****ATTENTION****

The City Council meeting will be held in a hybrid format that may include both in-person AND virtual attendance via Zoom. Unless they have cause to appear virtually, Councilmembers will attend the meeting in person in Council Chambers, second floor of City Hall, 220 N. 27th Street. 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: 834 5674 4040
Passcode: 415494
Or join by phone: US: +1-253-215-8782

Please contact Denise Bohlman, City Clerk, at bohlmand@billingsmt.gov, or at 406.657.8210, with any questions.

CITY OF Billings

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

CITY COUNCIL
REGULAR BUSINESS MEETING
AGENDA

COUNCIL CHAMBERS | MAY 9, 2022 | 5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Tidswell

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

MINUTES:

- April 25, 2022 - PENDING

COURTESIES:

PROCLAMATIONS:

- Head Start - 50th Anniversary
- Building Safety Month
- Mental Health Awareness Month

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1 AND 5 ONLY. Speaker sign-in required. (Comments are limited to three (3) minutes or as set by the Mayor. Please sign the roster at the cart located at the back of the Council chambers or at the podium. Comments on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For items not on this agenda, public comment will be taken at the end of the agenda.)

1. CONSENT AGENDA -- Separations:

A. Bid Awards:

1. **2022 2WD Tractor/Mower.** (Opened 4/19/22) Recommend Torgerson's, LLC; $89,825.
2. **W.O. 20-41: Landfill Gas Collection System Lift One.** (Opened 4/19/22) Recommend KLE Construction; $789,380.
3. **West Taxilane Extension Project.** (Opened 4/19/22) Recommend Knife River - Billings; $810,358.50.

B. **Agreement** with PlotBox for Cemetery records management software; $44,000.

C. **Consultant Agreement** with Kittleson & Associates for 2023 Long Range Transportation Plan update; not to exceed $269,801.

D. **Professional Engineering Services Agreement** with Morrison-Maierle, Inc.

E. **Purchase** 2022 Tracked Excavator from Tractor & Equipment; $101,872.08.

F. **Federal Highway Administration Grant** for Inner Belt Loop and Skyline Trail; $11,656,765.

G. **Preliminary Subsequent Minor Plat** of St. Vincent Health Subdivision, located near the northeast intersection of Saint Mary Way and King Avenue West; SCL Health, owner; Sanderson Stewart, agent. ** Quasi-Judicial*

H. **Preliminary Subsequent Minor Plat** of St. Vincent Health Subdivision, located on Henry Chapple Street between Monad Road and Saint Vincent Way; SCL Health, owner; Sanderson Stewart, agent. ** Quasi-Judicial*

I. **Amendment** to Subdivision Improvement Agreement for Lake Hills Subdivision.

J. **Resolution** amending the boundaries of SILMDs 13 and 14 and approving lighting transfer agreement with Billings Clinic.

K. **Second/Final Reading Ordinance** amending Sections 7-2024, 7-2034, 7-2043, 7-2052, 7-2058, and 7-2063, Billings, Montana City Code (BMCC), to change the minimum age requirements for employees of marijuana businesses.

L. **Second/Final Reading Ordinance** expanding Ward V (Annexation 22-01):a parcel located north of Zoo Drive and west of Shiloh Road.

M. **City Council Strategies and Priorities Adoption.**

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

1. April 5, 2022
2. April 11, 2022

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

SPECIAL PRESENTATION:

Continuum of Care.

- *Presented by: Kari Boiter, Yellowstone County Continuum of Care*

No action necessary.

REGULAR AGENDA:

2. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Ordinance 21-5783, Zone Change 1000. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

   - *Presented by:* Karen Husman, Planner I

   Recommended Motion: Having conducted a public hearing, considered written and spoken testimony, I move to approve the amendment to Ordinance 21-5783, as recommended by staff.

3. **PUBLIC HEARING AND SECOND/FINAL READING ORDINANCE FOR ZONE CHANGE 1008:** a zone change near the intersection of Shiloh Road and Zoo Drive. Zoning Commission recommends approval and adoption of the 10 criteria. (Action: approval or disapproval of Zoning Commission recommendation.) **Quasi-Judicial*

   - *Presented by:* Karen Husman, Planner

   Recommended Motion: Having conducted two public hearings, considered written and spoken public testimony, I move to approve the second reading for Zone Change 1008, and adoption of the findings of the 10 criteria, as approved by City Council on first reading April 25, 2022.

4. **PUBLIC HEARING AND SECOND/FINAL READING ORDINANCE FOR ZONE CHANGE 1012:** housekeeping amendments to the new zoning code. Zoning Commission recommends approval and adoption of the findings of the 10 review criteria. (Action: approval or disapproval of the Zoning Commission recommendation.)

   - *Presented by:* Nicole Cromwell, Zoning Coordinator

   Recommended Motion: Having conducted two public hearings, considered written and spoken public testimony, I move to approve second reading for Zone Change 1012, and adoption of the findings of the 10 criteria, as approved by City Council on first reading April 25, 2022.

5. **COUNCIL SUB-COMMITTEES DISCUSSION.**

   - *Presented by:* Chris Kukulski, City Administrator

   No action required.

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.

~ ~ ~

City Council Regular

Date:	05/09/2022
Title:	2022 2WD Tractor/Mower, Bid Award
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council approves the purchase of a 2022 tractor/mower from Torgerson's LLC in the amount of $96,325 less trade of unit #1227 for $6,500 for a net total of $89,825.

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

The purchase of the 2022 tractor/mower is approved for replacement in the FY22 Equipment Replacement Plan (ERP) and FY22 Street and Traffic budget. The tractor is used to mow non-irrigated rights-of-way adjacent to City owned or maintained property, including ditch banks.The 2022 tractor/mower was advertised on April 1st and April 8th, 2022, in the *Yellowstone County News* and on the City's website. Bids were opened on April 19th and three bids were received with one missing a bid security bond. Torgerson's, LLC submitted the lowest, responsible bid.

ALTERNATIVES

City Council may:

- Approve purchasing the 2022 tractor/mower; or,
- Not approve the purchase. If not approved, employees will continue to be subject to dust and debris while mowing during windy and dry conditions due to not having a cab on the current tractor. Inefficiencies created by lower travel times to and from jobsites and diminished quality from utilizing improper equipment for mowing ditch banks will continue.

FISCAL EFFECTS

The City received three bids for the 2022 tractor/mower as shown below:

Vendor	Base Price	Trade	Net Price
Normont Equipment	$96,045.00	$0.00	$96,045.00
Torgerson's, LLC	$96,325.00	$6,500.00	$89,825.00
C & B Operations	Non-responsive bid		

The 2022 tractor/mower was budgeted in FY22 using Street Maintenance District funds. The amount budgeted was $86,000. The price is higher than budgeted and the shortfall will be funded by savings realized on other equipment purchased in FY22.

City Council Regular
Date: 05/09/2022
Title: W.O. 20-41, Landfill Gas Collection System Lift One, Bid Award
Presented by: Debi Meling
Department: Public Works
Presentation: No
Legal Review Not Applicable

RECOMMENDATION
Staff recommends the City Council award a contract for W.O. 20-41, Landfill Gas Collection System Lift One, to KLE Construction in the amount of $789,380.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
W.O. 20-41, Landfill Gas Collection System Lift One, is intended to construct horizontal gas collection piping in the areas of the landfill that are actively being filled (also known as the "open cells"), as well as a 16-inch pipe that will transfer landfill gas from the gas collection piping to the landfill gas compliance flare. The landfill gas compliance flare is currently in the process of being advertised for procurement under a separate work order. This project represents the first of three layers filled as part of ongoing landfill operations. Gas collection piping will be added in the subsequent layers of the landfill under separate work orders in the future, which will occur over a period of one to five years as waste is continually being added in this active portion of the landfill.

The intent of this project is to meet environmental regulatory requirements under the Title V air quality permit issued by the Montana Department of Environmental Quality (MDEQ). As organic wastes decompose over time, a natural byproduct is created known as Landfill Gas (LFG). LFG is composed largely of methane and carbon dioxide, as well as a small amount of non-methane organic compounds. During a recent gas monitoring project, it was discovered that the landfills open cells are operating outside the emissions limits established by the EPA and MDEQ.

The project was advertised on April 1, April 8, and April 15, 2022, in the *Yellowstone County News* and on the City's website. Bids were opened on April 19th and four bids were received. KLE Construction submitted the lowest, responsible bid.

ALTERNATIVES
The Council may:

- Award W.O. 20-41, Landfill Gas Collection System Lift One, to KLE Construction in the amount of $789,380; or
- Not award a contract and reject all bids. If the project is not awarded, the landfill will continue to produce gas emissions that are in excess of the environmental regulation limits, and the City may be subject to fines.

FISCAL EFFECTS
The following bids were received:

Contractor	Base Bid
KLE Construction	$789,380.00
SCS Field Services	$1,051,580.00
Western Municipal Construction	$1,196,200.00
Advance One Development,LLC	$1,461,950.00

The low bid is $789,380 and there is adequate budget in the FY22 Solid Waste Landfill Fund for this project. Over time, the cost of these improvements will be covered by income generated by the production and sale of natural gas.

City Council Regular

Date:	05/09/2022
Title:	Approval of the Award with Knife River - Billings for the Airport's West Taxilane Extension Project
Presented by:	Shane Ketterling, Assistant Director of Aviation and Transit
Department:	Airport
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that the City Council approve and award the Airport's West Taxilane Extension Project to Knife River - Billings for $810,358.50.

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

In 2016, the Airport's staff started developing a future hangar site on the west end of the Airport to accommodate larger corporate style hangars, which the Airport lacked space for. The Airport invested in this plan and constructed a new 550 foot taxilane and developed the east side of that taxilane by installing 33,000 square feet of aircraft parking ramp, 1,400 feet of access roads, and 600 feet of water main lines. Due to a number of economic factors, including the COVID pandemic, the site has sat dormant for the past five years. Recently, there has been a lot of interest from companies wanting to build larger 120' x 100' commercial hangars in this area. The existing 550 foot taxilane that was constructed in 2016 will only serve three of the four new large hangars that are scheduled to be built this coming Summer. In order to accommodate additional hangar sites, approximately 325 feet of new pavement, drainage, and culverts will need to be added onto the existing taxilane to the south, which will allow the Airport to provide room for another six large hangars. Developable land at the Airport is becoming less available and with the increased building activity for large aircraft hangars, this taxilane extension is needed for future growth and development.

This project was advertised in the *Yellowstone County News* on April 1, 8, and 15, 2022, and posted on the City and Airport's Websites. On April 19, 2022, the following bid was received:

CONTRACTOR	BID
Knife River - Billings	$810,358.50

Although the Airport only received one bid on this project, it came in under the Engineer's estimate of $876,929.

ALTERNATIVES

City Council may:

- Approve the award of the West Taxilane Extension Project to Knife River - Billings for $810,358.50; or
- Decline to approve the award, reject the bid, and delay the project.

FISCAL EFFECTS

The bid for this project is $810,358.50. This project will be funded 90% with Federal Aviation Administration (FAA) Airport Improvement Program (AIP) entitlement grant funds and 10% with local match funds. The FAA's grant funding will be $729,322.65 and the City's local match will be $81,035.85. The local match funds are budgeted and available in the Airport's Capital Account.

Attachments

file:///Z:/Kevin/1.5%20CONTRACT-KR.pdf

Section 1.5 Contract

THIS CONTRACT, made as of _____ by and between the City of Billings, hereinafter called the OWNER, and Knife River-Billings hereinafter called the CONTRACTOR.

WITNESSETH THAT, whereas the OWNER intends to construct improvements at Billings Logan International Airport, AIP Funded West Taxilane Extension consisting of:

AIP FUNDED WEST TAXILANE EXTENSION
Schedule 1 – West Taxilane Extension

hereinafter called the PROJECT, in accordance with Drawings, Specifications and other Contract Documents prepared by **Morrison-Maierle,** hereinafter called the ENGINEER, and as such designated by the parties hereto as an agent for the OWNER to protect the interests of the OWNER and to insure that the CONTRACTOR's work is done in full compliance with the terms of this CONTRACT.

NOW, THEREFORE, the OWNER and the CONTRACTOR, for the considerations herein set forth, agree as follows:

THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete, in a workmanlike manner, all work required for the construction of the Project included in the following units and items of the Proposal in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract:

A. CONTRACT TIME: Work under this Contract shall be commenced upon written Notice To Proceed and shall be completed within the specified calendar days of the commencement of the Contract Time as specified in the Special Provisions.

B. LIQUIDATED DAMAGES AND ACTUAL DAMAGES: Subject to the provisions of the General and Special Provisions, the OWNER shall be entitled to be paid by the Contractor for liquidated damages, actual damages and damages for additional engineering services as specified in the Special Provisions and as referenced in the "Bid Proposal Packet". (See attached "Acknowledgement of Liquidated Damages" form.)

C. LOBBY DISCLOSURE: As a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code, the Contractor agrees to provide Certification of Disclosure of Lobbying activities and shall require that the language of this certification be included in the award of documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly. (See attached "Disclosure of Lobbying Activities" form.)

D. SUBCONTRACTORS: The CONTRACTOR agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between subcontractor and the OWNER.

E. CONTRACT PRICE: THE OWNER AGREES to pay, and the CONTRACTOR agrees to accept, in full payment for the performance of this Contract, the Contract amount of Eight hundred

ten thousand three hundred fifty-eight and 50/100 Dollars ($810,358.50) based on the prices stipulated in the Proposal and in accordance with the provisions of the Contract Documents.

F. PAYMENT PROCEDURES: Progress payments will be made in accordance with the General Conditions and Special Provisions.

G. CONTRACT DOCUMENTS: The term "CONTRACT DOCUMENTS" as used herein shall mean and include the "GENERAL CONDITIONS" hereto attached, all of which are by this reference incorporated into and made a part of this Contract. In the event any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

a. Contract (This Instrument)
b. Performance and Payment Bonds
c. Addenda to Contract Documents (List): N/A
d. Legal and Procedural Documents:
    1. Proposal
    2. Proposal Guaranty
    3. Instructions to Bidders
    4. Invitation to Bid
e. Special Provisions
f. Drawings (List Sheet Numbers): 8
g. Technical Provisions
h. General Conditions

H. AUTHORITY AND RESPONSIBILITY OF THE ENGINEER: The ENGINEER shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specification, and all questions as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR. In acting in this capacity under this Contract, the ENGINEER is acting as an agent for the OWNER to protect the interest of the OWNER. ENGINEER will endeavor for the benefit of the OWNER to determine, in general, if the work is proceeding in accordance with the contract documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. ENGINEER'S efforts will be directed toward providing for owner a greater degree of confidence that the completed work will conform generally to the contract documents. This service does not include direction or supervision of the CONTRACTOR's employees, agents or subcontractors, or the inspection of any of the equipment, installations, temporary shoring, or any other of the CONTRACTOR's operations or those of his subcontractor, to safeguard their agents or public employees or the general public, or to prevent damage to public or private property, these being the sole responsibility of the CONTRACTOR.

I. SAFETY PROVISIONS: It is a condition of the Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that the CONTRACTOR and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety, as determined under construction safety and health standards. Title 29 Code of Federal Regulations, Part 1518, 36 F.R., 7340, promulgated by the United States Secretary of Labor in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, 82 Stat. 96.

J. LABOR PROVISIONS: The labor provisions of Section 1.8 A10 Davis Bacon

Requirements are hereby made a part of this contract.

K. SUCCESSORS AND ASSIGNS: This contract and all of the covenants hereof shall insure to the benefit of, be binding upon the OWNER and the CONTRACTOR respectively, and his partners, successors, assigns, and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign or transfer his interests or obligations hereunder without written consent of the other party.

L. ATTORNEY'S FEES: In the event either party engages the services of an attorney to enforce any provisions hereof or to secure payments, the prevailing party shall receive from the other party all costs, charges and expenses, including reasonable attorney's fees.

M. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: (Applies to all Construction Contracts in excess of $10,000): During the performance of this contract, the contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise

provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

N. AFFIDAVIT OF AMOUNTS PAID DBE PARTICIPANTS: Upon completion of the project, the Bidder agrees to complete the attached "Affidavit of Amounts Paid DBE Participants" indicating actual DBE firms used, a description of utilization, and the amount paid each DBE firm. (See Forms Appendix, make copies as needed, complete and provide to project engineer.) IN WITNESS WHEREOF, the parties have made and executed this Contract this day and year first above written.

CITY OF BILLINGS, MONTANA OWNER	Knife River – Billings CONTRACTOR
By:_____	By:_____
Title:_____	Title:_____
P.O. Box 1178 Business Address	P.O. Box 80066 Business Address
Billings MT 59103 City State Zip	Billings MT 59108 City State Zip

APPROVED AS TO FORM

_____
City Attorney's Office

ATTEST

_____
Billings City Clerk

See attached forms:

A. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS (Requires Signature)

B. DISCLOSURE OF LOBBYING ACTIVITIES (Requires Disclosure)

C. ACKNOWLEDGEMENT OF LIQUIDATED DAMAGES (Requires Signature)

Attachment "A"
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon with reliance was placed when this transaction was made of entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed:_____
Contractor's Authorized Representative

Dated:_____

Attachment "B"

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. ¨ Type of Federal Action: ¨ a. Contract ¨ b. Grant ¨ c. Cooperative Agreement ¨ d. Loan ¨ e. Loan Guarantee ¨ f. Loan Insurance	2. Status of Federal Action a. bid/Offer/Application b. Initial Award c. Post-award	3. ¨ Report Type: ¨ a. Initial filing ¨ b. Material change For Material Change Only: Year___ Quarter Date of last report
4. Name and Address of Reporting Entity: ¨ Prime ¨ Subawardee Tier ___, *if known:* Congressional District, *if known:*	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, *if known:*	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *if applicable:*	
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $	
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):*	b. Individuals Performing Services *(including address if different from No. 10a) (last name, first name, MI):* *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*	
11. Amount of Payment *(check all that apply):* $_____ ¨ actual ¨ planned	13. Type of Payment *(check all that apply):* ¨ a. Retainer ¨ b. One- time fee ¨ c. Commission ¨ d. Contingent fee ¨ e. Deferred ¨ f. Other; specify:	
12. Form of Payment *(check all that apply):* ¨ a. Cash ¨ b. In-kind: specify: nature_____value		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*		
15. Continuation Sheet(s) SF-LLL-A attached: ¨ Yes ¨ No		
Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: Print Name: Title: Telephone No:_____ Date:	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Attachment "C"
ACKNOWLEDGEMENT OF LIQUIDATED DAMAGES

This acknowledgment dated this _____ day of _____, 2022, by wherein Knife River – Billings acknowledges and agrees that the public improvement contract contains a liquidated damages clause. Knife River – Billings acknowledges and agrees that because the project involves the construction of public improvements said liquidated damages clause is necessary. Knife River – Billings acknowledges and agrees that the City of Billings is damaged in the amount of $ 300.00 (Three Hundred and no/100 Dollars) for each day past the contract's completion date that this project is not completed.

Knife River – Billings acknowledges and agrees that because this is a public improvement project, it is extremely difficult to calculate the City of Billings' actual damages for delay in completing the project but that this mutually agreed upon figure for liquidated damages of $ 300.00 (Three Hundred and no/100 Dollars) is the best approximation possible, is reasonable and is not a penalty. This mutually agreed upon liquidated damages amount has been specifically taken into account in arriving at the dollar amount of Knife River – Billings's submitted bid. This liquidated damages amount shall be included in the public improvement project contract and Knife River – Billings acknowledges and agrees to be bound by this amount should Knife River – Billings be awarded the public improvement contract.

This mutually agreed upon amount may be deducted from money due or to become due Knife River – Billings should Knife River – Billings be awarded the public improvement contract and should Knife River – Billings fail to complete the work within the time specified in the contract.

By: _____
(Contractor)

Its: _____
(Title)

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City Council Regular

Date:	05/09/2022
Title:	Cemetery Record Management Software
Presented by:	Mike Whitaker, Parks, Recreation & Public Lands Director
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends City Council approve the contract with PlotBox for cemetery record management software services.

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

For Fiscal Year 2022, City Council approved the use of cemetery expansion funds to purchase new software for records management at Mountview Cemetery. The purpose of this software is to reduce data entry redundancy and make an external facing searchable database for citizens to find graves at the cemetery. City staff drafted a Request for Proposals (RFP) for the new software. Four software vendors responded to the RFP. A selection committee made up of the cemetery staff, IT/GIS staff, and the City's Purchasing Agent evaluated the proposals. The selection committee chose the top vendor that best met the RFP requirements and negotiated a contract.

ALTERNATIVES

City Council may:

- Approve; the contract with PlotBox for cemetery records management software or,
- Not Approve and provide staff with additional guidance.

FISCAL EFFECTS

City Council approved the use of $57,000 of cemetery expansion funds to purchase a new records management software in FY 2022. The expansion fund is funded by pre-need grave/niche sales at the cemetery and is used to make future improvements to the cemetery. The fee for the software came in under budget at $44,000. In FY 2022, City Council also approved an increase to the Cemetery's office and technology supply budget to cover future annual software license cost of $8,000. So both the initial startup cost and the ongoing license fee are fully funded.

Attachments

PlotBox Cemetery Software Agreement

CEMETERY SOFTWARE 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 **PLOTBOX** of The ECOS Centre, Kernohans Lane, Ballymena BT43 7QA, United Kingdom, hereinafter referred to as "**PLOTBOX**."

WITNESSETH:

WHEREAS, the **CITY** desires to hire **PLOTBOX** as an independent contractor to provide Cemetery Management Software and to perform the services as described in the Statement 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, **PLOTBOX** 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 **PLOTBOX** as an independent contractor to perform the services as described in the Statement of Work attached hereto as Exhibit "A" and by this reference made a part hereof. In performing these services, **PLOTBOX** 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 five years from the execution of this **AGREEMENT**. Yearly license costs shall continue on an annual basis, by mutual agreement of both parties, via the payment of software subscription fees upon receipt of invoice to the **CITY** from **PLOTBOX**.

3. PAYMENT: In consideration of the services provided by **PLOTBOX** under this **AGREEMENT**, the **CITY** agrees to pay **PLOTBOX** the prices as outlined in Section 9 of the attached Exhibit A – Statement of Work.

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

In the event scope of work issues arise, **PLOTBOX** shall immediately discuss them with the Project Manager for the **CITY**. It is understood that **PLOTBOX** 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 **PLOTBOX'S** discretion.

4. INCORPORATION BY REFERENCE: All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall control.

5. INDEPENDENT CONTRACTOR STATUS: The parties agree that **PLOTBOX** is an independent contractor for purposes of this **AGREEMENT** and is not to be considered an employee of the **CITY** for any purpose. **PLOTBOX** 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. **PLOTBOX** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **PLOTBOX** and any third parties.

6. INDEMNITY:

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

The **CITY** SHALL:

D. Indemnify, defend and save **PLOTBOX**, 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 **PLOTBOX** 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 **PLOTBOX** 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 **PLOTBOX** and the **CITY**, the **CITY** shall indemnify, defend, save, and hold **PLOTBOX** 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**.

