00	Facebk *5Uf6X9Krs2 - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	2.00	Facebk *Cazx9A7Ss2 - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	7.00	Facebk *Hmyjbafrs2 - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	2.00	Facebk *My8V9A7Ss2 - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	3.00	Facebk *Ncgax9Krs2 - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	3.00	Facebk *Tgxjha3Ss2 - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	25.00	Facebk *Ttkuna7Ss2 - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	10.00	Facebk *Vmgnfbbss2 - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	5.00	Facebk *We6K6Atrs2 - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	15.00	Facebk *Xhmkma3Ss2 - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	15.00	Facebk *Yuyrw9Prs2 - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	130.04	Fisher'S Technology - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	55.75	Rockets Gourmet Wraps - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	16.50	Sq *Classy N Sassy Coffee - PCard
01/10/2022	ACH	U.S. Bank PCards	CDBG	9.20	Usps Po 2907800103 - PCard
01/10/2022	ACH	U.S. Bank PCards	Central Services	470.58	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	City Ins Fund	175.00	Albertsons #4041 - PCard
01/10/2022	ACH	U.S. Bank PCards	Court Grants	25.99	Albertsons #0038 - PCard
01/10/2022	ACH	U.S. Bank PCards	Court Grants	6.30	Albertsons #0630 - PCard
01/10/2022	ACH	U.S. Bank PCards	Court Grants	100.00	Albertsons #4041 - PCard
01/10/2022	ACH	U.S. Bank PCards	Court Grants	34.00	Dollar Tree - PCard
01/10/2022	ACH	U.S. Bank PCards	Court Grants	25.00	Wal-Mart #1956 - PCard
01/10/2022	ACH	U.S. Bank PCards	Court Grants	15.55	Zoom.Us 888-799-9666 - PCard
01/10/2022	ACH	U.S. Bank PCards	Engineering	49.50	4Te*Fps/Mountain Alarm - PCard
01/10/2022	ACH	U.S. Bank PCards	Engineering	63.80	4Te*Fps/Mountain Alarm - PCard
01/10/2022	ACH	U.S. Bank PCards	Engineering	44.89	Amazon.Com*Uu2116Gn3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Engineering	425.07	Amazon.Com*Yf9R81Ly3 Amzn - PCard

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01/10/2022	ACH	U.S. Bank PCards	Engineering	-224.26	Careerbuilder - PCard
01/10/2022	ACH	U.S. Bank PCards	Engineering	224.26	Careerbuilder - PCard
01/10/2022	ACH	U.S. Bank PCards	Engineering	48.94	Edge Construction Supp - PCard
01/10/2022	ACH	U.S. Bank PCards	Engineering	152.75	Fisher'S Technology - PCard
01/10/2022	ACH	U.S. Bank PCards	Engineering	9.22	Fisher'S Technology - PCard
01/10/2022	ACH	U.S. Bank PCards	Engineering	7.33	Fisher'S Technology - PCard
01/10/2022	ACH	U.S. Bank PCards	Engineering	945.00	Inst Of Transp Eng - PCard
01/10/2022	ACH	U.S. Bank PCards	Engineering	65.75	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Engineering	389.00	National Business Inst. - PCard
01/10/2022	ACH	U.S. Bank PCards	Engineering	40.00	Rockets Gourmet Wraps - PCard
01/10/2022	ACH	U.S. Bank PCards	Engineering	447.48	Selby'S - PCard
01/10/2022	ACH	U.S. Bank PCards	Engineering	15.55	Zoom.Us 888-799-9666 - PCard
01/10/2022	ACH	U.S. Bank PCards	Facilities	20.38	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Facilities	286.36	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Facilities	295.99	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Facilities	65.90	Amzn Mktp Us*A11Wd5Ry3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Facilities	232.80	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Facilities	40.77	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Facilities	96.48	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Facilities	7.59	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Facilities	31.40	Lowes #00319* - PCard
01/10/2022	ACH	U.S. Bank PCards	Facilities	76.34	Lowes #00319* - PCard
01/10/2022	ACH	U.S. Bank PCards	Facilities	14.96	Lowes #00319* - PCard
01/10/2022	ACH	U.S. Bank PCards	Facilities	114.77	Sq *Koinonia Laundry - PCard
01/10/2022	ACH	U.S. Bank PCards	Facilities	246.70	Sq *Koinonia Laundry - PCard
01/10/2022	ACH	U.S. Bank PCards	Facilities	66.26	The Home Depot #3101 - PCard
01/10/2022	ACH	U.S. Bank PCards	Fleet	161.55	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	General	12.06	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	General	12.43	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	General	90.00	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	General	30.63	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	General	267.73	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	General	11.76	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	General	-11.76	360 Office Solutions Inc - PCard

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01/10/2022	ACH	U.S. Bank PCards	General	155.28	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	General	61.64	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	General	10.85	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	General	-10.21	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	General	73.06	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	General	14.99	Adobe *800-833-6687 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	52.99	Adobe Creative Cloud - PCard
01/10/2022	ACH	U.S. Bank PCards	General	52.99	Adobe Creative Cloud - PCard
01/10/2022	ACH	U.S. Bank PCards	General	52.99	Adobe Creative Cloud - PCard
01/10/2022	ACH	U.S. Bank PCards	General	52.99	Adobe Creative Cloud - PCard
01/10/2022	ACH	U.S. Bank PCards	General	58.42	Adobe Creative Cloud - PCard
01/10/2022	ACH	U.S. Bank PCards	General	14.99	Adobe Pdf Pack Subs - PCard
01/10/2022	ACH	U.S. Bank PCards	General	18.46	Albertsons #0038 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	24.45	Albertsons #0038 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	10.97	Albertsons #0038 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	15.96	Albertsons #0047 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	11.97	Albertsons #0047 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	56.95	Albertsons #1227 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	9.97	Albertsons #4025 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	12.98	Albertsons #4025 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	6.67	Albertsons #4025 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	50.00	Amazon.Com*5352Y60V3 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	80.65	Amazon.Com*Nr7Yt5P93 Amzn - PCard
01/10/2022	ACH	U.S. Bank PCards	General	22.50	Amazon.Com*Th18A2Ib3 Amzn - PCard
01/10/2022	ACH	U.S. Bank PCards	General	25.91	Amazon.Com*Wo8Oy4683 Amzn - PCard
01/10/2022	ACH	U.S. Bank PCards	General	85.20	Amazon.Com*X51Nr1Ba3 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	3.99	Amzn Mktp Us*713Ur6783 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	119.92	Amzn Mktp Us*B97Vk31A3 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	28.99	Amzn Mktp Us*F52Dl7063 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	165.38	Amzn Mktp Us*Fk7Z320S3 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	193.45	Amzn Mktp Us*G13Ab3Dg3 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	4.99	Amzn Mktp Us*G31Ng3Xr3 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	169.59	Amzn Mktp Us*Go04P38X3 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	44.97	Amzn Mktp Us*Gq78A96S3 - PCard

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01/10/2022	ACH	U.S. Bank PCards	General	71.94	Amzn Mktp Us*Nb43B4Pc3 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	35.96	Amzn Mktp Us*Ot18M8P93 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	89.94	Amzn Mktp Us*Po6Bp1Kg3 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	263.77	Amzn Mktp Us*Uw3Pu1U03 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	30.98	Amzn Mktp Us*Vc4564U53 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	3.60	Amzn Mktp Us*Zv5Es4653 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	37.99	Ana - Hallmark - PCard
01/10/2022	ACH	U.S. Bank PCards	General	45.00	Batteries+Bulbs #0253 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	931.00	Billings Ink And Toner, I - PCard
01/10/2022	ACH	U.S. Bank PCards	General	104.00	Bin 119 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	32.00	Bin 119 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	209.99	Buddy Punch - PCard
01/10/2022	ACH	U.S. Bank PCards	General	8.06	Buddy Punch - PCard
01/10/2022	ACH	U.S. Bank PCards	General	29.97	Cab Store Billings, Mt - PCard
01/10/2022	ACH	U.S. Bank PCards	General	246.49	Central Electric Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	General	1,710.00	Cool River Roasting - PCard
01/10/2022	ACH	U.S. Bank PCards	General	32.23	Costco Whse #0069 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	524.91	Costco Whse #0069 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	12.00	Creative Monograms Smb - PCard
01/10/2022	ACH	U.S. Bank PCards	General	7.00	Dollar Tree - PCard
01/10/2022	ACH	U.S. Bank PCards	General	22.00	Dollar Tree - PCard
01/10/2022	ACH	U.S. Bank PCards	General	225.96	Econo Print - PCard
01/10/2022	ACH	U.S. Bank PCards	General	384.68	Econo Print - PCard
01/10/2022	ACH	U.S. Bank PCards	General	40.97	Evergreen Ace Hardware - PCard
01/10/2022	ACH	U.S. Bank PCards	General	25.00	Facebk *A3Qyg8K3Y2 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	6.99	Fedex Offic16000016089 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	194.83	Fisher'S Technology - PCard
01/10/2022	ACH	U.S. Bank PCards	General	200.73	Fisher'S Technology - PCard
01/10/2022	ACH	U.S. Bank PCards	General	141.44	Fisher'S Technology - PCard
01/10/2022	ACH	U.S. Bank PCards	General	135.00	Fsp*Generator Starter Sho - PCard
01/10/2022	ACH	U.S. Bank PCards	General	50.00	Fsp*Yellowstone Valley Ch - PCard
01/10/2022	ACH	U.S. Bank PCards	General	285.00	Graphic Imprints - PCard
01/10/2022	ACH	U.S. Bank PCards	General	327.74	Hanson Chemical - PCard
01/10/2022	ACH	U.S. Bank PCards	General	16.62	Hanson Chemical - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	General	4.72	Heights Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	General	3.24	Hotelscom9182864898159 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	67.02	Idu*Insight Public Sec - PCard
01/10/2022	ACH	U.S. Bank PCards	General	75.00	In *Billings Overhead Doo - PCard
01/10/2022	ACH	U.S. Bank PCards	General	89.25	Issa Intl Sports Scien - PCard
01/10/2022	ACH	U.S. Bank PCards	General	130.00	Jersey Mikes Online Orde - PCard
01/10/2022	ACH	U.S. Bank PCards	General	33.90	Julianos Restaurant - PCard
01/10/2022	ACH	U.S. Bank PCards	General	394.92	Kb Commercial Products - PCard
01/10/2022	ACH	U.S. Bank PCards	General	345.88	Kelley Connect - PCard
01/10/2022	ACH	U.S. Bank PCards	General	27.22	Lowes #00319* - PCard
01/10/2022	ACH	U.S. Bank PCards	General	396.22	Meadow Green Sales - PCard
01/10/2022	ACH	U.S. Bank PCards	General	79.00	Montanasocietyofcertified - PCard
01/10/2022	ACH	U.S. Bank PCards	General	127.78	National Academy Of Spor - PCard
01/10/2022	ACH	U.S. Bank PCards	General	78.59	Ncoa - PCard
01/10/2022	ACH	U.S. Bank PCards	General	20.50	Ntl Cntr For Safety - PCard
01/10/2022	ACH	U.S. Bank PCards	General	13.99	Office Depot #1080 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	79.36	Office Depot #2135 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	7.99	Office Depot #450 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	203.45	Office Depot #450 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	205.00	Paypal *Nationalpel - PCard
01/10/2022	ACH	U.S. Bank PCards	General	81.00	Pepsicola Bottling Compan - PCard
01/10/2022	ACH	U.S. Bank PCards	General	24.99	Pound Fitness - PCard
01/10/2022	ACH	U.S. Bank PCards	General	125.00	Pzg**Mt Dli Ebiz - PCard
01/10/2022	ACH	U.S. Bank PCards	General	125.00	Pzg**Mt Dli Ebiz - PCard
01/10/2022	ACH	U.S. Bank PCards	General	65.00	Smk*Surveymonkey.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	General	79.99	Spectrum - PCard
01/10/2022	ACH	U.S. Bank PCards	General	9.99	Spotify - PCard
01/10/2022	ACH	U.S. Bank PCards	General	300.00	Sq *Digital Layer Design - PCard
01/10/2022	ACH	U.S. Bank PCards	General	200.00	Sq *Digital Layer Design - PCard
01/10/2022	ACH	U.S. Bank PCards	General	18.99	Target 00013334 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	71.05	Target 00013334 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	375.00	Target 00013334 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	20.00	Textmagic.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	General	64.00	The Rubber Stamp Shop, - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	General	37.00	The Rubber Stamp Shop, In - PCard
01/10/2022	ACH	U.S. Bank PCards	General	100.00	The Rubber Stamp Shop, In - PCard
01/10/2022	ACH	U.S. Bank PCards	General	150.07	The Webstaurant Store Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	General	662.81	Thomson West*Tcd - PCard
01/10/2022	ACH	U.S. Bank PCards	General	1,582.17	Thomson West*Tcd - PCard
01/10/2022	ACH	U.S. Bank PCards	General	135.00	Time Out Sports - PCard
01/10/2022	ACH	U.S. Bank PCards	General	235.76	Ultra Graphics, Llc - PCard
01/10/2022	ACH	U.S. Bank PCards	General	17.62	Wal-Mart #1956 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	35.28	Wal-Mart #1956 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	44.03	Wal-Mart #2923 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	25.00	West End Lock And Secur - PCard
01/10/2022	ACH	U.S. Bank PCards	General	79.75	Wheniwork.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	General	32.73	Wm Supercenter #1956 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	66.47	Wm Supercenter #2923 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	11.08	Wm Supercenter #2923 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	46.98	Wm Supercenter #2923 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	98.54	Wm Supercenter #2923 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	16.12	Wm Supercenter #4412 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	53.10	Wolters Kluwer/Cch/L&R - PCard
01/10/2022	ACH	U.S. Bank PCards	General	160.20	Wolters Kluwer/Cch/L&R - PCard
01/10/2022	ACH	U.S. Bank PCards	General	16.00	Zeecreativeinc - PCard
01/10/2022	ACH	U.S. Bank PCards	General	57.05	Zoom.Us 888-799-9666 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	15.55	Zoom.Us 888-799-9666 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	15.55	Zoom.Us 888-799-9666 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	44.97	Zoom.Us 888-799-9666 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	15.55	Zoom.Us 888-799-9666 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	15.55	Zoom.Us 888-799-9666 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	49.00	Zoom.Us 888-799-9666 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	17.80	Zoom.Us 888-799-9666 - PCard
01/10/2022	ACH	U.S. Bank PCards	General	416.50	Zumba Fitness - PCard
01/10/2022	ACH	U.S. Bank PCards	General	68.40	Zumba Fitness - PCard
01/10/2022	ACH	U.S. Bank PCards	General	35.00	Zumbini - PCard
01/10/2022	ACH	U.S. Bank PCards	GO Const	14.28	Graybar Electric - PCard
01/10/2022	ACH	U.S. Bank PCards	GO Const	45.66	Graybar Electric - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	IT Resources	34.50	4Te*Fps/Mountain Alarm - PCard
01/10/2022	ACH	U.S. Bank PCards	IT Resources	20.00	Amazon.Com*932Gd9T93 Amzn - PCard
01/10/2022	ACH	U.S. Bank PCards	IT Resources	659.95	Amazon.Com*9Y44V6Lj3 - PCard
01/10/2022	ACH	U.S. Bank PCards	IT Resources	149.99	Amazon.Com*Qh0453Yw3 Amzn - PCard
01/10/2022	ACH	U.S. Bank PCards	IT Resources	164.70	Amzn Mktp Us*Il4Tr1Vt3 - PCard
01/10/2022	ACH	U.S. Bank PCards	IT Resources	4.99	Groupgreeting - PCard
01/10/2022	ACH	U.S. Bank PCards	IT Resources	4.99	Groupgreeting - PCard
01/10/2022	ACH	U.S. Bank PCards	IT Resources	1,430.25	Idu*Insight Public Sec - PCard
01/10/2022	ACH	U.S. Bank PCards	IT Resources	93.17	Idu*Insight Public Sec - PCard
01/10/2022	ACH	U.S. Bank PCards	IT Resources	300.00	Magip - PCard
01/10/2022	ACH	U.S. Bank PCards	IT Resources	735.40	Rapidsupplies.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Legal Grants	583.80	American Air0012317688125 - PCard
01/10/2022	ACH	U.S. Bank PCards	Legal Grants	583.80	American Air0012317688126 - PCard
01/10/2022	ACH	U.S. Bank PCards	Legal Grants	583.80	American Air0012317688127 - PCard
01/10/2022	ACH	U.S. Bank PCards	Legal Grants	583.80	American Air0012317688128 - PCard
01/10/2022	ACH	U.S. Bank PCards	Legal Grants	583.80	American Air0012317688129 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	82.50	4Te*Fps/Mountain Alarm - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	378.24	4Te*Fps/Mountain Alarm - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	101.00	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	36.99	Amazon.Com*7Q2Al52Q3 Amzn - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	17.98	Amazon.Com*B468M8J43 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	44.84	Amazon.Com*Ds66U3I03 Amzn - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	18.99	Amazon.Com*Ge72R3Ew3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	46.84	Amazon.Com*X689C7B93 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	9.99	Amazon.Com*Xb8I726C3 Amzn - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	219.00	Amerlibassoc Ecommerce - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	-152.00	Amzn Mktp Us - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	15.99	Amzn Mktp Us*1W8Cp9273 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	212.63	Amzn Mktp Us*2U8Ml1Fe2 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	3.63	Amzn Mktp Us*6O4Xx5413 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	6.29	Amzn Mktp Us*7S1Zs2Ef3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	15.03	Amzn Mktp Us*810Q56Tn3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	11.01	Amzn Mktp Us*862925Wa3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	11.26	Amzn Mktp Us*8G8D801X3 - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Library	389.99	Amzn Mktp Us*8Y8Or0Ke3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	29.99	Amzn Mktp Us*9C5Ok8Cu3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	81.99	Amzn Mktp Us*Bc6Qw7Vb3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	11.75	Amzn Mktp Us*Ep3Bp7Zb3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	14.03	Amzn Mktp Us*Hs4We62Z3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	27.95	Amzn Mktp Us*Ju3Ku30P3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	11.28	Amzn Mktp Us*Kt64M6T33 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	18.36	Amzn Mktp Us*N728U7S63 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	69.95	Amzn Mktp Us*Pw2Vi4Kf3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	132.17	Amzn Mktp Us*Q01Dd25K3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	7.07	Amzn Mktp Us*Qd7Q05073 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	45.01	Amzn Mktp Us*Ur95D1C43 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	23.91	Amzn Mktp Us*W35C97Z83 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	53.97	Barnes&Noble.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	17.33	Bloedorn Lumber Co- Bi - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	143.70	Brodart Supplies - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	1,629.38	Collaborative Summer Libr - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	60.82	Delivery.Comdickeysba - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	51.07	Demco Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	304.48	Demco Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	16.30	Facebk 939667Tjb2 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	17.99	Harbor Freight Tools 207 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	-189.74	Kb Commercial Products - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	56.90	Lci Paper Co., Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	119.96	Lowes #00907* - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	17.96	Michaels Stores 9916 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	9.99	Microsoft - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	24.96	Office Depot #450 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	45.00	Sq *Stompin Grounds - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	52.00	Sq *Yellowstone County Ne - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	52.00	Sq *Yellowstone County Ne - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	7.94	The Home Depot #3101 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	130.85	The Home Depot #3101 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	24.64	Thrift Books Global, Llc - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Library	15.49	Thrift Books Global, Llc - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	2.94	Wal-Mart #1956 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	8.77	Wm Supercenter #2923 - PCard
01/10/2022	ACH	U.S. Bank PCards	Library	669.00	Zeecreativeinc - PCard
01/10/2022	ACH	U.S. Bank PCards	P.W. Admin	217.93	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	P.W. Admin	217.04	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	P.W. Admin	228.03	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	P.W. Admin	449.52	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	P.W. Admin	13.72	Albertsons #0047 - PCard
01/10/2022	ACH	U.S. Bank PCards	P.W. Admin	179.00	B2B Prime*297Zh79M3 - PCard
01/10/2022	ACH	U.S. Bank PCards	P.W. Admin	11.49	Billingsgazettethriftynck - PCard
01/10/2022	ACH	U.S. Bank PCards	P.W. Admin	14.78	Conoco - Conomart Iv - PCard
01/10/2022	ACH	U.S. Bank PCards	P.W. Admin	602.00	Cpa Crossings Llc - PCard
01/10/2022	ACH	U.S. Bank PCards	P.W. Admin	40.00	Dollar Tree - PCard
01/10/2022	ACH	U.S. Bank PCards	P.W. Admin	168.45	Idu*Insight Public Sec - PCard
01/10/2022	ACH	U.S. Bank PCards	P.W. Admin	125.00	Pzg**Mt Dli Ebiz - PCard
01/10/2022	ACH	U.S. Bank PCards	P.W. Admin	130.00	Uberbrew - PCard
01/10/2022	ACH	U.S. Bank PCards	P.W. Admin	15.55	Zoom.Us 888-799-9666 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	143.34	0725 Ced - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	12.06	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	244.71	A & I Distributors - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	180.50	A & I Distributors - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	5.40	A And H Turf And Specialt - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	599.88	Adobe Creative Cloud - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	52.99	Adobe Creative Cloud - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	4.99	Albertsons #4041 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	893.95	American Swing Products, - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	89.44	Architectural Doors & Har - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	10.00	Batteries+Bulbs #0253 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	65.00	Bighorn Boots - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	21.63	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	134.60	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	9.98	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	11.15	Billings - Tacoma Screw P - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	4.09	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	248.95	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	63.92	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	50.89	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	376.88	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	14.00	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	28.88	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	63.08	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	55.67	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	9.22	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	25.40	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	8.52	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	228.96	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	54.00	Billings Construction Sup - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	55.97	Billings Hardware & Servi - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	85.80	Billings Hardware & Servi - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	3.59	Billings Hardware & Servi - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	11.58	Billings Hardware & Servi - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	5.99	Billings Hardware & Servi - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	425.00	Bobcat Of Big Sky Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	27.60	Border States Industries - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	137.91	Border States Industries - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	44.13	Cross Petroleum Service - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	115.50	Dt *Duluth Trading Co - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	36.00	Dxp Enterprises - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	15.28	Evergreen Ace Hardware - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	11.97	Evergreen Ace Hardware - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	44.99	Evergreen Ace Hardware - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	9.89	Evergreen Ace Hardware - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	449.00	Evergreen Ace Hardware - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	49.97	Evergreen Ace Hardware - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	31.01	Fastenal Company 01Mtbll - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	194.83	Fisher'S Technology - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	191.34	Grainger - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	30.13	Graybar Electric - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	513.20	Great Bear Native Plan - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	153.20	Great Bear Native Plan - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	466.50	Great Bear Native Plan - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	321.10	Great Bear Native Plan - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	1,460.85	Great Bear Native Plan - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	500.00	Great Bear Native Plan - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	15.50	Hanson Chemical - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	156.39	Hanson Chemical - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	178.76	Hanson Chemical - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	91.52	Harbor Freight Tools 207 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	71.94	Harbor Freight Tools 207 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	34.27	Heights Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	5.99	Heights Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	156.52	Hose & Rubber Supply - Bi - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	38.71	Hose & Rubber Supply - Bi - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	101.56	Interstate Battery Of The - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	282.00	Isa - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	282.00	Isa - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	19.98	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	142.89	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	35.96	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	18.83	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	36.99	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	26.99	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	2.29	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	11.68	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	24.99	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	17.99	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	31.06	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	41.95	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	49.99	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	11.98	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	135.98	Kings Ace Hdwe - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	11.98	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	30.58	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	159.76	Knife River 5601 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	64.90	Lithia Cjd Of Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	23.98	Lowes #00319* - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	199.00	Lowes #00319* - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	529.00	Lowes #00319* - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	-529.00	Lowes #00319* - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	24.98	Lowes #00319* - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	98.00	Lowes #00907* - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	369.77	Meadow Green Sales - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	254.36	Midland Implement Co - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	91.70	Midland Implement Co - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	562.14	Midland Implement Co - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	386.50	Midland Implement Co - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	1,361.48	Midland Implement Co - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	673.05	Midland Implement Co - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	13.45	Midland Implement Co - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	17.50	Midland Implement Co - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	1,283.43	Midland Implement Co - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	2,327.50	Montana Nursery & Landsca - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	43.80	Mt Mvd Credit Card Portal - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	79.37	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	23.26	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	131.41	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	25.71	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	14.98	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	175.49	Norco Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	20.78	Office Depot #450 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	851.79	Ratco Trailer And Hitch - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	46.00	Ratco Trailer And Hitch - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	150.00	Red Wing Shoes #998 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	93.20	Reliable Tent Awning Co - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	40.00	Scheels Billings - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	145.00	Scheels Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	169.95	Scheels Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	340.98	Sherrilltree - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	79.95	Sherrilltree - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	200.23	Sherwin Williams 703203 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	121.57	Sherwin Williams 703429 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	9.99	Shiptons Big R Heights - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	57.99	Shiptons Big R Heights - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	50.00	Shiptons Big R Heights - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	29.99	Shipton'S Big R-East - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	49.99	Shipton'S Big R-East - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	40.92	Shipton'S Big R-East - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	31.98	Shipton'S Big R-West - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	14.99	Shipton'S Big R-West - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	49.99	Shipton'S Big R-West - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	139.99	Shipton'S Big R-West - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	217.97	Shipton'S Big R-West - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	12.99	Shipton'S Big R-West - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	22.99	Shipton'S Big R-West - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	71.97	Shipton'S Big R-West - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	16.99	Shipton'S Big R-West - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	129.99	Shipton'S Big R-West - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	239.90	Snappyduds - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	65.88	Snappyduds - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	75.00	Snappyduds - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	66.92	Snappyduds - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	292.00	Snappyduds - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	178.84	Snappyduds - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	150.00	Society Of American Fore - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	15.00	Staley S Tire And Automot - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	20.94	The Home Depot #3101 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	120.35	The Home Depot #3101 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	27.98	The Home Depot #3101 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	5.98	The Home Depot #3101 - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	178.08	The Home Depot #3101 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	99.00	The Home Depot 3101 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	866.95	Tractor & Equipment - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	95.28	Tractor & Equipment - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	146.88	United Rentals #017777 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	119.82	Wal-Mart #4412 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	40.94	Wm Supercenter #1956 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	29.72	Yellowstone Polaris - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	15.40	Yellowstone Polaris - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	19.00	Yellowstone Valley Elect - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	14.99	Zoom.Us 888-799-9666 - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	117.00	Ztl*Zee Creative - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Dist 1	80.00	Ztl*Zee Creative - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Prgrms	159.00	International Bronze Plaq - PCard
01/10/2022	ACH	U.S. Bank PCards	Park Prgrms	65.20	Sq *Midwest Everlasting M - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	10.92	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	10.92	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	70.53	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	163.98	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	37.50	4Te*Fps/Mountain Alarm - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	75.00	4Te*Fps/Mountain Alarm - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	75.00	4Te*Fps/Mountain Alarm - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	450.00	Ace Electric - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	270.00	Ace Electric - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	497.79	Air Controls-Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	-103.20	Amzn Mktp Us - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	89.85	Amzn Mktp Us*C358W46J3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	15.98	Battery Systems Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	15.98	Battery Systems Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	15.97	Battery Systems Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	226.50	Billings Construction Sup - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	226.50	Billings Construction Sup - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	179.99	Boot Barn #83 - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	2.50	City Of Billings Parking - PCard