7. INSURANCE:

PLOTBOX 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 **PLOTBOX** maintains higher limits than the minimums shown above, the **CITY** requires and shall be entitled to coverage for the higher limits maintained by **PLOTBOX**. 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 **PLOTBOX'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.

8. <u>AGREEMENTS OF PLOTBOX</u>: As an inducement to the execution of this **AGREEMENT** by the **CITY** and in consideration of the agreements to be performed by the **CITY**, **PLOTBOX** agrees that:

A. Qualifications

PLOTBOX 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

PLOTBOX 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

PLOTBOX 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

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

9. 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 Statement of Work attached as Exhibit A.

B. Name a Project Manager who shall be the liaison between **PLOTBOX** and the **CITY**. For this project, the Project Manager for **CONSULTANT** designated is _____ and the Project Manager for the **CITY** designated is Chris Waite.

10. NONDISCRIMINATION:

A. **PLOTBOX** 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. **PLOTBOX** 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 **PLOTBOX** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **PLOTBOX** 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. **PLOTBOX** 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.

   PLOTBOX 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.

   PLOTBOX and any **SUBPLOTBOX** 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 **PLOTBOX'S** legal duty to furnish information.

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

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

E. **PLOTBOX** 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 **PLOTBOX** under this **AGREEMENT**.

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

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: PLOTBOX** 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**, **PLOTBOX** 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**. **PLOTBOX** 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 **PLOTBOX** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor **PLOTBOX** 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 **PLOTBOX'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and **PLOTBOX** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.

15. **LEGAL RELATIONS: PLOTBOX** 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 **PLOTBOX**.

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

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

18. **SYSTEM SECURITY: PLOTBOX** 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, **PLOTBOX** 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. **PLOTBOX**, 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 **PLOTBOX**, Licensor or its officers, employees, agents, subcontractors, and affiliated users (“Spoofing”). **PLOTBOX** 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: PLOTBOX** 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 **PLOTBOX**.

22. **RECORDS: PLOTBOX** 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

_____

WILLIAM A. COLE, MAYOR

APPROVED AS TO FORM:

_____

CITY ATTORNEY'S OFFICE

ATTEST:

_____

DENISE BOHLMAN, CITY CLERK

PLOTBOX

_____

JOE WITHERSPOON,
SOLUTIONS CONSULTANT

EXHIBIT A

City of Billings, MT

PO BOX 1178
Billings MT 59103
P. 406.657.8216

April, 2022

PlotBox Statement Of Work

Version 1.0
PlotBox Reference: SOW_001

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Confidentiality Notice
PlotBox values the creative ideas and strategy outlined within this Statement of Work, so please consider all information to be confidential and proprietary to PlotBox. This information is provided for the sole purpose of permitting the recipient to evaluate the services offered by PlotBox. In consideration of the receipt of this document, the recipient agrees to maintain the information contained in this statement of work in confidence and not reproduce or otherwise disclose this information to any person outside the group directly responsible for the evaluation of its contents.

1 Statement of Work

This Statement of Work is made between PlotBox, inc. ("PlotBox") and City of Billings ("Client").

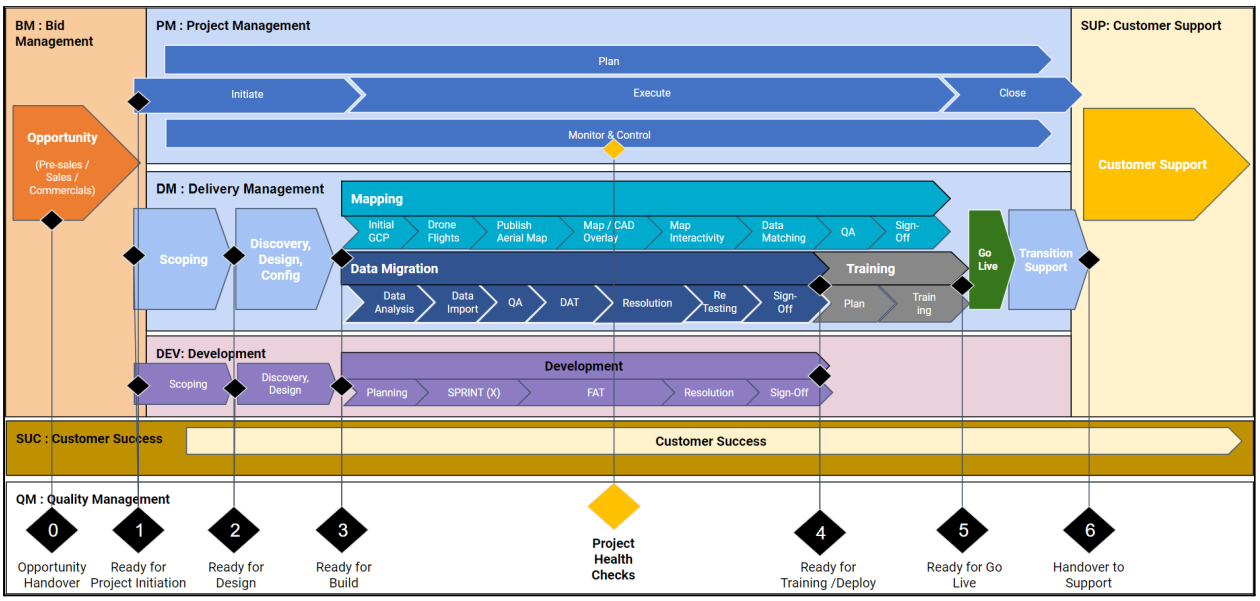
This SOW accurately reflects our needs and expectations, and is subject to PlotBox's standard terms and conditions set forth at:
(US) https://www.plotbox.io/hubfs/Plotbox%20General%20Terms%20-%20USA.pdf
or available in writing on request (**General Terms**), and includes the appendices hereto.

1.1 Key Project Deliverables

- PlotBox **Professional** Software Platform
- Site Configuration for **1** Facility
- Data Migration for **1** Facility
    - Data Source - PlotBox Template
- Mapping
    - Drone Flight for **1** Facility
    - Hi-Resolution Aerial Map for **1** Facility
    - Overlay of **17** Paper Maps/CAD to Hi-Resolution Aerial Map
- Mausoleum/Columbarium Mapping
    - 3 Columbarium Convert Mausoleum Wall CAD Maps and add interactive shutter "pins"
        - 240 - Approximate Niches
        - Mausoleum: 260 shutters
- Financial Integration
- Training
    - 8 hrs online
    - 3 users in total comprising of:
        - 3 (admin/super user/core day-to-day access - fully supported)
- Go Live Support via standard online support process using Intercom.
- Project Management

1.2 Project Planning & Milestones

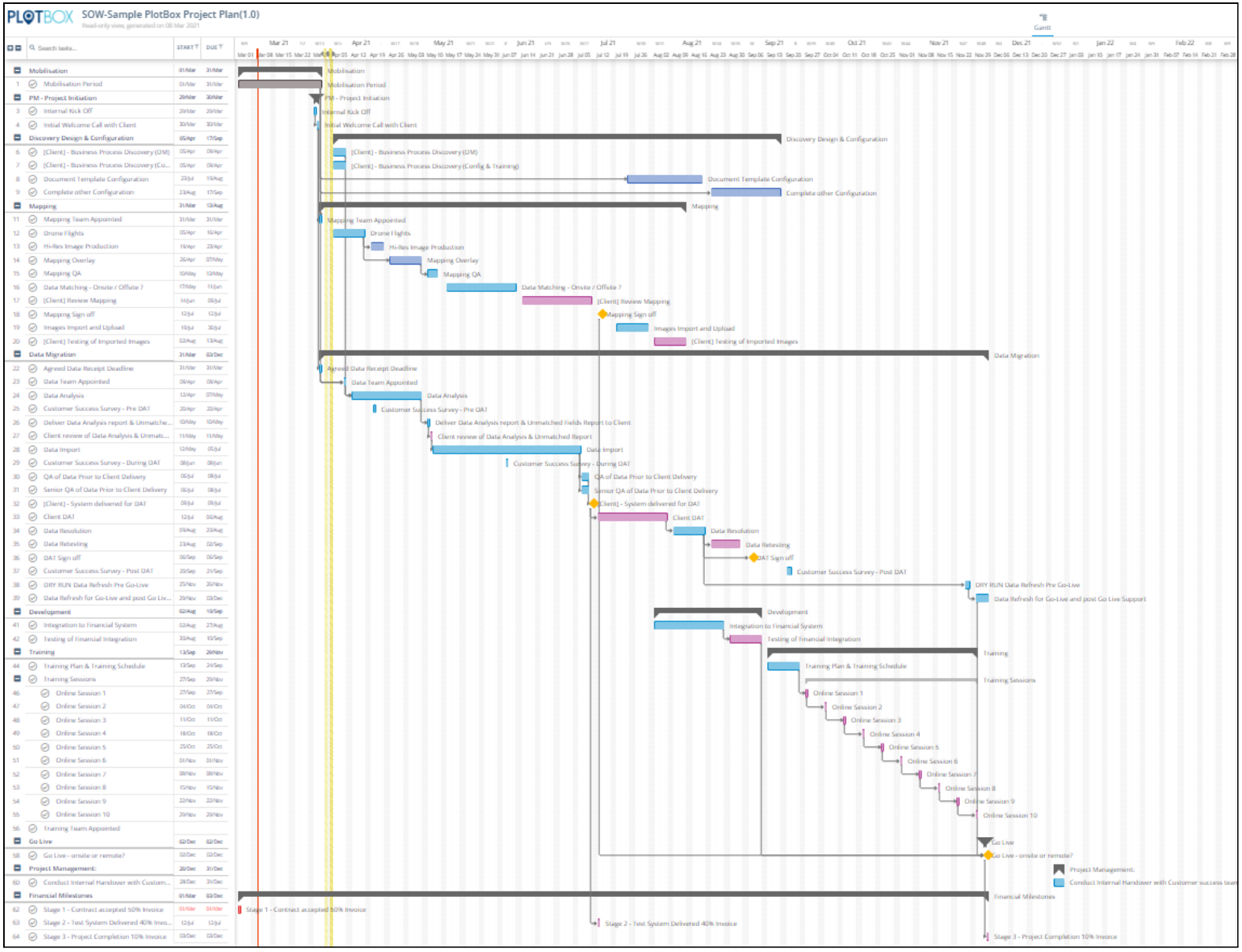
PlotBox Methods Overview:
PlotBox delivery methods framework comprises Bid Management, Project Management, Delivery Management, Development, Customer Success and Customer Support. The diagram below is a representation of our methods: -



The Implementation project will be formally scheduled within PlotBox based on completion of Final Contract and receipt of Initial Payment. Once both of these are achieved the Project Planning phase can proceed.

During the Project Initiation phase, the project plan will be discussed, updated and agreed based on resource availability for both Plotbox and Client, assignments to project tasks with dependencies and timeframes for both parties agreed, so our approach is very much a partnership model. As these tasks are critical factors in project success, we will work closely with you to confirm the project timeframe. The project timeline has significant dependency on delivery of client prerequisites, so it is important to provide these at the earliest convenience.

Below is an indicative high level Project Plan to highlight the key phases and milestones in a typical Plotbox implementation.


SOW-Sample PlotBox Project Plan(1.0)
Gantt
Mobilisation
Mobilisation Period
PM - Project Initiation
Internal Kick Off
Initial Welcome Call with Client
Discovery Design & Configuration
[Client] - Business Process Discovery (DM)
[Client] - Business Process Discovery (Config & Training)
Document Template Configuration
Complete other Configuration
Mapping
Mapping Team Appointed
Drone Flights
Hi-Res Image Production
Mapping Overlay
Mapping QA
Data Matching - Onsite / Offsite ?
[Client] Review Mapping
Mapping Sign off
Images Import and Upload
[Client] Testing of Imported Images
Data Migration
Agreed Data Receipt Deadline
Data Team Appointed
Data Analysis
Customer Success Survey - Pre DAT
Deliver Data Analysis report & Unmatched Fields Report to Client
Client review of Data Analysis & Unmatched Report
Data Import
Customer Success Survey - During DAT
QA of Data Prior to Client Delivery
Senior QA of Data Prior to Client Delivery
[Client] - System delivered for DAT
Client DAT
Data Resolution
Data Retesting
DAT Sign off
Customer Success Survey - Post DAT
DRY RUN Data Refresh Pre Go-Live
Data Refresh for Go-Live and post Go Live Support
Development
Integration to Financial System
Testing of Financial Integration
Training
Training Plan & Training Schedule
Training Sessions
Online Session 1
Online Session 2
Online Session 3
Online Session 4
Online Session 5
Online Session 6
Online Session 7
Online Session 8
Online Session 9
Online Session 10
Go Live
Go Live - onsite or remote?
Project Management:
Conduct Internal Handover with Customer success team
Financial Milestones
Stage 1 - Contract accepted 50% Invoice
Stage 2 - Test System Delivered 40% Invoice
Stage 3 - Project Completion 10% Invoice

Work to be completed prior to Go-Live	
PlotBox	***Client***

• Project Initiation
  ○ Configuration of Client Info
  ○ Internal Handover from Sales to Delivery Team - Internal Kick-Off
  ○ Review (SOW) Statement of Works with Client
  ○ Prerequisites Delivery
  ○ Inclusion in Scheduling
• Azure configuration
• PlotBox application configuration
• Hi Resolution Drone Flights
• Map Overlays
• Data Import - Excel Template
• System made available for mapping verification
• Agree Go Live & Training Plan
• User Training
• Go-Live on PlotBox
	• Review SOW with PlotBox
	• Deliver Pre-requisites.
	• Nominate Internal Client Project Team
	  ○ Project Sponsor
	  ○ Project Manager
	  ○ Data Owner
	  ○ Process Owner
	  ○ Process Testing Team
	  ○ System Champions (per Facility)
	• Provide Documentation/Process Flows on existing Client Processes.
	• Provide template for import of available grave locations
	• Client to feedback regularly on issues and findings to PlotBox via provided recording mechanism.
	• Provision of appropriate training facilities where staff will be un-disturbed.
	• Ensure communication mechanisms are functional for online training.
	• Ensure user availability for training.
	• Ensure users have availability for continuous PlotBox usage between training sessions. Usually this is in the format of Dual entry of Daily functions.
	• Realign Client Process Manuals during training period.
	• Agree and Sign-off on Project implementation completion and handover to Customer Success Team.
	• Complete customer health check survey during go live preparation and post Go live.

PlotBox	***Client***
• Agree Go Live & Training Plan • User Training • Go-Live on PlotBox	• Provision of appropriate training facilities where staff will be un-disturbed . • Ensure communication mechanisms are functional for online training. • Ensure user availability for training. • Ensure users have availability for continuous PlotBox usage between training sessions. Usually this is in the format of Dual entry of Daily functions. • Realign Client Process Manuals during training period. • Facilitate re-cut of data pre Go Live • Agree and Sign-off on Project implementation completion and handover to Customer Success Team • Complete customer health check survey during go live preparation and post Go live.

1.4 Annual Fee

As per the Services Agreement, payment of the Subscription Fee / Annual Fee for Hosting of your site and Support for your Users is due on an annual basis in advance.
The annual fees are detailed in the table below, showing the Period (Start - End date) for each year and when payment is required: -

Project Fees			**$36,000**
Annual Subscription Fee			**$8,000**
TOTAL PRICING (BOOKING) USD			**$44,000**

Payments for annual fee must be paid on the Payable Due date outlined in the table above regardless of whether the project is fully live or not.

Note:
The Annual fee is for Subscription to the PlotBox application which includes hosting and support. During the implementation phase, this fee also covers setting up the subscribed users and configuring the site for them, and both PlotBox and user testing of the data and configuration within the system prior to go live. It covers Support from all teams during the implementation phase (e.g. technical consultants, mapping, product, development, training and

support teams). These teams support the system set up right through to supporting your test environment. After go-live, all support responsibility is handled primarily by the Support team, who would pull in other teams as and when required depending on the issue.

1.5 Key Project Roles & Responsibilities / Personnel

This section outlines the key project roles and responsibilities for each position on the project team. Assigned personnel must be agreed and assigned within the first week of Project Kick-off.

Client Roles

Role	**Description / Responsibilities**	**Who** *(Name, email)*
Project Sponsor	Decision-makers who have the knowledge and authority to decide on project issues –requirements, design decisions, budgets, resourcing, etc.	Waite, Chris waitec@billingsmt.gov
Project Manager	Main point of contact on Client side for project onboarding. Understand project goals and objectives. Establish activities within the Client site. Prepare Client Project schedule. Ensure Client resources are available as required. Direct people individually and as a project team. Keep everyone connected with the project Informed. Review project progress and take action to move forward as planned. Ensure Client responsibilities are completed within agreed time frame.	Waite, Chris waitec@billingsmt.gov
Data Owner	SMEs (Subject Matter expert) on existing systems Data to whom the PlotBox team needs access for advice. Support the Data Testing and Acceptance	Waite, Chris waitec@billingsmt.gov
Process Owner	SME (Subject Matter expert) on existing processes and systems to whom the PlotBox team needs access and advice.	Waite, Chris waitec@billingsmt.gov
Testing Team	(TBD)	Waite, Chris waitec@billingsmt.gov
Process Testing Team	(TBD)	Waite, Chris waitec@billingsmt.gov
Financial Integration owner (if applicable)	(TBD)	
System Champions (per Facility)	(TBD)	

PlotBox Roles

Role	Description / Responsibilities	Who
Sales/Commercial Lead	Commercial Lead involved during the pre-sales phase. Manage and support any commercial aspects to the project.	Joe Witherspoon joe.witherspoon@plotbox.io
Project Manager	PlotBox Project Manager monitors and manages PlotBox responsibilities Track project progress. Provides guidance and support to the client through the PlotBox Onboarding journey. Obtain formal acceptance for project deliverables	TBA
Customer Success Manager	PlotBox Customer Success representative will support the client through the customer onboarding journey and continue to support post go-live.	TBA
Head of Delivery	Head of the PlotBox delivery team. Escalation on project	TBA

The Client must ensure that its personnel for the key roles:
(i) are competent and have all necessary and appropriate skills, training, background and valid qualifications to carry out the duties and responsibilities of their positions and the tasks allocated to them;
(ii) behave in a professional and responsible manner at all times and perform the Services with due care and skill and in accordance with best industry practice;
and
(iii) understand and agree to the scope requirements of this Agreement which are relevant to them.

Key Personnel to be assigned to the project
The Client must ensure that the Key Personnel are made available to fulfill the tasks and roles allocated to them during the project onboarding.

Changes to the Key Personnel
Any changes to key personnel must be notified as early as practicable.
Client must use its best endeavors to find a replacement who is at least equally qualified and experienced and notify PlotBox for that replacement person.

NOTE:
Any impacts on client key personnel through the project may have the potential to influence the delivery of the project and have consequences to the schedule timeline, quality and costs. Where this occurs PlotBox will follow the Change Control Process.

1.6 Communication Plan

Comm Type	Audience	Message	Media	Frequency	Owner
Welcome Email	Client Contacts	Welcome to PlotBox & next steps identification	Email	Once upon receipt of initial payment	PlotBox PM
Internal PlotBox Kick Off	Salesperson PM Project Team	Intro & Handover by Salesperson Review Statement of Works Review Project Discovery Form	Meeting	Once at start of project	PlotBox PM
External Client Kick Off	PlotBox PM Client PM Client Team	Review Statement of Works Discuss Pre-requisites	Call/ Meeting	Once at start of Project	PlotBox PM
Customer Success	Client Team	Review current stage of the project, past activities and the next steps	Call/ Meeting	During delivery and post Go live	Customer Success Team
Customer Success	Client Team	Online link to provide direct feedback on your experience with Plotbox	Survey	During delivery and post Go live	Customer Success Team
Pre-Requisites	Client PM	Delivery of requested pre-requisite items to PlotBox	Email/ Data upload	Before Commencement of Project	Client
Pre-Requisites	PlotBox	Reminder of outstanding prerequisites	Email	Weekly until received	Data Migration Team Lead
Scheduling	PlotBox	On receipt of ALL Prerequisites, Data Migration Lead, Mapping Team Lead and Development Team Lead will provide estimated time frames to PlotBox PM	Instagantt	On review of Prerequisites Ongoing updates	Team Leads
Scheduling	Client PM	Plotbox PM will notify client of estimated Time frames	Email & Project Plan	Ongoing updates	PlotBox PM
Training Plan	Client PM	Details of advised training plan, inc content and advised audience for each session, session length and frequency etc	Document	Any point prior to Functional Acceptance Sign off	Training ConsultantTeam
Mapping	Client PM & Lead Tester/ System Users	Instruct the client on identification of Key Plot Points Agree timeframe	Call	On handover of Test System	Mapping Team Lead
Mapping	Mapping Team Lead	Communications confirming Key Plot Points	Email/Call	During agreed timeframe	Client PM & Lead Tester/ System Users
User Training	Client/ PlotBox PM	Training Team will confirm training dates Agree Dual Live period (if required) Agree Go Live date	Call/Email	At end of Functional Testing Period	Training Consultant Team
User Training	Client PM & Users	User Training completed as per Training Plan	Call/ Onsite	During Testing Period	Training Consultant Team
User Training	Client PM	Training Consultant Team will maintain a	Document	During Project	Training

		record of the Budget available and when these were taken	/Email		Consultant Team
User Training	Client PM & Users/ Customer Success Team	Complete Dual Live Period with communication of any issues	Call/ Onsite	During Dual Live period	Client PM & Users/ Training Consultant Team
User Training	Client PM/ PlotBox PM	Confirm Go Live Date	Email	At end of Dual Live Period	Client PM/ Training Consultant Team
Handover to Support	Client PM/ PlotBox PM	Formal Acceptance of Project as per Key Deliverables	Docusign	Following Go Live	Client PM/ PlotBox PM

2 Scope Of Work

2.1 PlotBox Software Platform

The PlotBox '**Pro**' platform will be configured by us to meet your needs. The platform includes the provision of the following modules as per the PlotBox tender/proposal submission:

	Solution Type
	KEY: ***[Y]*** *= Included as Standard;* ***[$]*** *= Bolt On Option;* ***[Blank]*** *= Not Included*

Modules	***Summary***	Pro
Deceased Records Management	Bring all deceased records together into a quickly searchable database of cremation/interment records.	Yes
Deeds Management	Keep track of grave owners with ease using the deeds module. Enter, edit and print deed documents. Supports sell or lease plots/memorials; manage ownership records and transfer of ownership requests and produce deed documents.	Yes
Plot Management	Management of each plot, including capacity, depth, location and records. If Mapping is included, supports visibility with an interactive map view on current plot inventory status. Support efficiency in sales processes using PlotBox iPad app to quickly view all available plots to sell whilst on-site with potential customers.	Yes

Public Portal - EverAfter	EverAfter is the advanced public interface that both generates leads & revenue for cemeteries & improves service levels with tools like Walk to Grave & online ordering.	Yes
Mapping Module	High resolution drone imagery creates a truly digital map for access on any device to show real-time inventory status. The verified mapping process is a forensic audit of your inventory and often identifies extra available inventory.	Yes
Contracts Management	You can sell from anywhere on any device, with quick and easy access to your inventory, maps and records. You can keep track of payments and get an electronic signature on your contract.	Yes
Booking Schedule	Calendar schedule for cremation/interment bookings. Maintain customized diaries and schedule appointments and services right from a Contract. Burial orders, labels and other 'paperwork' are auto generated from the system to avoid duplication	Yes
Memorials Management	Memorials module is used to manage memorial leasing in cemeteries. Users are notified about expiring memorials, reminder letters can be auto-produced in the system and management can quickly pull reports to view memorials sold by type.	Yes
Finance	Take control over invoices, payments and receipts. PlotBox holds a huge amount of financial data so we want to make it easy for you to interpret, without having to pull together a ton of Excel spreadsheets. Our accounting reports can include: General Ledger, Accounts Receivable etc and will depend on the modules purchased as part of the package.	Yes
Work Orders	Work order request and completion management tied to a master schedule with email notifications. Users can easily generate work orders from customized drop down lists and quickly assign tasks to staff. Tasks can be linked to locations on a map to show exactly where the work needs to be done and track the status of each jobs progress (e.g. not yet started, in progress or complete).	YES

2.2 Discovery and Design

PlotBox consultant(s) will carry out process discovery and process alignment session to: -

(i) support understanding of the current business processes and data

(ii) align processes to PlotBox and configure an effective solution.

This will assist the project team with data migration, front-end configuration settings and training.

Business Process Discovery

- The PlotBox consultant will carry out a process discovery and will work with the designated Super User(s)/Data Owner(s) to understand your current processes and how this will impact the data migration.

2.3 Site Configuration

Location/Language Settings - PlotBox will configure your Software instance based on your Location, Timezone and Language defaults.

Tax Rates – PlotBox will configure Tax Rates at time of data migration. Thereafter it is the Client's responsibility to ensure this information is up to date.

Role & User Management – PlotBox will configure User Roles & Accounts according to the SLA and Annual Fees associated with PlotBox. The Client will identify as part of their pre-requisites the **NAMED USERS** to whom the **X** Licenses will be allocated, and the Role they will perform on PlotBox.

Facility/ies – PlotBox will configure your Software instance for the facility/ies as below:-

Facility	Facility Name	Facility Type	Address
1	Montview Cemetery	*Cemetery / Crematorium*	1704 Central Ave, Billings, MT 59102

Section Setup – PlotBox will configure Cemetery sections as per the data that was provided from your existing data systems. Any existing inaccuracies in your current data will continue to appear in PlotBox.

Fees – PlotBox will migrate Fee data from your existing database where available. Where no existing database is available, or we are unable to extract Fee information, PlotBox will provide guidance to support the Client entering this information into PlotBox. Thereafter it is the Client's responsibility to ensure this information is up to date. Any existing inaccuracies in your current data will continue to appear in PlotBox.

Document Templates – PlotBox have a standard set of Document Templates available depending on the solution type delivered (See table below available Document Templates for **Professional**". By default, PlotBox will use the standard "out of the box" templates. If the Client has requested to use any specific client document templates, these will be highlighted in the table below.

For clarity on what is configured with regards to Document Templates: -

- PlotBox can only accept MS Word format for document templates, therefore any Client supplied templates must be in MS Word Format.
- PlotBox can only map any client provided document templates into an existing PlotBox document template (i.e. if the PlotBox template does not exist, there will be no like for like mapping or setup of that specific client document template into PlotBox).
- PlotBox consultant will configure the document template(s) by applying the PlotBox Tags that are available in the solution for that Document Template type;
- Configuration of any document template(s) excludes any formatting changes to the templates (e.g. fonts, styles, tables, colors, page settings etc..).
- Each Document Template is the same for all the facilities (e.g. Deed Document template will be the same template used across all facilities **X** facilities).
- If any additional changes outside the standard configuration of adding "Tags" to MS Word document templates is required, PlotBox can discuss this request with the Client and follow the Change Order process (Note. this may incur additional effort and cost).

The table below outlines the document templates that will be setup and configured :

PlotBox Document Templates	Use PlotBox Standard or Client Template(s)	Format	PlotBox Solution - Professional
Deed Document	Use PlotBox	MS Word	Y
Deed Transfer Document	Use PlotBox	MS Word	Y
Daily Burial Schedule	Use PlotBox	MS Word	Y
Daily Cremation Schedule	Use PlotBox	MS Word	Y
Appointments Diary	Use PlotBox	MS Word	Y
Contract	Use PlotBox	MS Word	Y
Contract Summary	Use PlotBox	MS Word	Y
Canceled Contract Document	Use PlotBox	MS Word	Y
Monthly Statement Document	Use PlotBox	MS Word	Y
Payment Batch Receipt	Use PlotBox	MS Word	Y
Invoice	Use PlotBox	MS Word	Y
Invoice Payment Reminder	Use PlotBox	MS Word	Y
Payment Receipt	Use PlotBox	MS Word	Y
Authority to Cremate	Use PlotBox	MS Word	Y
Applicant Envelope	Use PlotBox	MS Word	Y

Floral Tribute Labels/Card	Use PlotBox	MS Word	Y
Burial Order	Use PlotBox	MS Word	Y
Burial Instructions	Use PlotBox	MS Word	Y
Cremation Order	Use PlotBox	MS Word	Y
Cremation Certificate	Use PlotBox	MS Word	Y
Chapel Attendant Sheet	Use PlotBox	MS Word	Y
Identity Label to Cremate	Use PlotBox	MS Word	Y
Stored Ashes Reminder	Use PlotBox	MS Word	Y
Ashes Collection Receipt	Use PlotBox	MS Word	Y
Memorial Mason Permit	Use PlotBox	MS Word	Y
Memorial Mason Work Permit	Use PlotBox	MS Word	Y
Memorial Agreement Form	Use PlotBox	MS Word	Y
Family Memorial Installation Notice	Use PlotBox	MS Word	Y
Memorial Lease Expiry Reminder	Use PlotBox	MS Word	Y
Memorial Letter	Use PlotBox	MS Word	Y
Payments Received Report	Use PlotBox	MS Word	Y
Contract Sales Report	Use PlotBox	MS Word	Y
Contract Fulfillment Summary	Use PlotBox	MS Word	Y
Collection Letter (At Need)	Use PlotBox	MS Word	Y
Collection Letter (Pre Need)	Use PlotBox	MS Word	Y

2.4 Data Migration

PlotBox will migrate data from your existing database/s as identified below:-

- **Using the PlotBox Template**

Any additional sources of data not listed to be migrated may incur an additional cost.

Data Types to be imported are :-

Data Types Included In Scope	Data Types Not In Scope

• **Records**
  ○ ***Deceased Records***
  ○ ***Burial/Cremation Event details (no diary entry for cremation burial, or appointment bookings in the past or future)***
• **Deeds**
  ○ ***Deeds of Property***
• **Plots**
  ○ ***Key Plot Information***
  ○ ***Purchase***
  ○ ***Interments***	

Data Analysis will be carried out of the source data to determine the validity, structure and integrity of the existing digital data. Following PlotBox analysis of the data, any concerns will be discussed with the Client.

Data will be imported using a series of scripts developed by our Data Migration Team. The data imported will be functional within PlotBox where all current fields appear as expected in PlotBox.

Any inaccuracies that exist in your current system will also appear in PlotBox and any subsequent data clean up will be the responsibility of the Client following Go Live.

The Data Migration team will undertake a range of Quality Assurance Tests to ensure that the data meets certain requirements. But further Data Acceptance Testing will be required by the Client in a timeframe agreed with PlotBox.

The data is stored in the cloud and hosted by our chosen server provider Microsoft Azure. This allows for real time remote access by employees or sales consultants from any location.

NOTE: **If Excel Upload Templates for Data Import**

Data Import

Only ONE import will be completed. Once this data is imported, this data set is the LIVE data. Any additional data imports will require a CR with additional cost associated.

Only ONE Plotbox site will be made available. If additional sites are required (by the customer), a CR can be raised with additional cost associated. This one Plotbox site will be the single primary site on which all functions are carried out; Data Upload, Mapping (where applicable), Site configuration, Documents Set-up etc.

Support
To support the import of the Records, Deeds and Plots excel templates, an allowance of 18 hours will be available for a data team member to assist. This effort will be split across the delivery of a template project

Training
Real data (records, deeds and plots) will be added by the trainer during the training sessions. This data must be made available by the customer before the training session commences, to be input during the training session. Any additional 'test' data added by the customer as part of training must subsequently be deleted by the customer. Users have permission to cancel contracts, delete contacts, deceased records, deeds and plots.

2.4.1 Transition Strategy:

As part of our initial project initiation we will take time to understand the clients existing systems and operations to help determine the most appropriate transition strategy for the move from incumbent system(s) to PlotBox.

Although the most suitable strategy will depend on the specific needs of the customer we find that in most cases we recommend of both PlotBox and the existing system(s) in order to enable new users to get orientated to the new systems with the close support of PlotBox staff.

1. One time, single switchover event	Where after a single implementation event the client will move from using their incumbent systems to solely using PlotBox for their activities. **Pros** ● Quick and simple implementation resulting in PlotBox running immediately ● Ability to decommission old systems earlier **Cons** ● High impact and risk approach ● Council staff and colleagues will be expected to be 'up to speed' immediately

2.5 Mapping

Drone Flights
PlotBox have agreed with the Client that Drone Flight/s of **1** Cemetery Properties will be undertaken, in order to produce a Hi-Resolution Aerial Image of the property.

Prior to the Commencement of the Drone Flight, a PlotBox surveyor (or Contracted Surveyor) will install ground control points following location recommendations by the PlotBox Mapping Team.

Property locations are:

Facility	Facility Name	Facility Type	Address	Acreage Total
1	Montview Cemetery	*Cemetery*	1704 Central Ave, Billings, MT 59102	*65*
			Totals	***0***

Hi-Resolution Aerial Map
PlotBox will use the **Drone/ESRI** Images to produce a Pix4D Mosaic.

This Mosaic along with the Ground Control Points will be imported into ArcGIS where the Aerial Map will be Geo-Referenced and published online.

Map Overlay
Following Data Migration, the Mapping team will undertake an initial call with the Client to identify initial Plot Points on all sections which will improve the GPS accuracy of map overlays.

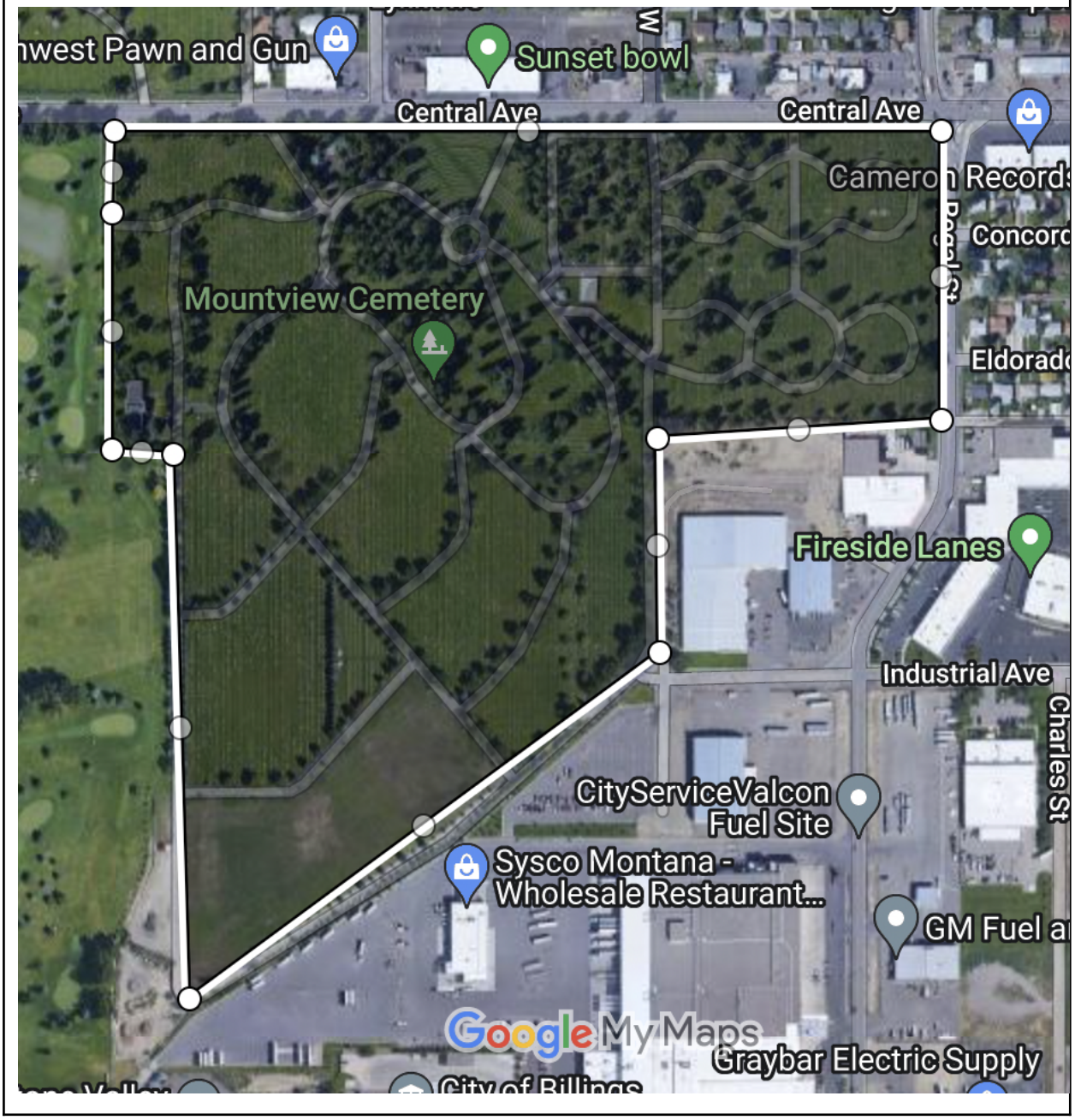
PlotBox will overlay **X Paper/CAD/Shapefiles** maps as per location, provided by the Client, over the Aerial Images.

The Combined Aerial image and Map Overlays will be imported into ArcGIS and published online for linking to the clients plotbox site.

Aerial Images
Included below are Google images identifying

1. The Area for Drone Flight (Yellow Area - *if applicable*)

Facility/Location Cemetery / Crematory



2.8 Financial Integration / Interface

There is no requirement for Financial Integration / Interface for this project.

2.9 Test System Delivery

There is no requirement for Test System Delivery for this project.

2.10 Data Testing

There is no requirement for Data Testing for this project.

2.11 Go-Live - Data Refresh

There is no requirement for Data Refresh for this Project.

2.12 Additional Development/Integration

There is no requirement for Additional Development/Integration for this project.

2.13 (FAT) Functional Acceptance Testing (only where additional functions developed for customer)

There is no requirement for Functional Acceptance Testing for this project.

2.14 Training and Support

2.14.1 Training

Training will be provided following Data Acceptance Testing sign-off, as purchased by the Client. This Training Budget, as purchased by the Client, is detailed below:-

- Up to a Maximum of **8** hours of OnLine Training prior to Go Live

Anything over and above the training listed here, will be charged at the normal Hourly Rate of $100 per hour. For any additional training hours, the Change Order process can be followed.

The Client should endeavor to agree a timely and proactive training plan with PlotBox.

Failure to attend agreed training sessions or frequent cancellation of these by Client staff, may result in the Client incurring an additional charge for rescheduled sessions or forfeit of these sessions.

Users must provide a minimum of 24 hours notice by email to their Trainer or PM if they wish to cancel a session, anything less than 24 hours will result in the allotted time being removed from your training budget.

This Budget should be utilized within **3** months of Functional Acceptance Sign off.

2.14.2 Go-Live Support

For Go Live support, PlotBox support will be provided through our standard online support channels (i.e. using Intercom). There will be No onsite support presence provided on Go Live.

2.15 Project Management (TBD)

On confirmation of Project Award, a PlotBox Project Manager will be assigned to your project to support and assist the delivery and implementation of PlotBox.

An Introduction call will be facilitated between the PlotBox Commercial Team, PlotBox Project Manager, Plotbox Customer Success and the Client to familiarize all parties to the new team members.

The PlotBox Project Manager will arrange a Project Initiation meeting with the client to discuss PlotBox Processes, Teams and Delivery Methodology.

The Project manager will work with the Client to develop the project plan and identify resource availability and action tasks for both the Client and within PlotBox.

The Project Manager will agree to regular reporting and meeting intervals throughout the project enabling the Client to monitor the project activities/tasks, dates and track progress.
Typical Project Management Meetings and Reporting for **PlotBox Pro** are as follows:

Type	**Frequency**
Project Kick Off Meeting	Once (Start of Project)
Status Update	Monthly

2.16 EverAfter

EverAfter (www.discovereverafter.com) is our go-to website for genealogists and members of the public searching for deceased records.

In the final stages of the project, your data will be included within the EverAfter records. You may direct your families to this website or place a link on your own website to it.

(NOTE: EverAfter is included as one of the Key deliverables, and the Project may be passed to the Customer Success Team prior to completion of this task.)

Summary of what you will get from EverAfter: -

- EverAfter (Standard)
    - Deceased Records made publicly searchable alongside other PlotBox customers' data.
    - Including the following data against a deceased if data is recorded/available in PlotBox;
        - Name
        - Date of Birth
        - Date of Death
        - Date of Burial/Cremation
        - Plot Reference
        - Headstone/Marker Image
        - Name of Others buried in the same plot
        - Coordinate Directions (if plot has been mapped)
        - Public Genealogy Notes (If person of interest)
    - Including the following data against the facility
        - Name
        - Address
        - Contact Number
        - Email
        - Overview of Information about the facility
        - Image of the Facility
    - Visitors to the Site can “Suggest an Edit” on a record which will come through to you as an email.
- **EverAfter (Branded)**
        - All of the above.
        - Unique URL (e.g. yourcemetery.discovereverafter.com)
        - Select your own main HTML color for the site.
        - Select your own background image for the site.
        - Only your data in the system will be searchable.
        - Display Events at each facility including;
            - Start Time
            - Name of Deceased
            - Facility
            - Plot Number
            - Funeral Director

2.17 Delivery Team Handover to Customer Success Team

Within PlotBox implementation, our teams are divided into 2 areas.

- The **Project Delivery Team** - who look after you whilst you are getting set up on the PlotBox software. They look after getting your data imported, your maps uploaded and your users trained etc and ensuring that all your Key Deliverables are met.

- The **Customer Success Team** - who look after you once the project delivery team has completed their tasks and you are running live on PlotBox. They will respond to any queries regarding methodology, process, new functions, problems etc, and provide ongoing support and assistance during your partnership with PlotBox. They will also keep you appraised of new functionality as it is added to the software and how this best fits into your processes.

When the PlotBox Project Manager considers the Key Deliverables to be met, they will commence the handover over the Client to the Customer Success team. Until the Client is formally handed over to the Customer Success Team, a client won't be included in their processes and communications, and may miss out on important information and system updates. So it is important that this step is completed.

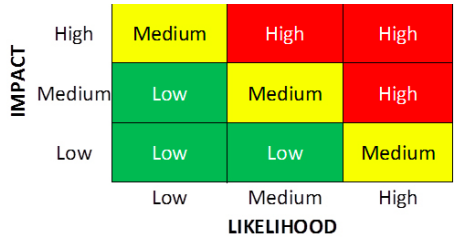
Your support mechanisms will not alter, in fact if anything, they'll improve and you will use the Intercom messaging system which goes straight to our Support desk and you'll be answered normally within 2-3 minutes.

This does not indicate that our relationship with you as a Client is complete, this ONLY formalizes the completion of the installation to your facility.

1. The PM will confirm all work is completed as per the Key Project Deliverables
2. The PM will confirm with the PlotBox Accounts Department that the final payment is now due (if applicable)
3. The PM will notify the Client via email of their intention to Transfer the project to the Customer Success Team , and seek Client agreement. Any outstanding items identified will have an approach discussed and action agreed. These will be accepted by the Client and the Customer Success Team.
4. The PM will create an Electronic Project Delivery Sign Off, and sign on behalf of PlotBox. Any agreed outstanding actions will be included on this document.
5. The PM will send the Electronic Project Delivery Sign Off to the Client for signature. The Client should endeavor to complete this as soon as possible. If there are any queries or reasons for not completing the Client should notify the PM of these.
6. Once the Project has been signed off by both the Client & PlotBox, the PM will complete an internal PlotBox handover to the Customer Success team.
7. The Client will now be considered “Live” and “In Support”.
8. Any issues encountered by the Client from this point should be reported to the Support team via our In App Messages Service “Intercom” during our regular Support hours.

3 Primary Assumptions & Risks

ID	Desc	Likelihood	Impact	Risk	Contingency	Owner
1	Out of Scope	Medium	High	High	All issues reported outside of this SOW will be handled as support issues or feature request / project change orders. Please note that with a project change order a cost may be incurred.	PlotBox PM
2	Data Accuracy	High	High	High	Data given to the PlotBox data team by the Client for migrations, will be the most accurate and up to date version of that data set. Any inaccuracies that exist in your current system will also appear in PlotBox and any subsequent data clean up will be the responsibility of the Client or upon agreement with PlotBox.	PlotBox PM
3	Project Management	Low	Medium	Low	The Client will supply the necessary internal Project Management resources during and after the conversion project.	Client
4	Data Migration	Low	High	Medium	Project timelines are based on the premise that PlotBox will have direct access to employees of the Client who can help us understand the data we will be working with.	Client
5	Delays in delivery of Pre-Requisites	High	High	High	Client should attempt to have Prerequisites with PlotBox ASAP after External Kick Off	Client
6	Delays in Testing/Training	High	High	High	Client should attempt to adhere to agreed timelines	Client
7	Delays in Mapping	High	High	High	Client should attempt to provide copies of Maps and identify key Plot Points in agreed timelines	Client
8	Data Migration - Source data complexity	High	High	High	During the Data Migration Analysis phase, PlotBox Data Migration team may encounter unforeseen complexity and additional effort and time may be required to deliver the Data Migration elements. The PlotBox Data Migration Team will carry out the Analysis of the source data provided by the client, if any additional effort and time is required to resolve the data complexities, this will be handled via the PlotBox Change Order process where an additional cost or schedule impact may be incurred.	Plotbox PM



4 Prerequisite Checklist

Project Contact Details
Please provide the contact information (Email and Tel No) for the following:-

Title	Responsibilities
Client Project Manager	• Key Project Contact who will distribute information throughout the Client organization • Understand project goals and objectives • Establish activities and detail budget within Client • Prepare Client Project schedule • Ensure Client resources are available as required • Direct people individually and as project team • Keep everyone connected with the project Informed • Supervise the progress and work of project contractor • Review project progress every week and take action to move forward as planned • Ensure Client responsibilities are completed within agreed time frame
Super User/Lead Tester	• High-level knowledge of existing systems and practices • Ability to troubleshoot • Testing expertise • Ability to communicate effectively with technical teams, users and management • Continuous process improvement skills • Detail oriented • Adaptable to change • First line of support for your customers • Act as liaison between Client users and PlotBox • May be involved in training of existing and new users

Any of these roles may overlap, i.e. your Main contact is also a Super user and also the person most familiar with the current process for a site.