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01/10/2022	ACH	U.S. Bank PCards	Parking	2.50	City Of Billings Parking - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	65.21	Copy Right - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	138.61	Fedex 96411574 - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	8.31	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	56.40	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	8.30	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	56.40	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	8.31	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	56.40	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	392.00	In *Critelli Glass Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	203.14	Kb Commercial Products - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	203.14	Kb Commercial Products - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	203.14	Kb Commercial Products - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	21.99	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	14.99	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	14.99	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	5.98	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	19.50	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	20.97	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	15.64	Lowes #00319* - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	20.99	Office Depot #450 - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	135.00	Sq *Skyline Services, Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	105.00	Sq *Skyline Services, Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	400.00	Sq *Skyline Services, Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Parking	362.00	Zeecreativeinc - PCard
01/10/2022	ACH	U.S. Bank PCards	Parks Maint	4.24	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Parks Maint	30.88	Graybar Electric - PCard
01/10/2022	ACH	U.S. Bank PCards	Parks Maint	17.25	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Parks Maint	12.38	North Coast Electric - PCard
01/10/2022	ACH	U.S. Bank PCards	Parks Maint	264.57	Yellowstone Valley Elect - PCard
01/10/2022	ACH	U.S. Bank PCards	Parks Maint	19.45	Yellowstone Valley Elect - PCard
01/10/2022	ACH	U.S. Bank PCards	Parks Maint	20.12	Yellowstone Valley Elect - PCard
01/10/2022	ACH	U.S. Bank PCards	Parks Maint	61.22	Yellowstone Valley Elect - PCard
01/10/2022	ACH	U.S. Bank PCards	Parks Maint	165.43	Yellowstone Valley Elect - PCard

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01/10/2022	ACH	U.S. Bank PCards	Parks Maint	40.36	Yellowstone Valley Elect - PCard
01/10/2022	ACH	U.S. Bank PCards	PD Program	749.99	Amazon.Com*T03Jo6H03 - PCard
01/10/2022	ACH	U.S. Bank PCards	PD Program	32.46	Amzn Mktp Us*186578Yi3 - PCard
01/10/2022	ACH	U.S. Bank PCards	PD Program	565.00	Covert Track Group Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	PD Program	892.55	Creative Monograms Smb - PCard
01/10/2022	ACH	U.S. Bank PCards	PD Program	273.95	Creative Monograms Smb - PCard
01/10/2022	ACH	U.S. Bank PCards	PD Program	1,023.23	Ideal Blasting Supply - PCard
01/10/2022	ACH	U.S. Bank PCards	PD Program	2,250.00	Ideal Products Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	PD Program	999.98	North American Rescue Ll - PCard
01/10/2022	ACH	U.S. Bank PCards	PD Program	984.99	North American Rescue Ll - PCard
01/10/2022	ACH	U.S. Bank PCards	PD Program	682.00	Silver Threads - PCard
01/10/2022	ACH	U.S. Bank PCards	PD Program	68.95	Sp * Mtdfe.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	PD Program	91.00	Universal Awards - PCard
01/10/2022	ACH	U.S. Bank PCards	PD Program	414.00	Universal Awards - PCard
01/10/2022	ACH	U.S. Bank PCards	Phone System	6.99	Amzn Mktp Us*303Nr9By3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Planning	14.99	Adobe Acropro Subs - PCard
01/10/2022	ACH	U.S. Bank PCards	Planning	11.10	Amazon.Com*Bz3Z54If3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Planning	61.96	Amazon.Com*E86N95Uw3 Amzn - PCard
01/10/2022	ACH	U.S. Bank PCards	Planning	59.90	Amazon.Com*Vy7Ce0Ne3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Planning	23.99	Amzn Mktp Us*7F0M72Ch3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Planning	107.47	Amzn Mktp Us*7N4J63Xh3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Planning	35.99	Amzn Mktp Us*Gu75I48H3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Planning	23.99	Amzn Mktp Us*Pf67H0Uv3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Planning	74.90	Anc*Newspapers.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Planning	197.89	Dd Doordash Qdobamexi - PCard
01/10/2022	ACH	U.S. Bank PCards	Planning	167.63	Jimmy Johns - 1646 - E - PCard
01/10/2022	ACH	U.S. Bank PCards	Planning	65.00	Montana Association Of Pl - PCard
01/10/2022	ACH	U.S. Bank PCards	Planning	14.94	Samsclub.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	144.51	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	279.70	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	1,109.25	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	783.96	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	19.96	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	745.19	360 Office Solutions Inc - PCard

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01/10/2022	ACH	U.S. Bank PCards	Public Safety	45.05	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	36.48	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	25.58	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	169.55	4Te*Fps/Mountain Alarm - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	300.00	Aaliby Auto Repair Towin - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	179.88	Adobe Acropro Subs - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	179.88	Adobe Acropro Subs - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	41.91	Airgas Usa, Llc - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	27.72	Albertsons #0038 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	6.13	Albertsons #4025 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	-75.70	Amazon.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	-75.70	Amazon.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	-75.70	Amazon.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	-75.70	Amazon.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	-75.70	Amazon.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	-75.70	Amazon.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	-75.70	Amazon.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	-75.70	Amazon.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	639.99	Amazon.Com*4N4Gq7533 Amzn - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	19.83	Amazon.Com*Bm7Mj0Qb3 Amzn - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	47.51	Amazon.Com*Rd3D147L3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	16.14	Amzn Mktp Us*392Ta2K63 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	18.99	Amzn Mktp Us*5N3Uy8R83 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	535.60	Amzn Mktp Us*9N4A82Fy3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	192.32	Amzn Mktp Us*Eq22Y4O93 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	16.14	Amzn Mktp Us*O496U8Pd3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	16.98	Amzn Mktp Us*Oe0666S13 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	105.08	Amzn Mktp Us*Oe0666S13 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	50.09	Amzn Mktp Us*Sv0Tn5Wr3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	24.99	Amzn Mktp Us*Ui7Ol2Oh3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	89.95	Amzn Mktp Us*V51Yb0Yo3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	23.68	Amzn Mktp Us*Zb46U9Eh3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	12.58	Amzn Mktp Us*Zb46U9Eh3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	1,904.74	B&H Photo 800-606-6969 - PCard

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01/10/2022	ACH	U.S. Bank PCards	Public Safety	259.84	Benstoegerproshop Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	44.97	Best Buy 00005926 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	1,041.56	Best Friends Animal Hosp - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	19.99	Billingsgazettethriftynck - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	574.21	Campbell Pet Company - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	289.00	Cellebrite Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	27.96	Conoco - High Country Tra - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	119.40	Costco Whse #0069 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	84.00	Creative Monograms Smb - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	300.00	Creative Monograms Smb - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	-182.50	Crye Precision - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	30.00	Delta Air Baggage Fee - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	30.00	Delta Air Baggage Fee - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	30.00	Delta Air Baggage Fee - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	30.00	Delta Air Baggage Fee - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	30.00	Delta Air Baggage Fee - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	651.60	Dri*Crucial - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	91.17	Fargo Holiday Inn Expres - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	91.17	Fargo Holiday Inn Expres - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	91.17	Fargo Holiday Inn Expres - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	91.17	Fargo Holiday Inn Expres - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	91.17	Fargo Holiday Inn Expres - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	91.17	Fargo Holiday Inn Expres - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	48.46	Fedex 96048575 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	9.83	Fedex Offic16000016089 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	2,277.00	Fire Protection Pub - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	70.40	First Aid Supplies Onl - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	44.87	First Aid Supplies Onl - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	470.39	Fleet Farm 100 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	139.95	Grammarly Cofvgis9P - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	570.00	Grid Connect - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	143.77	Grubhubdickeysbarbecu - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	894.00	Gunarama Wholesale Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	125.00	Hansers Wrecker Company - PCard

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01/10/2022	ACH	U.S. Bank PCards	Public Safety	375.00	Hansers Wrecker Company - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	193.15	Hanson Chemical - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	176.12	Hanson Chemical - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	140.71	Hanson Chemical - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	29.95	Hanson Chemical - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	94.35	Hanson Chemical - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	295.66	Hanson Chemical - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	415.78	Hanson Chemical - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	82.00	Hanson Chemical - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	9.99	Harbor Freight Tools 207 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	49.00	I/O Solutions, Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	345.00	Iaai - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	549.04	In *Arrowhead Scientific - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	294.00	In *Arrowhead Scientific - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	234.00	In *M.A.R.S. - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	285.00	Int'L Assoc Of Fire Chie - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	80.00	Jimmy Johns - 2080 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	242.55	Kb Commercial Products - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	14.99	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	1,160.00	Life Assist Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	21.65	Little Caesars 1280 0001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	2,480.00	Ln Curtis - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	18.48	Lowes #00319* - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	120.58	Montana Club Of Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	197.53	Moore Lane Vh - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	55.00	National Academies Of Eme - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	1,346.00	National Band And Tag Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	599.98	Office Depot #1080 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	599.98	Office Depot #1080 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	-599.98	Office Depot #1080 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	37.86	Office Depot #450 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	107.90	O'Reilly Auto Parts 1551 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	449.81	Palace Hotel F/D - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	50.00	Paypal *Automaticca - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Public Safety	100.00	Paypal *Iape - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	229.10	Peavey Corp. - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	19.74	Perkins Restaurant 3696 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	4.31	Petro Fuel - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	90.18	Petro Fuel - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	94.54	Petro Fuel - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	92.45	Petro Fuel - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	214.13	Pilot 00006841 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	183.07	Pilot 00006841 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	208.41	Pilot 00006841 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	304.75	Pizza Hut #1720 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	894.60	Proforce Law Enforceme - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	50.00	Pzg**Mt Dli Ebiz - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	50.00	Pzg**Mt Dli Ebiz - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	50.00	Pzg**Mt Dli Ebiz - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	50.00	Pzg**Mt Dli Ebiz - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	50.00	Pzg**Mt Dli Ebiz - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	113.24	Residence Inn - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	113.24	Residence Inn - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	113.24	Residence Inn - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	42.75	Rockets Gourmet Wraps - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	68.00	Sambrownshields.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	32.70	Samsclub #4805 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	165.99	Sp * Iptm Publications - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	246.47	Spectrum - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	1,746.36	State Chemic*State Che - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	140.00	Ta #190 Rogers Mn - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	140.00	Ta #190 Rogers Mn - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	33.48	Ta #190 Rogers Mn - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	30.18	Ta #190 Rogers Mn - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	140.00	Ta #190 Rogers Mn - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	31.40	Ta #190 Rogers Mn - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	9.98	Target 00001719 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	122.41	Target 00001719 - PCard

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01/10/2022	ACH	U.S. Bank PCards	Public Safety	3.98	Target 00001719 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	39.99	Target 00001719 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	18.28	Target 00013334 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	25.50	Target 00013334 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	30.46	The Home Depot #3101 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	32.49	The Ups Store 2594 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	84.29	The Winbag Saloon - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	1,128.00	Tinys Tavern Inc 2 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	260.10	Tlo Transunion - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	17.95	Tst* City Brew Coffee - C - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	746.18	Uniforms2Gear - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	789.08	Uniforms2Gear - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	789.08	Uniforms2Gear - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	102.12	Uniforms2Gear - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	789.08	Uniforms2Gear - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	789.08	Uniforms2Gear - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	789.08	Uniforms2Gear - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	789.08	Uniforms2Gear - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	789.08	Uniforms2Gear - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	51.92	Ups*Billing Center - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	30.16	Ups*Billing Center - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	18.14	Ups*Billing Center - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	16.74	Ups*Billing Center - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	7.50	West End Lock And Secur - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	3.50	West End Lock And Secur - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	399.98	Wf Wayfair3664565287 - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	89.00	Winchell Landscaping In - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	926.30	Wpsg, Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	65.96	Www Costco Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	97.00	Www.Volgistics.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	65.11	Yellowstone Valley Co-Op - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	11.98	Your Pie Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Public Safety	99.84	Zoom.Us 888-799-9666 - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	2.00	00809 - Apcoa Billings - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	71.51	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	917.00	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	216.18	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	16.48	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	4.88	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	18.99	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	6.23	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	335.88	Aces Brand Imaging - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	17.88	Albertsons #0047 - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	54.68	Albertsons #1227 - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	215.77	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	590.95	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	357.86	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	199.77	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	199.77	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	549.99	Amzn Mktp Us*Dr8O05Fy3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	27.69	Amzn Mktp Us*Xx9E119N3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	39.90	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	37.50	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	53.76	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	128.50	Billings Construction Sup - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	9.60	City Of Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	48.62	Costco Whse #0069 - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	399.60	Fastenal Company 01Mtbll - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	361.11	Fastenal Company 01Mtbll - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	1,820.24	Fastenal Company 01Mtbll - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	141.42	Fisher'S Technology - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	14.84	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	318.44	Hose & Rubber Supply - Bi - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	36.58	Hose & Rubber Supply - Bi - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	550.00	In *Compliance Assurance - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	15.98	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	21.96	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	123.96	Kings Ace Hdwe - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	24.97	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	17.07	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	78.97	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	242.90	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	59.88	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	479.60	Lawson Products - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	210.58	Lawson Products - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	54.98	Lowes #00319* - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	-16.58	Motor Power Equipment Co - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	118.82	Motor Power Equipment Co - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	10.34	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	21.45	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	13.70	Norco Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	52.98	Office Depot #450 - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	120.00	Pacific Steel Branch #02 - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	61.98	Shipton'S Big R-East - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	11.97	Shipton'S Big R-West - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	59.98	Shipton'S Big R-West - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	36.54	Shipton'S Big R-West - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	159.90	Shipton'S Big R-West - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	10.44	Usps Po 2907800103 - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	60.00	Walmart.Com Aa - PCard
01/10/2022	ACH	U.S. Bank PCards	Solid Waste	15.55	Zoom.Us 888-799-9666 - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	212.42	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	-63.13	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	8.31	Ace Electronics - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	12.98	Albertsons #0630 - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	344.52	Amazon.Com*216Lg25W3 Amzn - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	206.64	Amazon.Com*3G50D4Um3 Amzn - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	89.78	Amazon.Com*Ou5Tw2Hy3 Amzn - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	191.98	Amzn Mktp Us*Iw63E5Yv3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	134.95	Amzn Mktp Us*Ww90O9433 - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	58.37	Awg 3575 - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	109.99	Best Buy 00005926 - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	32.99	Billings Hardware & Servi - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	98.97	Billings Hardware & Servi - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	1,282.61	Cascade Machinery - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	279.24	City Of Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	408.64	Edge Construction Supp - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	181.92	Edge Construction Supp - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	615.00	Ep *Altitude Signal, Llc - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	440.00	Ep *Altitude Signal, Llc - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	61.49	Fisher'S Technology - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	44.18	Frontier Fence - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	233.74	Galco Industrial Electro - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	605.76	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	83.89	Harbor Freight Tools 207 - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	62.97	Harbor Freight Tools 207 - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	425.00	International Municipa - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	85.51	John M Ellsworth Co Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	77.34	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	50.97	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	14.92	Lowes #00319* - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	18.50	Lowes #00319* - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	134.86	Lowes #00319* - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	78.96	Lowes #00319* - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	386.64	Mcmaster-Carr - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	38.53	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	82.72	Pacific Steel Branch #02 - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	71.35	The Home Depot #3101 - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	76.10	The Home Depot #3101 - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	78.88	The Home Depot #3101 - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	35.73	The Home Depot 3101 - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	202.12	The Home Depot 3101 - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	323.08	The Home Depot 3101 - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	208.28	The Home Depot 3101 - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	48.93	Wal-Mart #1956 - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	312.00	West End Lock And Secur - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	130.00	Western Ranch Supply - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	-20.00	Western Ranch Supply - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	125.00	Wwett Reg - PCard
01/10/2022	ACH	U.S. Bank PCards	Street/Traffic	155.93	Yellowstone Valley Elect - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	13.20	A & I Distributors - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	29.99	Adobe Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	131.55	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	90.50	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	83.87	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	402.10	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	135.90	Amazon.Com*Gd4Cr5Xe3 Amzn - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	111.98	Amazon.Com*Ob9Y22Ra3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	50.58	Amzn Mktp Us*0E4Q99323 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	45.98	Amzn Mktp Us*Bd3F31W53 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	38.99	Amzn Mktp Us*Ey7G00Kg3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	36.72	Awg 3575 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	20.54	Colburn Power - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	1,003.00	Creative Monograms Smb - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	15.89	Dkc*Digi Key Corp - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	88.96	Dkc*Digi Key Corp - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	604.94	Econo Print - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	26.16	Fisher'S Technology - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	23.74	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	328.00	In *Cotter'S Sewer, Septi - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	125.00	In *Downtown Billings Ass - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	180.00	In *Yellowstone County Co - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	494.78	Industrial Bolt & Supply - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	152.99	Industrial Bolt & Supply - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	192.45	Kimball Midwest Payeezy - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	31.25	Kimball Midwest Payeezy - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	25.69	Kimball Midwest Payeezy - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	55.74	Kimball Midwest Payeezy - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	19.36	Lowes #00319* - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	20.46	Lowes #00319* - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Transit	196.90	Lowes #00319* - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	54.95	Magic City Floral Online - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	22.70	Midland Implement Co - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	-19.99	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	-6.79	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	47.94	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	19.99	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	16.29	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	24.82	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	25.75	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	16.29	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	4.97	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	74.40	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	119.80	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	47.28	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	47.28	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	6.79	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	16.29	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	81.49	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	36.66	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	9.25	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	11.87	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	4.53	Napa Store 3547001 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	39.99	Nor*Northern Tool - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	78.17	Office Depot #2135 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	10.01	Power Products Holding C - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	166.60	Power Products Holding C - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	330.00	Power Steering Specialis - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	23.95	Power Steering Specialis - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	12.38	Samsclub #4805 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	125.00	Sq *Gated Solutions - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	13.98	Target 00013334 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	13.03	Ups (800) 811-1648 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	30.03	Vistapr*Vistaprint.Com - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Transit	61.91	Wal-Mart #1956 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	93.98	Wal-Mart #1956 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	13.48	Wal-Mart #1956 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	9.61	Wal-Mart #1956 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	40.98	Walmart.Com Aa - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	399.00	West Networks Llc - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	12.13	West Networks Llc - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	9.94	Wm Supercenter #1956 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	21.61	Wm Supercenter #1956 - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	21.12	Yellowstone County Treas - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	706.00	Yellowstone Electric Comp - PCard
01/10/2022	ACH	U.S. Bank PCards	Transit	15.55	Zoom.Us 888-799-9666 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	28.46	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	34.75	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	52.50	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	141.28	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	59.77	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	81.69	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	24.91	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	83.96	A And H Turf And Specialt - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	45.00	Ace Electric - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	14.99	Adobe Acropro Subs - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	683.41	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	390.65	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	128.72	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	582.89	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	807.83	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	37.21	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	108.98	Amazon.Com*6N8Iq6Nn3 Amzn - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	203.08	Amazon.Com*F61Be60A3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	141.42	Amazon.Com*Gq7U365Z3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	-27.99	Amzn Mktp Us Amzn.Com/Bil - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	60.80	Amzn Mktp Us*201K13Jr3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	34.00	Amzn Mktp Us*9X4458Zs3 - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Wastewater	35.99	Amzn Mktp Us*Ck3Yt6Y63 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	111.96	Amzn Mktp Us*Fe0Cs3Sz3 Am - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	119.96	Amzn Mktp Us*Qj54M7Cq3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	18.74	Amzn Mktp Us*U24692Zu3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	74.22	Anixter/Clark/Tri-Ed - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	93.75	Armstrong Pest Control - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	146.00	B&H Photo 800-606-6969 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	77.06	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	8.41	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	360.79	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	32.40	Billings Hardware & Servi - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	-29.60	Billings Hardware & Servi - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	39.59	Billings Hardware & Servi - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	99.41	City Of Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	50.85	City Of Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	869.94	City Of Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	32.74	City Of Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	44.56	Costco Whse #0069 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	2.68	Costco Whse #0069 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	6.00	Edge Construction Supp - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	10.78	Evergreen Ace Hardware - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	228.65	Farstad Oil - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	3.90	Fastenal Company 01Mtbll - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	149.94	Firemaster - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	66.00	General Shale-Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	80.98	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	104.37	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	615.07	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	39.80	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	18.20	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	176.62	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	119.77	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	557.06	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	1,812.72	Grainger - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Wastewater	17.67	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	450.08	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	433.23	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	-342.96	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	8.25	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	16.73	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	33.48	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	639.95	Hach Company - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	206.79	Hanson Chemical - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	64.99	Heights Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	64.24	Hose & Rubber Supply - Bi - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	113.28	Hose & Rubber Supply - Bi - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	1,821.69	Interstate Power Syste - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	43.90	Johnstone Supply - Billin - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	3.30	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	7.20	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	1.79	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	309.92	Lubrication Engineers Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	127.75	Mcmaster-Carr - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	1,550.89	Mcmaster-Carr - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	437.54	Mcmaster-Carr - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	93.49	Mcmaster-Carr - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	147.00	Metroquip Meridian 010101 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	63.62	Midland Scientific Inc - - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	204.09	Midland Scientific Inc - - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	222.57	Midland Scientific Inc - - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	355.95	Midland Scientific Inc - - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	130.60	Midland Scientific Inc - - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	28.66	Midland Scientific Inc - - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	51.01	Midland Scientific Inc - - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	55.99	Monoprice, Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	102.48	Napa Store 3547007 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	53.99	Napa Store 3547007 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	227.61	Norco Inc - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Wastewater	1,000.00	Norpac Sheet Metal, Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	172.36	Office Depot #1080 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	536.12	Office Depot #2135 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	94.68	Office Depot #2135 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	124.95	O'Reilly Auto Parts 1549 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	-49.99	O'Reilly Auto Parts 1549 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	1,430.12	Pacific Steel Branch #02 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	215.00	Pacific Steel Branch #02 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	363.54	Platt Electric 148 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	435.63	Platt Electric 800 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	1,745.49	Platt Electric 800 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	2,310.49	Platt Electric 800 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	70.72	Platt Electric 800 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	70.72	Platt Electric 800 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	622.85	Pp*Genuinemark - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	23.75	Precision Plumbing And He - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	2,817.50	Provantage - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	1,415.42	Provantage - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	450.74	Purvis Industries 68 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	775.34	Rsd - Billings#57 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	727.89	Salsbury Industries - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	136.19	Sherwin Williams 703203 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	76.24	Tacoma Screw Products Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	24.14	Tacoma Screw Products Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	86.74	The Home Depot 3101 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	139.48	The Home Depot 3101 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	-14.68	Tractor & Equipment - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	478.80	Tractor-Supply-Co #0303 - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	29.06	Walmart.Com Aa - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	133.50	Walmart.Com Aa - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	578.04	Www.Superbrightleds.Co - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	902.59	Www.Superbrightleds.Co - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	539.89	Www.Superbrightleds.Co - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	2,139.36	Www.Superbrightleds.Co - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Wastewater	2,231.47	Www.Superbrightleds.Co - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	182.17	Www.Superbrightleds.Co - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	202.31	Yellowstone Valley Elect - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	227.11	Yellowstone Valley Elect - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	1,461.59	Yellowstone Valley Elect - PCard
01/10/2022	ACH	U.S. Bank PCards	Wastewater	19.00	Yellowstone Valley Elect - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	371.68	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	74.73	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	89.65	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	242.95	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	157.50	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	104.25	360 Office Solutions Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	125.94	A And H Turf And Specialt - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	29.00	Aaim - Services - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	135.00	Ace Electric - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	390.65	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	386.18	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	505.35	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	874.33	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	111.64	Alsco Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	108.98	Amazon.Com*6N8Iq6Nn3 Amzn - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	145.07	Amazon.Com*Be3C26Gs3 Amzn - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	203.09	Amazon.Com*F61Be60A3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	141.43	Amazon.Com*Gq7U365Z3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	987.08	Amazon.Com*Tv5Lk7Y93 Amzn - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	-27.99	Amzn Mktp Us Amzn.Com/Bil - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	91.19	Amzn Mktp Us*201K13Jr3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	34.00	Amzn Mktp Us*9X4458Zs3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	35.99	Amzn Mktp Us*Ck3Yt6Y63 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	111.96	Amzn Mktp Us*Fe0Cs3Sz3 Am - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	119.96	Amzn Mktp Us*Qj54M7Cq3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	56.24	Amzn Mktp Us*U24692Zu3 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	74.23	Anixter/Clark/Tri-Ed - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	281.25	Armstrong Pest Control - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Water	363.20	Awg 3575 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	146.00	B&H Photo 800-606-6969 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	79.99	Best Buy 00005926 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	29.99	Best Buy 00005926 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	59.99	Bestbuycom806541246974 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	279.99	Bestbuycom806541246974 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	699.98	Bestbuycom806541246974 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	107.05	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	111.98	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	8.42	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	3.51	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	110.69	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	18.24	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	108.69	Billings - Tacoma Screw P - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	59.38	Billings Hardware & Servi - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	48.59	Billings Hardware & Servi - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	-44.40	Billings Hardware & Servi - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	9.17	Bloedorn Lumber Co- Bi - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	150.86	Border States Industries - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	42.24	Border States Industries - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	38.59	City Of Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	127.11	City Of Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	76.27	City Of Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	98.23	City Of Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	66.83	Costco Whse #0069 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	4.01	Costco Whse #0069 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	99.00	Dxp Enterprises - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	19.58	Econo Print - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	9.00	Edge Construction Supp - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	293.43	Environmental Resource - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	35.77	Evergreen Ace Hardware - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	16.16	Evergreen Ace Hardware - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	35.94	Evergreen Ace Hardware - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	35.95	Evergreen Ace Hardware - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Water	5.86	Fastenal Company 01Mtbll - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	99.90	Fedex 96246761 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	113.28	Fei, Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	57.00	Firemaster - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	42.89	Fisher'S Technology - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	253.95	Ge Analytical Instrument - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	1,507.95	Ge Analytical Instrument - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	104.37	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	176.62	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	39.80	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	60.06	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	80.99	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	249.00	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	433.23	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	79.85	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	104.60	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	615.07	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	8.25	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	17.67	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	557.06	Grainger - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	92.99	Hach Company - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	584.34	Hach Company - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	524.85	Hach Company - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	768.00	Hach Company - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	59.99	Harbor Freight Tools 207 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	46.98	Heights Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	64.98	Heights Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	53.91	Homedepot.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	59.94	Homedepot.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	34.41	Homedepot.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	59.55	Homedepot.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	147.44	Hose & Rubber Supply - Bi - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	96.36	Hose & Rubber Supply - Bi - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	169.92	Hose & Rubber Supply - Bi - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Water	11.45	Hose & Rubber Supply - Bi - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	182.80	Hose & Rubber Supply - Bi - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	345.34	Hose & Rubber Supply - Bi - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	28.00	In *Cotter'S Sewer, Septi - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	397.39	In *Cyclone Manufacturing - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	1,055.04	Industrialsafety.Com - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	4.94	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	11.98	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	12.99	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	11.69	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	14.34	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	30.15	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	649.00	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	24.29	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	71.99	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	11.98	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	21.56	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	10.79	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	99.85	Kings Ace Hdwe - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	57.52	Lowes #00319* - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	56.00	Monoprice, Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	51.88	Motion Industries Mt01 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	1,099.62	Motion Industries Mt01 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	527.50	Motion Industries Office - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	209.15	Norco Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	304.85	North Coast Electric - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	151.70	North Coast Electric - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	289.21	Northwest Scientific Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	264.10	Northwest Scientific Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	105.15	Northwest Scientific Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	95.70	Northwest Scientific Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	866.31	Nw Pump & Equip Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	485.31	Nw Pump & Equip Billings - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	26.51	Office Depot #1078 - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Water	10.35	Office Depot #1080 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	519.98	Office Depot #1080 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	360.49	Office Depot #1080 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	94.69	Office Depot #2135 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	128.98	Office Depot #450 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	47.84	Online Labels, Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	55.23	Pacific Steel Branch #02 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	294.23	Platt Electric 800 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	153.93	Platt Electric 800 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	698.10	Platt Electric 800 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	492.78	Platt Electric 800 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	71.25	Precision Plumbing And He - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	217.53	Pzg**Mt Dept Of Ag Onl - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	26.73	Ratco Trailer And Hitch - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	727.89	Salsbury Industries - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	126.36	Samsclub #4805 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	196.60	Sherwin Williams 703203 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	42.82	Sherwin Williams 703203 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	109.22	Sherwin Williams 703203 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	5.49	Shipton'S Big R-West - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	125.00	Sq *Gated Solutions - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	649.00	Sq *Gated Solutions - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	118.40	Sq *Sealital, Inc. - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	76.25	Tacoma Screw Products Inc - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	139.49	The Home Depot 3101 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	86.48	The Home Depot 3101 - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	-22.02	Tractor & Equipment - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	522.50	Tsz Traffic Safety Zone (- PCard
01/10/2022	ACH	U.S. Bank PCards	Water	7.50	Universal Awards - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	641.38	Valin Corporation - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	2,471.39	Www.Superbrightleds.Co - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	130.38	Www.Superbrightleds.Co - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	1,854.37	Yellowstone Valley Elect - PCard
01/10/2022	ACH	U.S. Bank PCards	Water	25.74	Yellowstone Valley Elect - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
01/10/2022	ACH	U.S. Bank PCards	Water	15.55	Zoom.Us 888-799-9666 - PCard
01/10/2022	849118	Warren Transport	Park Dist 1	74,690.55	Poly Vista Park improvement (tax is taken out)
01/10/2022	849123	World Book	Library	3,447.15	1631905 Online E-library

City Council Regular

Date:	02/14/2022
Title:	Payment of Claims for week of January 17, 2022
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 $1,791,890.82 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 01172022

Check Date	Check#	Name	Fund name	Amount	Item Desc
01/18/2022	849131	123 N. Broadway	Tax Incrmnt N27	$ 196,771.00	123 N 28th Mitchell Tracy Partnership TIF Grant
01/18/2022	ACH	A & I Distributors	Airport	$ 627.05	Invoice #3728504. Anti Freeze and DEF
01/18/2022	ACH	A & I Distributors	Fleet	$ 931.65	36734036 PO NUM 313278
01/18/2022	ACH	A & I Distributors	Fleet	$ 1,507.22	36734036 PO NUM 313278
01/18/2022	ACH	A & I Distributors	Fleet	$ (348.17)	3720580 PO NUM 313278
01/18/2022	ACH	A & I Distributors	Fleet	$ 663.54	3721623 PO NUM 313278
01/18/2022	ACH	A & I Distributors	Fleet	$ 7,858.94	3722539 PO NUM 313278
01/18/2022	ACH	A & I Distributors	Fleet	$ 1,100.46	3725682 PO NUM 313278
01/18/2022	ACH	A & I Distributors	Fleet	$ 4,578.56	3731152 PO NUM 313278
01/18/2022	ACH	A & I Distributors	Public Safety	$ 170.42	3721622
01/18/2022	ACH	A & I Distributors	Public Safety	$ 52.53	3731152
01/18/2022	ACH	A & I Distributors	Public Safety	$ 93.50	FIRE 6: DEF 55 Gallon DRUM
01/18/2022	ACH	A & I Distributors	Public Safety	$ 937.50	FIRE 6: Wheeled cart, hose, nozzle, pump for 55gal drums
01/18/2022	ACH	A & I Distributors	Public Safety	$ 93.50	FIRE 7 DEF (55 gallons) delivered
01/18/2022	ACH	A & I Distributors	Solid Waste	$ 53.25	3731152
01/18/2022	ACH	A & I Distributors	Solid Waste	$ 561.00	330 gal DEF tote. Collections.
01/18/2022	ACH	A & I Distributors	Solid Waste	$ 561.00	330 gal DEF Tote. Landfill.
01/18/2022	ACH	A & I Distributors	Solid Waste	$ 561.00	330 gal DEF tote. Landfill.
01/18/2022	ACH	A & I Distributors	Street/Traffic	$ 52.53	3731152
01/18/2022	ACH	A & I Distributors	Transit	$ 1,122.00	3721772 PO NUM 313278. 2640 Qts. DEF
01/18/2022	ACH	A & I Distributors	Water	$ 222.90	WATER PARTS AND SUPPLIES PO NUM 313420
01/18/2022	ACH	A & I Distributors	Water	$ 221.22	WATER PARTS AND SUPPLIES PO NUM 313421
01/18/2022	ACH	A & I Distributors	Water	$ 97.15	WATER PARTS AND SUPPLIES PO NUM 313556
01/18/2022	ACH	A & I Distributors	Water	$ 873.24	WATER PARTS AND SUPPLIES PO NUM 313571
01/18/2022	849142	AssetWorks LLC	Fleet	$ 9,355.00	AssetWorks Fleet management software
01/18/2022	849142	AssetWorks LLC	Fleet	$ 102.50	AssetWorks Fleet management software
01/18/2022	849142	AssetWorks LLC	Fleet	$ 922.50	AssetWorks Fleet Management software
01/18/2022	849146	Bcs Scrip	City Ins Fund	$ 27,000.00	Wellness Incentive 4th Quarter
01/18/2022	849150	Billings Depot	Engineering	$ 14,564.43	February Depot Rent
01/18/2022	849154	Brenntag Pacific	Wastewater	$ 12,325.00	Chemicals
01/18/2022	849154	Brenntag Pacific	Wastewater	$ 5,048.45	Chemicals
01/18/2022	849154	Brenntag Pacific	Wastewater	$ 5,220.95	Chemicals
01/18/2022	849156	Burns & McDonnell Eng	Water	$ 23,743.20	WO 19-42 West End Water Treatment Plant Project
01/18/2022	849157	Business Tax Section	Airport	$ 374.89	Electrical Vehicle Charging Stations

Check Date	Check#	Name	Fund name	Amount	Item Desc
01/18/2022	849157	Business Tax Section	Arterial Str	$ 99.99	Rimrock to Virginia Traffic Improvements
01/18/2022	849157	Business Tax Section	Arterial Str	$ 46.65	Signal Conduit Update
01/18/2022	849157	Business Tax Section	Gas Tax	$ 154.73	Bike Boulevard-Avenue D
01/18/2022	849157	Business Tax Section	SID Const	$ 2,741.91	SID 1417 Elysian Rd
01/18/2022	849157	Business Tax Section	SID Const	$ -	SID 1417 Elysian Road
01/18/2022	849157	Business Tax Section	Solid Waste	$ 500.00	WO 17-12 Landfill Reconfiguration
01/18/2022	849168	Creative Monograms	Building	$ 282.00	logowear - Harriet Battiste
01/18/2022	849168	Creative Monograms	Solid Waste	$ 1,224.00	Cold Weather Gear
01/18/2022	849168	Creative Monograms	Solid Waste	$ 2,171.00	Cold Weather Gear
01/18/2022	849168	Creative Monograms	Street/Traffic	$ 2,988.00	Cold Weather Gear
01/18/2022	849168	Creative Monograms	Wastewater	$ 1,129.20	Cold Weather Gear
01/18/2022	849168	Creative Monograms	Wastewater	$ 219.00	Cold Weather Gear
01/18/2022	849168	Creative Monograms	Wastewater	$ 211.00	Cold Weather Gear
01/18/2022	849168	Creative Monograms	Wastewater	$ 1,584.00	Cold Weather Gear
01/18/2022	849168	Creative Monograms	Water	$ 1,693.80	Cold Weather Gear
01/18/2022	849168	Creative Monograms	Water	$ 634.50	Cold Weather Gear
01/18/2022	849168	Creative Monograms	Water	$ 504.00	Cold Weather Gear
01/18/2022	849168	Creative Monograms	Water	$ 664.00	Cold Weather Gear Meters
01/18/2022	849170	Dana Safety Supply	Public Safety	$ 1,422.62	757745
01/18/2022	849170	Dana Safety Supply	Public Safety	$ 1,169.00	757746
01/18/2022	849170	Dana Safety Supply	Public Safety	$ 1,169.00	757748
01/18/2022	849170	Dana Safety Supply	Public Safety	$ 1,169.00	757750
01/18/2022	849171	Denny Menholt Frontier	Property Ins	$ 5,924.23	BPD Car 1430 P 2021-226
01/18/2022	849171	Denny Menholt Frontier	Property Ins	$ 5,947.72	BPD Car 1477 P 2021-229
01/18/2022	849172	DXP Enterprises	Wastewater	$ 3,600.88	Replacement Filters
01/18/2022	849172	DXP Enterprises	Water	$ 2,400.58	Replacement Filters
01/18/2022	849173	Eastern Oregon Comm	Wastewater	$ 1,782.00	High speed radios for cameras and heavy data
01/18/2022	849173	Eastern Oregon Comm	Water	$ 1,782.00	High speed radios for cameras and heavy data
01/18/2022	849177	Elcon Corporation	Arterial Str	$ 9,899.61	Rimrock to Virginia Traffic Improvements
01/18/2022	849177	Elcon Corporation	Arterial Str	$ 4,618.05	Signal Conduit Update
01/18/2022	849181	First MT Title Co	CDBG	$ 10,000.00	FTHB Marcela Merrifield 2907 Harvard Avenue
01/18/2022	849182	Fisher's Technology	Solid Waste	$ 2,963.80	Printers for Landfill.
01/18/2022	849183	Gated Solutions	Water	$ 9,556.00	Emergency Replacement Gate #2
01/18/2022	849183	Gated Solutions	Water	$ 3,500.00	Gate replacement

Check Date	Check#	Name	Fund name	Amount	Item Desc
01/18/2022	849184	Gaynor's Auto Body	Property Ins	$ 2,290.18	BPD Car 1518 P2021-238
01/18/2022	849184	Gaynor's Auto Body	Property Ins	$ 2,867.90	Park #1609 P2021-215
01/18/2022	849185	Go Play Golf	Storm Sewer	$ 2,968.98	Stormwater Improvements and maintenance Agreement
01/18/2022	849187	Harris Systems USA	Planning	$ 2,000.00	CitySuite Custom Project -Planning Statement
01/18/2022	849187	Harris Systems USA	Planning	$ 1,000.00	CitySuite Custom Project -Planning Statement
01/18/2022	849187	Harris Systems USA	Planning	$ 230.00	CitySuite Custom Project -Planning Statement
01/18/2022	849188	HDR	Engineering	$ 2,278.97	WO 20-33 Public Works GIS Services
01/18/2022	849188	HDR	Light Maint	$ 438.26	WO 20-33 Public Works GIS Services
01/18/2022	849188	HDR	P.W. Admin	$ 4,032.00	WO 20-33 Public Works GIS Services
01/18/2022	849188	HDR	Solid Waste	$ 1,928.36	WO 20-33 Public Works GIS Services
01/18/2022	849188	HDR	Storm Sewer	$ 5,127.66	WO 20-33 Public Works GIS Services
01/18/2022	849188	HDR	Street/Traffic	$ 4,601.75	WO 20-33 Public Works GIS Services
01/18/2022	849188	HDR	Wastewater	$ 23,321.31	WO 19-21 WRF Influent Lift Station
01/18/2022	849188	HDR	Wastewater	$ 6,004.20	WO 20-33 Public Works GIS Services
01/18/2022	849188	HDR	Wastewater	$ 7,589.55	WO 20-44 WRF Nutrient Recovery Improvements Project
01/18/2022	849188	HDR	Water	$ 76,299.45	WO 19-12 West End Reservoir
01/18/2022	849188	HDR	Water	$ 19,415.03	WO 20-33 Public Works GIS Services
01/18/2022	849189	High Point Network	IT Resources	$ 49,862.25	Palo Alto Cortex XDR annual renewal 1/25/2022-1/25/2023
01/18/2022	849189	High Point Network	IT Resources	$ 27,217.69	renew our Palo Also Firewall & Cortex Data Lake log storage
01/18/2022	849191	Iaff	Payroll Clearing	$ 4,841.78	Payroll Summary
01/18/2022	849192	Idexx Distribution	Wastewater	$ 255.61	Sample Bottles
01/18/2022	849192	Idexx Distribution	Water	$ 3,706.36	WTP Bacteria Supplies
01/18/2022	849193	InfoSend	P.W. Admin	$ 3,022.12	December processing
01/18/2022	849193	InfoSend	P.W. Admin	$ 13,592.22	December processing
01/18/2022	849193	InfoSend	P.W. Admin	$ 4,028.08	Sept Services
01/18/2022	849193	InfoSend	P.W. Admin	$ 13,603.94	Sept Services
01/18/2022	849197	Invoice Cloud	Building	$ 195.79	For Service Period of 12/01/2021 through 12/31/2021
01/18/2022	849197	Invoice Cloud	City Ins Fund	$ 170.44	For Service Period of 12/01/2021 through 12/31/2021
01/18/2022	849197	Invoice Cloud	Engineering	$ 30.11	For Service Period of 12/01/2021 through 12/31/2021
01/18/2022	849197	Invoice Cloud	Parking	$ 427.23	For Service Period of 12/01/2021 through 12/31/2021
01/18/2022	849197	Invoice Cloud	Solid Waste	$ 10,736.65	For Service Period of 12/01/2021 through 12/31/2021
01/18/2022	849197	Invoice Cloud	Wastewater	$ 11,742.31	For Service Period of 12/01/2021 through 12/31/2021
01/18/2022	849197	Invoice Cloud	Water	$ 13,796.84	For Service Period of 12/01/2021 through 12/31/2021
01/18/2022	849200	Jane Waggoner Deschner	Library	$ 2,406.25	7/2021-1/2022 Design and editing

Check Date	Check#	Name	Fund name	Amount	Item Desc
01/18/2022	849200	Jane Waggoner Deschner	Library	$ 507.50	7/2021-1/2022 Print and digital ads
01/18/2022	849205	KB Commercial	Airport	$ 15,700.00	Chariot 3 IScrub 26 Hard Floor Riding Scrubber
01/18/2022	849205	KB Commercial	Facilities	$ 157.59	janitorial supplies
01/18/2022	849207	Knife River	SID Const	$ -	SID 1417 Elysian Road
01/18/2022	849207	Knife River	SID Const	$ 271,448.74	SID 1417 Elysian Road
01/18/2022	849207	Knife River	Street/Traffic	$ 12,479.53	winter sand/salt material
01/18/2022	849207	Knife River	Wastewater	$ 355.96	5,000 tons 3/4'' Road Material & 300 tons MC-250 Cold Mix AC
01/18/2022	849207	Knife River	Water	$ 533.94	5,000 tons 3/4'' Road Material & 300 tons MC-250 Cold Mix AC
01/20/2022	849292	Knine All Systems	Facilities	$ 9,700.91	Access Control Upgrade
01/20/2022	849292	Knine All Systems	Facilities	$ 30,593.78	Access Control Upgrade
01/18/2022	849220	Mccain Traffic Supply	Street/Traffic	$ 9,665.00	signal backplates/visors/balls per attached quote
01/18/2022	849225	Montana CSED	Payroll Clearing	$ 3,159.48	Payroll Summary
01/18/2022	849226	MT Dakota Utilities	General	$ 225.73	112 138 9381 8
01/18/2022	849226	MT Dakota Utilities	General	$ 342.61	703 760 1000 8
01/18/2022	849226	MT Dakota Utilities	General	$ 70.19	879 660 1000 8
01/18/2022	849226	MT Dakota Utilities	General	$ 845.83	902 360 1000 6
01/18/2022	849226	MT Dakota Utilities	Public Safety	$ 1,079.20	307 111 5825 0
01/18/2022	849226	MT Dakota Utilities	Public Safety	$ 661.29	672 860 1000 3
01/18/2022	849226	MT Dakota Utilities	Public Safety	$ 2,731.21	819 360 1000 8
01/18/2022	849226	MT Dakota Utilities	Public Safety	$ 25.91	930 442 2308 4
01/18/2022	849226	MT Dakota Utilities	Water	$ 366.28	162 660 1000 4
01/18/2022	849227	MT Dept Of Admin	General	$ 3,000.00	FY21 ACFR State Filing Fee
01/18/2022	849228	MFPE	Payroll Clearing	$ 2,783.75	Payroll Summary
01/18/2022	849229	Montana Lines Inc	Gas Tax	$ 15,318.27	Bike Boulevard-Avenue D
01/18/2022	849231	MT Seals & Packing	Wastewater	$ 2,811.00	Packing gland for TSP's 1-2-3
01/18/2022	849232	MT State Firemen	Payroll Clearing	$ 4,432.32	Payroll Summary
01/18/2022	849233	Morrison Maierle	Airport	$ 1,050.00	Amendment #35. Electrical Vehicle Charging Stations - Design
01/18/2022	849233	Morrison Maierle	Airport	$ 9,199.69	Amendment #9 Kitchen Schematic Design - Eligible for Reimbursement
01/18/2022	849233	Morrison Maierle	Airport	$ 1,022.19	Amendment #9 Kitchen Schematic Design - Eligible Local Costs
01/18/2022	849233	Morrison Maierle	Airport	$ 864.76	Amendment #9 Kitchen Schematic Design - Ineligible Costs
01/18/2022	849233	Morrison Maierle	Wastewater	$ 10,839.50	WO 20-01 Water/Sewer Replacement Project
01/18/2022	849233	Morrison Maierle	Wastewater	$ 7,281.75	WO 20-01 Water/Sewer Replacement Project
01/18/2022	849233	Morrison Maierle	Wastewater	$ 13,255.56	WO 22-10 Alkali Creek Water and Sewer Extension, Consultant Agreement
01/18/2022	849233	Morrison Maierle	Wastewater	$ 28,406.48	WO 22-10 Alkali Creek Water and Sewer Extension, Consultant Agreement