Data Exports

- ❏ Export of all data for all sites from the agreed systems outlined above in the Data Migration section. If these cover multiple locations/facilities these should be named appropriately.
- ❏ A **list** of your current fees, section names, active funeral directors and memorial masons if applicable. Whilst these will be retrieved from your Data where possible, this also provides a checkpoint for the Data Migration Team.

Company Logo
Please provide a copy of your Company Logo for inclusion on your documentation

Document Samples
Please provide a copy of the following types of documentation that have been identified for configuration as a PlotBox Document Template(s)

All other document templates will be based on the PlotBox standard templates

PlotBox Document Templates	Use Client Template(s)	Format
Deed Document	Use Client	MS Word
Contract	Use Client	MS Word
Payment Receipt	Use Client	MS Word

Maps
Please provide copies of the paper/CAD maps identified for overlay on your aerial maps.

User Listings
Provide details of a **NAMED USER** for each license purchased, their email address, role and base location (if appropriate)

Staff Leave
Please provide details of staff leave during the project time-frame to allow planning.
Also any busy times of day/week/month/year to avoid etc Year end/Standard Holidays

EverAfter
For *EACH* facility;
Default Latitude/Longitude
Address Line 1, Address Line 2, Town, County, Country, Post/ZipCode
Overview Photograph
Cemetery Contact Name (This might not be same as who your projects main contact is)
Contact Email Address (As above)
Contact Phone Number (As Above)
Facility Overview (If Applicable)

5 Additional Information

5.1 Delay in Prerequisite Delivery

During the Project Kick off Call, a timeframe will be agreed during which all identified prerequisites should be delivered. The Client should endeavor to adhere to this timeframe. Your project will not be included in the PlotBox Schedule of Works until these are all received.

If all identified prerequisites are not delivered within 4 weeks of the agreed timeframe, then the 40% test system invoice will become immediately payable.

5.2 Data missed in pre-requisites

Please ensure that the Pre-requisite Data provided includes ALL relevant data, including any key information held outside the incumbent software if appropriate.

If not included during initial data exports, and is identified following Test System delivery, this will require additional configuration of Migration Scripts. This additional work will be charged at our standard time and material rates for any additional work, and may affect estimated project timelines.

5.3 Project Restart Fees

These may be incurred following 15 working days of non-communication from the Client e.g. requested files not being provided or clarification of data not being provided, testing not being completed within a given time frame etc.

PlotBox will continue to make attempts to contact via email / phone during this 15 day period, after which point the project will be placed on hold, and removed from the current works schedule.

During a project restart a fee may be incurred and a new timeline will be discussed, as other projects will have taken the place of the original resource bookings.

7 SCHEDULE 1 – COMMERCIAL TERMS

Acceptance Tests	means the acceptance tests to be undertaken by the Customer in conjunction with Plotbox to confirm the Services operate substantially in accordance with this SOW, as agreed by Plotbox and the Customer, promptly following the Effective Date.
Effective Date	Means the date this SOW is signed.
Facility or Facilities	means the number of and specifically named cemeteries, burial grounds and/or crematoria which the Customer is responsible for and in relation to which the Customer is licensed to use the Services, being 1 facility.
Initial Subscription Terms	means a period of 60 months from the Effective Date
Payment Terms	Payment of the Project Fees is due as follows: (a) 50% Project Fees and first year Annual Fees upon signature of this agreement; (b) 40% Project Fees upon delivery of Test System; (c) 10% Project Fees upon Go-Live; The Customer shall provide Plotbox with a purchase order number for invoicing upon contract signature. Delay in carrying out the Acceptance Tests once the Services are made available shall not relieve the Customer of its payment obligations or extend the above dates for payment. Payment of the Subscription Fees is due on an annual basis in advance. Plotbox shall invoice the Customer for the Subscription Fees upon signing of this contract and the Customer shall pay the amount due within 14 days of date of invoice. All amounts payable under this agreement are non-refundable.
Project Fees	means the fees payable by the Customer to Plotbox for carrying out the Work and delivery of the Services prior to the Acceptance Tests, as set out in Appendix 2.
Service Hours	means 9am to 5pm, each Business Day
Subscription Fees	means the annual subscription fees payable by the Customer to Plotbox for the User Subscriptions, as set out in Appendix 2.
Proposal	N/A
User Subscriptions	Means up to 3 individual named users specified by the Customer and agreed by Plotbox as at the Effective Date, who may use the Services in relation to the Facilities specified in the Tender only. In the event that the Customer wishes to use the Services at additional facilities or permit additional individual named users to use the Services, the Customer must purchase additional User Subscriptions in accordance with clause 4 at PlotBox's then prevailing rates.

8 APPENDIX 1

8.1 SUPPORT PROVISION

Any time worked, at the Customer's request or for the rectification of critical incidents, outside the Service Hours or outside the scope of the Services (including, without limitation, the Out-of-scope Services specified below) will be charged at the T&M and/or Overtime Rate (as applicable) plus VAT and Expenses (if any). The Service Charge applies solely to the provision of the Services and does not include third party costs for hardware or software. All third party costs will be charged as Expenses to the Customer monthly in arrears.

T&M Rate
The T&M Rate of $625 and Expenses (if any) applies per Man Day (being 8 hours per working day (Monday to Friday, excluding Northern Ireland Public Holidays)) for a support services engineer in addition to the Subscription Fees for work carried out outside the scope of the Services.

Overtime Rate
The Overtime Rate shall be calculated at double the prevailing T&M Rate + VAT and Expenses (where applicable).

Expenses
Expenses will be charged at cost and shall be paid by Customer monthly in arrears

8.2 SERVICE OVERVIEW

Plotbox will provide the following support services:

- Help Desk Support via standard online support channels (i.e. using Intercom)
- Routine Systems Management
- Security updates
- Enhancement of existing service features (but not new functionality development) is included free of charge
- Incident Management via Plotbox Support
- Management of technical relationship with Plotbox's chosen service provider

8.3 OUT OF SCOPE

Plotbox may reasonably determine that any Services requested by the Customer are Out-of-scope Services. If Plotbox makes any such determination, it shall promptly notify the Customer of that determination, and the Customer acknowledges that Plotbox is not obliged to provide Out-of-scope Services.

For the purposes of this Agreement "Out-of-scope Services" means any services provided by Plotbox in connection with any apparent problem reasonably determined by Plotbox not to have been caused by a Fault but rather a cause outside Plotbox's control (including without investigation work resulting in such a determination) or by: any improper use, misuse or unauthorized alteration by the Customer; any unauthorized use by the Customer; use of any hardware or software not supplied by Plotbox; or the use of a non-current version or release of the Software or Services.

8.4 ERROR CORRECTION

1.1. In accordance with this Agreement, Plotbox will use all commercially reasonable endeavors to maintain the Services in good working order during the Service Hours.

1.2. The Customer will promptly notify Plotbox of any support request via email or online of any defect error or other problem with the Services that means it fails to function in all material respects in accordance with its specification as published by Plotbox (the "**Fault**") and provide Plotbox (in so far as the Customer is reasonably able) with a documented example of the Fault, a description of the problem and start time of the incident and such information and assistance as is reasonably necessary to assist Plotbox to diagnose and rectify the Fault. Plotbox will categorize and record all Support Requests made in a Support Database and an entry in the Support Database will remain active until resolved. The Support Request will be categorized as; Explained, Complete, Withdrawn, No Action Required or Incident Raised. Where the Support Request is categorized as anything other than Incident Raised, Plotbox will use all reasonable endeavors to ensure that the matter is resolved as soon as reasonably practicable.

1.3. Where the Support Request results in an 'Incident Raised' the procedure identified in Sections 4.4 to 8 (inclusive) will be followed.

1.4. On receipt of a request for correction of any 'Incident Raised,' the matter will be logged in an Incidents Database and Plotbox will prioritize the Support Request based on its reasonable assessment of the severity level of the problem reported. Plotbox will use all reasonable endeavors to ensure that staff commence investigatory and corrective work within the Service Hours, to meet the target response time specified below at the table in section 5 depending on which category, or priority, the Incident Raised falls as defined in accordance with the table in section 6. Plotbox shall update the Customer at a frequency commensurate with the Target Response Time, within the Service Hours, until the Incident Raised is resolved.

8.5 TARGET RESPONSE TIME (WITHIN SERVICE HOURS)

Priority	**Target Response time**
Critical	1 hours
Severe	3 hours
Serious	6 hours
Minor/Query	24 hours

8.6 ERROR CLASSIFICATION

Priority	**Classification**
Critical	System not usable for any purpose
Severe	Malfunction impacting critical piece of functionality
Serious	Malfunction impacting non-critical piece of functionality
Minor/Query	Routine advice and guidance request, Documentation deficiency or usability suggestion

8.7 INCIDENT RAISED CLOSURE CATEGORIES

Category	Description
Software, Systems or Sub-Systems Error	The cause of the problem has been identified and an appropriate resolution has been generated.
Hardware Fault	The cause of the problem has been identified as a Hardware Fault.
User Error	The cause of the problem has been identified as a user error, not a Software, Systems or Sub-Systems Error.
No Fault Found	Either, the behavior displayed in the incident report can be replicated and the way in which the Software, Systems or Sub-Systems behaved was consistent with the expected outcomes, or, Plotbox has not been able to replicate this incident within the supported version and environment.
Withdrawn	The Customer has determined that a resolution to the incident should no longer be pursued.
Change Request	The Software, Systems or Sub-Systems behavior is as designed. A CR should be raised to enhance functionality.
Documentation Error	The cause of the problem has been identified as stemming from a Documentation Error, which has been rectified.

8.8 EXTENSION

The parties may, on a case by case basis, agree in writing to a reasonable extension of the response times specified above. The Customer hereby acknowledges and agrees that, whilst PlotBox shall use all reasonable endeavors to meet the response times, all such times are estimate only, and time shall not be of the essence under this agreement.

9 APPENDIX 2

9.1 PROJECT FEES AND SUBSCRIPTION FEES

9.1.1 PROJECT FEES

Item	Description	Price $
1	Setup Fees	36000.00
	TOTAL SET-UP COST	36000.00

9.1.2 SUBSCRIPTION FEES

Yearly License Costs for 12 months based on 3 users	**$** 8000

City Council Regular

Date:	05/09/2022
Title:	Contract - 2023 Billings Urban Area Long Range Transportation Plan Update
Presented by:	Scott Walker
Department:	Planning & Community Services
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that the City Council approve, and instruct Mayor Cole to sign, the Consultant Agreement with Kittelson & Associates to complete the 2023 Long Range Transportation Plan update.

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

The City Council is being presented with a contract with Kittelsen & Associates to update the 2018 Billings Urban Area Long Range Transportation Plan. The Yellowstone County Board of Planning (YCBP) is the designated Metropolitan Planning Organization (MPO) for the Billings Urban Area. The Billings MPO is required to develop a Long Range Transportation Plan (LRTP) every five years to meet the requirements of the Federal Highway Administration. Since the previous transportation plan was updated in 2018, we must follow the federal requirement and update the plan accordingly. In addition to updated analysis of the transportation network, the update will ensure the plan is in alignment with local, State, and Federal transportation planning efforts and requirements. Updating the 2018 Billings Urban Area Long Range Transportation Plan was approved by the City Council and PCC in 2021 as part of the 2022 Unified Planning Work Program and budget.

ALTERNATIVES

The City Council may:
- Approve the consultant contract as proposed; or
- Direct staff to negotiate specific changes with Kittelson & Associates and return a revised contract; or
- Not approve the consultant contract. Not approving the contract means the City Council is not approving completion of a funded project in the 2022 Unified Planning Work Program that was already approved by the Policy Coordinating Committee in 2021 and, ultimately, could put the City in jeopardy of not receiving Federal transportation planning funds.

FISCAL EFFECTS

The cost of the LRTP contract is in an amount not to exceed $269,801. The costs are detailed in Exhibit B of the consultant contract. The total source of funding for this project is federal dollars. These monies are required to be spent on planning studies and may not be spent for things like engineering or construction of transportation projects. Further, it is through the Billings Urban Area Metropolitan Planning Organization's Federal PL (planning) funds that this project will receive reimbursement. This plan is identified in the current 2022 Billings Unified Planning Work Program which was approved by Federal Highways in September 2021. There is no cost to the City of Billings or Yellowstone County for completion of this study.

Attachments

2023 LRTP Update

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 Kittelson & Associates, Inc., 101 S. Capitol Boulevard, Suite 600, Boise, Idaho 83702, hereinafter referred to as "**CONSULTANT**."

WITNESSETH:

WHEREAS, the **CITY** proposes to develop the 2023 Billings Urban Area Long Range Transportation Plan 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 sixteen (16) months, from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended for six (6) months 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 $269,801.00.

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. INCORPORATION BY REFERENCE: All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall control.

5. 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.

6. INDEMNITY:

The **CONSULTANT** SHALL:

A. Indemnify and hold **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CONSULTANT** or its agents or employees.

B. Not indemnify and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission 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 reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CITY** and the **CONSULTANT**, the **CONSULTANT** shall indemnify and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, to the extent caused by 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 and hold **CONSULTANT**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CITY** or its agents or employees.

E. Not indemnify and hold the **CONSULTANT** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission 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 reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CONSULTANT** and the **CITY**, the **CITY** shall indemnify 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, to the extent caused by the **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

7. INSURANCE:

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

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

1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual liability assumed under an insured agreement 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.

8. **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. All services under this **AGREEMENT** shall be performed with the care and skill utilized by members of **CONSULTANT'S** profession practicing under similar circumstances at the same time and in the same locale.

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.

9. **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. For this project, the Project Manager for **CONSULTANT** designated is Andrew J. Daleiden and the Project Manager for the **CITY** designated is Scott Walker.

10. **DBE GOALS AND NONDISCRIMINATION:**

DBE Goals

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

Nondiscrimination Compliance

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

Rev. 01/2022

Montana Department of Transportation ("MDT") is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by its employees or anyone with whom MDT does business:

Federal protected classes	State protected classes
Race, color, national origin, sex, sexual orientation, gender identity, age, disability, income-level & Limited English Proficiency	Race, color, national origin, parental/marital status, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, religion/creed, social origin or condition, genetic information, sex, sexual orientation, gender identification or expression, ancestry, age, disability mental or physical, political or religious affiliations or ideas, military service or veteran status, vaccination status or possession of immunity passport

For the duration of this contract/agreement, the PARTY agrees as follows:

A. **Compliance with Regulations:** The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non- Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

B. **Non-discrimination:**

a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.

b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:

i. A statement that the PARTY does not discriminate on the grounds of any protected classes.

ii. A statement that the PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).

iii. Contact information for the PARTY's representative tasked with handling non- discrimination complaints and providing reasonable accommodations under the ADA.

iv. Information on how to request information in alternative accessible formats.

c. In accordance with Mont. Code Ann. § 49-3-207, the PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that the PARTY does not discriminate on the grounds of any protected class.

C. **Participation by Disadvantaged Business Enterprises (DBEs):**

a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml

b. By signing this agreement, the PARTY assures MDT that:

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

c. The PARTY must include the above assurance in each contract/agreement the PARTY enters.

D. **Solicitation for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation, made by the PARTY 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 PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

E. **Information and Reports:** The PARTY will provide all information and reports required by the Acts, 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 MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts,

Regulations, 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 PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

F. **Sanctions for Noncompliance:** In the event of a PARTY's noncompliance with the Non- discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or

b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

G. **Pertinent Non-Discrimination Authorities:** During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

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

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);

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

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

- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- 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);

- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

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

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

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

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

- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

- Mont. Code Ann. § 49-3-205 Governmental services;

- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;

- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

H. **Incorporation of Provisions:** The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements

of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

11. **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**.

12. **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.

13. **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.

14. **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.

15. **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.

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

17. **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.

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

19. **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 **CON**

SULTANT, 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.

20. **OWNERSHIP OF DOCUMENTS: Upon final payment to CONSULTANT,** 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. Notwithstanding the foregoing, **CONSULTANT** shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the **CITY** in the performance of this **AGREEMENT** shall also remain the property of the **CONSULTANT**.

21. **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.

22. **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**.

23. **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.

24. **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.

25. **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.

26. **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 **KITTELSON & ASSOCIATES, INC.**

WILLIAM A. COLE,
MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

ATTEST:

DENISE BOHLMAN, CITY CLERK

SIGNATURE

ANDREW J. DALEIDEN

PRINT NAME

SENIOR PRINCIPAL ENGINEER
PRINT TITLE

EXHIBIT A
BACKGROUND AND SCOPE OF WORK

Background

In 2018, the Billings Metropolitan Planning Organization (MPO) adopted a Long-Range Transportation Plan (LRTP) that is the framework to guide the development and implementation of a multimodal transportation system. The planning process included a comprehensive update of the goals and objectives, assessed 2017 land use and transportation conditions and forecasts for the target year of 2040, and developed a preferred funding scenario for a balanced multi-modal transportation system.

For urbanized areas exceeding a population of 50,000, the existence of a Metropolitan Planning Organization (MPO) is necessary to meet federal requirements for *obtaining* and *expending* federal transportation funds. Specifically, the federal government requires that each urbanized area, as a condition to the receipt of federal capital or operating assistance, have in place a *continuing*, *cooperative*, and *comprehensive transportation (3-C) planning process*. This 3-C process must result in plans and programs consistent with the comprehensively planned development of the urbanized area. In order to demonstrate that a 3-C planning process is being implemented the MPO must periodically prepare and adopt a minimum 20-year long-range transportation plan (per the requirements of 23 CFR 450.306, 316 and 322). To satisfy federal planning requirements the MPO has prepared a Scope of Services to hire a consultant team (hereby known as the Consultant(s)) to assist with the development and adoption of the next Long-Range Transportation Plan (LRTP).

The LRTP update will have 2045 as the target horizon year. The adopted plan must be fiscally constrained and implementable by the appropriate local and state transportation agencies. The LRTP will improve on long-range and short-range strategies/actions that lead to the development of an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods. It will be developed with regards to the intent and requirements of the Infrastructure Investment and Jobs Act (IIJA), and requirements stipulated by the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Montana Department of Transportation (MDT). The 2045 LRTP update will continue to be multimodal in nature including transit, pedestrian facilities, bikeways and highway/street transportation, and other transportation systems including truck and rail.

The following is a list of the minimum work required under this contract. Additional tasks and work elements may be added or deleted during contract negotiations. Upon conclusion of the negotiation process and before proceeding with work tasks, the selected consultant will be required to prepare a final work plan for inclusion into a contract agreement. The consultant will be required to complete all work under this contract within the budget for this project by August 31, 2023.

The objectives of the 2023 Long Range Transportation Plan Update are:

- Update existing conditions and long-term outlook for the Billings urban area transportation system.
- Ensure the LRTP update includes appropriate performance-based planning that meets federal, state and local requirements and community goals.
- Ensure consistency with area infrastructure plans such as the 2016 Billings Area Bikeway and Trail Master Plan.
- Identify opportunities to increase consistency between the LRTP and other regional plans and policies such as the Billings and Lockwood Growth Policies, Billings Community Transportation Safety Plan, the City of Billings Complete Streets Policy, annexation policies, Capital Improvement Programs, and other infrastructure plans.
- Develop analyses and recommendations on how Billings transportation system can be enhanced or improved through emerging technologies such as signal optimization and Intelligent vehicle-to-infrastructure communication systems, and electric vehicle usage.
- Evaluate long-term financial outlook and transportation system improvement costs in order to better align funding with plan goals.
- The consultant will develop a 2019 base year travel demand model with associated documentation outlining model development, parameters, and model validation and reasonableness checks per Federal Highway Administration's (FHWA) Travel Model Improvement Program (TMIP). Consultant will provide and input projected growth for future year model (2045) and complete model alternative runs. The Billings MPO Area Travel Demand Model will be available for use if so desired by the successful consultant. This model was developed in the Trans Cad format. In addition, the MPO has developed a 2016 Household Travel Survey if requested by successful consultant.
- The 2018 and subsequent amendments list transportation projects broken into committed, recommended, and illustrative types. Develop a review and prioritization process to evaluate existing listed projects and identify new projects. This process will be used for the Project Oversight Committee, Local Officials and interested public.

Project Tasks – Scope of Work

Throughout the Transportation Planning Process, the Consultant shall provide the following:

- Provide weekly project management reports to the City/County Planning Division.
- Provide copies of any public announcements and community meeting sign-in sheets (or similar)
- Steering Committee Meetings' minutes (or similar)

Task 1: Project Schedule, Work Plan, Steering Committee Activity

Required analysis:

- The consultant shall develop and present a proposal outlining all work and deliverables of the 2045 Long Range Transportation Plan update. The MPO staff will use this work plan to monitor and assess progress of the LRTP update. This includes, but is not limited to a detailed project schedule that identifies key task deadlines and/or milestones, presentations, and public involvement activities. The consultant shall also provide a work plan that outlines the project approach including coordination with the MPO Project Manager, expectations for LRTP Committee meetings, expectations for public involvement activities and involvement of planners and community stakeholders (public and private sector).

Task 2: Public Involvement Plan

Required analysis:

- This project will include a robust public involvement process. The consultant's public participation plan shall be consistent with the MPO's 2018 Public Participation Plan. In order to gather significant input on local concerns, the consultant shall assist staff in conducting activities in the community such as meetings, open houses and/or workshops to address transportation related concerns in the urbanized area.

- In addition to open houses, workshops and committee meetings, the MPO encourages innovate public involvement and strategies to underrepresented and disadvantage populations. The consultant will be expected to present a plan that incorporates innovative and wide-ranging list of involvement activities with elements that complement each other. Additional activities that may be considered in the public participation plan include, but are not limited to:

    - Focus group interviews;
    - On-line forums and virtual open-houses;

- Interactive on-line mapping and input opportunities;
- Surveys
- Dedicated project website;
- Social media

Task 3: Existing Conditions and Deficiencies Review

The consultant should review existing relevant background data and documentation to develop an updated summary of existing conditions within the Planning Area and identify existing transportation system deficiencies. The MPO staff will provide all background data and information.

Identification of deficiencies should consider all modes of transportation and include safety, connectivity, integration, congestion/level of service, travel time, people and goods movement, maintenance and preservation, and mobility and accessibility.

Required analysis:

- In support of travel demand model development, the MPO will provide data from the Billings/Yellowstone County Household Travel Survey. MDT will provide shapefiles for the 2019 road network containing roadway characteristics and AADT information and 2019 Traffic Analysis Zones (TAZ) with socioeconomic data. The travel demand model will be used to simulate existing 2019 travel patterns, forecast future traffic volumes and allow for analysis of alternative transportation improvements.
- Existing conditions for level of service/congestion shall be obtained.
- Review and analyze progress on performance measure identified in the 2018 update.