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01/18/2022	849233	Morrison Maierle	Water	$ 2,876.58	WO 21-01 Water/Sewer Replacement Project Pioneer Park
01/18/2022	849233	Morrison Maierle	Water	$ 26,336.45	WO 21-01 Water/Sewer Replacement Project Pioneer Park
01/18/2022	849233	Morrison Maierle	Water	$ 16,201.24	WO 22-10 Alkali Creek Water and Sewer Extension, Consultant Agreement
01/18/2022	849233	Morrison Maierle	Water	$ 34,719.03	WO 22-10 Alkali Creek Water and Sewer Extension, Consultant Agreement
01/18/2022	849234	MPPA	Payroll Clearing	$ 3,908.80	Payroll Summary
01/18/2022	849235	MT Waterworks	Wastewater	$ 158.40	T bolts for MJ packs
01/18/2022	849235	MT Waterworks	Water	$ 57.60	1" X 2" BRASS NIPPLE
01/18/2022	849235	MT Waterworks	Water	$ 104.78	1-1/4" X 1" COMPRESSION COUPLING CTS (H15403)
01/18/2022	849235	MT Waterworks	Water	$ 4,200.00	16" HYMAX COUPLING - 17.10-19.20 (86056043416P) P/N: 86056043416P
01/18/2022	849235	MT Waterworks	Water	$ 1,275.00	16" HYMAX COUPLING - 17.10-19.20 (86056043416P) P/N: 86056043416P
01/18/2022	849235	MT Waterworks	Water	$ 732.94	2" BALL CORP STOP CTS - COMPRESSION # 2113312 (B25008 2113312)
01/18/2022	849235	MT Waterworks	Water	$ 233.00	3/4" COMP X MIP ADAPTOR CTS-NL
01/18/2022	849235	MT Waterworks	Water	$ 67.53	3/4" COUPLING CTS X FLARE
01/18/2022	849235	MT Waterworks	Water	$ 112.55	3/4" COUPLING CTS X FLARE
01/18/2022	849235	MT Waterworks	Water	$ 7,074.75	6' 6" FIRE HYDRANT - PUSH ON
01/18/2022	849235	MT Waterworks	Water	$ 859.72	6" X 20" CI FC CLAMP - F1-724 X 20 X SH
01/18/2022	849235	MT Waterworks	Water	$ 1,297.88	8" HYMAX COUPLING - 8.54-9.84 (86054021716)
01/18/2022	849235	MT Waterworks	Water	$ 1,903.00	8" X 15" CI-FC REPAIR CLAMP - F1-939 X 15-SH
01/18/2022	849235	MT Waterworks	Water	$ 70.30	CLOUD WHITE MARKING PAINT
01/18/2022	849235	MT Waterworks	Water	$ 18.50	CLOUD WHITE MARKING PAINT
01/18/2022	849235	MT Waterworks	Water	$ 28.50	RED MARKING PAINT # 3611 - (3611)
01/18/2022	849235	MT Waterworks	Water	$ 14.25	RED MARKING PAINT # 3611 - (3611) P/N: 111-090-00320
01/18/2022	849236	Napa Auto Parts	Engineering	$ 172.63	354948
01/18/2022	849236	Napa Auto Parts	Engineering	$ 11.84	357212
01/18/2022	849236	Napa Auto Parts	Engineering	$ 8.88	357306
01/18/2022	849236	Napa Auto Parts	Fleet	$ 20.00	356245
01/18/2022	849236	Napa Auto Parts	Fleet	$ 685.00	356575
01/18/2022	849236	Napa Auto Parts	Fleet	$ 55.13	356762
01/18/2022	849236	Napa Auto Parts	Fleet	$ 330.78	356835
01/18/2022	849236	Napa Auto Parts	Fleet	$ 17.76	354981 PO NUM 313733
01/18/2022	849236	Napa Auto Parts	Fleet	$ 20.78	355102 PO NUM 313733
01/18/2022	849236	Napa Auto Parts	Fleet	$ 20.78	355106 PO NUM 313733
01/18/2022	849236	Napa Auto Parts	Fleet	$ 19.68	355390 PO NUM 313733
01/18/2022	849236	Napa Auto Parts	Fleet	$ 9.80	355390 PO NUM 313733

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01/18/2022	849236	Napa Auto Parts	Fleet	$ 9.63	355394 PO NUM 313733
01/18/2022	849236	Napa Auto Parts	Fleet	$ 46.44	356778 PO NUM 313733
01/18/2022	849236	Napa Auto Parts	Fleet	$ 39.80	357055 PO NUM 313733
01/18/2022	849236	Napa Auto Parts	General	$ 2.96	354945
01/18/2022	849236	Napa Auto Parts	General	$ 94.22	355105
01/18/2022	849236	Napa Auto Parts	General	$ 4.44	356818
01/18/2022	849236	Napa Auto Parts	General	$ 8.96	357355
01/18/2022	849236	Napa Auto Parts	Public Safety	$ 96.97	355494
01/18/2022	849236	Napa Auto Parts	Public Safety	$ 7.42	355555
01/18/2022	849236	Napa Auto Parts	Public Safety	$ 119.20	356027
01/18/2022	849236	Napa Auto Parts	Public Safety	$ 183.79	356219
01/18/2022	849236	Napa Auto Parts	Public Safety	$ 26.23	356239
01/18/2022	849236	Napa Auto Parts	Public Safety	$ 25.16	356338
01/18/2022	849236	Napa Auto Parts	Public Safety	$ 81.13	356341
01/18/2022	849236	Napa Auto Parts	Public Safety	$ 15.92	356561
01/18/2022	849236	Napa Auto Parts	Public Safety	$ 31.15	356674
01/18/2022	849236	Napa Auto Parts	Public Safety	$ 187.99	356980
01/18/2022	849236	Napa Auto Parts	Solid Waste	$ 25.16	356338
01/18/2022	849236	Napa Auto Parts	Street/Traffic	$ 19.77	355380
01/18/2022	849236	Napa Auto Parts	Street/Traffic	$ 142.59	355383
01/18/2022	849236	Napa Auto Parts	Street/Traffic	$ 25.90	356106
01/18/2022	849236	Napa Auto Parts	Street/Traffic	$ 25.16	356338
01/18/2022	849236	Napa Auto Parts	Street/Traffic	$ 14.50	356369
01/18/2022	849236	Napa Auto Parts	Street/Traffic	$ 18.25	356480
01/18/2022	849236	Napa Auto Parts	Street/Traffic	$ 11.14	356502
01/18/2022	849236	Napa Auto Parts	Water	$ 59.19	356413
01/18/2022	849236	Napa Auto Parts	Water	$ 76.20	356557
01/18/2022	849236	Napa Auto Parts	Water	$ 81.13	356625
01/18/2022	849236	Napa Auto Parts	Water	$ (76.20)	356786
01/18/2022	849240	North Coast Electric	Street/Traffic	$ 59.00	variable bit for signals
01/18/2022	849240	North Coast Electric	Street/Traffic	$ 8,756.40	S011262911.009 PO NUM 313771
01/18/2022	849242	NorthWestern Energy	Airport	$ 12.61	0712534-7. Entrance to Gate3 16. December 2021
01/18/2022	849242	NorthWestern Energy	Airport	$ 24.29	0712791-3. Gate 16. December 2021
01/18/2022	849242	NorthWestern Energy	Airport	$ 44.10	0712795-4. Gate 17. December 2021

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01/18/2022	849242	NorthWestern Energy	Airport	$ 25.69	0712797-0. Gate 9. December 2021
01/18/2022	849242	NorthWestern Energy	Airport	$ 6.11	0712805-1. IP-10. December 2021
01/18/2022	849242	NorthWestern Energy	Airport	$ 8.08	0712813-5. Burn Pit. December 2021
01/18/2022	849242	NorthWestern Energy	Airport	$ 25.69	0719759-3. Gate 12. December 2021
01/18/2022	849242	NorthWestern Energy	Airport	$ 68.19	0719760-1. Gate 14. December 2021
01/18/2022	849242	NorthWestern Energy	Airport	$ 31.41	0719761-9. Gate 15. December 2021
01/18/2022	849242	NorthWestern Energy	Airport	$ 34.53	0719762-7. Gate 13. December 2021
01/18/2022	849242	NorthWestern Energy	Airport	$ 29.86	0720296-3. Gate 29. December 2021
01/18/2022	849242	NorthWestern Energy	Airport	$ 30.02	2114868-9. Runway Weather System. December 2021
01/18/2022	849242	NorthWestern Energy	Building	$ 26.48	1569631-3
01/18/2022	849242	NorthWestern Energy	Engineering	$ 785.57	11/11/21 to 12/13/21
01/18/2022	849242	NorthWestern Energy	Facilities	$ 6.00	3866815-8
01/18/2022	849242	NorthWestern Energy	General	$ 149.97	0712538-8
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 1,084.59	SILMD 10 Acct# 0712546-1
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 2,024.77	SILMD 100 Acct# 0712559-4
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 1,713.13	SILMD 107 Acct# 0712560-2
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 4,296.46	SILMD 109 Acct# 0712561-0
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 201.67	SILMD 113 Acct# 0712562-8
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 924.57	SILMD 114 Acct# 0712563-6
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 217.54	SILMD 115 Acct# 0712564-4
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 571.05	SILMD 116 Acct# 0712565-1
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 3,106.55	SILMD 117 Acct# 0712566-9
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 199.16	SILMD 118 Acct# 0712567-7
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 121.29	SILMD 119 Acct# 0712568-5
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 2,447.34	SILMD 121 Acct# 0712570-1
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 183.46	SILMD 122 Acct# 0712571-9
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 326.31	SILMD 123 Acct# 0712572-7
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 951.75	SILMD 124 Acct# 0712573-5
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 380.68	SILMD 125 Acct# 0712574-3
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 190.35	SILMD 126 Acct# 0712575-0
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 687.98	SILMD 127 Acct# 0712576-8
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 481.59	SILMD 128 Acct# 0712577-6
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 326.31	SILMD 129 Acct# 0712578-4
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 4,572.01	SILMD 13 Acct# 0721276-4

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01/18/2022	849243	NorthWestern Energy	Light Maint	$ 116.57	SILMD 130 Acct# 0712579-2
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 842.97	SILMD 131 Acct# 0712580-0
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 216.47	SILMD 133 Acct# 0712581-8
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 499.56	SILMD 134 Acct# 0712582-6
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 504.51	SILMD 135 Acct# 0712583-4
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 462.27	SILMD 136 Acct# 0712584-2
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 363.37	SILMD 137 Acct# 0712585-9
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 734.20	SILMD 138 Acct# 0712586-7
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 244.74	SILMD 139 Acct# 0712587-5
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 2,255.34	SILMD 14 Acct# 0721277-2
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 571.05	SILMD 143 Acct# 0712588-3
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 27.17	SILMD 144 Acct# 0712589-1
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 458.65	SILMD 145 Acct# 0712590-9
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 353.49	SILMD 146 Acct# 0712591-7
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 429.25	SILMD 147 Acct# 0712592-5
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 1,525.47	SILMD 149 Acct# 0712593-3
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 733.85	SILMD 150 Acct# 0712594-1
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 625.42	SILMD 151 Acct# 0712595-8
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 4,220.73	SILMD 152 Acct# 0712596-6
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 527.44	SILMD 153 Acct# 0712597-4
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 1,192.51	SILMD 154 Acct# 0712598-2
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 489.46	SILMD 155 Acct# 0712599-0
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 894.37	SILMD 157 Acct# 0712600-6
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 788.57	SILMD 158 Acct# 0712601-4
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 947.18	SILMD 159 Acct# 0712602-2
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 707.02	SILMD 160 Acct# 0712603-0
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 1,031.98	SILMD 161 Acct# 0712604-8
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 46.29	SILMD 162 Acct# 0712605-5
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 763.20	SILMD 163 Acct# 0712606-3
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 366.92	SILMD 164 Acct# 0712607-1
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 870.17	SILMD 165 Acct# 0712608-9
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 229.35	SILMD 167 Acct# 0712609-7
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 1,128.46	SILMD 17 Acct# 0712553-7
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 550.38	SILMD 171 Acct# 0712610-5

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01/18/2022	849243	NorthWestern Energy	Light Maint	$ 499.58	SILMD 172 Acct# 0712611-3
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 1,146.63	SILMD 173 Acct# 0712612-1
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 963.17	SILMD 174 Acct# 0712613-9
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 321.04	SILMD 175 Acct# 0712614-7
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 33.06	SILMD 176 Acct# 0712615-4
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 252.26	SILMD 178 Acct# 0712616-2
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 504.51	SILMD 179 Acct# 0712617-0
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 98.48	SILMD 18 Acct# 0712554-5
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 343.99	SILMD 180 Acct# 0712618-8
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 1,658.75	SILMD 181 Acct# 0712619-6
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 573.33	SILMD 182 Acct# 0712620-4
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 1,146.64	SILMD 183 Acct# 0712621-2
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 366.92	SILMD 184 Acct# 0712622-0
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 137.60	SILMD 185 Acct# 0712623-8
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 680.56	SILMD 186 Acct# 0712624-6
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 229.35	SILMD 187 Acct# 0712625-3
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 275.19	SILMD 188 Acct# 0712626-1
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 229.35	SILMD 189 Acct# 0712627-9
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 1,192.51	SILMD 190 Acct# 0712628-7
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 409.30	SILMD 191 Acct# 0712629-5
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 298.11	SILMD 192 Acct# 0712630-3
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 733.85	SILMD 193 Acct# 0712631-1
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 298.49	SILMD 194 Acct# 0712632-9
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 238.79	SILMD 195 Acct# 0712633-7
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 76.27	SILMD 196 Acct# 0712634-5
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 76.27	SILMD 197 Acct# 0712635-2
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 114.66	SILMD 198 Acct# 0712636-0
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 105.82	SILMD 200 Acct# 0712637-8
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 481.59	SILMD 201 Acct# 0712638-6
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 633.93	SILMD 202 Acct# 0712639-4
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 20.35	SILMD 203 Acct# 0712640-2
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 453.51	SILMD 204 Acct# 0712641-0
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 26.46	SILMD 205 Acct# 0712642-8
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 321.04	SILMD 206 Acct# 0712643-6

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01/18/2022	849243	NorthWestern Energy	Light Maint	$ 366.92	SILMD 207 Acct# 0712644-4
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 280.27	SILMD 208 Acct# 0712645-1
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 527.44	SILMD 209 Acct# 0712646-9
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 91.53	SILMD 210 Acct# 0712647-7
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 50.86	SILMD 211 Acct# 0712648-5
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 50.86	SILMD 212 Acct# 0712649-3
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 30.52	SILMD 213 Acct# 0712650-1
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 370.16	SILMD 214 Acct# 0712651-9
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 137.60	SILMD 216 Acct# 0712652-7
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 387.72	SILMD 217 Acct# 0712653-5
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 265.23	SILMD 220 Acct# 0712654-3
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 6.61	SILMD 221 Acct# 0712655-0
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 80.64	SILMD 222 Acct# 0712656-8
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 122.05	SILMD 223 Acct# 0712657-6
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 1,400.85	SILMD 224 Acct# 0712658-4
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 441.09	SILMD 225 Acct# 0712659-2
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 232.62	SILMD 226 Acct# 0712660-0
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 748.66	SILMD 227 Acct# 0712661-8
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 788.57	SILMD 228 Acct# 0712662-6
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 407.89	SILMD 229 Acct# 0712663-4
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 951.76	SILMD 230 Acct# 0712664-2
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 571.05	SILMD 231 Acct# 0712665-9
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 2,474.53	SILMD 232 Acct# 0712666-7
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 980.58	SILMD 233 Acct# 0712667-5
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 504.01	SILMD 234 Acct# 0712668-3
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 563.71	SILMD 235 Acct# 0712669-1
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 179.10	SILMD 236 Acct# 0712670-9
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 389.86	SILMD 237 Acct# 0712671-7
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 13.22	SILMD 238 Acct# 0712672-5
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 91.74	SILMD 239 Acct# 0712673-3
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 429.83	SILMD 240 Acct# 0712674-1
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 572.06	SILMD 241 Acct# 0712675-8
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 81.58	SILMD 242 Acct# 0712676-6
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 108.78	SILMD 244 Acct# 0712677-4

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01/18/2022	849243	NorthWestern Energy	Light Maint	$ 72.49	SILMD 245 Acct# 0712678-2
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 326.31	SILMD 246 Acct# 0712679-0
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 961.86	SILMD 247 Acct# 0712680-8
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 2,692.08	SILMD 249 Acct# 0718734-7
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 214.90	SILMD 250 Acct# 0719001-0
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 3,812.16	SILMD 251 Acct# 0718801-4
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 543.85	SILMD 252 Acct# 0719162-0
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 1,788.51	SILMD 253 Acct# 0719644-7
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 161.27	SILMD 254 Acct# 0719763-5
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 180.37	SILMD 255 Acct# 0720813-5
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 958.98	SILMD 257 Acct# 0720360-7
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 2,567.45	SILMD 258 Acct# 0720606-3
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 1,507.13	SILMD 259 Acct# 0720810-1
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 489.46	SILMD 261 Acct# 0720705-3
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 3,042.25	SILMD 262 Acct# 0720937-2
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 1,039.71	SILMD 263 Acct# 0720716-0
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 175.93	SILMD 264 Acct# 0721427-3
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 356.99	SILMD 265 Acct# 0721556-9
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 63.34	SILMD 266 Acct# 0721684-9
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 469.39	SILMD 270 Acct# 0906944-4
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 939.36	SILMD 271 Acct# 0995095-7
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 2,785.59	SILMD 272 Acct# 0905005-5
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 202.14	SILMD 273 Acct# 0926386-4
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 511.59	SILMD 276 Acct# 0961926-3
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 839.05	SILMD 277 Acct# 1058710-3
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 226.84	SILMD 278 Acct# 1087619-1
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 58.33	SILMD 279 Acct# 1124127-0
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 713.94	SILMD 280 Acct# 1045653-1
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 478.77	SILMD 283 Acct# 1172743-5
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 320.92	SILMD 285 Acct# 1206985-2
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 240.48	SILMD 286 Acct# 1296582-8
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 1,826.95	SILMD 288 Acct# 1303978-9
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 239.59	SILMD 289 Acct# 1685375-6
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 192.31	SILMD 290 Acct# 1433921-2

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01/18/2022	849243	NorthWestern Energy	Light Maint	$ 598.23	SILMD 292 Acct# 1481532-8
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 229.35	SILMD 293 Acct# 1481534-4
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 458.65	SILMD 294 Acct# 1481535-1
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 108.78	SILMD 295 Acct# 1481536-9
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 1,215.45	SILMD 296 Acct# 1481537-7
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 206.40	SILMD 297 Acct# 1481539-3
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 183.46	SILMD 298 Acct# 1481540-1
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 402.39	SILMD 300 Acct# 1662840-6
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 5,330.95	SILMD 301 Acct# 1687005-7
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 321.49	SILMD 302 Acct# 1607534-3
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 1,324.36	SILMD 305 Acct# 1695873-8
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 222.99	SILMD 306 Acct# 1740353-6
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 3,537.69	SILMD 307 Acct# 2049005-8
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 267.19	SILMD 308 Acct# 2072459-7
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 477.06	SILMD 309 Acct# 2001311-6
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 328.93	SILMD 310 Acct# 2060519-2
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 344.76	SILMD 311 Acct# 3014475-2
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 325.72	SILMD 312 Acct# 3146127-0
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 523.54	SILMD 315 Acct# 3305804-1
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 1,194.80	SILMD 316 Acct# 3291842-7
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 128.74	SILMD 317 Acct# 3253826-6
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 797.12	SILMD 318 Acct# 3372018-6
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 58.67	SILMD 320 Acct# 0712569-3
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 657.04	SILMD 321 Acct# 3338917-2
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 100.38	SILMD 322 Acct# 3402033-9
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 1,039.26	SILMD 323 Acct# 3597170-4
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 399.36	SILMD 324 Acct# 1246537-3
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 312.26	SILMD 325 Acct# 3587598-8
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 135.70	SILMD 326 Acct# 3840455-4
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 183.46	SILMD 327 Acct# 3810801-5
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 817.27	SILMD 328 Acct# 3894879-0
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 156.13	SILMD 329 Acct# 3939032-3
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 198.19	SILMD 330 Acct# 3930354-0
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 378.08	SILMD 8 Acct# 0712544-6

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01/18/2022	849243	NorthWestern Energy	Light Maint	$ 350.77	SILMD 9 Acct# 0712545-3
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 513.03	SILMD 95 Acct# 0712556-0
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 9,567.00	SILMD 97 Acct# 0712557-8
01/18/2022	849243	NorthWestern Energy	Light Maint	$ 1,079.14	SILMD 99 Acct# 0712558-6
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 6.11	0722253-2
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 8.37	0722258-1
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 12.61	0722259-9
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 8.64	0722272-2
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 218.12	0722273-0
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 8.74	0722274-8
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 84.41	0722275-5
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 29.32	0722278-9
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 12.61	0722279-7
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 6.11	0722280-5
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 6.11	0722281-3
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 6.11	0722283-9
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 6.11	0722284-7
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 12.61	0722808-3
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 9.11	0722852-1
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 8.37	0722862-0
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 87.17	0722901-6
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 6.51	0722976-8
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 361.13	0722995-8
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 77.78	0723005-5
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 6.11	0723025-3
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ -	0723039-4
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 6.00	0723046-9
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 14.56	0723049-3
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 18.67	0723064-2
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 18.67	0723065-9
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 4.14	0723391-9
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 138.51	0723884-3
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 18.67	0723887-6
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 24.15	0813489-2

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01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 11.97	0978917-3	
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 40.76	0999807-1	
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 15.04	1160780-1	
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 6.00	1588262-4	
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 8.64	1849408-8	
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 26.02	1904944-4	
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 36.10	1941243-6	
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 6.00	3178260-0	
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 14.56	3241436-9	
01/18/2022	849242	NorthWestern Energy	Park Dist 1	$ 542.13	3771457-3	
01/18/2022	849242	NorthWestern Energy	Parking	$ 30.89	3835890-9	
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 5.75	0722272-2	
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 6.11	0723384-4	
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 7.97	0723385-1	
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 7.97	0723386-9	
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 7.97	0723388-5	
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 2.76	0723391-9	
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 0.74	0723392-7	
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 7.03	0723393-5	
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 6.11	0723394-3	
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 6.11	0723395-0	
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 6.11	0723396-8	
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 6.11	0723397-6	
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 6.11	0723398-4	
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 6.11	0723835-5	
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 8.37	0723836-3	
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 6.27	0723840-5	
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 6.16	0723879-3	
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 6.79	0723883-5	
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 0.84	0723885-0	
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 6.90	0881455-0	
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 0.49	1045813-1	
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 1.10	1265177-4	
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ -	1513796-1	

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01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 37.84	1513800-1
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 10.42	1513802-7
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 8.72	1513804-3
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 7.03	1514388-6
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 1.10	1948667-9
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 1.24	2041362-1
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 5.29	2055817-7
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ -	3707234-5
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ -	3707235-2
01/18/2022	849242	NorthWestern Energy	Parks Maint	$ 0.60	3707236-0
01/18/2022	849242	NorthWestern Energy	Public Safety	$ 16.37	0712532-1
01/18/2022	849242	NorthWestern Energy	Public Safety	$ 346.81	0720817-6
01/18/2022	849242	NorthWestern Energy	Public Safety	$ 1,218.17	1183483-5
01/18/2022	849242	NorthWestern Energy	Street/Traffic	$ 6.37	0855404-0
01/18/2022	849242	NorthWestern Energy	Street/Traffic	$ 40.48	1045820-6
01/18/2022	849242	NorthWestern Energy	Street/Traffic	$ 6.90	2047000-1
01/18/2022	849242	NorthWestern Energy	Street/Traffic	$ 7.56	2047007-6
01/18/2022	849242	NorthWestern Energy	Street/Traffic	$ 6.90	2047010-0
01/18/2022	849242	NorthWestern Energy	Street/Traffic	$ 7.30	2047013-4
01/18/2022	849242	NorthWestern Energy	Street/Traffic	$ 7.30	2047017-5
01/18/2022	849242	NorthWestern Energy	Street/Traffic	$ 6.79	2047019-1
01/18/2022	849242	NorthWestern Energy	Street/Traffic	$ 0.74	3590004-2
01/18/2022	849242	NorthWestern Energy	Street/Traffic	$ 71.21	3648861-7
01/18/2022	849243	NorthWestern Energy	Street/Traffic	$ 13,980.52	Signal Bills
01/18/2022	849242	NorthWestern Energy	Transit	$ 2,459.66	0100473-8. Monad Road. January 2022
01/18/2022	849242	NorthWestern Energy	Transit	$ 492.71	0719225-5
01/18/2022	849242	NorthWestern Energy	Wastewater	$ 199.81	389 62nd St Lift
01/18/2022	849242	NorthWestern Energy	Water	$ 6.51	1867265-9
01/18/2022	849242	NorthWestern Energy	Water	$ 2,823.04	5809 Canyon Woods Dr - Zone 4
01/18/2022	849242	NorthWestern Energy	Water	$ 6.00	63 1/2 Charlene St
01/18/2022	849249	Public Utilities	Airport	$ 7,553.30	136516
01/18/2022	849249	Public Utilities	Facilities	$ 510.31	158260
01/18/2022	849251	PW-Administration	Water	$ 14,630.00	PW Engineering Permits - WSRP
01/18/2022	849251	PW-Administration	Water	$ 2,350.00	PWU Engineering Permits - Watermain Repair

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01/18/2022	849253	Qal-Tek Associates	Fire Grants	$ 270.00	881-0028, EX MODEL, EXPLUS REGULATOR, HOSE
01/18/2022	849253	Qal-Tek Associates	Fire Grants	$ 3,050.00	911-FC000-51 SENSIT GOLD G2 (LEL) SINGLE GAS, PPM MONITOR
01/18/2022	849253	Qal-Tek Associates	Fire Grants	$ -	990-00000-08, HARD CASE SHIP KIT
01/18/2022	849253	Qal-Tek Associates	Fire Grants	$ 35.00	SHIPPING & HANDLING
01/18/2022	849255	Rexel USA Inc	Wastewater	$ 4,389.73	F15KV safety switch tool
01/18/2022	849255	Rexel USA Inc	Water	$ 4,389.73	F15KV safety switch tool
01/18/2022	849257	Rimrock Foundation	Court Grants	$ 2,160.00	21 Dec. Rimrock Ancillary
01/18/2022	849257	Rimrock Foundation	Court Grants	$ 4,973.30	21 Dec. Rimrock No ins., co-pays, deduct.
01/18/2022	849257	Rimrock Foundation	Court Grants	$ 1,074.55	21 Dec. Rimrock Other Services
01/18/2022	849260	Rocky Mt Compost	Park Dist 1	$ 6,240.00	playground chips for amend, copper ridge, rimrock west
01/18/2022	849260	Rocky Mt Compost	Parks Maint	$ 3,120.00	playground chips for amend, copper ridge, rimrock west
01/18/2022	849260	Rocky Mt Compost	Parks Maint	$ 3,120.00	playground chips for amend, copper ridge, rimrock west
01/18/2022	849265	Solid Waste Systems	Solid Waste	$ 2,996.84	138714
01/18/2022	849265	Solid Waste Systems	Solid Waste	$ 73.45	138715
01/18/2022	849265	Solid Waste Systems	Street/Traffic	$ 1,397.11	138521
01/18/2022	849267	St V Occupational	Airport	$ 95.00	Drug testing, DOT Physicals, Hep B, Nurse Visits
01/18/2022	849267	St V Occupational	Airport	$ 145.00	Drug testing, DOT Physicals, Hep B, Nurse Visits
01/18/2022	849267	St V Occupational	City Ins Fund	$ 350.00	Drug testing, DOT Physicals, Hep B, Nurse Visits
01/18/2022	849267	St V Occupational	City Ins Fund	$ 675.00	Drug testing, DOT Physicals, Hep B, Nurse Visits
01/18/2022	849267	St V Occupational	Fleet	$ 95.00	Drug testing, DOT Physicals, Hep B, Nurse Visits
01/18/2022	849267	St V Occupational	General	$ 2,230.00	Drug testing, DOT Physicals, Hep B, Nurse Visits
01/18/2022	849267	St V Occupational	Public Safety	$ 475.00	Drug testing, DOT Physicals, Hep B, Nurse Visits
01/18/2022	849267	St V Occupational	Public Safety	$ 360.00	Drug testing, DOT Physicals, Hep B, Nurse Visits
01/18/2022	849267	St V Occupational	Public Safety	$ 890.00	Drug testing, DOT Physicals, Hep B, Nurse Visits
01/18/2022	849267	St V Occupational	Solid Waste	$ 335.00	Drug testing, DOT Physicals, Hep B, Nurse Visits
01/18/2022	849267	St V Occupational	Solid Waste	$ 95.00	Drug testing, DOT Physicals, Hep B, Nurse Visits
01/18/2022	849267	St V Occupational	Street/Traffic	$ 95.00	Drug testing, DOT Physicals, Hep B, Nurse Visits
01/18/2022	849267	St V Occupational	Transit	$ 380.00	Drug testing, DOT Physicals, Hep B, Nurse Visits
01/18/2022	849267	St V Occupational	Wastewater	$ 154.00	Drug testing, DOT Physicals, Hep B, Nurse Visits
01/18/2022	849267	St V Occupational	Water	$ 231.00	Drug testing, DOT Physicals, Hep B, Nurse Visits
01/18/2022	849270	Swank Enterprises	Solid Waste	$ 49,500.01	WO 17-12 Landfill Reconfiguration
01/18/2022	849273	TC Sales & Service	Water	$ 1,039.86	COUPLING ROD 862959 - MODEL NETZSCH ND70A
01/18/2022	849273	TC Sales & Service	Water	$ 70.00	GASKET 171-112-2 BUNA
01/18/2022	849273	TC Sales & Service	Water	$ 2,246.10	GEAR JOINT INTERNAL NE60 - ST #685745

Check Date	Check#	Name	Fund name	Amount	Item Desc
01/18/2022	849273	TC Sales & Service	Water	$ 53.12	GEAR JOINT KEY NE60 B6-4- - 14 # 470034
01/18/2022	849273	TC Sales & Service	Water	$ 344.00	GEAR JOINT SEAL NE60/70 S - M VI # 875978
01/18/2022	849273	TC Sales & Service	Water	$ 1,624.00	GEAR JOINT SHELL # 880284
01/18/2022	849273	TC Sales & Service	Water	$ 574.00	HEAD RING NE60 1.4571 - # 850752
01/18/2022	849273	TC Sales & Service	Water	$ 38.58	NUT HEX M20 W/TAPPED HOLE FOR SET SCREW
01/18/2022	849273	TC Sales & Service	Water	$ 35.22	O-RING 125-4 NB70 D3770 - 516401
01/18/2022	849273	TC Sales & Service	Water	$ 70.00	O-RING 71-3 NB D3770
01/18/2022	849273	TC Sales & Service	Water	$ 43.60	PLUG DRAIN GEAR JOINT A4 - M8 X 1.25
01/18/2022	849273	TC Sales & Service	Water	$ 2,349.58	ROTOR # NDB4964884 - MODEL NETZSCH ND70A
01/18/2022	849273	TC Sales & Service	Water	$ 123.36	SCREW SOCKET HEAD CLAMP - M5 X 10 D912 A4 316SS
01/18/2022	849273	TC Sales & Service	Water	$ 14.80	SCREW SOCKET HEAD SET POINTED M5X6 DP14 45H
01/18/2022	849273	TC Sales & Service	Water	$ 1,102.70	STATOR # NDB003793
01/18/2022	849273	TC Sales & Service	Water	$ 38.58	WASHER/DISK 502152
01/18/2022	849274	The Salvation Army	CDBG	$ 8,795.76	CDBG-CV Grant / Mobile Meals Project
01/18/2022	849275	Titan Machinery	Street/Traffic	$ 278.70	16411338
01/18/2022	849275	Titan Machinery	Wastewater	$ 410.30	16426312
01/18/2022	849275	Titan Machinery	Wastewater	$ 2,077.78	16457652
01/18/2022	849276	Town & Co Supply Assoc	Airport	$ 8,578.98	Invoice #423834. Diesel for Operations
01/18/2022	849276	Town & Co Supply Assoc	Fleet	$ 20,724.33	425401 PO NUM 313737
01/18/2022	849276	Town & Co Supply Assoc	Public Safety	$ 472.86	425203 FIRE 5: #2 DYED DIESEL DELIVERED 1/6/2021
01/18/2022	849276	Town & Co Supply Assoc	Public Safety	$ 671.68	425204 FIRE 3: #2 DYED DIESEL DELIVERED 1/6/2021
01/18/2022	849276	Town & Co Supply Assoc	Public Safety	$ 875.86	425205 FIRE 1: #2 DYED DIESEL DELIVERED 1/6/2021
01/18/2022	849276	Town & Co Supply Assoc	Public Safety	$ 531.24	425205 FIRE 1: UNLEADED DELIVERED 1/6/2021
01/18/2022	849276	Town & Co Supply Assoc	Public Safety	$ 537.34	425206 FIRE 6: #2 DYED DIESEL DELIVERED 1/6/2021
01/18/2022	849276	Town & Co Supply Assoc	Transit	$ 14,885.40	420081 PO NUM 313776. 6000 Gal Dyed #2
01/18/2022	849276	Town & Co Supply Assoc	Transit	$ 17,166.09	425407 PO NUM 313776. 2998 Gal Dyed #2 and 3002 Gal Dyed #1
01/18/2022	849277	Tractor & Equipment	Fleet	$ 7,710.00	B3145401 PO NUM 313732
01/18/2022	849277	Tractor & Equipment	Park Dist 1	$ 1,196.65	blowout sprinklers air compressor - 13244601
01/18/2022	849277	Tractor & Equipment	Park Dist 1	$ 555.40	blowout sprinklers air compressor - 13244602
01/18/2022	849277	Tractor & Equipment	Park Dist 1	$ 2,063.03	blowout sprinklers air compressor - 13244901
01/18/2022	849277	Tractor & Equipment	Park Dist 1	$ 817.90	blowout sprinklers air compressor - 13244902
01/18/2022	849277	Tractor & Equipment	Park Dist 1	$ 2,160.53	blowout sprinklers air compressor - 13245001
01/18/2022	849277	Tractor & Equipment	Park Dist 1	$ 97.50	blowout sprinklers air compressor - 13245002
01/18/2022	849277	Tractor & Equipment	Solid Waste	$ 459.60	BLW00213101

Check Date	Check#	Name	Fund name	Amount	Item Desc
01/18/2022	849277	Tractor & Equipment	Solid Waste	$ 1,204.13	BLW00213692
01/18/2022	849277	Tractor & Equipment	Street/Traffic	$ 870.90	BLW00212387
01/18/2022	849277	Tractor & Equipment	Street/Traffic	$ 105.46	mirror for unit 1206
01/18/2022	849277	Tractor & Equipment	Street/Traffic	$ 41.60	door seal for unit 1205
01/18/2022	849277	Tractor & Equipment	Wastewater	$ 120.34	NONSTOCKING ITEMS-P.U.D.
01/18/2022	849277	Tractor & Equipment	Water	$ 55.31	NONSTOCKING ITEMS-P.U.D.
01/18/2022	849279	Tru Pipe	Storm Sewer	$ 4,000.00	transfer of storm videos
01/18/2022	849284	Vaisala	Airport	$ 4,540.00	2022 Annual Runway Pavement Monitoring System
01/18/2022	849285	Verizon Wireless	Airport	$ 51.66	Airport
01/18/2022	849285	Verizon Wireless	Engineering	$ 136.60	PW-Engineering
01/18/2022	849285	Verizon Wireless	Fleet	$ 114.41	Motor Pool
01/18/2022	849285	Verizon Wireless	General	$ 100.49	City Administrator
01/18/2022	849285	Verizon Wireless	General	$ 47.77	Tina Hoeger Laptop
01/18/2022	849285	Verizon Wireless	Park Dist 1	$ 56.97	PRPL-PARKS
01/18/2022	849285	Verizon Wireless	Parking	$ 27.32	Parking
01/18/2022	849285	Verizon Wireless	Parking	$ 54.25	PRKING Enforcement (Parking)
01/18/2022	849285	Verizon Wireless	PD Program	$ 405.80	CCSIU Cell/PTT
01/18/2022	849285	Verizon Wireless	PD Program	$ 54.64	CCSIU MDT
01/18/2022	849285	Verizon Wireless	PD Program	$ 80.02	CCSIU RAVEN
01/18/2022	849285	Verizon Wireless	Public Safety	$ 481.53	MDT Toughbooks
01/18/2022	849285	Verizon Wireless	Public Safety	$ 40.63	Police
01/18/2022	849285	Verizon Wireless	Public Safety	$ 80.02	Police iPads
01/18/2022	849285	Verizon Wireless	Public Safety	$ 40.01	Police MiFi
01/18/2022	849285	Verizon Wireless	Public Safety	$ 41.58	Police
01/18/2022	849285	Verizon Wireless	Solid Waste	$ 27.32	PW Dozer Trimble Dozer
01/18/2022	849285	Verizon Wireless	Solid Waste	$ 109.28	PW-Solid Waste
01/18/2022	849285	Verizon Wireless	Solid Waste	$ 207.35	PW-SW-ON CALL Solid Waste On Call
01/18/2022	849285	Verizon Wireless	Solid Waste	$ 80.56	PW-SW-ON CALL Solid Waste On Call
01/18/2022	849285	Verizon Wireless	Solid Waste	$ 489.92	Solid Waste Tablets -Routware
01/18/2022	849285	Verizon Wireless	Street/Traffic	$ 81.96	PW-Streets iPads
01/18/2022	849285	Verizon Wireless	Street/Traffic	$ 163.92	PW-Streets City Works
01/18/2022	849285	Verizon Wireless	Street/Traffic	$ 197.84	PW-STRT TRFC Streets
01/18/2022	849285	Verizon Wireless	Transit	$ 309.02	MET AVL
01/18/2022	849285	Verizon Wireless	Wastewater	$ -	PW-DIS-COLL Cityworks 60/40

Check Date	Check#	Name	Fund name	Amount	Item Desc
01/18/2022	849285	Verizon Wireless	Water	$ 27.32	PW Belknap Meter Shop
01/18/2022	849285	Verizon Wireless	Water	$ 90.06	PW Environmental iPads
01/18/2022	849285	Verizon Wireless	Water	$ 27.32	PWBLKNP Water Treatment
01/18/2022	849285	Verizon Wireless	Water	$ 54.64	PWBLNP Comm-Meter CityWorks/Neptune
01/18/2022	849286	Vivid Learning System	P.W. Admin	$ 5,500.00	Cloud Software for Tracking Safety Training
01/18/2022	849288	Western Water Consult	Tax Incrmnt S	$ 34,233.92	WO 20-30 Hallowell Lane Improvements
01/18/2022	849289	Winn-Marion Barber	Airport	$ 37,114.11	Electrical Vehicle Charging Stations

City Council Regular

Date:	02/14/2022
Title:	Downtown Billings Partnership - Tax Increment Assistance - Griffin Development - 2316 1st Avenue North Apartments
Presented by:	Wyeth Friday
Department:	Planning & Community Services
Presentation:	Yes

RECOMMENDATION

The Downtown Billings Partnership (DBP) Board has reviewed this TIF application and recommends the City Council approve up to a maximum reimbursement of $1,693,050, starting in the fiscal year following the year in which the project is completed, from Downtown Urban Renewal tax increment finance district funds to Griffin Development for its mixed use project at 2316 1st Avenue North.

Actual reimbursement will be based upon 100% of the actual costs incurred for qualified expenses for renovation, subject to the following conditions:

1. The Applicant shall sign a development agreement with the City of Billings and DBP within 180 days of City Council's approval.
2. This TIFD reimbursement is the maximum that can be received pending satisfactory submission of all paid invoices showing the completion of expenditures related to this project.
3. This TIFD reimbursement is approved per the condition that it be broken down into to five disbursements of $**338,610** each within five continuous fiscal years following the year in which the project is completed.
4. If funds are not available, reimbursement can be carried over to the next fiscal year

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

Griffin Development submitted an application on September 30, 2021 to the DBP requesting TIF assistance to remove an old blighted building and construct a new five-story, mixed use 32-unit residential apartment building with some retail on the groundfloor. The property is located at 2316 1st Avenue North and would be the first phase of a development that would ultimately include two mixed use buildings on the half block property between North 23rd Street and North 24th Street. The application was vetted by staff and presented to the Development Committee on October 14, 2021. The Development Committee vetted the proposal and made a recommendation to the DBP Board for $1,693,050. The recommendation was presented to the DBP Board on November 19, 2021 and the DBP Board made its recommendation to City Council. City staff reviewed this application, worked closely with the DBP staff to clarify and add detail from the applicant, and supports the DBP recommendation. Staff notes that the project expense summary in the original application from September 2021 that is attached has been updated to the one also attached to this memo per further analysis and coordination with City staff, DBP staff, and the applicant. The reasoning for support of the application by DBP and City staff are its alignment with the elements/goals of the DBA Strategic Plan, North 27th Street Urban Renewal Plan, City TIF Policy and MCA.

The DBP Board and City staff supports the project and found it was a very strong match for accessing urban renewal funds because:

- The project addresses blight remediation (MCA 7-15-4282 through 7-15-4294 and Ordinance 12-5590) through the demolition of the existing old building on the site that has been vacant for several years and exceeds (@7:1) the 5:1 private to public matching fund requirements of the DBP Large Project Incentive Grant criteria (not including the property acquisition).
- The project further enhances the vibrancy of Downtown Billings through revitalization of this half block along 1st Avenue North; increased public activity along 1st Avenue North, North 23rd and North 24th streets; enhanced pedestrian experience and safety in this area of 1st Avenue North; and improved public safety through modern construction of structural, fire, electrical, plumbing and HVAC systems.
- The application aligns with the issue of addressing housing in Downtown Billings and city-wide, as well as other elements/goals of the DBA Strategic Plan (may be viewed through this link https://downtownbillings.com/about/about-the-dba/), City TIF Policy, MCA, and the North 27th Street District Urban Renewal Plan (See Table 1 below and the DBP Board Recommendation document attachment).

Table 1.

Qualified Improvements	DBA Strategic Plan	City TIF Policy	Urban Renewal Plan	Montana Code Annotated
Site work and safety - *Demolition and Site Prep; Concrete work for sidewalks, driveways, front patio areas, exit stairways; Alley improvements* *Utility Connections and Improvements - water and sewer trunk line from street; storm sewer system; gas and electrical main service connections from utility mains;* *Building Exterior and Facade and work - groundfloor metal and glass siding, safety and emergency lighting of the street frontage/sidewalk areas* Public access and area improvements - *ADA compliance for parking areas, groundfloor patio areas, elevator and entrance areas.* Building Safety and Utility work to code - *Mechanical, plumbing, electrical, HVAC*	Vibrant &Connected Downtown -- *includes downtown living P.13* Strong Downtown Identity --P.13 Transformative Initiative - P. 15 - Increase Downtown Residential Population Through Targeted Downtown Housing Initiatives	Permitted uses of TIF Funds: • Demolition and structure removal - P.2 • Private infrastructure with Public Benefit and Public infrastructure --P.2 Financial Assistance Through TIF -- (grants may be for for-profit businesses) P.2	Infrastructure Improvements-- *includes improvements to support workforce housing and loft and condo housing development - P.55* Crime Prevention and Public Safety -P.55	7-15-4202 (3) 7-15-4233 (i) *7-15-4288 (2) (4)*

This property was purchased by Griffin Development in August 2019 with the intent to start construction much earlier. However, the arrival of COVID-19 delayed the project. Phase One of this project will consist of the demolition of the existing structure on the eastern half of the half-block site. The western half of the site will be used as a staging area for Phase One. Phase One is the portion of the project that is the subject of this TIF request. The Phase One first building will be a five-story structure with an enclosed first floor of a 24-space parking garage, and 13 additional individual garages located off the alley for tenant or public rental. The first floor will also have 2,000 square feet of retail/restaurant space along 1st Ave North, with terrace seating on the structure's roof. The second through fifth floors will house 32 two-bedroom apartments with individual balconies. This project accomplishes many priorities of the Urban Renewal Plan, DBA Strategic Plan, Downtown Housing Study, and the City's Growth Policy. The new build of the structure will increase the property value and generate more taxable value in the building itself as well as the surrounding neighborhood. Buildings adjoining the property to the South are Ciao Mambo, Uberbrew, Nova theater, and Buffalo Block. To the East is Cushing Terrell and the Griffin Sawyer building that was rehabilitated with TIF funds a few years ago (formerly the Antique Depot or the Spaghetti Depot prior to that). To the West is the Buchanan Capital building. Ultimately, the two buildings of Phase One and Phase Two will take up the entire block frontage from North 23rd street to North 24th Street, and back to the existing alley.

The DBP Development Committee and the DBP Board both supported this application request, recognizing this project will make a significant commitment and investment in Downtown Billings by adding to existing redevelopment along this block of 1st Avenue North, as well as along North 23rd Street and North 24th Street, adding needed housing units to the Downtown Core, and building where City services and infrastructure already exist.

ALTERNATIVES

City Council may:

- Approve the recommendation from the DBP Board for the expenditure of these TIF funds consistent with some elements/goals of the DBA Strategic Plan, North 27th Street Urban Renewal Plan, City TIF Policy and MCA.
- Modify the recommendation from the DBP Board for the expenditure of these TIF funds before taking action, or;
- Disapprove the recommendation from the DBP Board for the expenditure of these TIF funds. If the Council chooses not to approve this TIF application, specific reasoning for the denial is necessary to provide further direction to the DBP Board and staff, and City staff for future applications.

FISCAL EFFECTS

The recommendation is for up to a maximum of $1,693,050 to be reimbursed to Griffin Development for the identified building demolition, site preparation and construction of portions of a new mixed use building on the site. The estimated total project cost is about $11.3 million (property purchase included but not reimbursed), making the private to public investment ratio for this total project about 7:1. The funds are payable per the conditions of approval outlined above in the DBP recommendation, pending satisfactory submission of all paid invoices showing actual cost incurred for the project, and per the reimbursement being broken down into to five disbursements of $338,610 within five continuous fiscal years following the year in which the project is completed. If approved, payments will be incorporated into future year budgets, the earliest is expected to be FY25. Current estimates of the future Downtown District revenues are able to cover this project in FY25 as well as support known future planned projects and bonding.