Background data and information to review (not limited to):

- 2018 Long-Range Transportation Plan
- Transportation and land use considerations of the Billings and Lockwood Growth Policies
- 2016 Bike and Trail Master Plan
- Locally adopted Planning Studies, public facility plans and related development regulations
- 2016 Community Transportation Safety Plan and associated crash data
- 2020-2024 Transportation Improvement Program Amendment II
- Census Bureau data

Task 4 – 2045 Transportation System Needs Assessment and Project List Update

The consultant shall conduct a future year (2045) transportation system needs assessment, utilizing the existing conditions analysis, current project lists and prioritization, and future growth scenarios in the City of Billings and Lockwood Growth Policies.

The needs assessment will be used to inform the update and development of a revised set of projects, building off the project lists included in the 2018 LRTP and identifying new priorities.

In addition to the future needs assessment and proposed project lists necessary to address those needs, the MPO desires to more explicitly address the role emerging technologies can and should take in achieving our plan goals. Technology examples include communications technology and intelligent transportation systems (ITS). The consultant should be prepared to develop research, recommendations, and gather community priorities for emerging technology.

Required analysis:

- The consultant will work with the MPO and MDT to identify the most efficient use of resources to move people and goods in and through the Metropolitan Planning Area. Use of the existing conditions and deficiencies analysis shall inform the future needs assessment, and preferred outcomes of the project list update shall reinforce and support performance measures.
- Evaluation and update of project descriptions, recommended improvements, and cost estimates to accurately reflect deficiencies, needs assessment, and performance measures.
- Evaluation and recommendations on how emerging technologies will support Billings future transportation system and recommended actions necessary to support or manage these systems.

Task 5 – Financial Plan

Federal regulations regarding the development of long-range transportation plans require that a financial plan that demonstrates how the adopted transportation plan can be implemented is provided and that the recommended project list be fiscally-constrained.

Required Analysis:

- Early in the process, the consultant should work with the MPO and MDT staff to identify projected funding resources (throughout the lifetime of the plan), including both public and private sources (federal, state, and local) and by mode as necessary. This task will likely require coordination with other entities.

- The consultant should analyze public input data collected throughout the planning process to develop potential funding priorities.

Task 6 – Plan Implementation Recommendations

The 2018 LRTP required extensive updates to the Safety and Security chapters and the development of Performance Measure. The 2023 LRTP update should continue to include up-to-date information and requirements and update/identify community goals and implementation, including roles and responsibilities of related agencies such as the MDT, City and County.

Required analysis:

- Clear graphics and a summary of goals established in the 2018 LRTP.

- Evaluation of current funding and design priorities, and development of recommended priorities to implement plan goals.

Identification of additional policies or procedures that can help achieve more diverse modes of transportation.

Task 7 – Prepare Draft 2023 Long Range Transportation Plan

The draft phase of the LRTP will include a review and adoption process and will require the consultant to attend various local government review and action meetings. These meetings can be in-person or via Zoom or related platform. These meetings will provide an opportunity for the consultant to present an overview of the LRTP, answer questions and provide guidance on the contents of the plan. The required meetings include: Technical Advisory Committee (TAC); Yellowstone County Board of Planning (Planning Board), this meeting will include a public hearing; Billings City Council (City); Yellowstone Board of County Commissioners (BOCC); and, the final meeting of the adoption process, Policy Coordinating Committee (PCC).

Required analysis:

- The consultant shall work with the MPO to gather all information collected during previous tasks, including technical resources and public input, to develop a Draft 2023 Long-Range Transportation Plan, which includes a project list that is financially constrained and meets all federal requirements.

- Throughout the review and adoption phase, the consultant shall edit and amend any portion of the LRTP deemed needed for the successful adoption of the plan.

Task 8 – Prepare Final 2023 Long Range Transportation Plan

After final adoption by the PCC, the consultant shall deliver to the MPO:

- 2023 Billings Urban Area Long Range Transportation Plan to include:
  - 15 printed copies
  - 1 electronic writable format
  - 1 digital interactive website pdf. copy

EXHIBIT B
PROJECT COST

COST

Task/Sub-Task	Kittelson & Associates, Inc.									DOWL			Total Hours	Total Cost
	Project Manager Andy Daleiden	Project Principal Wende Wilber	Senior Advisor Nick Foster	Modeler Mike Aronson	Modeling Support	Analyst Mark Heisinger	Analyst Rachel Grosso	GIS Analyst Steve Rhyne	Graphics Katie Ayer	Design Support Doug Enderson	Safety Support Sarah Patterson	PI Manager Lisa Olmsted		
Task 1: Project Management	18	1	0	0	0	26	3	0	0	20	0	14	82	$15,032
Develop Work Plan & Final Schedule	4	1	-	-	-	2	3	-	-	4	-	6	20	$3,575
Monthly Progress Reports & Invoice	4	-	-	-	-	4	-	-	-	8	-	8	24	$4,402
Weekly Email Updates	4	-	-	-	-	16	-	-	-	-	-	-	20	$3,183
Subconsultant Coordination	6	-	-	-	-	4	-	-	-	8	-	-	18	$3,873
Task 2: Project Visioning & Public Involvement	77	0.5	0.5	8	0	80	56	0	20	84	14	130	470	$79,640
Project Branding	1	-	-	-	-	2	2	-	16	1	-	1	23	$2,718
Develop Public Involvement Plan	2	-	-	-	-	-	-	-	-	2	-	8	12	$2,001
Project Visioning	4	0.5	0.5	-	-	8	8	-	-	2	-	2	25	$4,044
Steering Committee Meetings	40	-	-	8	-	38	38	-	-	30	4	24	182	$32,610
Public Outreach Meetings	18	-	-	-	-	18		-	4	10	-	45	95	$15,524
Elected Officials Workshop	10	-	-	-	-	10	4	-	-	3	-	-	27	$5,085
Project Website & Engagement Platform	1	-	-	-	-	2	2	-	-	4	10	10	29	$4,479
Survey/Stakeholder Outreach	1	-	-	-	-	2	2	-	-	32	-	40	77	$13,179
Task 3: Existing Conditions & Deficiency Review	16	2	2	0	0	80	80	12	8	4	40	0	244	$35,620
Multimodal, Equity, Emerging Technologies Review and Analysis	4	-	-	-	-	20	20	8	-	-	-	-	52	$7,610
Traffic & Safety Analysis	4	1	1	-	-	40	40	-	-	4	40	-	130	$18,825
Draft Existing Conditions Chapter	8	1	1	-	-	20	20	4	8	-	-	-	62	$9,186
Task 4: Travel Demand Model	4	0	0	32	80	24	24	0	0	0	0	0	164	$28,041
Base Year Model	2	-	-	16	40	8	8	-	-	-	-	-	74	$12,974
Year 2045 Model	2	-	-	16	40	16	16	-	-	-	-	-	90	$15,067
Task 5: Future Needs Assessment & Project List	24	4	3	12	24	106	106	20	16	12	12	0	339	$51,696
Transportation Network Scenarios	4	-	-	12	24	4	4	-	-	-	-	-	48	$8,886
Multimodal, Equity, Emerging Technologies Review and Analysis	4	-	-	-	-	20	20	-	-	-	-	-	44	$6,253
Traffic & Safety Analysis	4	1	1	-	-	32	32	-	-	4	4	-	78	$11,332
Project Prioritization Process	4	1	-	-	-	10	10	4	-	4	4	-	37	$6,040
Draft Project List/Cost Estimates	4	1	1	-	-	20	20	8	-	4	4	-	62	$9,550
Future Conditions Chapter	4	1	1	-	-	20	20	8	16	-	-	-	70	$9,635
Task 6: Financial Plan	4	0	0	0	0	20	20	4	0	0	0	0	48	$6,931
Task 7: Billings 2023 LRTP Report	24	5	4	0	0	54	54	8	36	8	0	8	201	$30,002
Task 8: Plan Adoption	20	0	0	0	0	11	3	0	0	0	0	0	34	$6,973
TOTAL LABOR COST	187	12.5	9.5	52	104	401	346	44	80	128	66	152	1,582	$253,936

*Reimbursables include costs for print materials, media promotion, public outreach, and travel for four Steering Committee meetings and plan adoption meetings.

Total Reimbursables: $15,865*

Total Project Budget: $269,801

EXHIBIT C
CERTIFICATE OF LIABILITY INSURANCE

Client#: 763494 KITTEASC

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY): 3/24/2022

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

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

PRODUCER	CONTACT NAME: Please See Below:	
USI Insurance Services NW PR 601 Union Street, Suite 1000 Seattle, WA 98101	PHONE (A/C, No, Ext): 206 441-6300	FAX (A/C, No): 610-362-8530
	E-MAIL ADDRESS: Seattle.PLCertRequest@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hanover Insurance Company	22292
INSURED Kittelson & Associates, Inc. 851 SW 6th Avenue, Suite 600 Portland, OR 97204	INSURER B : Allmerica Financial Benefit Ins. Co.	41840
	INSURER C : XL Specialty Insurance Company	37885
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	ZD2D78128003	01/01/2022	01/01/2023	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
							Stop Gap/EL	$1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	AW2D78128704	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $0	X	X	UH2D78128103 (Follow Form)	01/01/2022	01/01/2023	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WM2D78128903	01/01/2022	01/01/2023	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liability Incl. Pollution		X	DPR9987381	01/01/2022	01/01/2023	$5,000,000 per claim $5,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please Note: The limits shown above may not represent the full limits of coverage carried by the Named Insured, but are shown as evidence that coverage is carried with limits at least as high as is required by contract.

RE: KAI PN 27514-Billings Urban Area LRTP - 2022 Update.
(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of Billings PO Box 1178 Billings, MT 59103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Joan A. Ryan

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City Council Regular

Date:	05/09/2022
Title:	Approval of Five-Year Professional Engineering Services Agreement with Morrison-Maierle, Inc.
Presented by:	Shane Ketterling, Assistant Director of Aviation and Transit
Department:	Airport
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that the City Council approve the award of the Five-Year Agreement for Professional Engineering Services with Morrison-Maierle, Inc. for the Aviation and Transit Department and authorize the Mayor to sign the Agreement.

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

The Department of Aviation and Transit has historically entered into a five-year professional engineering services agreement with an engineering firm to provide the necessary engineering services for all of the Department of Aviation and Transit's Federally funded Airport Improvement Program (AIP) projects, Federal Transit Administration (FTA) projects, Passenger Facility Charge (PFC) projects, Capital Improvement Projects (CIP), and other general engineering service needs. The most recent Engineering Agreement expired on April 10, 2022. The five-year agreement term provides continuity in the design and construction administration that takes place on the Airport's airfield where the majority of the AIP and PFC funded projects take place. While a longer term might provide a greater continuity of service, the Federal Aviation Administration (FAA) Advisory Circular 150/5100-14E requires that engineering services contracts be limited to five years.

A Request for Qualifications (RFQ) was developed for the engineering services for the Department of Aviation and Transit. That RFQ was then advertised in the *Yellowstone County News* on March 25, April 1, and 8, 2022, and posted on the City and Airport's Websites. The RFQ was sent out to interested parties and proposals were due on April 14, 2022. In spite of these efforts, only one Statement of Qualifications was received. The Statement of Qualifications submitted by Morrison-Maierle was reviewed by staff, and it fully complies with all of the requirements of the RFQ.

ALTERNATIVES

City Council may:

- Approve the award of the Five-Year Engineering Agreement with Morrison-Maierle, Inc.; or
- Disapprove the award of the Five-Year Engineering Agreement with Morrison-Maierle, Inc. and advise staff on how to proceed.

FISCAL EFFECTS

There is no immediate financial impact from this Council action. The future engineering fees associated with each future project will be negotiated with staff and approved by the FAA and FTA before bringing the contract amendment to the Council for approval. Subsequently, the base agreement will be amended each time a project is undertaken and the financial impact will be presented at that time. As in the past, the majority of the costs will be funded with FAA or FTA grants.

Attachments

5-Year Engineering Agreement

MASTER AGREEMENT FOR PROFESSIONAL AIRPORT ENGINEERING SERVICES BETWEEN OWNER AND ENGINEER

THIS IS AN AGREEMENT made as of _____ between the OWNER, City of Billings Aviation and Transit Department, 1901 Terminal Circle, Room 216, Billings, MT 59105, and the ENGINEER, Morrison-Maierle, Inc., 315 N. 25th Street, Suite 102, Billings, MT 59101.

WHEREAS the OWNER intends to perform several Airport Improvement Projects at the Billings Logan International Airport and MET Transit under their authority during the following 2022-2027 years including, but not limited to, the following:

1. Commercial Apron Concrete Construction
2. Pavement Condition Index Survey
3. North Side Ramp Expansion
4. Taxiway A West Pavement Rehabilitation
5. Taxiway B North Side Pavement Rehabilitation
6. Fuel Farm Service Road Construction
7. Equipment Purchases
8. Airfield Storm Water Improvements
9. Improvements to Runway 7/25
10. Cargo Ramp Expansion
11. MET Administrative and Maintenance Facility Expansion/Remodel
12. Metroplex Electrical Upgrades and Fueling Bays Holding Tank Improvements
13. MET Facilities Upgrades to Security

This AGREEMENT sets forth the general terms and conditions which shall govern the relationships and performance of the **Owner** and **Engineer** for work designated for each project and documented by a **Task Amendment**. Each **Task Amendment** will be prepared and executed by both parties for each project and will set forth specific project requirements, services of the **Engineer**, **Owner's** responsibilities, times for rendering services, deliverables to be provided, basis of compensation, and other appropriate contract terms related to the specific project.

The **Owner** and **Engineer** in consideration of their mutual covenants herein agree in respect to the performance of Professional Engineering Services by **Engineer** and the payment for those services by **Owner** as set forth in issued **Task Amendments**.

The **Engineer** shall provide Professional Airport Planning and Engineering services for **Owner** in all phases of the Project to which this Agreement applies, serve as **Owner's** professional engineering representative for each Project as set forth in the Task Amendments and shall give professional engineering consultation and advice to **Owner** during the performance of services hereunder.

This AGREEMENT (consisting of pages 1 to 35, inclusive), together with any specifically noted attachments, if any, constitute the entire Agreement between **Owner** and **Engineer** and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a written instrument signed by both **Owner** and **Engineer.**

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

OWNER:	ENGINEER:
CITY OF BILLINGS AVIATION & TRANSIT DEPARTMENT Name	MORRISON-MAIERLE, INC. Name
Signature	Signature
Title	Title
Attest	Attest
ADDRESS FOR GIVING NOTICES:	ADDRESS FOR GIVING NOTICES:
Billings Logan International Airport	315 N. 25th Street, Suite 102
1901 Terminal Circle, Room 216	Billings, MT 59101
Billings, MT 59105	
MET Transit	
1705 Monad Road	
Billings, MT 59101	

OWNER - ENGINEER MASTER AGREEMENT INDEX

This Agreement includes the following parts:

SIGNATURE PAGE
INDEX
DEFINITIONS
MASTER FORM OF AGREEMENT

Section 1 ENGINEER'S RESPONSIBILITY

Section 2 SCOPE OF SERVICES
- 2.01 Basic Services
- 2.02 Additional Services

Section 3 OWNER'S RESPONSIBILITIES

Section 4 TIME OF PERFORMANCE

Section 5 PAYMENT TO ENGINEER

Section 6 GENERAL PROVISIONS
- 6.01 Standards of Performance
- 6.02 Betterment
- 6.03 Certifications, Guarantees and Warranties
- 6.04 Compliance with ADA and Other Laws and Regulations
- 6.05 Contingency Fund
- 6.06 Changes
- 6.07 Reuse of Construction Documents
- 6.08 Reuse of Planning Documents
- 6.09 Estimate of Construction Costs and Total Project Costs
- 6.10 Dispute Resolution
- 6.11 Subconsultants
- 6.12 Electronic Transmittals
- 6.13 Successors and Assigns and Beneficiaries
- 6.14 Compliance with Laws and Federal Regulations
- 6.15 Construction Safety and Phasing Plan
- 6.16 Allocation of Risks – Indemnification
- 6.17 Statutes of Limitations
- 6.18 Insurance
- 6.19 Controlling Law
- 6.20 Notices
- 6.21 Survival
- 6.22 Severability
- 6.23 Waiver

Attachments:
1. Exhibit A – Task Amendment Format
2. Exhibit B - Duties, Responsibilities and Limitation of Authority of Resident Project Representative
3. Exhibit C – Notice of Acceptability of Work
4. Exhibit D – Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors
5. Exhibit E – Required Contract Provisions for Federal Transit Administration and for Obligated Sponsors

DEFINITION OF TERMS

Wherever used in this Agreement (including the Exhibits hereto), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda* - Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services* - The services to be performed for or furnished to **Owner** by **Engineer** in accordance with Section 2.02 of this Agreement or Task Amendment.

3. *Agreement* - This written contract for professional services between **Owner** and **Engineer**, including all exhibits identified in the Index of this Agreement or Task Amendment and any duly executed amendments.

4. *Application for Payment* - The form acceptable to **Engineer** which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services* - The services to be performed for or furnished to **Owner** by **Engineer** in accordance with Section 2.01 of this Agreement or Task Amendment.

6. *Calendar Day* - Every day shown on the calendar.

7. *Change Amendment or Supplemental Agreement* - A document which is signed by Contractor and **Owner** and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract. (The Federal Aviation Administration standard specification for Airport Construction uses the term *Supplemental Agreement).*

8. *Change Proposal* - A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by **Engineer** concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. *Constituent of Concern* - Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. *Construction Contract* - The entire and integrated written contract between the **Owner** and Contractor concerning the Work.

11. *Construction Contract Documents* - Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

12. *Construction Contract Price* - The money that **Owner** has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. *Construction Contract Times* - The number of Calendar Days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. *Construction Cost* - The cost to **Owner** of the construction of those portions of the entire Project designed or specified by or for **Engineer** under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of **Engineer** or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; **Owner's** costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to **Owner**. Construction Cost is one of the items comprising Total Project Costs.

15. *Constructor* - Any person or entity (not including the **Engineer**, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, **Owner's** work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. *Construction Safety and Phasing Plan (CSPP)* - The overall plan for safety and phasing of an Airport construction project developed by the **Owner (**airport operator) or developed by the airport operator's **Engineer** and approved by the airport operator and Federal Aviation Administration. It is included in the invitation for bids and becomes part of the project Construction Contract Documents.

17. *Consultants or Subconsultants* - Individuals or entities having a contract with **Engineer** to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

18. *Contractor* - The entity or individual with which **Owner** enters into a Construction Contract.

19. *Documents* - Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by **Engineer** to **Owner** pursuant to this Agreement.

20. *Drawings* - That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

21. *Effective Date* - The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

22. *Engineer* - The individual or entity named as such in this Agreement.

23. *Field Order or Change Order* – A written order issued by **Engineer** and approved by the **Owner** which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times. (The Federal Aviation Administration standard specification for Airport Construction uses the term *Change Order).*

24. *Laws and Regulations; Laws or Regulations* - Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. The contract clauses required by the Federal Aviation Administration to be included professional service agreements are included in Section 6.14 and Exhibit D.

25. *Owner* - The individual or entity named as such in this Agreement and for which **Engineer's** services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project. For Federal Aviation Administration projects the term Owner may also mean *Sponsor.*

26. *Project* - The total undertaking to be accomplished for **Owner** by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by **Engineer** under this Agreement are a part.

27. *Record Drawings* - Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by **Engineer** and delivered to the **Owner** as part of Project Closeout Services or as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to **Engineer** and annotated by Contractor to show changes made during construction.

28. *Reimbursable Expenses* - The expenses incurred directly by **Engineer** in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

29 *Resident Project Representative* - The authorized representative of **Engineer** assigned to assist **Engineer** at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit B.

30. *Samples* - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

31. *Shop Drawings* - All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

32. *Site or Airport* - Lands or areas to be indicated in the Construction Contract Documents as being furnished by **Owner** upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by **Owner** which are designated for the use of Contractor.

33. *Specifications* - The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the

Work.

34. *Sponsor* - A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.

35. *Subcontractor* - An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

36. *Substantial Completion* - The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of **Engineer**, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

37. *Supplier* - A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

38. *Total Project Costs* - The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of **Engineer** or other design professionals and consultants, together with such other Project-related costs that **Owner** furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, **Owner’s** costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to **Owner**.

39. *Work* - The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

40. *Work Change Directive* - A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by **Owner** and recommended by **Engineer**, ordering an addition, deletion, or revision in the Work.

MASTER FORM OF AGREEMENT

1. This is a Master Form of Agreement which provides for the performance of services for multiple projects over a specified period of time. Services shall be performed only as authorized by Task Amendments issued under this Agreement.

2. The effective date of this Agreement is as shown on page 1. This Agreement shall be effective and applicable to Task Amendments issued hereunder for Five (5) years from the effective date of the Agreement.

3. This Agreement provides for the general terms and conditions which shall govern the relationships and performance of the **Engineer** and **Owner** for the various projects involved in this Agreement. Each Task Amendment will further describe any distinctive terms or conditions required of the **Engineer** and **Owner** which are specific to the project covered by the Task Amendment.

4. The services to be provided by the **Engineer** will include applicable Basic and Additional Services as set forth herein plus specific services for each project as detailed in a duly executed Task Amendment for that project. The Task Amendment will indicate the specific tasks and functions to be performed, deliverables to be provided, establish beginning and completion dates, and include a method of payment to the **Engineer** for the performance of the services.

5. **Owner** shall have the responsibilities set forth in this Agreement and as further identified in the Task Amendment for each specific project.

6. **Engineer** shall not be obligated to perform any prospective Task Amendment unless and until **Owner** and **Engineer** agree as to the particulars of the specific Project, **Engineer's** services, compensation and all other appropriate matters.

7. Expiration of this Agreement shall not affect Task Amendments issued hereunder during its term, or the validity of any actions taken under or with respect to such Task Amendments, including modifications, whether taken before or after the expiration of the term of this Agreement.

8. The services specified in a Task Amendment issued to the **Engineer** shall be commenced by the **Engineer** promptly and in any event not later than the beginning date specified in the Task Amendment.

Section 1 - ENGINEER'S RESPONSIBILITY

1.01 The **Engineer** shall serve as the **Owner's** professional Engineering representative for those projects or phases of the project to which the Task Amendment and this Agreement applies and will give consultation and advice to the **Owner** during the performance of the services. Services to be provided under a Task Amendment may include the following:

A. Acquisition of Land or Equipment

1. Land Acquisition projects will include scoping meetings, advising the **Owner** during the land acquisition process, preparing and submitting Categorical Exclusion Documentation and Applications for Federal Assistance, preparing and submitting DBE goals (if applicable), preparing certificates as required, requests for reimbursement, a final project report, and updating the ALP and Exhibit "A" - Airport Property Map.

The **Engineer** shall solicit or assist the **Owner** in the selection of appraisers and review appraisers, administer the land acquisition process, conduct legal land surveys and prepare certificates of survey. The Engineer shall assist the **Owner's** Attorney in obtaining the necessary data and documentation required for the Attorney to prepare the Title Opinion required for Project Closeout.