Attachments

DBP Funding Recommendation
Griffin TIF Application
GRiffin Updated Project Expense Summary
2008 Downtown Urban Renewal Plan
City TIF Policy
DBP Board Minutes

February 3, 2022

The Downtown Billings Partnership
recommends approval
Project: 2316 1st Ave N
Entity: Griffin Development
Tax parcel: A00836

Demo of vacant blighted building; sitework to prepare for development; public and private infrastructure

Eligible expenses	Requested	Recommended	Eligibility	
			MCA 7-15-4233	**MCA 7-15-4288**
Site demo/prep + asbestos cleanup + utility soil removal	$382,173	$382,173		$382,173
Fire suppression/systems	$289,058	$289,058		$289,058
Concrete/public sidewalks, drives & front patio area	$66,000	$66,000		$66,000
CPTED alley improvements	$82,000	$82,000		$82,000
Utilities (electrical, sewer, plumbing, gas)	$435,914	$435,914		$435,914
ADA compliance	$65,500	$65,500		$65,500
Glass & metal siding (ground level)	$218,548	$218,548		$218,548
Landscaping	$28,000	$28,000		$28,000
CPTED lighting, doors, windows (ground level)	$106,995	$106,995		$106,995
System Development Fee	$114,000	$18,862	$18,862	
Other expenses	9,677,196	$0		
Total	$11,370,246	$1,693,050	$18,862	$1,674,188

Current taxable value	$388,700
Estimated increase in taxable value (80% of project cost)	$ 9,096,197
Commercial tax rate (1.89%)	$ 171,918
Annual tax increment (69 mills)	$118,624
ROI	14 years

Public Benefit:

This project answers to many goals/elements of the URD and DBA Strategic Plan

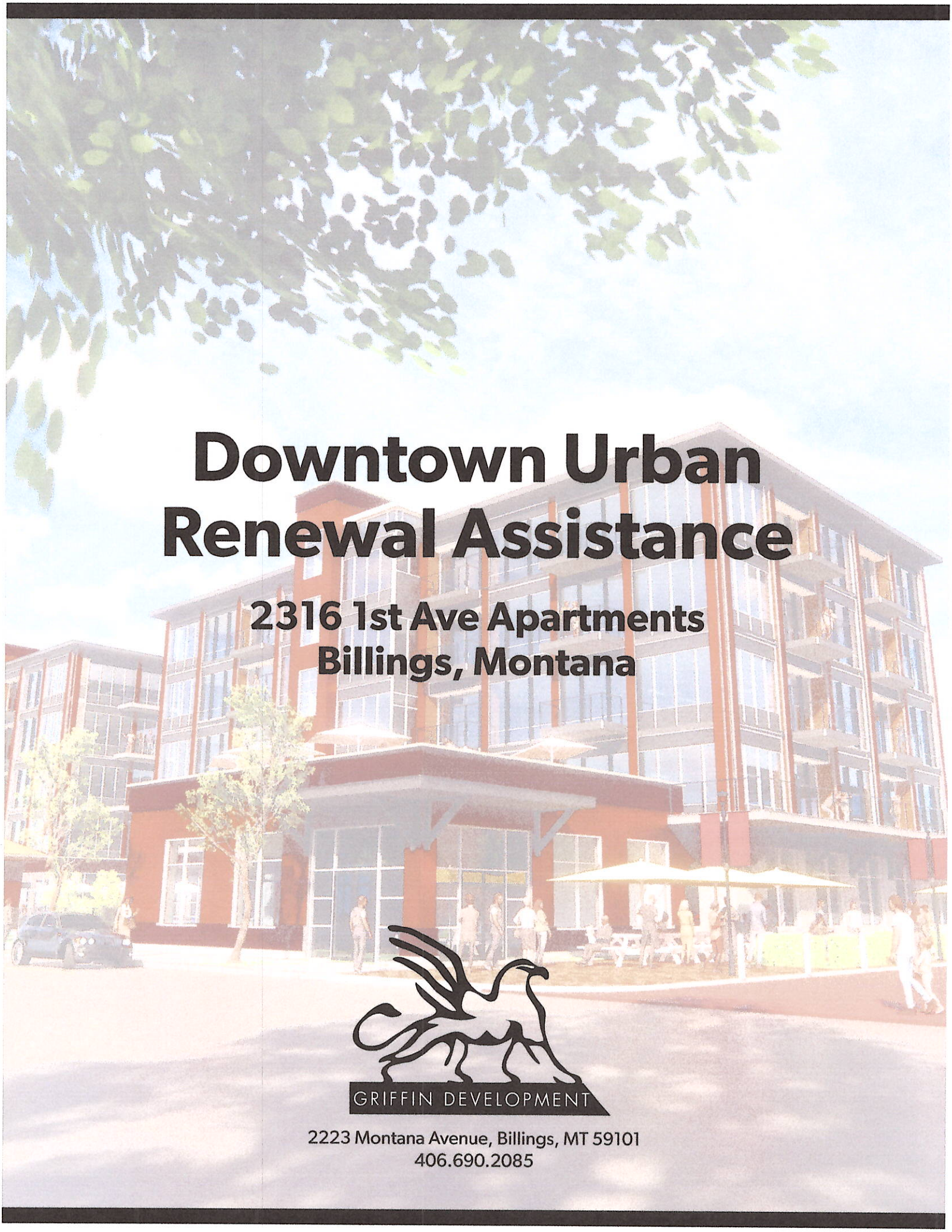
This project will raise this property's taxable value and may influence the surrounding area as well

This project complies and conforms with MCA and City TIF policy

This project eliminates a vacant blighted building and changes its use productively

This project will spur further developments in the surrounding area

This project answers to the demand resulting from the growth of Billings



Downtown Urban Renewal Assistance

2316 1st Ave Apartments
Billings, Montana

GRIFFIN DEVELOPMENT

2223 Montana Avenue, Billings, MT 59101
406.690.2085

The Project



Griffin Development is proud to bring another project to Downtown Billings and Montana Ave's Historic District with our new five-story 32-unit apartment building, located at 2316 1st Ave North.

This development will be the first part of a two-building development located on the half-block that was formally the Whalen Tire buildings, located at 2316 & 2318 1st Ave North.

This property was purchased in 2019 with the intent to start construction earlier; however, Covid-19 has delayed it until now.

Project Overview



Phase one of this project will consist of the demolition of the existing structures on site. Additionally, we will bring in new utilities and site work to prepare for the construction of the first two buildings.

These buildings will take up the entire block frontage from North 23rd street to North 24th street, and back to the existing alley. Buildings adjoining the property to the South are Ciao Mambo, Uber Brew, the Nova Theater, and Buffalo Block Restaurant. To the East is Cushing Terrell Architects and our Sawyer building that we renovated two years ago with the help of TIF funding (formerly the Antique Depot and previously the Spaghetti Depot.) To the West is the unique Buchanan Capital building.

The first building will be a five-story structure with an enclosed first floor, a 24-space parking garage, and thirteen individual garages located off the alley for tenant or public rental. Also, on the first-floor level, there will be 2,000 sq. ft. of retail/ restaurant space along 1st Ave North, with terrace seating on the structure's roof. On the second through the fifth floor, there will be 32 two-bedroom apartments with individual balconies.

Project Details







We hope this is the new Downtown housing project that we have all sought to further the redevelopment of Downtown Billings and the Historic Montana Ave district.

- It will feature a first-floor retail/restaurant space with a large, fenced greenspace courtyard and gazebo for tenant and public usage.
- There will be an additional mixed-use area for tenant and public enjoyment on the roof of the retail space. The apartment units will primarily be two-bedroom units with their own private deck.
- Some one-bedroom units may be added once the final design is completed.
- Each apartment will have the opportunity to rent one of the 24 parking spaces on the first-floor parking garage, or one of thirteen private garages off the alley of the property.
- Additional open parking will also be available on-site.
- To continue improving walkable alleys in this area, the alley side garages will be well lit and garage doors will have art murals painted on them.
- Public and tenant security will be the highest priority.
- The building and parking areas will have access control systems at all entries, well-lit exterior areas, and a state-of-the-art security camera system inside and outside the building to ensure a safe, inviting area.

Project Details cont...





Phase two of the project will be a similar constructed building as phase one.

- It will complete the interconnection between the Depot, Buffalo Block restaurant, and the rest of Downtown with an open, enlarged pedestrian area and restricted street access along the half block of North 24th (with City Council approval.)

About Griffin Development

Griffin Development LLC is a Montana Domestic Limited Liability Company established in 2013 by Max & Janine Griffin along with their children, Chandler & Lindsey Griffin, and David & Ali Mitchell. Together, they own and manage over 250,000 sq. ft. of commercial rental real estate along with three residential subdivisions and a ranch in Big Timber, Montana. Personally, they own multiple businesses and investments in the Montana community.

Recent construction projects include:

2017

- Glynn Abbey subdivision - 54th & Rimrock Road, 32 lots
- 2017-2019: 1400 S24th complex- renovation of 74,000 sq. ft. industrial building into commercial/retail building. Tenants: Bam Brewing, Get Air trampoline park, Trailhead Spirits, USDA offices, and TA supply.

2019

- 2223 Montana Ave - Sawyer building renovation - 24,000 sq. ft. of empty warehouse space into commercial/retail space. Tenants: Asylum Distillery, Schevick Law Offices, Ohana Poke restaurant, Diamond Construction, Stahly Engineering, Hilltop Publishing, Cellar Farms, and Griffin Development offices

2021

- 1127 Alderson Ave renovation of 21,000 sq. ft. commercial building into 29 apartment units
- Central Wellness' new building: 1420 S 24th St. West – starting September 1, 2021
- New restaurant: 1400 S 24th – fall 2021

2022

- Timbers Subdivision: 400 acres along Alkali Creek Road – starting spring of 2022
- 2490 Gabel Road: 16,500 sq. ft. open beam structure converted to entertainment venue – starting 2022
- 2316 Downtown apartments - starting summer 2022

2023-24

- 6th Ave north & N 25th condos: starting 2023/2024

The project schedule for 2316 1st Ave. North apartments:

- Project final design and engineering, 11-1-21 to 5-30-22
- Building demolition, 12-1-21 to 4-1-22
- City plan review, 6-1-22 to 8-1-22
- Construction phase 1 building, 8-2-22 to 3-1-24
- Tenant occupancy, 4-1-24

Our Goal

Over the last twenty years, we have made significant investments in buildings and land in the Downtown area with the goal of developing them into long-term assets for the community and for us. Removing the dilapidated Whalen Tire building and replacing it with two new modern housing projects will make a resounding difference in the immediate neighborhood and the entire Downtown area. It will bring new people and energy to Downtown, eliminate a public eyesore, and bring new, future development to the area.

I currently serve on the Historic Montana Avenue Association, a board whose sole mission is to improve the Historic Montana Ave for the betterment of the community. Our offices are here, and our commitment is to help Downtown Billings continue to grow and prosper. This project will add the new housing part to the Downtown development plan. We believe this is a vital component to growing Downtown. Please help us make this project a reality.

Thank you,
Max Griffin
Griffin Development

GRIFFIN DEVELOPMENT

DOWNTOWN (N 27TH STREET) URBAN RENEWAL DISTRICT

N27URD

Tax Increment Financing Fund Application

APPLICANT INFORMATION

Name: 2316 1st Ave North LLC

Address: 2223 !st Ave North suite 203

City/State/Zip Billings Mt 59101

Phone: 4066902070 E-mail: max@griffindvlp.net

If the applicant is not an individual doing business under his/her own name, the applicant has the status indicated below and is organized or operating under the laws of:

A corporation/LLC: [X] A non-profit or charitable institution or corporation [ ] A partnership: Known as: [ ] Other: [ ]

Date of Organization: 10-1-2019

PROJECT INFORMATION

Building Address: 2316 1st Ave North

City: billings State: Montana ZIP Code: 59101

Legal Description: Billings OT 533,TO1,R26E,blk 113,lots 19-24 & adj vac. alley

Property Owner (if property is not owned by the Applicant, list leasehold interests and attach evidentiary materials)

Property Owner (name or entity):

Property Owner Contact Name: max griffin Contact Phone: 4066902070

Lessor's Address:

City: State: ZIP Code:

PROJECT ARCHITECTURAL FIRM

Firm Name: HGFA Architects

Address: 800 Granite tower

Representative: Mike Burke

Phone: 406-248-7811 E-mail: MBurke@HGFA.net

PROJECT CONTRACTOR (OR PARTY RESPONSIBLE FOR CONSTRUCTION)

Name/Representative: TW Clark Construction / Shane Ridley

Address: 609 Charles Street Billings mt

Phone: 406-208-5659 E-mail: Sridley@twclark.com

PROJECT FINANCIAL LENDING INSTITUTION (leave blank if not applicable)

Name/Representative: Rocky Mtn. Bank / Dennis Nolan

Address: 2929 3rd Ave N. Billings mt

Phone: 406-655-2787 E-mail: DNolan@rmbank.com

PROJECT INFORMATION

Description of Project:

Attach a narrative explanation and any other design information. Use this section to pitch your project and explain how it will eliminate blight and/or benefit the public.

Rehabilitation Plans:

Attach schematic design drawings and/or completed construction document plans - including site, landscaping, and other engineering design information.

Project Schedule:

Attach a timeline or schedule through completion.

To receive maximum funding all applications must be submitted to the DBP and approved by the CITY prior to the start of the relevant phase of construction.

PROJECT FINANCING

Please complete Sources of Funds detail and summarize below.

Applicant Equity

Cash Invested	$ 118,206
Land & Buildings	$ 1,184,124
Other (Specify) _____	$ _____
Subtotal	$ 1,302,330

If land & building value is more than the State of Montana valuation, a current appraisal must be submitted (within 3 years).

Lender Commitments (Attach evidence i.e. Letters of Credit or other documentation)

Lender	Loan Amount	Interest	Term	Payment/Period
rmb	$ 7,300,00(	____%	____yrs	$ _____/Month
_____	$ _____	____%	____yrs	$ _____/Month
Total Loan Amount				$ _____

TIF Request

Eligible Improvements

see attached	$ _____
qualified TIF expenses	$ _____
$8,465,254	$ _____
_____	$ _____
_____	$ _____
_____	$ _____
Subtotal of TIF Funds Requested	$ 1,693,050

Sources of Funds Summary (Post totals from above)

Applicant Equity	$ 1,302,330
Lender Commitments	$ 7,300,000
TIF Funds Request	$ 1,693,050
Other Funds (Specify) add capital	$ 750,466
Total Project Cost	$ 11,045,846

To receive maximum funding all applications must be submitted to the DBP and approved by the CITY prior to the start of the relevant phase of construction.

CERTIFICATION

I (we), Max Griffin (please print), the APPLICANT, certify that the statements and estimates within this Application as well as any and all documentation submitted as attachments to this Application or under separate cover are true and correct to the best of my (our) knowledge and belief.

Signature _____ Signature _____

Title partner Title _____

Address 2223 Montana ave Address _____

suite 203 _____

Date 9-30-21 Date _____

URD TIF GRANT PROGRAMS – Governing Body: City of Billings, City Council

To receive maximum funding all applications must be submitted to the DBP and approved by the CITY prior to the start of the relevant phase of construction.

Griffin Development Office / Apt Building

Item	DESCRIPTION	TIF	NON-TIF
1	General Conditions	$ 468,770.00	
2	Final Cleaning	$ 26,368.00	
3	Insurance (Builders Risk / General Liability) *NO BONDS*		$ 99,872.00
4	Plan Review Fee / Permit	$ 36,965.00	
5	Building / Site Demolition	$ 91,034.00	
6	Site Work (Excavation, Utilities, Pavement, Site Concrete, Landscaping)	$ 356,809.00	
7	Concrete (Foundations, Parking Garage, Gyp-crete, Slabs)	$ 1,040,502.00	
8	Exterior Metal Siding	$ 303,236.00	
9	Structural / Miscellaneous Steel	$ 843,368.00	
10	Rough Carpentry	$ 914,102.00	
11	Finish Carpentry	$ 397,856.00	
12	Insulation (Batt, Board, Spray)	$ 79,000.00	
13	Roofing, Flashings, Gutters/Downspouts, Soffits Canopy	$ 175,527.00	
14	Exterior Doors	$ 34,530.00	
15	Interior Trim / Hardware	$ 126,191.00	$ -
16	Exterior Glass Siding	$ 1,315,905.00	
17	Gypsum	$ 263,683.00	
18	Flooring		$ 106,729.00
19	Paint		$ 56,684.00
20	Specialties (Toilet Accessories, FE / Cabinets, Signage,)	$ 24,236.00	
21	Residential Appliances		$ 100,451.00
22	Window Treatments		$ 36,623.00
23	Elevator		$ 240,663.00
24	Fire Suppression	$ 186,776.00	
25	Plumbing / HVAC	$ 1,173,600.00	
26	Electrical	$ 504,514.00	
27	Fire Alarm / Knox Box	$ 102,282.00	
28	Design / Engineering		$ 350,000.00
29	Financing		$ 287,240.00
30	Cost Breakdown		
31	Total Project	$ 8,465,254.00	$ 1,278,262.00
		$ 9,743,516.00	

		11/30/2021
building /site demo	$	91,034.00
fire suppression	$	186,776.00
fire alarm	$	102,282.00
sitework prep/ utility- soil removal	$	87,809.00
concrete public sidewalks,drives,and front patio area	$	66,000.00
concrete foundations/ structural columns	$	207,502.00
concrete parking garage walls ,floor and deck	$	698,000.00
concrete elevator shaft and exit stairways	$	135,000.00
Alley Improvements	$	49,500.00
plumbing trunk lines from street	$	135,000.00
plumbing in units	$	416,000.00
Plumbing Mains in Building	$	109,800.00
storm sewer drainage system	$	68,000.00
gas trunk line from street to HVAC units	$	25,400.00
HVAC units in units	$	529,200.00
HVAC Common Areas	$	118,600.00
electrical service from utility connection	$	139,514.00
electrical wiring for apartment units	$	297,000.00
Electrical - Security / Emergency Lighting	$	68,000.00
elevator apts.	$	192,531.00
elevator serving ground level	$	48,132.00
fees & permits	$	36,965.00
general conditions	$	468,770.00
final cleaning	$	26,368.00
design	$	350,000.00
exterior doors	$	34,530.00
Interior trim / Doors	$	126,191.00
window treatments	$	36,623.00
structural steel columns, rebar for parking garage and decks	$	418,368.00
structural steel columns for apartment units	$	425,000.00
metal siding	$	242,589.00
metal siding (ground level)	$	60,647.00
rough carpentry	$	914,102.00
finish carpentry	$	397,856.00
insulation	$	79,000.00
roofing	$	175,527.00
glass siding	$	1,157,997.00
glass siding (ground level)	$	157,908.00
gypsum	$	263,683.00
specialties	$	24,236.00
insurance	$	99,872.00
flooring	$	106,729.00
paint	$	56,684.00
appliances	$	100,451.00
ADA coml[pliance for parking garage / patio area	$	38,500.00
financing	$	287,240.00
property purchase	$	1,100,000.00
asbestos clean up	$	203,330.00
System Development Fees	$	114,000.00
Trees / Shrubbery	$	28,000.00
Landscape Lighting	$	35,500.00
Art Murals on Garage Doors	$	32,500.00
current pricing 1.3.2022	$	11,370,246.00

NOTE: SUPPORTING DOCUMENTS FOLLOW AGENDA

CITY OF BILLINGS

CITY OF BILLINGS' VISION STATEMENT:

"THE MAGIC CITY – A VIBRANT, WELCOMING PLACE WHERE PEOPLE FLOURISH AND BUSINESS THRIVES"

AGENDA

COUNCIL CHAMBERS December 8, 2008 6:30 P.M.

CALL TO ORDER – Mayor Tussing
PLEDGE OF ALLEGIANCE – Mayor Tussing
INVOCATION – Councilmember McCall
ROLL CALL
MINUTES – November 13, 2008, Special Meeting
November 24, 2008
COURTESIES – Presentation to Al Winegardner and family in appreciation of donation in memory of Jayne Winegardner
PROCLAMATIONS
ADMINISTRATOR REPORTS – Tina Volek

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Item: 1 ONLY. Speaker sign-in required. (Comments offered here are limited to 1 minute per speaker. Please sign up on the clipboard located at the podium. Comment on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item.)
(NOTE: For Items not on this agenda, public comment will be taken at the end of the agenda. Please sign up on the clipboard located at the back of the room.)

CONSENT AGENDA:

1. A. Change Order #3, W.O. 08-09, Waste Water Treatment Plant Primary Effluent Pipe Replacement and Sludge Drying Bed Expansion, Western Municipal, $20,468.65, and **increase** the City Administrator's change order authority by $50,000.

B. Approval of compensation agreement for Private Contract No. 599, Emmanuel Baptist Church Sanitary Sewer Extension project, $325,360.

C. **Approval** of amended Purchase and Sale Agreement with School District Two for ten acres within Cottonwood Park for $200,000, and **authorization** for the Mayor to execute associated documents to consummate the sale and transfer of ownership of the property.

D. **Approval** of grant application submittal to Safe Route to School Program for the Elementary School Traffic Plan, $50,000.

E. **Resolution** relating to financing of proposed Zone 3 Storage, Zone 4 Reservoir project and Water Rehabilitation project; establishing compliance with reimbursement bond regulations under the Internal Revenue Code for the purpose of reimbursing the City with bond sale proceeds for financing water projects prior to the availability of funds.

F. **Resolution** relating to financing of a proposed Wastewater treatment plant disinfection system project; establishing compliance with reimbursement bond regulations under the Internal Revenue Code for the purpose of reimbursing the City with bond sale proceeds for financing sewer projects prior to the availability of funds.

G. **Second/Final reading** ordinance expanding the North 27th Street Urban Renewal Area – 2008.

H. **Second/Final reading** ordinance modifying the South Billings Boulevard Urban Renewal District.

I. **Exempt Amended Plat** of Tract 1 of Certificate of Survey 1815.

J. **Bills and Payroll**
(1) November 7, 2008
(2) November 14, 2008

(Action: approval or disapproval of Consent Agenda.)

REGULAR AGENDA:

2. **PUBLIC HEARING AND RESOLUTION GRANTING NEW OR EXPANDING INDUSTRY TAX INCENTIVES FOR BIG SKY ECONOMIC DEVELOPMENT AUTHORITY/GENERAL ELECTRIC CAPITAL CORPORATION** for a new building at 3333 Hesper Road. Staff recommends approval. (**Action**: approval or disapproval of staff recommendation).

3. **PUBLIC HEARING AND RESOLUTION GRANTING NEW OR EXPANDING INDUSTRY TAX INCENTIVES FOR DALCO INDUSTRIES DBA TETON STEEL** for property improvements at Gabel Road and South 29th Street. Staff

recommends approval. (**Action**: approval or disapproval of staff recommendation).

4. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR REVISIONS TO BOARDS AND COMMISSIONS:** Revisions that provide consistency in procedural areas for advisory boards, commissions and committees, and reorganizes ordinances into one Article of the Code. Staff recommends approval. (**Action**: approval or disapproval of staff recommendation).

5. **PUBLIC HEARING FOR EXTENSION OF INTERIM ZONING ORDINANCE:** A proposed one-year extension of the Interim Zoning Ordinance that amends Section 27-611, Sexually Oriented Businesses, and allows the interim zoning ordinance to be effective until December 23, 2009. Staff recommends approval. (**Action**: approval or disapproval of staff recommendation).

6. **DOWNTOWN BILLINGS PARKING STUDY.** Delayed from 11/24/08. Staff recommends approval of contract with Rich and Associates, Inc. for $68,500. (**Action**: approval or disapproval of staff recommendation).

7. **PUBLIC COMMENT on <u>Non-Agenda</u> Items --** <u>Speaker sign-in required.</u> *(Restricted to <u>ONLY</u> items not on this printed agenda; comments limited to 3 minutes per speaker. Please sign up on the clipboard located at the back of the Council Chambers.)*

(Action: approval or disapproval of Consent Agenda.)

ADJOURN

(NOTE: Additional information on any of these items is available in the City Clerk's Office)

Visit our Web site at:
http://ci.billings.mt.us

ATTACMENT A

ORDINANCE NO. _____

AN ORDINANCE MODIFYING THE URBAN RENEWAL PLAN OF THE NORTH 27TH STREET DISTRICT URBAN RENEWAL AREA; MODIFYING THE BOUNDARIES OF THE DISTRICT; ADOPTING A MODIFIED URBAN RENEWAL PLAN INCLUDING A TAX INCREMENT PROVISION; APPROVING URBAN RENEWAL PROJECTS THEREIN AND AUTHORIZING THE ISSUANCE OF TAX INCREMENT URBAN RENEWAL REVENUE BONDS OF THE CITY TO FINANCE COSTS THEREOF

NOW, WHEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

WHEREAS, on July 11, 2005 the City Council adopted Ordinance No. 05-5333, which created the North 27th Street District Urban Renewal Area (hereafter "North 27th Street District") and adopted the Urban Renewal Plan of the North 27th Street District Urban Renewal Area ("N. 27th Street Plan") that included a tax increment provision and endorsed urban renewal projects.

WHEREAS, on November 13, 2006 the City Council adopted Ordinance No. 06-5394 which expanded the boundaries and amended the N. 27th Street Plan to create the Extended N. 27th Street District that included a tax increment provision and endorsed urban renewal projects.

WHEREAS, it has been determined that the Extended North 27th Street District and the N. 27th Street Plan should be modified to include additional property contiguous to the Extended North 27th Street District.

WHEREAS, this Council on November 24, 2008, conducted a public hearing on a proposal to modify the N. 27th Street Plan by adopting the Urban Renewal Plan of the Expanded North 27th Street District Urban Renewal Area - 2008, thereby establishing a modified urban renewal area to be formally designated as the Expanded North 27th Street District Urban Renewal Area - 2008 (the "Expanded North 27th Street District - 2008" or "the Property"), and to undertake urban renewal projects therein, all as authorized by Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the "Act").

WHEREAS, the Expanded North 27th Street District - 2008 is depicted on Attachment 1 (depicting the relationship of the Expanded North 27th District – 2008 to the Extended N. 27th Street District) and which is hereby incorporated herein and made a part hereof. Pursuant to this Ordinance, the boundaries of the Redevelopment Area are modified to reflect the addition of the Property depicted on the map on Attachment 1. The Redevelopment Area, as modified, is depicted on Attachment 1 and legally described on Attachment 2 (the "Resulting Redevelopment Area") (each of which is hereby incorporated herein and made a part hereof). The Resulting Redevelopment Area is contiguous.

WHEREAS, opportunities have been presented to the City that makes it desirable for the City to consider urban renewal projects within the Expanded North 27th Street District - 2008 consisting of demolishing certain blighted structures within the district; improving such properties with new construction, landscaping, utilities, and other similar improvements; and making the properties so improved available for private redevelopment in accordance with the Act (the "Projects"). Development proposals to be considered for funding include mixed use projects, building renovations, services for the District and the construction or expansion of City owned parking structures within the District.

WHEREAS, the proposed modified urban renewal plan titled the Urban Renewal Plan of the Expanded North 27th Street District - 2008 is attached hereto as Attachment 3 (which is hereby incorporated herein and made a part hereof) (the "Modified Plan"). The Modified Plan contains a tax increment provision and will govern the operation and administration of the Expanded North 27th Street District - 2008.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Billings, Montana, as follows:

1. Findings. This Council hereby finds, determines and declares, based on the comments received at the public hearing and other studies and information available to this Council, that:

a. The Property presently contains structures and improvements that are in a state of substantial deterioration, are obsolete or defective, pose unsanitary or unsafe conditions, are vacant and unused, and have inappropriate uses. The present condition of the Property substantially impairs the sound functioning of the downtown area of the City and its environs, is conducive to juvenile delinquency and crime, poses the threat of vandalism or mischief and fire or loss, constitutes an economic and social liability, and is a menace to the public health, safety, and welfare of the residents of the City. Accordingly, the Council reaffirms its previous findings that the Property is a blighted area within the meaning of Section 7-15-4210 of the Act. This Council finds that the rehabilitation, redevelopment or a combination thereof of the Property is necessary and in the interest of the health, safety, morals or welfare of the residents of the City. This Council finds that undertaking measures to eradicate or diminish the blight affecting the Property will help to foster a more dynamic, livable, and vibrant downtown.

b. If Projects require relocation of displaced persons, a detailed relocation plan is required and will be prepared.

c. The Modified Plan conforms to the 2003 Billings and Yellowstone County Growth Policy and the City's Downtown Framework Plan.

d. The Modified Plan will afford maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment of the District by private enterprise.

e. A sound and adequate financial program is required for the financing of Projects, which program includes substantial private investment and financing and the sale and issuance by the City of Tax Increment Bonds in proportions yet to be determined, for the purpose of financing a portion of the costs of the Projects as set forth above.

f. Approved Projects will constitute urban renewal projects within the meaning of the Act and are authorized to be undertaken by the City.

2. Plan Adoption. The Modified Plan is hereby adopted and approved in all respects, including without limitation, the segregation and application of tax increments as provided in Sections 7-15-4282 through 7-15-4293 of the Act as provided therein. For purposes of allocating taxes according to the Act, the "prior assessed value" of taxable property within the Expanded North 27th Street District - 2008 is that value shown on the assessment rolls as of January 1, 2008.

3. Project Approval. Authorized Projects are hereby approved.

4. Bonds. This Council approves financing the costs of Urban Renewal Projects, or a portion thereof, with proceeds of the Bonds. The City is hereby authorized and directed to undertake activities and analysis ordinarily prerequisite to the issuance of tax increment urban renewal revenue bonds in a principal amount not to exceed $10 million for financing of the costs of Urban Renewal Projects or a portion thereof.

5. Conditional Commitment. The adoption of the Plan does not constitute a guarantee or a firm commitment that the City will issue the Bonds or undertake Projects. If, based on comments or information made available to or obtained by the City, it appears that the issuance of the Bonds or Projects is not in the public interest or consistent with the purposes of the Act, the City reserves the right not to issue the Bonds or undertake the Project.

7. Repealer. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

8. 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.

9. Effective Date. This Ordinance shall be in full force and effect from and after the date that is 30 calendar days after the date set forth below.

ADOPTED by the City Council of the City of Billings, Montana, on second reading this 8th day of December, 2008.

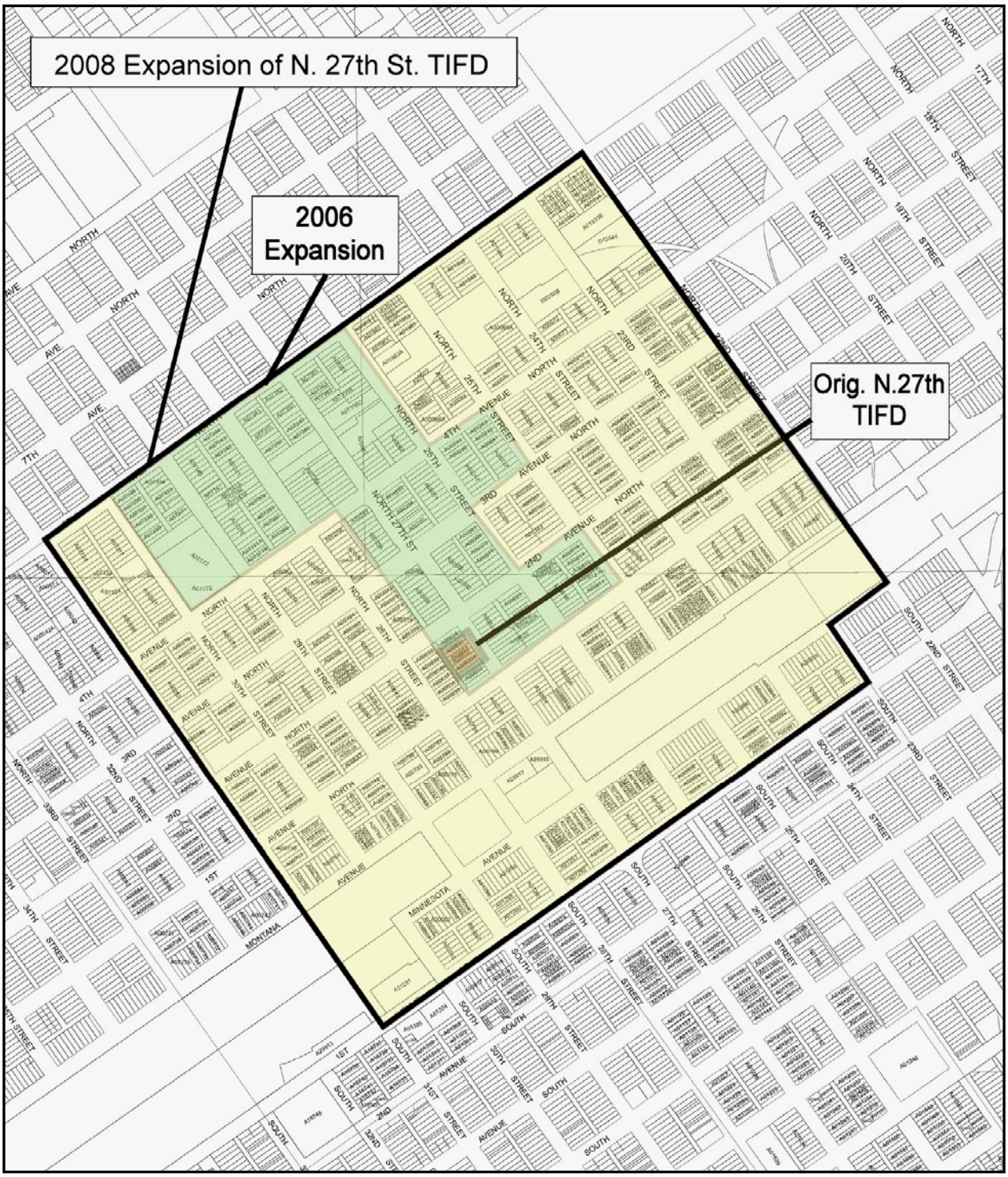
_____
Ron Tussing, Mayor

ATTEST:

_____
Cari Martin, City Clerk

ATTACHMENT 1

Expanded North 27th Street Urban Renewal District – 2008 Boundaries, Boundaries of the Extended N. 27th Street District (2006) and the Boundaries of the N. 27th Street District (2005)



ATTACHMENT 2

Expanded North 27th Street Urban Renewal District – 2008
Boundary Description

Beginning at a point at the intersection of the centerlines of 6th Avenue North and North 31st St. proceeding east along the centerline of 6th Ave. North to a point at the intersection of the centerlines of 6th Avenue North and N. 22nd Street proceeding south along the centerline of North 22nd Street, crossing the centrally assessed Burlington Northern Railroad property, to a point at the intersection of South 22nd Street and Minnesota Avenue proceeding west along the centerline of Minnesota Avenue to a point at the intersection of Minnesota Avenue and South 23rd Street proceeding south along the centerline of South 23rd Street to a point at the intersection of South 23rd Street and 1st Avenue South proceeding west along the centerline of 1st Avenue South to a point at the intersection of the centerlines of 1st Avenue South and South 31st Street proceeding north along the centerline of South 31st Street, crossing the centrally assessed Burlington Northern Railroad property, to the starting point at the intersection North 31st Street and 6th Avenue North encompassing all parcels and tax codes therein.

ATTACHMENT 3
Expanded North 27th Street Urban Renewal Area – 2008
Modified Plan

EXPANSION OF THE BILLINGS, MONTANA NORTH 27TH STREET URBAN RENEWAL AREA, WITH TAX INCREMENT, AND AMENDMENT TO THE URBAN RENEWAL PLAN

FOR CITY OF BILLINGS AND PLANNING REVIEW
October 14, 2008

Prepared by

Downtown Billings Partnership, Inc
2815 2nd Ave. North – Billings, MT 59101 – gregk@downtownbillings.com

SECTION 1 – INTRODUCTION

On July 11, 2005, the City Council adopted an ordinance that (a) created the North 27th Street District Urban Renewal Area ("North 27th Street District") and (b) adopted an urban renewal plan for the district. On November 13, 2006 the City Council adopted an ordinance that (a) expanded the North 27th Street District and (b) modified the urban renewal plan for the district. For reasons discussed in this Amendment to the Urban Renewal Plan of the North 27th Street District ("Plan"), it has been determined that the North 27th Street District should be expanded again to include other contiguous blighted properties in need of redevelopment. Further, it has been determined that this area, known as the Central Business District of Billings, has been and is in need of expanded public parking, enhanced pedestrian connections and experiences, improved public safety, and infrastructure improvements to public and private properties that will lead to increased taxable values. The existing urban renewal plan may be modified by ordinance in accordance with the procedure described in M.C.A. § 7-15-4221. The Urban Renewal Plan of the North 27th Street District approved by the City Council on July 11, 2005 and modified on November 13, 2006 is hereby included by reference as part of this amended Plan and shall remain applicable hereto except to the extent the original plan is explicitly or impliedly amended by this Plan. It is recognized as part of this Plan that the basic vision of the document known as Downtown Billings Framework Plan, adopted by the Billings City Council on December 22, 1997 and by the Yellowstone County Commissioners on December 23, 1997, is still valid and should be considered a part hereof. The terms defined in "Part I – DEFINITIONS" of the North 27th Street District Plan shall have the same meanings in this Plan unless a contrary meaning is expressed herein. The expanded district proposed in this Plan is hereafter referred to as the Expanded North 27th Street District - 2008 or the "District."

SECTION 2 – BACKGROUND

The original Downtown Redevelopment District, a downtown tax increment finance district, was created on December 20, 1975 by a resolution which cited hazardous conditions existing in the district due to overhead utility wires, inefficient land use, problems of access and circulation, physical constraints to development, random location of mixed uses and deteriorated building

conditions, and found that rehabilitation and redevelopment of the District would be in the public interest. That original district (hereafter "1975 District") comprised one hundred and twenty four (124) blocks in the city center after the 1985 south expansion and the 2004 east expansion. The 1975 District expired March 1, 2008 but the Urban Renewal Plan and the Framework Plan used for that district, in many parts and in relation to this District remain valid.

Because the 1975 District has terminated, but many of the undesirable conditions continue to exist, it was determined that it would be in the best interest of the City to expand the North 27th Tax Increment District to assist the construction of public improvements, stabilize and grow the tax base, increase the parking inventory, increase the inventory of downtown residential property, stimulate multi-use development ("Multi-Use Facility Projects"), fill street level vacancies, provide expanded security, develop safe event locations with appropriate traffic control devices, expand the Business Improvement District, make modifications to street and intersection lighting, increase traffic calming and reduce the noise in the district through Quiet Zone management and further implement the vision of the Downtown Framework Plan.

Currently, there is a need to expand the North 27th Street District to encompass development needs on the North 27th Street corridor, the North Broadway corridor, the Old Town Neighborhood and the Montana Avenue Historic District (including expansion of the Historic District to include areas south of the railroad tracks), the Civic District, areas adjacent to the Medical Corridor, adjacent to the East Billings Urban Renewal Area and other underutilized properties within the Central Business District of Billings. Although there has been significant improvement in the valuation of property in much of the 1975 District, the area defined by this proposed expanded tax increment district has major properties that have been neglected for many years and continue to show signs of serious blight and tax base decline. Many parcels have been removed from the tax rolls and/or are delinquent on payments of taxes and fees. The Expanded North 27th Street District creates an opportunity to continue redevelopment of the center of downtown with a mixture of public and private investment in a roughly seventy-one-square-

block district (just over half of the size of the 1975 expanded district) encompassing the existing North 27th Street District.

The area has several pockets of low taxable value, with several lots of the land being owned by government and other non-profit entities and several buildings that are over 50% vacant.

The creation of the Expanded North 27th Street District is essential to any planned development at 4th Avenue North and North Broadway, redevelopment of the vacant Northern Hotel, improving security and expanding the clean safe and vibrant programs of the Business Improvement District, continuing redevelopment of the Civic Plaza area, developing the boundary areas of the Medical Corridor and the East Billings Urban Renewal Area, and expanding the Historic District. It could also assist with the essential remodeling of the Northern Hotel, the Babcock Theatre, the Westwood Building, the Lincoln Hotel Building. Public infrastructure construction within this expanded District could assist with the renovation and/or relocation of various City facilities, such as the public library. It is currently expected that the expanded North 27th Street District may help fund the following projects:

I. Business Programs and Projects

a. Business Retention
    i. Targeted assistance and review of existing street level businesses
    ii. Retail market survey
b. Business Recruitment
    i. Development of a "chainlet" network
    ii. Business plan development assistance
    iii. Association networking
    iv. Business Improvement District support
    v. Business cluster analysis
    vi. Pedestrian study
        1. demographics
        2. directions
        3. linkages
        4. destinations
        5. wayfinding

II. Parking and Transportation

a. Increase use of public transit
b. Parking structures to support current and future needs

c. Explore parking linkages to adjacent destinations
d. Explore parking management practices and programs
    i. Off street parking
    ii. On street parking

III. Crime Prevention and Public Safety

a. Cooperative Security Program
b. Business Watch Program
c. Crime and Fraud prevention programs
    i. Geared towards street level businesses

IV. Management, Implementation and Maintenance

a. Downtown Billings Partnership, Inc. or its successor, management agreement
    i. Project development
    ii. Public awareness
    iii. Advocacy and liaison between public and private sectors
b. Business Improvement District expansion and development
    i. Cooperative work agreements with PMDs
    ii. Development and promotion of Conference Corridor
    iii. BID expansion
    iv. "Green" Management
        1. Recycling programs
        2. Tree management

V. Infrastructure Improvements

a. Public
    i. Expansion of Historic District
    ii. New Library
    iii. New Planning Department Offices
    iv. Public Parking and Greenspace
    v. Intersection Lighting by Public Works
    vi. New SILMDs for mid-block lighting
    vii. Streetscapes and traffic calming plans
    viii. Sidewalks, curbs and gutter improvements
        1. stabilization of vaults
    ix. Relocation of public and private utility lines
b. Public infrastructure improvements that would support the following development projects/programs
    i. Workforce housing development
    ii. Loft and Condo development
    iii. Lodging development
    iv. Conference Facilities

v. Entertainment venues

SECTION 3 – SUMMARY OF BLIGHT FINDINGS

The area in the proposed expansion of the North 27th Street District contains a great deal of blight. Within the district there is substantial structural deterioration, long-term land vacancy, a railroad spur line that has been abandoned and a major rail line that continues to divide the Central Business District. Several of the commercial buildings in the district are deteriorated and/or vacant and need demolition or renovation. Many of the storefronts and upper floors are vacant or under-occupied. Sidewalks are cracked; alleys are deteriorated, and, in general, much of the area is below accepted standards. In contrast to the above, there are certain properties within the district in good repair but included in the district to allow for a contiguous block of land within the district and because pockets of revitalization cannot be sustained if areas of neglect and blight surround them. Over time, without continued managed urban renewal, even these success stories will once again decline in taxable value. Most of the district falls into the blighted, neglected and under-utilized categories.

SECTION 4 – DESCRIPTION OF BLIGHTED AREA

The expanded urban renewal area described in this amended Plan incorporates most of the Central Business District. Within the district there are several older, single-story structures that have been retrofitted for offices and warehousing, numerous surface parking lots, and several vacant structures. Many of these structures are unsuited to their current uses because of age obsolescence and physical deterioration.

Montana‘s Urban Renewal Law (Montana Code Annotated Title 7, Chapter 15, Parts 42 and 43) provides the authority to declare the existence of blighted areas and to target them for improvements. “Blighted area” is defined in Section 7-15-4206(2), M.C.A., as follows:

> *[A]n area that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; substantially impairs or arrests the sound growth of the city or its environs; retards the provision of housing accommodations; or constitutes an economic or social liability or is detrimental*

or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:

- *(a) the substantial physical dilapidation; deterioration; defective construction, material, and arrangement; or age obsolescence of buildings or improvements, whether residential or nonresidential;*
- *(b) inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality;*
- *(c) inappropriate or mixed uses of land or buildings;*
- *(d) high density of population and overcrowding;*
- *(e) defective or inadequate street layout;*
- *(f) faulty lot layout in relation to size, adequacy, accessibility, or usefulness;*
- *(g) excessive land coverage;*
- *(h) unsanitary or unsafe conditions;*
- *(i) deterioration of site;*
- *(j) diversity of ownership;*
- *(k) tax or special assessment delinquency exceeding the fair vale of the land;*
- *(l) defective or unusual conditions of title;*
- *(m) improper subdivision or obsolete platting;*
- *(n) the existence of conditions that endanger life or property by fire or other causes; or*
- *(o) any combination of the factors listed in this subsection (2).*

The land being added to the Plan area includes 405 (Exhibit A) property tax codes plus a segment of centrally assessed BN Railroad property. The complete, expanded Urban Renewal Area will have 481 property tax codes plus the segment of BN Railroad property. Within that total area, and as noted in the 2006 approved Urban Renewal Plan, there are many "target areas" that should be immediately considered for redevelopment. The properties on N. Broadway between 4th Avenue North and 6th Avenue North will need additional parking to facilitate the construction of a Stockman Bank facility. The area adjacent to the Northern Hotel on North Broadway is in need of parking due to the closure of the privately owned parking structure in that area due to unsafe and blighted conditions of the structure. The area east of the Yellowstone County Courthouse Lawn is targeted for a new federal courthouse and will need additional parking and green spaces. The area between the new MET transit facility on N. 25th Street and to the east boundary of the East Billings Urban Renewal Area (N. 22nd Street) is in need of redevelopment that could include workforce housing and parking. The status of the Battin Federal Courthouse is still unclear. The facility is contaminated with asbestos and is destined to become vacant with the completion of a new federal courthouse and office building. This

vacancy will present a redevelopment opportunity in the near future. The area surrounding City of Billings Park IV contains many surface parking lots that could be developed if Park IV is sold to a private developer. This area lacks high-rise housing with mixed use occupancy on the first floor. The future use of the Lincoln Center is unclear and it could be a redevelopment opportunity if the school district ceases its administrative and continuing education functions in the building. The properties on 1st Ave. S. and Minnesota Avenue are not currently in a Historic District and values remain stagnant as compared to the Montana Avenue area. The redevelopment of the south side of the railroad tracks has not kept up with the redevelopment north of the tracks and should be a target area. Several properties located between Montana Avenue and 1st Avenue North are severely underutilized and in need of redevelopment. Without attention to some of this blight, over time, the value of the Montana Avenue redevelopment will most likely be negatively impacted.

SECTION 5 – DETERMINATION OF BLIGHT

The proposed expansion area of the North 27th Street District contains a number of underdeveloped properties. The Council previously determined that the property included in the North 27th Street District was "blighted" within the meaning of the Act in Resolution 05-18276 adopted June 13, 2005 and Resolution 06-18488, adopted September 25, 2006. The Redevelopment Area, including the portion that is to be expanded to form the Expanded North 27th Street District - 2008, was previously determined to be blighted and an appropriate area for an urban renewal project in Resolution No. 12107 dated January 5, 1976. Deficiencies in public and private properties located in the district lead to a determination that the area continues to be blighted, as defined by state statute. Specific areas of blight on the site are listed below:

Deficient Structures in Expanded Area

There are several buildings that are over 50 years in age and do not qualify as being historically significant. Many are in poor repair and may contain potentially hazardous asbestos and lead paint.

Deficient Public Facilities in Extended Area

The streets, curbs, gutters and sidewalks in much of the area are in satisfactory repair. However, sewer and water utilities in the area are aging and have required frequent repairs in recent years. Several parking lots generally do not meet code requirements for paving, striping and landscaping. Many of them are cracked and crumbling. The city owned parking ramps within the area, except for Park IV have extensive "waiting lists" and public parking for adjacent office and commercial structures continues to be inadequate. Demand for parking will continue and additional and expanded parking structures will be required to accommodate commercial growth.

Deficient Land Use in Extended Area

In general, the area is under-utilized due to the significant amount of surface parking areas and a large number of single-story structures. The taxable value of this district must be stabilized and encouraged to grow.