In the event of litigation (Condemnation), the **Engineer** shall provide Expert Testimony and provide technical support to the **Owner's** Attorney in the prosecution of the litigation.

2. Equipment Acquisition - Assist Owner with the acquisition of equipment by providing solicitation of bids or quotes as necessary to meet the requirements of the FAA equipment procurement process.

B. Design and Construction Administration of Airport Improvement Projects

Design and Construction Administration Projects are typically completed in Phases that are described in more detail in **Section 2 - Scope of Services and the Task Amendment.** Phases may include:

- **Phase I - Programming and Pre-Design Activities for the Project** including meetings with the **Owner** to develop a project scope and schedule, preparing a Task Amendment, preparation of Grant Applications, and CATEX or other environmental documentation required to obtain FAA assistance for the project. Selection of subconsultants, negotiation of professional services fees, and preparation of DBE goals is a part of Pre-Design activities.

- **Phase II - Preliminary Design Engineering for the Project** shall include a study of the project layout and possible alternative layouts, preparation of preliminary cost estimates for alternatives, meetings with the **Owner,** FAA to discuss alternatives, obtaining survey data and geotechnical information, studying alternative construction phasing to minimize impacts to airport users, pavement design, life cycle cost analysis, preparation, and submission of a 30% Design Report and 30% plans for approval, and preparation and submission of a Construction Safety and Phasing Plan (CSPP) to the FAA for review.

- **Phase III - Final Design Engineering for the Project** following review of the 30% Preliminary Engineering submission by the **Owner**, FAA, and based on their acceptance, modification and direction, shall include the undertaking of the Final Engineering activities required to prepare final plans and specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractors or Equipment Suppliers. This phase includes meetings and design conferences to obtain information and to coordinate or resolve design matters, collecting additional engineering data and undertaking additional field investigations, surveys, engineering, and environmental studies required to prepare detailed plans, specifications, and cost estimates. Final Design services include refining alternative construction phasing to minimize impacts to airport users, pavement design, and if applicable, pavement life cycle cost analysis and value engineering. Preparation and submission of Final Plans and Specifications, opinions of total project costs, the Final Design Report, and submission of an updated CSPP complete this phase. Intermediate submission of plans and specifications may be required at the 60%, 90%, and 100% stage depending on **Owner** and FAA policies.

- **Phase IV - Assistance in the Bidding Process** includes providing printed or electronic copies of plans, specifications, and bidding documents to Bidders, assisting the **Owner** in advertising and securing bids, negotiating for services, analyzing bid results, furnishing

recommendations on the award of contracts, and preparing or updating Applications for Federal Assistance.

- **Phase V - Construction Phase Services** may include:

1. Design with Construction Phase Services includes basic services rendered after the award of a construction contract including providing consultation and advice to the **Owner** during all phases of construction, on-site construction inspection and management involving the services of a full-time resident engineer, inspector, or manager during the construction or installation phase of a project, and providing appropriate reports to the **Owner**, FAA. Construction phase services also include reviewing and approving shop drawings and equipment cut sheets submitted by contractors for compliance with design concept, as well as reviewing laboratory and mill test reports of materials and equipment. Change orders and supplemental agreements will be prepared for **Owner**, FAA approval, performance tests required by specifications will be observed or reviewed, payment amounts to contractors will be determined and the **Owner** assisted in the preparation of grant reimbursement payment requests. Wage rate reviews will be conducted, along with making final inspections and submitting in the **Project Closeout Phase**, a report of the completed project including Record Drawings to the **Owner**, FAA, and State.

2. Design Without Construction Phase Services: For each design performed or furnished by **Engineer**, if **Owner** does not retain **Engineer**, by Task Amendment or otherwise, for project observation, or review of a Contractor's performance, or any construction phase services, and such services will be provided by **Owner** or others, then (1) **Engineer** shall have no design or shop drawing review obligations during construction; (2) **Owner** assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary construction phase engineering and professional services; and (3) **Owner** waives any claims against the **Engineer** that may be in any way connected thereto. In such a case, **Engineer's** Basic Services under the applicable Task Amendment will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Task Amendment.

3. Design With a Portion of the Construction Phase Services Provided by OWNER or Others: For each design performed or furnished by **Engineer** where the **Owner** elects to provide a portion of the construction phase services by **Owner** or others, the Task Amendment shall define the responsibility of each party for project observation, review of a Contractor's performance, and other construction phase services. Generally, when construction phase services are shared, the **Owner** often performs Resident Engineering/Resident Project Representation services and the **Engineer** often provides periodic construction observation and such services as shop drawing review, interpretation of the Contract Documents, contract administration, and **Project Closeout Phase Services,** all as outlined in the Task Amendment.

- **Phase VI Project Closeout Phase Services** include the collection and submittal of the Contractors Completion Documents to the **Owner** and preparation and submittal of a "Final Project Report" in accordance with appropriate FAA Airport District Office Notices or FAA Standard Operating Procedures in effect at the time of the project. The **Engineer** shall furnish the **OWNER** with two (2) hard copy sets of record drawings, specifications, shop drawings, submittals and Operations and Maintenance Manuals based on information furnished to the **Engineer** by the Contractor. The Final Report and Record Drawings shall also be submitted to the **Owner** and FAA in electronic PDF format. The Airport Layout Plan (ALP) shall be updated to show the completed construction. A major update of the ALP beyond showing completed construction is beyond the scope of Construction Phase Services. A major update includes revisions to bring the ALP into compliance with current FAA Standard Operating Procedure

standards for Airport Layout Plan Reviews. Major ALP Updates will be contracted for separately in a separate Task Amendment.

1.02 The **Engineer** shall perform the work in compliance with FAA requirements where applicable and in compliance with the standard of performance required in Section 6.01.

1.03 The **Engineer** shall be responsible for the technical accuracy of its services and documents resulting therefrom, and **Owner** shall not be responsible for discovering deficiencies therein. **Engineer** shall correct such deficiencies without additional compensation except to the extent such deficiencies are attributable to deficiencies in **Owner** furnished information.

1.04 The **Engineer** will attend Airport Advisory Committee or City Council meetings and meetings with the FAA and State as required to update Project progress. The maximum number of meetings with the Airport, FAA and State shall be as specified in the Task Amendment. In general, the **Engineer** will meet with the Airport on an on-call basis between Task Amendments and at all necessary regular or special meetings while work (design or construction) is ongoing.

Section 2 - SCOPE OF SERVICES

Each Task Amendment will clearly identify the engineering services required for each project. The following paragraphs are brief descriptions of engineering services typically provided, but may not be limited to those listed below.

2.01 Basic Services

The **Engineer** agrees to provide professional services in connection with the Project, including normal civil Engineering services as set forth below:

A. Acquisition of Land and Equipment

1. **Land Acquisition**

A. Land Acquisition: The land acquisition described in Exhibit A - Airport Property Map, will include performance of the following functions: securing of appraisals and appraisal reviews, conducting preliminary interviews and estimates, conducting negotiations, closing transactions with tenants and property owners, acquiring title commitments, subordination or acquisition of any property interest which would adversely affect Airport use, preparation and execution of deeds of conveyance, and other such functions required by Federal Aviation Administration. The preparation of a relocation plan, if required by federal regulations, shall be considered an additional service.

The services provided will comply with Federal Aviation Administration requirements in effect on the date of the Task Amendment, as set out in FAR Part 152, FAA Advisory Circular 150/5100-11 (Land Acquisition and Relocation Assistance under the Airport Development Aid Program) and FAA Order 5100.37 (Land Acquisition and Relocation Assistance for Airport Development Projects).

The Task Amendment will identify the size and description of the land acquisition related to the specific project.

The **Engineer** shall perform the following Land Acquisition Project work on behalf of the **Owner.** Depending on the circumstances, tasks such as just compensation offers, purchase, and

relocation negotiations may be done by the **Owner, Owner's Attorney**, or professionals retained by the **Engineer** or **Owner**.

1. Utilize title commitments to show ownership interests and indicate easements, mineral leases, and other interests and encumbrances which affect the safe operation of the Airport.

2. Conduct preliminary interviews with property owners.

3. Conduct a public meeting, if requested by the **Owner**.

4. Prepare a relocation plan, if determined necessary, for FAA approval to acquire and relocate occupants**.** The cost of the relocation plan shall be paid for as additional services.

5. Secure appraisals and appraisal reviews prepared by adequately qualified persons as to education, experience, and credentials as set forth in the FAA Order 5100.37, Section 3.

6. Prepare offers for just compensation and relocation determinations, if required, upon review and approval of the **Owner**.

7. Conduct purchase and relocation negotiations with the property owner and tenants and prepare memorandums of negotiations on behalf of **Owner**.

8. All proposed offers are to be reviewed and approved by the **Owner** before execution. All administrative settlements are to be reviewed and approved by **Owner** and **FAA** prior to execution.

9. Prepare and submit proper documentation to FAA for payment of offers for just compensation and relocation claims.

10. Prepare and have executed all documents of conveyance, relinquishment, and subordination to provide **Owner** or its designee with a marketable fee simple title for Airport purposes. The **Engineer** shall be responsible for completing the necessary land surveys under the direction of a licensed surveyor required to transfer the title to the **Owner**. The survey shall include the completion of a Certificate of Survey (C.O.S.).

11. Provide transaction closings and all documents to close the purchase of parcels included in the Task Amendment, which shall be reviewed and approved by **Owner's** attorney prior to execution.

12. Record all documents affecting title with the County Clerk and Recorder.

13. Notify the appropriate city, township, and County Treasurer's office of the change from private to public Ownership to allow **Owner** to apply for tax exempt status at the earliest possible date, if applicable.

14. Be available for consultation as needed with **Owner's** Representatives.

15. Prepare and maintain three (3) land parcel files for each land and tenant parcel to be acquired, which include the documentation needed for cost reimbursement. One file will be submitted to the FAA, the second is for the **Owner's** records and the third file will be retained by the **Engineer.**

16. Prepare land acquisition and relocation summaries for the FAA.

17. Transmit the documentation needed for Project closeout and cost reimbursement to the FAA Airport District Office. The closeout package shall include the updating of Exhibit A - Airport Property Map and the ALP to show the newly acquired property. A major update of the ALP beyond showing the newly acquired property is beyond the scope of Land Acquisition Services.

18. Assist the **Owner's** attorney and the **Owner** in preparation of the Certificate of Fee Title (or easement), and Certificate of Compliance required by the FAA for each parcel acquired. This assistance is limited to providing a description of the property being acquired and copies of the FAA forms in draft format for completion by the **Owner's** attorney and **Owner**.

2. **Equipment Acquisition.**

- Research equipment requirements
- Prepare Design Report and justification
- Provide bid documents and specifications for equipment
- Distribute bid documents and specifications or solicit quotes
- Prepare opinion of probable cost
- Attend bid opening
- Prepare Letter of Recommendation of Award
- Prepare Notice of Award
- Prepare Notice to Proceed
- Prepare Requests for Reimbursement and payment documentation
- Conduct inspection of equipment for compliance with specifications.

B. <u>Design and Construction Administration of Airport Improvement Projects</u>

<u>Phase I</u> – Programming and Pre-Design Activities for the Project:

1. Develop Project Scope and prepare a Task Amendment for the professional services, including the development of:

- ✓ Phase II Preliminary Design Engineering for the Project
- ✓ Phase III Final Design Engineering for the Project
- ✓ Phase IV Assistance in the Bidding Process
- ✓ Phase V Construction Phase Services
- ✓ Phase VI Project Closeout

2. Attend Pre-Design Meeting with Airport officials to discuss scope of the project, design and construction bid schedules, projected bid opening dates, and construction period. Provide summary of meeting.

3. Prepare **<u>FAA Grant Application</u>** and **<u>CAT Ex Documentation Submittal</u>** for the project. Develop a project schedule for completion of design elements and project milestones preliminary and final plan completion, review periods, bidding dates and final grant application submission based on bids. Use FAA Checklists to develop a tentative project schedule.

4. Prepare solicitations for subconsultant services required by the project work scope. In general, services for Geotechnical, Environmental, Geographical Information Systems (GIS), Architectural and other specialty consultants will be solicited from qualified DBE and non-DBE firms pre-qualified or certified by State DOTs. (Note: Required Field Surveying services may be performed by the **Engineer** in-house, but are shown under subconsultant services). Any subconsultants selected for the project are subject to the approval of the **Owner**.

a. Subconsultants

Topographic Field Surveys: This effort will include development of ground control for use during construction and topographic field data collection to provide a detailed construction base map that will be used for final design and quantity calculations. The **Engineer** may utilize in-house field surveyors to perform this work. The area surveyed will be identified in the Task Amendment.

Geotechnical Field Investigations: This effort will include a series of field borings and soil sampling for evaluation of existing subgrade soil and if applicable, pavement conditions, in the earthwork and pavement areas in accordance with the latest edition of FAA Advisory Circular 150/5320-6 Pavement Design. Geotechnical investigations for buildings will be conducted in accordance with applicable building codes. In addition, during the construction phase of the project, the Geotechnical consultant may provide the certified laboratory for Materials Acceptance Testing services in accordance with applicable FAA construction specifications including P-209, P-401 and P-501. The geotechnical investigations work scope will be identified in the Task Amendment and solicitation for services.

Architectural, Environmental, GIS and other Specialty Consultants: If required for a specific project, the work scope for any specialty subconsultants will be identified in the scoping meetings and Task Amendment. Services will be solicited in accordance with the **Engineer's** subconsultant procurement plan. Generally, firms experienced in airport projects such as terminals, hangars, wildlife studies, and airport GIS survey projects, etc., will be selected.

5. Prepare for **Owner's** and **Independent Fee Estimator's** use a packet that the fee estimator may use to develop his or her fee estimate and that the **Owner** can use for fee review and negotiations with the **Engineer**. [Note to Engineer: Delete if this isn't provided]

6. Prepare Fiscal Year DBE goals and report on previous Fiscal Year DBE goal achievements. This includes revising, development, and approval of DBE goals in the event that anticipated amount of federal funds is in excess of $250,000 per year and in accordance with FAA Civil Rights criteria in effect at the time of the Task Amendment, as well as reporting DBE Achievements via the FAA Civil Rights DOORS on–line reporting system.

<u>Phase II</u> – Preliminary Design

1. Perform investigative services and identify and evaluate the alternate solutions available to the OWNER as listed in the Task Amendment. Information from the current *Airport Master Plan, AC 150/5300-13A (Airport Design), AC 150/5320-6E (Airport Pavement Design and Evaluation), AC 150/5325-6 (Airport Design Standards - Effects and Treatment of Jet Blast), AC 150/5340-30H (Design and Installation of Details for Airport Visual Aid), AC 150/5360-9 (Planning and Design of Airport Terminal Facilities at non-Hub Locations), and other applicable FAA Advisory Circulars (ACs)* as of the date of the Task Amendment will be used as the basis for determining alternatives.

2. The investigative services includes the evaluation of the Airport lighting system affected the project, completion of field surveys, geotechnical investigations required for the project and verification of record drawings by the design team.

3. Obtain field surveys of site topography and other field information, as required, to refine cost estimates and to use in the final design process. Utility mapping will be based on information obtained from utility owners, Blue Stake, or Airport records.

4. Obtain soils and geotechnical information required for pavement designs and the design of structures. Soils investigations for pavement design will use the current edition of AC 150/5320-6E Airport Pavement Design which is in effect on the date of the Task Amendment as a basis for determining the scope of the investigation. For structures, appropriate building codes will be used as the basis of the geotechnical investigation.

5. Develop an existing features drawing including contours (as appropriate) from data provided by the field topographic survey for use in refining cost estimates and the preparation of preliminary and final plans. Utility mapping will be based on information obtained from utility owners, Blue Stake, or Airport records.

6. Review existing storm drainage and develop storm drainage plan for the project, if applicable.

7. Prepare schematic development plans for the project, update **Engineer's** opinion of total project costs for alternative layouts or procurement of equipment, i.e. LED vs. Incandescent, for example. Evaluate alternatives for phasing of construction to minimize impacts to airport users and enhance airport safety and operations. Prepare schematic phasing plans and meet with the **Owner** and Airport Users (Stakeholders) to discuss alternate layouts and phasing alternatives.

8. Develop Project construction plans and specifications to approximately 30% completion and update the **Engineer's** opinion of total project costs.

9. Prepare a Design Report in accordance with FAA requirements. Print the Design Report, review plans and specifications and submit to **Owner**, FAA for a 30% design review. Review 30% plans with the Airport and FAA.

10. Develop a Draft Airport Construction Safety and Phasing Plan (CSPP) in accordance with FAA AC 150/5370-2G Operational Safety on Airports During Construction. The construction Contractor is responsible for complying with the CSPP and a contractor prepared Safety Plan Compliance Document (SPCD) describing how they will comply with the requirements of the CSPP and supplying any details that could not be determined before contract award. Preparation of the draft CSPP will be coordinated with the **Owner**, airport users, and other applicable stakeholders. The Draft CSPP will be part of the 30% design submittal.

11. Assist the **Owner** in submitting the Draft Airport Construction Safety and Phasing Plans.

<u>Phase III</u> - Final Design and 100% Design Review for the Project

1. Following the 30% review of the Phase II Preliminary Design by the **Owner**, FAA, and State and based on their acceptance, modification and direction, prepare final plans and specifications indicating the scope, extent and character of the Work to be performed and furnished by the Contractor(s) or Equipment Suppliers.

2. Develop the Project construction plans and specifications to approximately 100% completion and update the **Engineer's** opinion of total project costs. Intermediate submission of plans and specifications may be required depending on **Owner**, FAA and State policies.

3. Include in the Project Manual (Specifications) the approved Construction Safety and Phasing Plan (CSPP) prepared in accordance with FAA AC 150/5370-2G Operational Safety on Airports During Construction and submitted to the FAA for approval. The construction Contractor is responsible for complying with the CSPP and a contractor prepared Safety Plan Compliance Document (SPCD) describing how they will comply with the requirements of the CSPP and supplying any details that could not be determined before contract award. The final draft CSPP will be coordinated with the **Owner**, airport users, and other applicable stakeholders. [Note to Engineer, pick a paragraph 3 that works for the Owner and master agreement]

3. Include in the specification's Special Provisions a CONSTRUCTION SAFETY AND PHASING PLAN to address specific impacts of construction activities on airport operations. The version of AC 150/5370-2G Operational Safety on Airports During Construction which is in effect as of the date of the Task Amendment will be used as a guide in preparing the Construction Safety and Phasing Plan. Coordinate with the FAA Airport District Office, Air Traffic Control Tower, and FAA Facilities, as well as airport management and airport users as required to complete the plan. Generally, the FAA ADO will coordinate with and obtain approval from FAA Flight Standards for any special airport operational issues during construction.

4. Update the **Engineer's** opinion of total project costs. Revise the Design Report submitted for the 30% review as required to identify items of proposed work, levels of federal and state funding requested, and project impacts. Identify items of work which will be bid as alternative bid items. The design report will be completed in accordance with the versions of the appropriate ADO Notices and Checklists which are in effect as of the date of Task Amendment.

5. Print and also provide an electronic copy (PDF) for 100% review plans and specifications (Project Manual), Final Design Report and CSPP to **Owner** for transmittal to FAA for a 100% review.

6. Participate in final review meeting.

7. Following review of the 100% submittal by the **Owner** and FAA and based on their acceptance, modification, and direction prepare final plans and specifications and update the **Engineer's** opinion of total project costs based on the final plans and specifications.

8. Provide final copies of plans and Specifications and bid package to **Owner** and FAA for their files. Four sets are anticipated unless otherwise stated in the Task Amendment.

9. Attend Airport Board meetings and meetings with the FAA as required, to update Project progress. The maximum of meetings with the Airport Board and with the FAA shall be as specified in the Task Amendment.

<u>Phase IV</u> – Provide Assistance in the Bidding Process

Once the Project is authorized by the FAA, State, and the **Owner** to be advertised for construction, Phase IV of this Agreement shall commence and the **Engineer** shall:

1. Prepare and distribute a notice to bidders or a copy of the Invitation to Bid for the upcoming project. Certified DBE firms' capable bidding the project or submitting subcontractor proposals to prime contractors will be included in the bidders list.

2. Provide plans and specifications for the construction of the improvements set forth in the Task Amendment. For bidding, provide the **Owner** with four copies and the FAA one copy of the plans and specifications. Plans and specifications will be offered to bidding Contractors in printed

or electronic format for a non-refundable fee to cover reproduction and postage costs. Plans and specifications for Plan Exchanges will be provided in electronic (PDF) format.

3. Distribute plans and specifications via on-line bidding or paper distribution to contractors, subcontractors, suppliers, and manufacturers for the purpose of bidding.

4. Conduct a Pre-bid Conference to discuss airport operational safety during construction, airport security requirements, project construction schedule, and FAA construction specifications with prospective contractors. This will include providing a meeting attendance list, meeting agenda and meeting minutes.

5. Research and provide answers to Bidders during the advertisement period. Provide and distribute addendums if required.

6. Prepare a final Engineer's opinion of probable cost based on the final plans and specifications for use as a guide in considering bids at the bid opening.

7. Attend the project Bid Opening. Review each bidder's bid submission for completeness and errors, including a review the Bidder's qualifications documentation submitted in accordance with the general provisions of the project specifications. Review the low bidder's packet for compliance and completeness.

8. Prepare Bid Tabulations and provide a letter of recommendation of award to the **Owner** and FAA.

9. Prepare amendments to the FAA Project Applications incorporating actual construction bid amounts into the application request and project budget. Assist the **Owner** in submitting the Amended Project Applications to the FAA if necessary.

Phase V - Construction Phase Services

If the owner elects to provide construction services with someone other than the engineer of record the services, if any, provided by the engineer will be defined in the Task Amendment. The **Owner** and **Engineer** have agreed that the **Owner** shall provide Resident Project Representation (RPR) Services on this project on a Force Account basis as approved by the FAA and the State. The following defines the **Engineer's** duties during construction. The **Owner** responsibilities are defined in **Section 3 - Owner's Responsibility.** [Note to Engineer: Keep highlighted paragraph, or remove.]

Following the Award of Construction Contract(s) and acceptance of the FAA and State Grants by the **Owner**, Construction Phase Services shall commence and the **Engineer** shall:

1. Prepare a notice of award and assist the **Owner** in preparation of the Construction Contract Documents.

2. Print seven sets of full size project drawings and provide 5 sets of construction specifications to the Contractor for construction. One set of full size drawings will be used by the Contractor for field documenting project changes and found conditions. This data will be incorporated into the Record (as-built) Drawings.

3. Executed contract documents will be gathered, bound into a project specification book, and distributed to the **Owner**, FAA, and the Contractor.

4. Schedule and conduct a Pre-construction Meeting with the selected construction contractors and subcontractors and Airport Stakeholders. This will include providing a meeting attendance list, meeting agenda and meeting minutes.

5. Stake the project for construction in accordance with the Project Specifications and as defined in the Task Amendment for the project.