SECTION 6 – THE SITE AND ITS RELATIONSHIP TO THE CITY

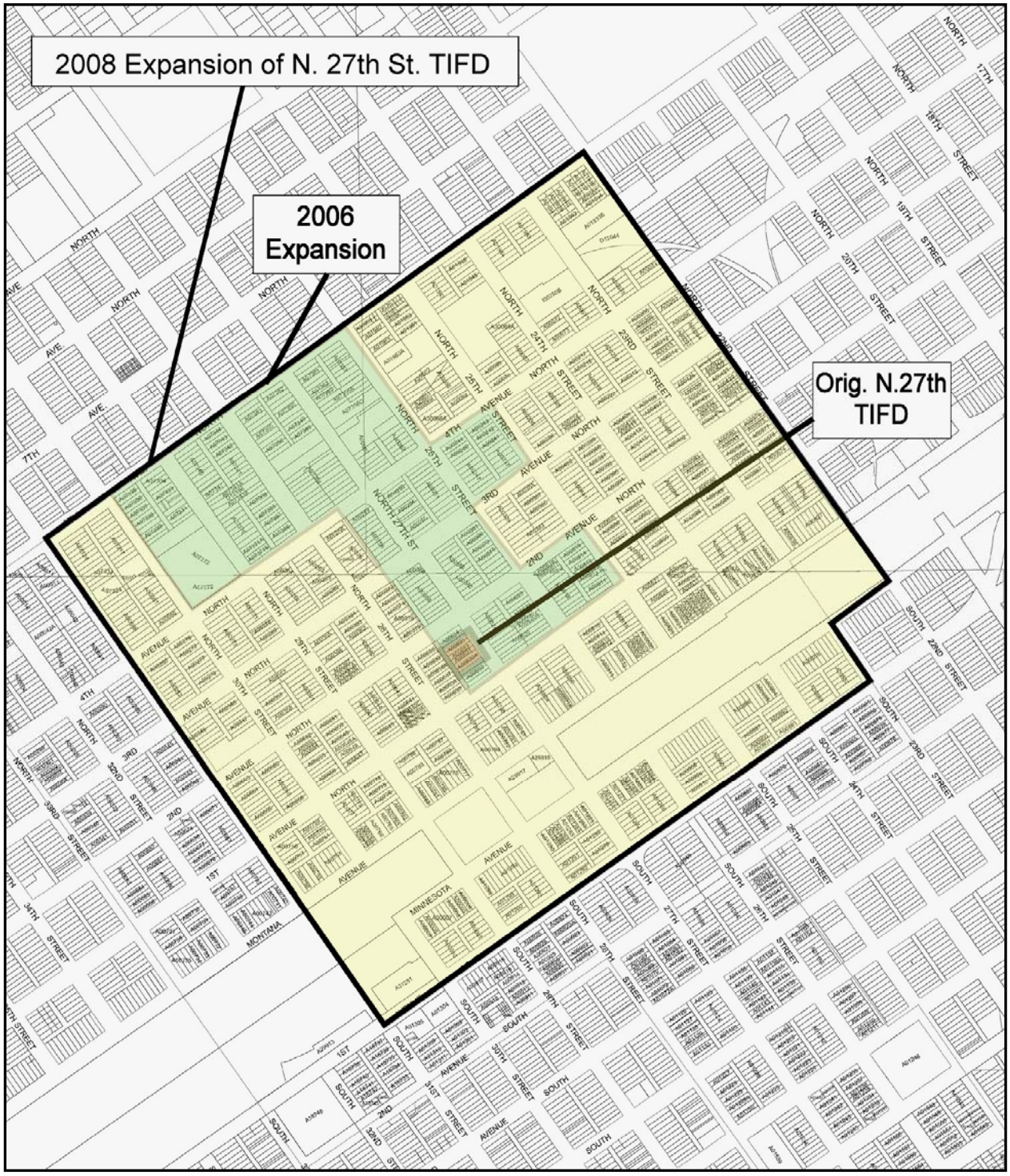
As noted, the expanded North 27th Street Urban Renewal Area comprises most of the Central Business District (CBD) of the City of Billings.

SECTION 7 – LEGAL DESCRIPTION

The legal description of the proposed Expanded North 27th Street District – 2008 is as follows:

Beginning at a point at the intersection of the centerlines of 6th Avenue North and North 31st St. proceeding east along the centerline of 6th Ave. North to a point at the intersection of the centerlines of 6th Avenue North and N. 22nd Street proceeding south along the centerline of North 22nd Street, crossing the centrally assessed Burlington Northern Railroad property, to a point at the intersection of South 22nd Street and Minnesota Avenue proceeding west along the centerline of Minnesota Avenue to a point at the intersection of Minnesota Avenue and South 23rd Street proceeding south along the centerline of South 23rd Street to a point at the intersection of South 23rd Street and 1st Avenue South proceeding west along the centerline of 1st Avenue South to a point at the intersection of the centerlines of 1st Avenue South and South 31st Street proceeding north along the centerline of South 31st Street, crossing the centrally assessed Burlington Northern Railroad property, to the starting point at the intersection North 31st Street and 6th Avenue North encompassing all parcels and tax codes therein, all inclusive.

Map of entire Expanded N. 27th District



SECTION 8 – PROPERTY DEVELOPERS

New development in the proposed tax increment district will also be accomplished through the implementation of the Downtown Framework Plan. These Projects are described in Section 2 of this plan.

SECTION 9 – PROJECT RELATIONSHIP TO THE FRAMEWORK PLAN

The proposed urban renewal area and expanded tax increment district is located generally in the center of the City and encompasses most of the "districts" as defined by the Billings Framework Plan ("Framework Plan"). One goal of the Framework Plan was to remove barriers to downtown circulation and development created by 4th Avenue North and 6th Avenue North and establish the area between the avenues as both a discreet district and a recognized extension of the CBD, thereby allowing potential ties to the medical corridor and MSU-Billings from the CBD. Generally, the Framework Plan stressed the downtown's ability to make a positive impact on the entire city. The Framework Plan also recommended a private non-profit organization to assist the City of Billings with the management of the Tax Increment District through an annual work plan and contract. This Expanded N 27th Street District may be managed in a similar manner and could make use of the redevelopment and facilitation established through that management entity.

Framework Plan Recommendation: Housing

The Framework Plan states that housing should be a top priority and that the City should continue to work with builders and developers to encourage downtown housing through various methods. Specifically, the plan states that high-rise housing is to be located in the east transition zone and portions of the north transition zone.

The formation of an expanded tax increment district will help to raise funds that can be used for construction or rehabilitation of public infrastructure necessary to attract and retain housing in the area.

Framework Plan Recommendation: Priorities

The top priorities identified in the Framework Plan include the following:

- Development incentives, including business retention and recruitment
- Housing – demonstration projects
- Streetscape Kit of Parts – expand kit to include Minnesota Avenue
- Events Kit of Parts – Modern and safer traffic control devices may be needed
- Paring configuration adjustments – several one-way streets could be converted to 2-way
- 5th Avenue North Corridor preservation and enhancement

This amendment to the Plan and the urban renewal projects that it contemplates specifically address all six of these priorities.

SECTION 10 – CONFORMANCE TO THE GROWTH POLICY

One of the requirements of Montana's Urban Renewal Law (Title 7, Chapter 15, Parts 42 and 43) is that the urban renewal plan must conform to the community's growth policy. The Yellowstone County and City of Billings Growth Policy ("Growth Policy") refers to and promotes downtown redevelopment in a variety of ways. This amendment to the Plan is consistent with the current Growth Policy.

SECTION 11 – CERTAIN PLAN FEATURES AND FINANCIAL MATTERS

Section 7-15-4217, M.C.A., of the Act requires cities to make certain findings when they adopt an urban renewal plan and approve Urban Renewal Projects. These are addressed below:

1. Most of the District contains no existing dwelling units or housing, and planned projects would not displace any persons from housing. Accordingly, there is no need to have a workable and feasible plan for substitute housing until and unless such a project is developed in the future.

2. This amended Plan conforms to the Growth Policy for the City as a whole and to the

Framework Plan.

3. This Modified Plan affords maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment of the Expanded North 27th Street District by private enterprise. It is unreasonable to expect that the district will be remain stabilized and/or redeveloped without substantial public support. Numerous properties within the area are dilapidated. As presently constituted, property in the district is not conducive to any sort of uniform or integrated development and, as presently existing, cannot compete with other areas of the City for substantial developments, particularly areas at the outskirts of the City. Experience has validated the foregoing facts and observations. This amended Plan is intended to facilitate the identification and construction of significant Urban Renewal Projects, which would not be possible without this Plan.

4. A sound and adequate financial program exists for financing projects, which include the sale and issuance by the City of the Bonds in an amount not to exceed the costs of the project, including administration costs and costs of issuance of the Bonds. Any approved Development Project will require commitments of substantial private financing that will provide the primary means for funding construction of the improvements.

5. This Expanded N. 27th Street District - 2008 may be modified at any time by the City Council as necessary to eliminate and prevent the development or spread of blighted areas, and encourage urban rehabilitation. The process for plan modification shall follow the procedures set forth in 7-15-4212 through 7-15-4219 MCA, with respect to initial adoption of this plan. For purposes of urban renewal district boundary changes only, the notice of public hearing, as described in 7-15-4215 MCA, may be mailed only to those owners whose properties are situated within the area of expansion or contraction of the Urban Renewal District boundaries. In cases where the boundaries are not modified, but the contents of the urban renewal plan are substantially modified, notification shall be mailed to all owners of property within the Urban Renewal District area.

SECTION 12 – TAX INCREMENT

Tax increment financing is necessary to encourage private reinvestment within the District, which will further encourage economic growth in the District and Downtown Billings, create substantial employment opportunities, and increase the tax base of the City and other taxing jurisdictions. The expanded North 27th Street District is hereby established as a tax increment financing urban renewal area within the meaning of the Act, and, in particular, Section 7-15-4282 through 7-15-4293 of the Act. This Section constitutes a tax increment provision within the meaning of the Act. In connection therewith:

1. For the purpose of calculating the incremental taxable value each year for the life of the district, the base taxable value shall be calculated as current base taxable value of the district plus the base taxable value of all real and personal property added to the district by this amended plan and as show in Exhibit B as of **January 1, 2008.**

2. The City is hereby authorized to segregate the tax increment derived in the district and use and deposit such increment into the tax increment fund of the district for use as authorized by the Act and as authorized herein from time to time, including, without limitation, pledging the tax increment to repayment of Bonds.

3. The tax increment received from the district may be used to pay directly costs of an approved Development Project as may from time to time be approved by the Council. The Council also hereby authorizes the use of tax increment in the district to pay debt service on Bonds issued to finance a portion of the costs of these Development Projects, and costs associated with the sale and security of such Bonds in compliance with the Act, subject to any limitations imposed by the Montana Constitution and federal law.

4. The tax increment provision of the district will terminate upon the latter of:
   a. The fifteenth (15th) year following the original creation of the district; or
   b. The payment or provision for payment in full or discharge of all Bonds, and the payment of interest thereon, for which the tax increment has been pledged.

After termination of the tax increment provision, all taxes shall continue to be levied upon the actual taxable value of the taxable property in the district, but shall be paid into funds of the taxing bodies levying taxes within the district.

SECTION 13 – CONCLUSIONS

The creation of this expanded North 27th Street Urban Renewal District will have a positive impact on Downtown Billings and no impact on the total taxable value flowing to the taxing entities from the now expired 1975 Urban Renewal District.

Expansion of the North 27th Street District is an essential first-step in completing what may be a number of urban renewal projects. If completed, mixed use projects approved within the first two years could stimulate over $30 million in new construction, and possibly as much as $15 million in re-sales and redevelopment. Approximately 500 new employees and new downtown residents could be located on the commercial and upper floors of possible mixed use projects. Thus, expansion of the district, in addition to further stabilizing the tax base, eliminating blight and providing renaissance to the CBD, will also bring new employees and residents to the CBD.

Mixed use development within the Expanded District ties in favorably with and actually stimulates the remodeling plans that are currently underway for several downtown properties. Additionally, like any major new development, the anticipated Stockman Bank construction at 4th Avenue North and North Broadway will have a stimulating effect on the surrounding area. Specific examples of this are:

1. It will tie the CBD to the medical corridor located immediately to the north of the development.
2. The Billings Clinic has purchased the Underriner property to the north and west of the Library. The Clinic's plans at this point have not been determined; however, the development proposed in this amended Plan will enhance and encourage future development by this group.

3. The Framework Plan encourages the development of the 5th Avenue North corridor. An enhanced Library, as accomplished by projects described in this Plan, will provide an excellent entrance to this corridor.
4. Future redevelopment and revitalization of structures like the Northern Hotel and the Babcock Theatre Building are enabled by this district.
5. This expanded district may assist with the completion of and continued modernization of City owned downtown parking structures.

In conclusion, expansion of the North 27th Street Urban Renewal District to include the property described in this amended Plan will have a positive effect on the CBD and the City.

RESOLUTION NO. 18-10750

A RESOLUTION OF THE CITY OF BILLINGS FORMING A POLICY FOR THE ADMINISTRATION OF URBAN RENEWAL AREAS OR DISTRICTS (URD) IN THE CITY.

WHEREAS, MCA, Title 7, Chapter 15, Part 42, Section 51 declares: General powers of municipalities in connection with urban renewal. Every municipality shall have all the power necessary or convenient:

(1) To carry out and effectuate the purposes and provisions of this part and part 43;

(2) To undertake and carry out urban renewal projects within the municipality, to make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this part and part 43, and to disseminate blight clearance and urban renewal information;

(3) To organize, coordinate, and direct, within the municipality, the administration of the provisions of this part and part 43 as they apply to such municipality in order that the objective of remedying blighted areas and preventing the causes thereof within such municipality may be most effectively promoted and achieved and to establish such new office or offices of the municipality or to reorganize existing offices in order to carry out such purpose most effectively;

(4) To exercise all or any part or combination of powers granted in this part or part 43; and

WHEREAS, the City of Billings reviews and adopts Urban Renewal Plans for each of its Urban Renewal Districts, and those Plans specify goals for each Urban Renewal District; and

WHEREAS, the City of Billings may establish local policies that guide the establishment, operations, funding and governance of urban renewal districts; and

WHEREAS, development of TIF (Tax Increment Financing) Policies would be in the best interest of the City.

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

That the City Council now makes and adopts the following TIF Policy:

CITY OF BILLINGS TAX INCREMENT FINANCE POLICY

1. PERMITTED USES OF TIF FUNDS. TIF funds may be used for costs outlined in MCA, Title 7, Chapter 15, Part 42, Section 88. Urban Renewal Plans adopted by the City may limit what TIF funds may be spent on in any Urban Renewal District. Eligible costs may include, but are not limited to:
   a. Land acquisition and assemblage, demolition and removal of structures, relocation of occupants, analysis to determine needs of an urban renewal area, administrative cost for redevelopment activities.
   b. Public infrastructure, including, but not limited to: streets, storm drains, parking, public buildings, water and sewer lines, sidewalks, utility connections.
   c. Private infrastructure with public benefit, including, but not limited to, building façades, windows, doors, fire suppression or alarm systems, storm drainage, environmental remediation, parking, and ADA access.

2. FINANCIAL ASSISTANCE THROUGH TIF. All financial assistance must be approved by the City Council prior to any activity receiving funding. Financial assistance should be requested prior to beginning construction. All activity (design and construction) must be completed prior to issuance of TIF funds from the City Finance Department. Financial thresholds and assistance tools are as follows:
   a. A minimum of $\geq$ $5 of private investment for every $1 of public investment is the preferred threshold to be met for each TIF application. The City Council reserves the right to approve any application that does not meet this minimum. The City Council also may make exceptions for projects of less than $100,000, and for publicly owned projects, properties or facilities.
   b. Grants may be made for uses listed in Part 1 above benefitting any government owned-land or buildings and for profit and non-profit businesses.
   c. Bonding may be available at the discretion of the City Council.
   d. All TIF grants will be formalized by a development agreement that must be signed by the grantee before the City will reimburse eligible expenses.

3. URD MANAGEMENT. Each URD in the City of Billings will be managed as follows:
   a. Each URD should maintain a non-profit advisory board to make recommendations to the City Council regarding TIF expenditures. Unless specifically authorized by a Memorandum of Understanding (MOU) referenced in 3(b) below, a majority of board members must own or lease property within the district, or must represent such owner or lessee, and may include representation from residential or commercial property owners or lessees. Advisory Boards must carry insurance for their members and provide proof of insurance to the City.
   b. A MOU must be executed between the advisory board and the City Council that defines the board's roles, responsibilities, authority, and processes, including for hiring and maintaining board support staff. The MOU must

contain language addressing conflict of interest situations for board members whose property may directly benefit from a TIF expenditure and for board support staff. The MOU also must include language that if there is the appearance of a conflict of interest the issue will be reviewed by City legal staff before moving forward.

c. Training for all URD advisory boards will be conducted biannually in coordination with City staff and URD support staff. The training must include, but is not limited to: review of URD and TIF laws, Administrative Rules, ethics, conflicts of interest, meeting management, and maintenance of minutes and records.

d. URD financial reporting will be consistent across all URDs and be set by coordination between the City Finance Director and the Planning and Community Services Director, and URD support staff.

e. TIF application review and City Council staff report preparation will be conducted by the Planning and Community Services Department Director, in coordination with the Assistant City Administrator, Finance Director, and URD support staff.

PASSED by the City Council and APPROVED this 9th day of July, 2018.

CITY OF BILLINGS

BY: William A Cole
William A. Cole, Mayor

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

ATTEST

BY: Denise R. Bohlman
Denise R. Bohlman, City Clerk

Downtown Billings Partnership At Large Members		
PRESENT: Marguerite Jodry	James "Andy" Patten	Joni Harman (via phone)
Chris Montague		
ABSENT: Steve Tostenrud	Steve Wahrlich	Sam Merrick
Ethan Kanning		
Partners		
PRESENT: Jock West	Janna Hafer	Wyeth Friday
Katy Easton (via phone)	Sean Lynch	Matt Blakeslee
ABSENT: David Fishbaugh	Ignacio Barron Viela	Steve Arveschoug
Commissioner Dennis Pitman	James Chandler	
Staff and Guests		
Mehmet Casey	Max Griffin	Janine Griffin
Jenny Ross	Laura Morledge	

1) Call to Order – Introductions, Courtesies, and Public Comments (3 min. limit) Mr. Patten called the meeting to order at 7:45 AM.

2) Regular Agenda:

a. Minutes – October 22, 2021 meeting minutes, vote to approve minutes: Sean Lynch made a motion to approve the October 22, 2021 Meeting Minutes which was seconded by Chris Montauge. All were in favor and none opposed.

b. Presentations:

i. 2316 1st Ave N Apartments - Max and Janine Griffin - Mr. Griffin provided an overview of both phase one and phase two. Phase one will include a five story structure, with a minimum of 32 residential units; they plan to have 22 private garages with a total of 37 parking spaces available. He shared an overview of the intention to build the new facilities with minimal resources for cost effectiveness and an overview of the multi-use area with hopes to have smaller events. They shared that the projected rental price range is from $1,800 to $2,300. Mr. Griffin expressed the significance of adding more residential units downtown but that when a developer is not rehabilitating an existing structure, the cost of land downtown is challenging for a new development.

Mr. Lynch is a strong believer in such projects and thought these projects ought to be considered for TIF funding because of the return into the TIF District and the additional benefits a property of this calibur will bring to downtown. Mr. Lynch also believed this site is currently blighted and that this new development will drive further investments in the surrounding area. He admired the risk they are taking by bringing new development downtown.

Ms. Hafer inquired about how the two phases will work and the presenters confirmed that at this time, they were only asking for assistance with Phase One. Mr. Griffin confirmed that they currently did not have additional public dollars in this project. Mr. Griffin shared that if there is approval from City Council, they will start construction next summer with completion in 2024. The Board asked about the

qualified expenses listed on the financial budget. Mr Griffin explained that this budget is based on historical projections but that they are planning to fund an engineering design that will provide accurate bids. Mr. & Ms Griffin departed.

3) Action Items

a. **2316 1st Ave N Apartments:** Mr. Lynch made a motion to recommend a grant not to exceed $1,693,050. Mr. Montage sendonded. The Board discussed the project's merits, the TIF Fund's capacity, the disbursements term, and qualified expenses to focus on. A discussion ensued about how this is a first of its kind in terms of new developments in general or a housing project in particular. While it is a larger request than usual, it complies with the City's TIF Resolution in regards to the preferred threshold of private to public dollars as well as having a compelling amount of qualified expenses. Not to mention that this is a private project so a development of this size will contribute tremendously to the District's health especially with recent acquisitions of buildings by nonprofits and the public sector. Furthermore, it lines up with the Urban Renewal Plan and DBA's Strategic Plan. Moreover, the DBP Board had prioritized multi use developments that include housing, business activity, enhance safety and offer connectivity to the surrounding neighborhood. This development will energize 1st Ave N, Montana Ave, and other nearby streets east of N 27th St. Mr. Lynch was hopeful that this project is accepted because the Griffins are local and continue to invest in this community. The Board was hopeful that this project will encourage and spur other similar projects.

   All were in favor; none were opposed and the motion carried.

b. Mr. Casey presented on behalf of the Historic Montana Avenue Association (HMAA) because this request is unusual but qualified. HMAA is a group of business and property owners located on Montana Avenue. They meet monthly and discuss among themselves ways to improve safety, beautification, and accessibility. Mr Casey reported they have engaged with MDT and City staff and have received approval to install one couplet of pedestrian activated flashing beacons on the intersection of N 25th Street and MT Avenue. Mr. Casey shared an overview of other projects that this group plans to accomplish in the near future. MDT also plans to do some improvements to Montana Ave by the end of 2023. He shared that the estimated cost for the flashing beacons is $15,000. Because this is purely an infrastructure improvement of street signage designed to offer a safer pedestrian experience, the request is for a 100% reimbursement. Mr. Lynch supported this but asked if this is something that the DBP or the City can receive a reimbursement of from the State at a later date since this is a State highway. Ms. Hafer made a motion to approve and to ask the State for reimbursement if this is something feasible. Mr. West seconded.

   All were in favor and none were opposed. Motion carried.

4) Staff Update/Financials - Mr. Casey shared an update on a couple of TIF applications

that have not been executed yet being the Burger Dive and Montana Rescue Mission. They were supposed to be signed 90 days after City Council approval but due to a multitude of sources of funding that are each contingent upon each other, we were not able to settle on completion dates to be stated in the agreements, which in turn trigger when reimbursements take place. He believed that these will likely need to go back to City Council to be at least on the Consent Agenda to extend the execution deadlines.

Mr. Casey also shared an overview of the TIF Forecast and discussion was had about buildings that will no longer contribute to the TIF Fund and the importance of projects such as The Griffin Apartments Development located at 2316 1st Ave N and other future buildings that will add back to the TIF District and ultimately the City when the District sunsets.

5) Old Business/New Business - None was discussed at this time.

6) Partner reports

a. **City of Billings -** Mr. Friday reported that the Public Safety Mill Levy passed and that they are currently working on the allocation of the funds which is being led by Mr. Kukulski. They are also working on scheduling orientation for new and current Council. In addition, the CIP is scheduled to go to Council on 12/13/21.
b. **Downtown Billings Association** - There is a DBA board meeting next week.
c. Yellowstone County
d. **Business Improvement District -** Mr. Casey shared that the Holiday parade is next week, and the DBA is implementing the free parking downtown on Thanksgiving Day through the end of the calendar year. He also shared an overview of Holiday Stroll on 12/3/21, he shared that the BID is still working with the city on securing a location for The Portland Loo.
e. **School District 2** - They are hoping they can lift the mask mandate for the second semester of school provided the trends continue to go down and the vaccination rates continue to go up for ages 5-11 knowing that they will never be at 100%.
f. **Billings Cultural Partners** - Mr. Blakeslee shared that they are hosting a holiday gathering.
g. Big Sky Economic Development
h. Billings Parking Board
i. **Downtown Billings Property Owners Association -** They have to have their annual meeting and they need to send a notice out still.

7) Adjourn by 9:00 a.m. - Mr. Patten Adjourned the meeting at 9:05 AM