6. Should paving costs as bid exceed $250,000, the **Engineer** shall prepare a **CONSTRUCTION MANAGEMENT PLAN**. The plan will include the identification of the **Owner's** representative, the testing laboratory, the procedures for testing laboratories, qualifications of testing personnel, and testing requirements, as required by the versions of the ADO Notices which are in effect as of the date of the Task Amendment**.**

7. The **Engineer** shall provide construction administration and observation services as required for substantial compliance with the Contract Documents. The **Engineer** will keep the **Owner** informed of the progress of the work, endeavor to guard the **Owner** against defects and deficiencies in the work of the Contractor, and shall reject or stop work, as appropriate, failing to conform to the Contract Documents. The **Engineer** or its authorized representative shall keep adequate Project records and field reports of work during construction.

8. Provide the services of a Resident Project Representative (RPR) at the site to assist the **Engineer** and to provide observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit B. The furnishing of such RPR's services will not extend **Engineer's** responsibilities or authority beyond the specified limits set forth elsewhere in this Agreement.

9. Visits to site and construction observation. In connection with observations of Contractor's work in progress while it is in progress:

a. Make visits to the site at intervals appropriate to the various stages of construction, as **Engineer** deems necessary, in order to observe the progress and quality of the Work. Such visits and observations by **Engineer** and **Engineer's** RPR are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspection of Contractor's work in progress, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work. Based on information obtained during such visits and such observations, **Engineer** will determine in general if Contractor's work is proceeding in accordance with the construction Contract documents, and **Engineer** shall keep **Owner** informed of the progress of the work.

b. The purpose of **Engineer's** visits to, and observation by the **Engineer's** Resident Project Representative will be to enable **Engineer** to better carry out the duties and responsibilities assigned to and undertaken by **Engineer** during the construction phase, and, in addition, to provide for **Owner** a greater degree of confidence that the completed Work will conform in general to the Contract Documents. **Engineer** shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall **Engineer** have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure by Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, **Engineer** neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the construction Contract documents.

10. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspection, tests, and approvals. **Engineer's** review of such certificates will be for the purpose of determining that the results certified indicate compliance with the construction Contract documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the construction Contract documents. **Engineer** shall be entitled to rely on the results of such tests.

11. Monitor Contractor and Subcontractor operations during construction for general adherence to the Construction Safety and Phasing Plan (CSPP). In the event construction activities are not in conformance with the provisions of the CSPP with respect of operations within the Airfield Environment defined in the CSPP, the Contractor and **Owner** will be notified verbally and in writing. Failure of the Contractor to take corrective action will result in a stop work order issued to the Contractor until such time as the Contractor takes corrective action. The stop work order may be issued at the direction of the **Owner**, through the **Engineer,** or by order of the **Engineer**, should circumstances dictate such action.

12. Prepare weekly construction observation reports for review by the **Owner**, the FAA and the State.

13. Based on the on-site observations of the **Engineer's** RPR and review of Contractor(s)' applications for payment and the supplemental data and schedules, the **Engineer** shall approve, in writing, the amounts owed to the Contractor(s), and in accordance with the provisions of the General Conditions of the construction Contract documents shall approve payments to the Contractor(s) in such amounts.

Approvals of payment shall constitute a representation to the **Owner**, based on such observations and review, that the work has progressed to the point indicated and that, to the best of **Engineer's** knowledge, information and belief, the quality of the work is in accordance with the construction Contract documents subject to an evaluation of the work upon substantial completion and subject to the results of subsequent tests, and to any other qualifications stated in the **Engineer's** approval.

By approving applications for payment, the **Engineer** shall not be deemed to have represented that it has made any examination to determine how or for what purpose any Contractor has used the moneys paid on account of the contract price, or that title to any of the Contractor(s)' work, materials or equipment has passed to the **Owner** free and clear of any lien, claims, security interests, or encumbrances.

14. Provide draft FAA and Requests for Reimbursements and assisting in the submittal of the requests. Summaries of Project Cost and Paid Invoices will be prepared for the purpose of tracking grant(s) funding and project budget status. Assist in the preparation of quarterly and annual SF 425 reports for FAA Projects.

15. Make recommendations to the **Owner** on all claims relating to the execution and progress of the construction work.

16. Notify the **Owner** of permanent work that does not conform to the result required in the construction Contract documents, prepare a written report describing any apparent non-conforming permanent work, make recommendations to the **Owner** for its correction, and, at the request of the **Owner**, have these recommendations implemented by the Contractor.

17. Review shop drawings, samples, certifications and other submittals of the Contractor only for general conformance to the design concept of the Project and for general compliance with the construction Contract documents. Such reviews and approvals will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

18. Prepare incidental Change Orders for the **Owner's** approval. Incidental in this reference would require no additional design or construction management. (Change Orders involving additional design and construction management services shall be considered Additional Services and subject to Section 2.02 of this Agreement).

19. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with **Owner**, FAA, and Contractor, conduct an inspection to determine if the Work is substantially complete. If, after considering any objections of **Owner**, the FAA, the **Engineer** considers the Work substantially complete; **Engineer** shall then deliver a certificate of substantial completion to **Owner** and Contractor.

20. *Final Notice of Acceptability of the Work*. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that **Engineer** may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, **Engineer** shall also provide a notice in the form attached hereto as Exhibit C (the "Notice of Acceptability of Work") that the Work is acceptable to the best of the **Engineer's** knowledge, information, and belief and based on the extent of the services provided by **Engineer** under this Agreement.

Phase VI - Project Closeout Phase Services

1. *Contractor's Completion Documents.*

a. Receive and review maintenance and operating instructions, schedules, and guarantees.

b. Receive bonds product, certificates, certificates of inspection, tests, and approvals, shop drawings, samples, and other data required by the construction Contract documents and the annotated record documents which are to be assembled by Contractor in accordance with the construction Contract documents to obtain final payment.

c. The **Engineer** in the construction Contract documents shall require the Contractor to prepare as constructed record documents in accordance with FAA requirements which shall show any changes that were made in the plans and specifications during construction. A copy of the as-constructed plans shall be furnished to the **Engineer.** Final payment to Contractor will be made contingent on receipt of the as-constructed plans.

d. **Engineer** shall transmit all of the Contractor's completion documents to **Owner.**

2. The Airport Layout Plan (ALP) shall be updated to show the completed construction. A major update of the ALP beyond showing completed construction is beyond the scope of Construction Phase Services.

3. Upon completion of construction, the **Engineer** shall prepare a "Final Project Report" in accordance with appropriate ADO Notices in affect at the time of the project. The **Engineer** shall furnish the **Owner** with two (2) hard copy sets of record drawings, specifications, shop drawings, submittals and Operation and Maintenance Manuals based on information furnished to the

Engineer by the Contractor. The **Engineer** shall furnish one (1) copy of the Final Project Report to the Owner and the FAA in printed and PDF format.

The construction specifications shall require the Contractor to perform all tests of materials and construction layout surveys and to submit a set of marked up as-constructed plans. The Contractor will be responsible for retaining the services of a certified materials testing firm to perform quality control and acceptance testing in accordance with FAA requirements. The **Engineer** will utilize the above Contractor-furnished layout and testing data to prepare the Final Project Report.

Copies of documents that may be relied upon by **Owner** are limited to the printed copies (also known as hard copies) that are signed or sealed by **Engineer.** Files in electronic media format of text, data, graphics, or of other types that are furnished by **Engineer** to **Owner** are only for convenience of **Owner.** Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. **Engineer** shall not be responsible to maintain documents stored in electronic media format after acceptance by **Owner**.

When transferring documents in electronic media format, **Engineer** makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by **Engineer** at the beginning of this Project.

4. *Limitation of Responsibilities*. **Engineer** shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. **Engineer** shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the construction Contract documents**.**

2.02 Additional Services

If authorized in writing by the **Owner**, the **Engineer** shall provide additional professional services in connection with the Project as set forth below, and the **Owner** shall pay the ENGINEER a fee for these services as provided for in the Task Amendment for the specific project.

A. Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.

B. Revisions of studies, reports, design documents, drawings, or specifications that have previously been approved by the **Owner**, or when such revisions or change orders are due to causes beyond the control of the **Engineer.**

C. Services required as a result of **Owner** providing incomplete or incorrect project information. The **Engineer** will assist the **Owner** to define the information needed but cannot be held responsible for incomplete or incorrect project information.

D. Design documents for alternate bids or for out-of-sequence work requested by the **Owner**, which are not considered a part of Design and Construction services.

E. Detailed renderings, exhibits or scale models for the Project unless they are included as deliverables in the Task Amendment.

F. Special analysis of the **Owner's** needs such as owning and operating analysis, staffing and training, operating and maintenance manuals, special operating drawings or charts, and any other similar analyses. The bidding documents will require the ENGINEER to provide operating and maintenance manuals for any equipment procured as part of the Project. The Final Project Report will include a brief statement on maintenance.

G. Additional or extended services during construction made necessary by:

(l) Emergencies or acts of God endangering the work,

(2) Work damaged by fire or other cause during construction,

(3) Defective or incomplete work of the Contractor,

(4) Prolongation of the initial construction Contract Time beyond the contract time,

(5) Acceleration of the work schedule involving services beyond established office working hours, or

(6) The Contractor's default under the contract documents due to delinquency or insolvency.

H. Services in connection with Supplemental Agreements and Change Orders to reflect changes requested by **Owner** so as to make the compensation commensurate with the extent of the Additional Services rendered.

I. Services in making revisions to Plans and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

J. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

K. Assistance in the adjusting or balancing operation of equipment or systems, or training personnel for operation or maintenance of equipment or systems.

L. Services as an expert witness for the **Owner** in connection with litigation or other proceedings involving the Project.

M. Update or preparation of Exhibit "A", Airport Property Map, or update or preparation of Airport Layout Plan drawings if not required in Basic Services.

N. Geotechnical services in excess of those stipulated in the Task Amendment.

O. Survey services in excess of those stipulated in the Task Amendment.

P. Other services not otherwise provided for in this Agreement, including services normally furnished by the **Owner** as described in Section 3 - Owner's Responsibilities.

Section 3 - OWNER'S RESPONSIBILITIES

The **Owner** shall:

3.01 Provide **Engineer** full information as to the requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.02 Give instructions to **Engineer** regarding **Owner's** procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), **Owner's** construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of **Owner's** bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. **Owner** shall have responsibility for the final content of (1) such bidding-related documents, and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and **Owner** shall seek the advice of **Owner's** legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

3.03 Place at the **Engineer's** disposal all available information pertinent to the Project including previous reports and any other data relative to the Project, including Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent area.

3.04 Guarantee access to and make all provisions for the **Engineer** to enter upon public and private property as required.

3.05 Recognizing and acknowledging that **Engineer's** services and expertise do not include the following services, provide, as required for the Project:

(a). Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

(b). Legal services with regard to issues pertaining to the Project as **Owner** requires, Contractor raises, or **Engineer** reasonably requests.

(c.) Such auditing services as **Owner** requires to ascertain how or for what purpose Contractor has used the money paid.

3.06 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the **Engineer;** obtain advice of an attorney, insurance counselor and other consultants as the **Owner** deems appropriate for such examination, and render in writing decisions pertaining thereto within ten calendar days so as not to delay the services of the **Engineer**.

3.07 Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project.

3.08 Designate in writing a person to act as the **Owner's** representative with respect to the **Engineer's** services. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the **Owner's** policies and decisions with respect to materials, equipment, elements and systems pertinent to the **Engineer's** services.

No information or instructions from the **Owner** pertaining to the project shall be transmitted to the **Engineer** or to other concerned persons or agencies except by the **Owner's** designated representative through the **Engineer** or its Resident Project Representative.

3.09 Advise **Engineer** of the identity and scope of services of any independent consultants employed by **Owner** to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, Value Engineering, and constructability review.

3.10 Furnish to **Engineer** data as to **Owner's** anticipated costs for services to be provided by others for **Owner**, so that **Engineer** may make the necessary calculations to develop and periodically adjust **Engineer's** opinion of total project costs.

3.11 Give prompt written notice to the **Engineer** whenever the **Owner** observes or otherwise becomes aware of any development that affects the scope or time of performance of **Engineer's** services, any defect or nonconformance in **Engineer's** services, or any defect in the Project or changed circumstances.

3.12 Furnish or direct the **Engineer** to provide additional services as required.

3.13 Advertise for Proposals from Bidders. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, as well as Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

3.14 **Engineer** and **Owner** agree that, without the prior consent of the other party, neither will offer employment to nor discuss employment with any of the other party's associates or employees until one year after the end date of this Agreement.

3.15 Bear all costs incident to compliance with the requirements of this Section.

Section 4 - TIME OF PERFORMANCE

4.01 The provisions of this Section and the various rates of compensation for the **Engineer's** services provided for in each Task Amendment are agreed to in anticipation of the orderly and continuous progress of the Project. The **Engineer's** obligation to render services under individual Task Amendments shall extend for a period which may reasonably be required to provide the services.

4.02 If the **Engineer's** services for specific Projects as provided by Task Amendments are delayed or suspended in whole or in part by the **Owner** or governmental authorities for more than three months for reasons beyond the **Engineer's** control, the **Engineer** shall on written request to the **Owner** (but without termination of this Agreement) be paid as provided in Section 5 - Payment to **Engineer.** If such delay or suspension extends for more than six months for reasons beyond the **Engineer's** control, the payments and various rates of compensation provided for in **Section 5 - Payment to Engineer** shall be subject to renegotiation.

4.03 The times for performing services or providing deliverables will be stated in each Task Amendment for a specific project.

4.04 The time for a party's performance will be extended to the extent performance was delayed by causes beyond the control and without the fault of the party seeking the extension. The party shall promptly notify the other party in writing when it is being delayed.

4.05 The construction time for completion by the Contractor shall be established in the construction documents. Delays by the Contractor requiring additional time shall allow additional payment to be made to the **Engineer** under **Section 5 - Payment to Engineer.** If the Project is not constructed during the anticipated construction period, the Engineering fees for Phase IV and V shall be subject to renegotiation.

Section 5 - PAYMENT TO ENGINEER

5.01 Based on the scope of the Project as described in Task Amendments for individual projects, the **Owner** shall pay to the **Engineer** the established fees as forth herein and in each Task Amendment.

5.02 Acquisition of Land or Equipment

A. For Engineering services related to Land Acquisition, the **Owner** shall pay the **Engineer** a negotiated lump sum fee established in future Task Amendments as subsequent projects or stages of development are determined and authorized.

B. For Engineering services related to Equipment Acquisition, the Owner shall pay the Engineer a negotiated lump sum fee established in future Task Amendments as subsequent projects or stages of development are determined and authorized.

5.03 Phase I – Programming and Pre-Design Activities for the Project, Phase II – Preliminary Design and Phase III – Final Design and 100% Design Review for the Project.

A. For Engineering services related to Phase I, Phase II and Phase III Design Services, the **Owner** shall pay the **Engineer** a negotiated lump sum fee established in future Task Amendments as subsequent projects or stages of development are determined and authorized.

5.04 Phase IV – Provide Assistance in the Bidding Process and Phase V - Construction Phase.

A. For Engineering services related to **Phase IV and Phase V Bidding and Construct Phase Services,** the **Owner** shall pay the **Engineer**, on a cost reimbursable plus fixed fee basis or lump sum fees, as negotiated and established in the Task Amendment.

B. The Engineering Budget as set forth in Task Amendments for individual projects will set limitations for reimbursement of dollars costs. Without the prior written approval of the **Owner**, the **Engineer** may not exceed the TOTAL ESTIMATED COMPENSATION set forth for **Phases IV and V**.

C. The costs allowable under **Phases IV and V** of the Agreement shall be limited to reasonable, allocable and necessary costs determined as follows:

1. Direct Labor Costs means salaries and wages paid to employees engaged directly on the project, including payroll-related costs and benefits such as the cost of customary

and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.

2. Overhead rates shall meet Federal Audit standards, and includes salaries and wages of employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs. Overhead shall be computed as a percentage of Direct Labor Costs including payroll costs and shall be included with each Task Amendment.

3. Direct Labor Costs and Overhead applied to Direct Labor Costs will be adjusted annually to reflect equitable changes in the compensation payable to **Engineer**. Overhead rates shall be adjusted based on the **Engineer**'s actual cost experience during the contract period in accordance with applicable Federal procurement regulations and overhead rates approved by Federal audit agencies. The approved overhead rate in effect for a specific Project will be established in the Task Amendment.

4. Subsistence rates as set forth in the Task Amendment.

5. Transportation rates as set forth in the Task Amendment.

6. Out-of-Pocket costs for professional consultant services, subcontracts, supplies, equipment, materials, telephone and other expenses chargeable to the contract in accordance with the **Engineer's** usual accounting practices.

7. Fixed fee is the lump sum amount paid to **Engineer** by **Owner** as a margin or profit. This fee will be established for each Task Amendment and will only be adjusted by an amendment to the Task Amendment.

D. Payment of **Fixed Fee for Phases IV and V.** At the time of each payment to the **Engineer**, a portion of the Fixed Fee will be paid in the same ratio as the allowable dollar costs to total costs.

5.05 Phase VI - Project Closeout Phase Services

For Engineering services related to **Phase VI - Project Closeout Phase Services**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee established in the Task Amendment as subsequent projects or stages of development are determined and authorized.

5.06 Additional Services

For additional services as outlined in Section 2.02, the **Owner** shall pay the **Engineer** a lump sum fee or cost reimbursable fee negotiated for the extra services provided.

5.07 Payment Schedule

Payment of compensation shall be made by the **Owner** to the **Engineer** as follows:

A. Payment for all **Lump Sum** projects shall be billed based on a percentage of work completed to date, generally monthly, and shall be due upon receipt of the invoice.

B. Payment for **Cost Reimbursable** projects shall be due as the work progresses based

upon Invoices submitted by the **Engineer.**

C. **Application to Interest and Principal:** Payment will be credited first to any interest owed to **Engineer** and then to principal.

D. **Failure to Pay:** If **Owner** fails to make any payment due **Engineer** for services and expenses within 30 days after receipt of **Engineer's** invoice, then:

1. Amounts due **Engineer** will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. **Engineer** may, after giving seven days written notice to **Owner**, suspend services under this Agreement until **Owner** has paid in full all amounts due for services, expenses, and other related charges. **Owner** waives any and all claims against **Engineer** for any such suspension.

E. **Disputed Invoices:** If **Owner** disputes an invoice, either as to amount or entitlement, then **Owner** shall promptly advise **Engineer** in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraphs 5.0708.A and 5.07.B.

F. **Sales or Use Taxes:** If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on **Engineer's** services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by **Owner**. **Owner** shall reimburse **Engineer** for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of this Agreement or Task Amendment.

Section 6 - GENERAL PROVISIONS

6.01 Standards of Performance

The standard of care for all professional Engineering and related services performed or furnished by **Engineer** under this Agreement will be the care and skill ordinarily used by members of **Engineer's** profession practicing under similar circumstances at the same time and in the same area. **Engineer** makes no warranties, express or implied, under this Agreement or otherwise, in connection with **Engineer's** services.

6.02 Betterment

If **Engineer** mistakenly leaves out of the construction documents any component or item required for the Project, **Engineer** shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the **Engineer** be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

6.03 Certifications, Guarantees and Warranties

A. The **Engineer** shall not be required to sign any documents, no matter by whom requested, that would result in the **Engineer** having to certify, guarantee or warrant the existence of conditions whose existence the **Engineer** cannot ascertain. The **Owner** also agrees not to make resolution of any dispute with the **Engineer** or payment of any amount due to the

Engineer in any way contingent upon the **Engineer** signing any such certification.

B. **Engineer** neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

C. **Engineer** shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by **Engineer** or its Consultants.

D. **Engineer** is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

E. **Engineer's** services do not include providing legal advice or representation.

6.04 Compliance with ADA and other Laws and Regulations

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The **Owner** acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The **Engineer**, therefore, will use reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The **Engineer**, however, cannot and does not warrant or guarantee that the **Owner's** Project will comply with ADA requirements or requirements of other federal, state, and local laws, rules, codes, ordinances, or regulations as they apply to the Project.

6.05 Contingency Fund

The **Owner** and **Engineer** acknowledge that changes may be required for a variety of reasons and that the costs of the Project may exceed the construction Contract sum. The **Owner** agrees to set aside funds as a contingency reserve to be used, as required, to pay the local share of any such increased Project costs.

6.06 Changes

The **Owner** may, at any time and by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in **Engineer's** costs of, or time required for, performance of any services, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of **Engineer** for an adjustment must be asserted in writing within 30 days from the date of receipt by **Engineer** of the notification of change unless **Owner** grants a further period of time.

6.07 Reuse of Construction Documents

All documents furnished by **Engineer** pursuant to this Agreement, including Plans, Specifications, and reports, are instruments of its services in respect of the Project. Reproducible copies of drawings and copies of other pertinent data shall be made available to the **Owner** upon request. They are not intended or represented to be suitable for reuse by **Owner** or others on extensions of the Project or on any other project. Any reuse by **Owner** without specific written verification or adaptation by **Engineer** shall be at **Owner's** sole risk and without liability or legal exposure to

Engineer, and **Owner** shall indemnify, defend and hold harmless **Engineer** for all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation shall entitle **Engineer** to further compensation at rates to be agreed upon by **Owner** and **Engineer**.

6.08 Reuse of Planning Documents

The purpose of the Airport Layout Plan is to show the existing airport facilities and future development at the Airport. It is intended that the **Owner** will update the ALP as required. The ALP represents conditions at the Airport at the time it is approved. The **Engineer** is not responsible for showing developments following approval of the ALP and project closeout.

6.09 Estimate of Construction Costs and Total Project Costs

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of **Engineer's** experience, qualifications, and general familiarity with the construction industry. However, because **Engineer** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Engineer** cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by **Engineer**. If **Owner** requires greater assurance as to probable Construction Cost, then **Owner** agrees to obtain an independent cost estimate.

The services, if any, of **Engineer** with respect to Total Project Costs shall be limited to assisting the **Owner** in tabulating the various categories that comprise Total Project Costs. **Engineer** assumes no responsibility for the accuracy of any opinions of Total Project Costs.

6.10 Dispute Resolution

A. **Owner** and **Engineer** agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes"), to mediation by a mutually agreed upon mediator. After a written demand for non-binding mediation, which shall specify the nature of the dispute, and within thirty (30) days from the date of selection of the mediator, the matter shall be submitted to the mediator for consideration. The mediator shall provide an informal opinion and advice, none of which shall be binding upon the parties. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be considered by other methods of dispute resolution.

B. The **Owner** and the **Engineer** further agree to include a similar mediation provision in all agreements with independent engineers and consultants retained for the project and to require all independent Engineers and consultants also to include a similar mediation provision in all agreements with independent engineers, subconsultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

6.11 Subconsultants

Any **Subconsultants** required by **Engineer** in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for the individual project and identified in the Task Amendment. Any changes in subconsultants shall be subject to the prior approval of **Owner.**

6.12 Electronic Transmittals

Owner and **Engineer** may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

If this Agreement does not establish protocols for electronic or digital transmittals, then **Owner** and **Engineer** shall jointly develop such protocols.

When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.13 Successors and Assigns and Beneficiaries

A. **Owner** and **Engineer** each is hereby bound and the partners, successors, executors, administrators and legal representatives of **Owner** and **Engineer** (and to the extent permitted by paragraph 6.13.B., the assigns of **Owner** and **Engineer**) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither **Owner** nor **Engineer** may assign, sublet or transfer any rights under or interest (including but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by **Engineer** to any **Engineer's** subconsultant, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of **Owner** and **Engineer** and not for the benefit of any other party. The **Owner** agrees that the substance of the provisions of this paragraph 6.13.C. shall appear in the construction Contract documents.

6.14 Compliance with Laws and Federal Regulations

The **Engineer** shall use reasonable efforts to comply with current laws, ordinances and federal regulations in effect as of the date of the Agreement and any subsequent Task Amendments and applicable to the Engineer's performance of this Agreement as provided in Exhibit D – Required Contract Provisions for Airport Improvement Program Obligated.

6.15 Construction Safety and Phasing Plans

If included under Section 2 - Scope of Work, a Construction Safety and Phasing Plan to address specific airport operations and security impacts of construction activities on airport operations will

be prepared for inclusion in the Construction Contract Documents. Contractor violation of the Construction Safety and Phasing Plan requirements shall immediately be verbally noted to the Contractor's Superintendent and **Owner.** Contractor shall take immediate action to correct the violation. Work shall be stopped until the appropriate actions to correct the noted problem(s) have been taken by the Contractor to the satisfaction of the **Engineer** and **Owner.** Written notice of the violation will be given to the Contractor. The **Owner or Engineer** can, at any time, order a work stoppage until such time as the Contractor has demonstrated that he is capable of completing the work without additional violations.

Neither the professional activities of the **Engineer**, nor the presence of the **Engineer** or the **Engineer's** employees and subconsultants at the construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. **Engineer's** personnel have no authority to exercise any control over any construction Contractor or other entity or their employees in connection with their work or any health or safety precautions. The **Owner** agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the **Owner's** agreement with the Contractor. The **Owner** also agrees that the **Owner**'s agreement with the Contractor shall require the Contractor to indemnify the **Owner**, the **Engineer** and the **Engineer's** subconsultants from and against all claims arising out of or resulting from the performance of the work and shall also require the Contractor to provide a separate policy containing Owner's Protective Liability coverage, which, in addition to the Contractors' general liability insurance policy, shall name the **Owner**, the **Engineer** and the **Engineer's** subconsultants as insureds and which shall indemnify the **Owner**, **Engineer** and the **Engineer's** subconsultants against claims, demands or liability by any person or entity which may arise from the performance of the Contractor and his or her subcontractors on this project.

6.16 Allocation of Risks - Indemnification

A. To the fullest extent permitted by law, **Engineer** shall indemnify and hold harmless **Owner** and **Owner's** officers, directors, partners, employees and agents from and against any and all claims, costs, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of **Engineer** or **Engineer's** officers, directors, partners, employees, and agents in the performance and furnishing of **Engineer's** services under this Agreement. The indemnification provisions of the preceding sentence are subject to and limited by paragraph 6.16.D which is set forth below.

B. To the fullest extent permitted by law, **Owner** shall indemnify and hold harmless **Engineer** and **Engineer's** officers, directors, partners, employees, agents and consultants from and against any and all claims, costs, losses, damages and expenses (including but not limited to all fees and charges of engineer, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of **Owner** or **Owner's** officers, directors, partners, employees, and agents with respect to this Agreement or the Project.

C. In addition to the indemnity provided under paragraph 6.16.B of this Agreement, and to the fullest extent permitted by law, **Owner** shall indemnify and hold harmless **Engineer** and its officers, directors, partners, employees, agents and consultants from and against all claims, costs, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or

arbitration or other dispute resolution costs) caused by, arising out of or resulting from any hazardous environmental condition, provided that (i) any such claim, cost, loss, damage or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.16.C shall obligate **Owner** to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or misconduct.

The following definitions apply to paragraph 6.16.C.

a. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

b. *Hazardous Environmental Condition*--The presence at the Project site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

c. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

d. *PCB's*--Polychlorinated biphenyls.

e. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

f. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

D. Conditions Beyond the Control of the Engineer

The **Owner** recognizes that in the course of completing the services under this Agreement, the **Engineer** may encounter conditions which are beyond the control of the **Engineer** and which create potential for claims against and additional costs to the **Engineer** which are not covered in fees earned for services provided. This category includes, but is not limited to the following:

1. Unknown underground utilities or other man-made objects not properly located underground.

2. Unavoidable contamination of subsurface areas, aquifers, etc., or the disturbance of natural underground resources during the design and construction of the project.

3. Changed codes or standards during the course of the work.

4. Information provided by others which are not accurate or complete.

5. Conditions that may arise and differ significantly from those existing at the beginning of the project.

Should any such condition occur during the performance of this Agreement, judged to be beyond the control of the **Engineer**, the **Engineer** will promptly notify the **Owner**, and the parties will renegotiate the Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement. The **Owner** agrees to compensate the **Engineer** for any time spent and expenses incurred by the **Engineer** in defense of any such claim with such compensation to be based upon the **Engineer's** prevailing fee schedule and expense reimbursement policy.

6.17 Statutes of Limitations

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run in any and all events not later than either the date of substantial completion of the project for acts or failures to act occurring prior to substantial completion or the date of final payment for acts or failures to act occurring after substantial completion.

6.18 Insurance

A. **Engineer** shall procure and maintain insurance with limits of liability as follows:

a.	Workers' Compensation:	State	Statutory
		Applicable Federal	Statutory
		Employer's Liability	$1,500,000
b.	Professional Liability:		
	General Aggregate:		$3,000,000
c.	General Liability:		
	General Aggregate:		$3,000,000
	Each Occurrence (Bodily Injury and Property Damage):		$3,000,000
d.	Automobile Liability		
	Combined Single Limit		$1,500,000

Additional Insured. If required by **Owner**, the following persons or entities are to be listed on **Engineer's** policies of insurance as additional insureds for policies under b, c, and d above:

City of Billings/Billings Logan International Airport

Under Professional Liability Insurance, the **Engineer** is insured for claims arising out of the performance of professional services caused by the negligent acts, errors or omissions of the **Engineer**. Under the terms of the **Engineer's** Professional Liability Insurance, no parties other than the **Engineer** are eligible to be insured. Because of this, no party is allowed to be listed as an "additional insured" on the **Engineer's** Professional Liability Insurance.

B. **Engineer** shall deliver certificates of insurance to the **Owner** evidencing the coverage indicated.

C. **Owner** agrees to include in construction contracts resulting from design services under this Agreement, provisions for satisfactory protection to the **Owner** and **Engineer** during the construction phase of the project. This shall be accomplished by requiring the

following in the construction Contract documents:

1. Contractor's insurance company shall provide a letter to each insured and additional insured that the Contractor has provided the insurance coverage required by the contract documents.

2. Contractor's liability insurance shall include as additional insureds the **Owner**, **Engineer** and **Engineer's** consultants, including coverage for the respective directors, officers, employees and agents of all such additional insureds.

3. Contractor shall purchase a separate Owner's Protective Policy insuring the **Owner** and naming the **Engineer** and the **Engineer's** consultants as additional insureds. The minimum amount of this coverage shall be $1,000,000 each occurrence and $2,000,000 aggregate.

4. If appropriate, Property (Builders Risk) Insurance shall be purchased by the Contractor, with the Contractor's Subcontractors, **Owner**, **Engineer** and **Engineer's** consultants named as insureds or additional insureds.

The Contractor furnished policies shall be primary and not contributing to any other insurance of the **Owner** or **Engineer.**

D. At any time, **Owner** may request that **Engineer**, at **Owner's** sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified herein. If so requested by **Owner**, with the concurrence of **Engineer**, and if commercially available, **Engineer** shall obtain and shall require **Engineer's** subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by **Owner**.

6.19 Controlling Law

This Agreement shall be governed by the law of the state in which the project is located.

6.20 Notices

Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.21 Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.22 Severability

Any provision or part of the Agreement held to be void or unenforceable shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon **Owner** and **Engineer**.

6.23 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

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This is **EXHIBIT A**, consisting of _Five (5)_ pages, referred to in and part of the Master **Agreement between Owner and Engineer for Professional Services** dated _____

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

DATED Final Master Agreement DATE

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

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

and

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

WITNESSETH:

WHEREAS, the OWNER and the ENGINEER have entered into an Agreement for Professional Engineering service contract dated **Final Master Agreement DATE**, and;

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

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

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

ARTICLE I – SCOPE OF SERVICES

The following items of work listed below are added and amended by Amendment NUMBER for the PROJECT NAME.

The general scope of work is PROJECT DISCRIPTION.

Section A2 - SERVICES OF ENGINEER

(Note to Engineer – incorporating Master agreement by reference using the following option. Modify as necessary). This would be used if the long form of the Master Agreement was used).
2.01 *The specific services to be provided or furnished by Engineer under this Task Order are the services (and related terms and conditions) set forth in the following sections of the Master Agreement, such sections being hereby incorporated by reference*: *[Note: If this option is selected, include only those sections below that are part of Basic Services for the specific Task Order, and delete those sections below that do not apply].*

- Acquisition of Land or Equipment Services (Master Agreement Section 2.01 A.)

Design and Construction Administration of Airport Improvement Projects

- Phase I Programming and Pre-Design Activities for the Project (Master Agreement Section 2.01 B.)
- Phase II Preliminary Design Engineering for the Project (Master Agreement Section 2.01 B.)
- Phase III Final Design Engineering for the Project (Master Agreement Section 2.01 B.)
- Phase IV Assistance in the Bidding Process (Master Agreement Section 2.01 B.)
- Phase V Construction Phase Services including Resident Project Representative (Master Agreement Section 2.01 B.)
- Phase VI Project Closeout (Master Agreement Section 2.01 B.)

A2.02 Basic Services

The ENGINEER agrees to provide normal professional engineering and planning services in connection with the Project as set forth below:

INSERT SCOPE OF SERVICES WITH ANY MODIFICATIONS FROM MASTER AGREEMENT

Section A3 – Owner's Responsibility

The provisions of **Section 3 Owner's Responsibilities** from the Master Agreement are hereby incorporated by reference.

The following SPONSOR's responsibilities related directly to this project are added to this Task Amendment:

INSERT MODIFICATIONS OR ADDITIONS AS REQUIRED

Section A4 - Times for Rendering Services

Phase	Completion Date
Phase I – Programming and Pre-Design Activities	
Phase II – Preliminary Design Engineering	
Phase III –Final Design Engineering	
Phase IV – Bidding Assistance	
Phase V - Construction Phase Services	
Phase VI – Project Closeout Services	

ADD OTHER PROVISIONS AND MODIFICATIONS AS REQUIRED

Section A5 - Payments to ENGINEER

A5.01 Effective Rates for this Task Amendment

A. The approved federal overhead rate in effect on the date of this Task Amendment is xxx.xx %.
B. Per Diem, Subsistence and Transportation rate shall be as set forth in the Federal Travel Regulations.

A5.02. Summary of Total Compensation

The total compensation for services identified under this Task Order is estimated to be $_____ based on the following assumed distribution:

Phase	Method of Payment		Compensation
Phase I – Programming & Pre-Design Activities	Lump Sum		$
Phase II – Preliminary Design Services	Lump Sum		$
Phase III – Final Design Services	Lump Sum		$
Phase IV – Assistance in the Bidding Process	Cost Plus Fixed Fee Direct Labor, Payroll & Overhead Reimbursable Expenses Subconsultant Costs Estimated Total Cost Fixed Fee Total Estimated Compensation	$0.00 $0.00 $0.00 $0.00 $0.00 $0.00	$
Phase V - Construction Phase Services	Cost Plus Fixed Fee Direct Labor, Payroll & Overhead Reimbursable Expenses Subconsultant Costs Estimated Total Cost Fixed Fee Total Estimated Compensation	$0.00 $0.00 $0.00 $0.00 $0.00 $0.00	$
Phase VI – Project Closeout Services	Lump Sum		$
TOTAL COMPENSATION THIS TASK AMENDMENT			$

Section A6 - CONSULTANTS:

List Consultants

Section A7- OTHER MODIFICATIONS TO MASTER AGREEMENT:
List or None.

Section A8 - ATTACHMENTS:

A. Exhibit A – Engineering Budget & Scope of Work
B. Exhibit B – Total Amendments To Date

Section A9 - DOCUMENTS INCORPORATED BY REFERENCE

A. Master Agreement Dated _____
B. Exhibit B – Duties, Responsibilities, and Limitations of Authority of Resident Engineer (RE) or Resident Project Representative (RPR)
C. Exhibit C – Notice of Acceptability of Work
D. Exhibit D - Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors
E. Exhibit E - Required Contract Provisions for Federal Transit Administration and for Obligated Sponsors

Section A10 - APPROVAL AND ACCEPTANCE:

A10.01 Approval and Acceptance of this Task Amendment, including the attachments listed above, shall incorporate this document as part of the Master Agreement. Engineer is authorized to begin performance of Programming and Pre-Design Activities on the Project on (insert date), which date is confirmed upon receipt of a copy of this Task Order signed by **Owner**.

The Effective Date of this Task Amendment is as written in Section A1.01 above.

IN WITNESS WHEREOF, the parties hereto have made and executed the Amendment NUMBER on

_____.

CONSULTANT

Morrison-Maierle, Inc.

BY: _____

DATE: _____

OWNER

City of Billings

BY: _____

DATE: _____

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

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This is **EXHIBIT B**, consisting of five (5) pages, referred to in and part of the **Master Agreement between OWNER and ENGINEER for Professional Services** dated _____

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority are hereby incorporated in all Task Orders unless eliminated by Task Order

B1.01 *Resident Project Representative*

A. **Engineer** shall furnish a Resident Project Representative ("RPR") to assist **Engineer** in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is **Engineer's** representative at the Site, will act as directed by and under the supervision of **Engineer**, and will confer with **Engineer** regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, **Engineer** shall endeavor to provide further protection for **Owner** against defects and deficiencies in the Work. However, **Engineer** shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall **Engineer** (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The **Engineer** (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in the Master Agreement, as incorporated, are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with **Engineer** and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of **Engineer**.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with **Engineer** concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:*

a. Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

b. Should the RPR notice what appears to be an unsafe condition that could pose an imminent threat to the safety of those that could be harmed by the condition, the RPR has the authority to immediately contact and identify the issue to the Contractor for the Contractor's immediate correction to a safer condition.

c. The RPR will monitor the Contractor's actions for compliance with the Airport's FAA approved project Construction Safety and Phasing Plan (CSPP), which if applicable, are included in the construction Contract Documents. Should the RPR identify an action or procedure that is non-compliant to the CSPP, the RPR should contact the Project Manager to coordinate a response with the Owner.

5. *Liaison*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation - RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. *Shop Drawings and Samples*

   a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

   b. Receive Samples that are furnished at the Site by Contractor, and notify **Engineer** of availability of Samples for examination.

   c. Advise **Engineer** and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or **Engineer**.

8. *Proposed* M*odifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to **Engineer**. Transmit **Engineer's** response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work*

    a. Report to **Engineer** whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

    b. Inform **Engineer** of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to **Engineer** for addressing such Work; and

    c. Advise **Engineer** of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups*

    a. Consult with **Engineer** in advance of scheduled inspections, tests, and systems start-ups.

    b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

    c. Observe, record, and report to **Engineer** appropriate details relative to the test procedures and systems start-ups.

    d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

    e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to **Engineer.**

11. *Records*

    a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

    b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to **Engineer.**

c. Upon request from Owner to **Engineer**, photograph or video work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Specific Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to **Engineer.**

12. *Reports*

a. Furnish to **Engineer** periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to **Engineer** proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to **Engineer** and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform **Engineer** of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to **Engineer**, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to **Engineer** for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

a. Participate in **Engineer's** visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.

b. Participate in **Engineer's** visit to the Site in the company of, **Owner**, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to **Engineer** concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit C).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).

2. Exceed limitations of **Engineer’s** authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by **Engineer**.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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This is **EXHIBIT C**, consisting of _____ pages, referred to in and part of the Master **Agreement between Owner and Engineer for Professional Services** dated _____ and **Task Amendment No.** _____ dated _____

NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
OWNER

And To: _____
CONTRACTOR

From:_____
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, ____ and the following terms and conditions of this Notice.

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the professional judgment of Engineer.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By:_____

_____

Title:_____

Dated:_____

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FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

This is **EXHIBIT D**, consisting of eight (8) pages, referred to in and part of the **Master Agreement between OWNER and ENGINEER for Professional Services** dated _____.

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the [Contractor | Consultant] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

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.

TITLE VI SOLICITATION NOTICE

The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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:

FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

1. 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.
2. 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.
3. 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.
4. 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.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination 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:
   a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six 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 non-discrimination statutes and authorities; including but not limited to:

- 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);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- 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);
- 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;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- 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);

FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

- 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);
- 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;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 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;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 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).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

DEBARMENT AND SUSPENSION

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction," must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offerer/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13)

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

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

FOREIGN TRADE RESTRICTION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency,

a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1. The applicant represents that it is (□) is not (□) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it is (□) is not (□) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

FEDERAL TRANSIT ADMINISTRATION (FTA) PROVISIONS

This is **EXHIBIT E**, consisting of fifteen (15) pages, referred to in and part of the **Master Agreement between OWNER and ENGINEER for Professional Services** dated _____.

1. No Federal Government Obligation to Third Parties

The City of Billings, Aviation/Transit Department - MET Transit Division and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Governments in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

2. Program Fraud and False or Fraudulent Statements and Related Acts

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

3. Access to Records

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be

required. The Contractor also agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FTA does not require the inclusion of these requirements in subcontracts.

4. Federal Changes

49 CFR Part 18 - The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights Laws and Regulations

1) **Federal Equal Employment Opportunity (EEO) Requirements**. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2) **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3) **Nondiscrimination on the Basis of Age**. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4) **Federal Protections for Individuals with Disabilities**. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

5) **Civil Rights and Equal Opportunity**

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

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

1) **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

3) **Age**. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

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

5) **Promoting Free Speech and Religious Liberty**. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. Safe Operation of Motor Vehicles

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

Distracted Driving
The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by

an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

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

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

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

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

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the City makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the City's written consent; and that, unless the City's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

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

10. Prompt Payment
The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

FEDERAL TRANSIT ADMINISTRATION (FTA) PROVISIONS

11. Procurement of Recovered Materials
The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 42 CFR Part 247, and Executive Order 12873, as they apply to the procures of the items designated in Subpart B of 40 CFR Part 247. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

12. ADA Access
The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

13. Termination (Contracts > $10,000)

Termination for Convenience or Default (Architect and Engineering)
The City may terminate this contract in whole or in part, for the City's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. The City has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

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

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

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

Opportunity to Cure
The City at its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.
If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 30 days after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

FEDERAL TRANSIT ADMINISTRATION (FTA) PROVISIONS

Waiver of Remedies for any Breach

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

14. Notification to FTA (Contract > $25,000)

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the City, which will then notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the City is located. The Contractor is required to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. § 180.220 and 1200.220.

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

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

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

15. Debarment and Suspension (Contract > $25,000)

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

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

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

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

16. Violation and Breach of Contract (Applies to all if > $100,000)

Rights and Remedies of the City

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

1. The right to take over and complete the work or any part thereof as the City for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;

3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include:

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

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

Disputes
Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of The City. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City's authorized representative shall be binding upon the Contractor and the Contractor shall abide be the decision.

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

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

Performance during Dispute
Unless otherwise directed by The City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

Rights and Remedies
The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies

otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

17. Byrd Anti-Lobbying Amendment (Applies to all if > $100,000)
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City.

18. Clean Air Act & Federal Water Pollution Control Act (Applies to all if > $150,000)
The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of $150,000:
Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
(2) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

23. Fly America Requirements

a) Definitions. As used in this clause—
1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
2) “United States” means the 50 States, the City of Columbia, and outlying areas.
3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

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

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

26. Veterans Hiring Preference
Veterans Employment - Recipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

29. Seismic Safety
The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

30. Rights to Inventions Made Under a Contract or Agreement (Prof/A&E – Research & Development)
Intellectual Property Rights
This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the City intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for

the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

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

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

31. Conformance with ITS National Architecture

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

Other Certifications

1. The individual signing certifies that he/she is authorized to contract on behalf of the proposer.

2. The individual signing certifies that the proposer is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the proposer.

3. The individual signing certifies that there has been no attempt by the proposer to discourage any potential proposer from submitting a proposal.

FEDERAL TRANSIT ADMINISTRATION (FTA) PROVISIONS

The proposer, by signing below, agrees to comply with these contract requirements and makes the certifications outlined above.

_____	_____
Signed	Date
_____	
Printed name	
_____	_____
Title	Company

FEDERAL TRANSIT ADMINISTRATION (FTA) PROVISIONS

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq* .)]
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]
The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official
_____ Name and Title of Contractor's Authorized Official
_____ Date

FEDERAL TRANSIT ADMINISTRATION (FTA) PROVISIONS

DEBARMENT AND SUSPENSION CERTIFICATION
(LOWER TIER COVERED TRANSACTION)

The prospective lower tier participant (Bidder/Proposer) certifies by submission of this Offer, that neither it nor its principals, as defined at 2 CFR § 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded (defined at 2 CFR § 180.940) or disqualified as defined at 2 CFR §180.935.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

1) It will comply and facilitate compliance with the requirements of 2 CFR § 180, subpart C and 2 CFR § 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
    a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently: debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified.
    b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
        i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
        ii. Violation of any Federal or State antitrust statute, or
        iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
    c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
    d. It has not had one or more public transactions (Federal, State or local) terminated for cause or default within a three-year period preceding this Certification,
    e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
    f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 180 if it:
        i. Equals or exceeds $25,000
        ii. Is for audit services, or
        iii. Requires the consent of a Federal official, and
    g. It will require that each covered lower tier contractor and subcontractor:
        i. Comply and facilitate compliance with the Federal requirements of 2 CFR part 180 and 3000, and
        ii. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
            (a) Debarred, suspended, proposed for debarment, declared ineligible to participate, voluntarily excluded from participation or disqualified from participation in its federally funded project, and
3) It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

The certification in this clause is a material representation of fact relied upon by the City of Billings, Aviation/Transit Department - MET Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Billings, Aviation/Transit Department - MET Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

FEDERAL TRANSIT ADMINISTRATION (FTA) PROVISIONS

_____ **Signature of Bidder or Proposer's Authorized Official**

_____ **Name and Title of Bidder or Proposer's Authorized Official**

_____ **Date**

FEDERAL TRANSIT ADMINISTRATION (FTA) PROVISIONS

SEISMIC SAFETY CERTIFICATION
To be completed by the Contractor.

42 U.S.C. § 7701 et seq. 49
49 CFR § 41

CERTIFICATION OF COMPLIANCE WITH FTA

(Sub-Recipient)

Hereby certifies that it will comply with the requirements of 42 U.S.C § 7701 et seq. 49 and 49 CFR § 41 when constructing new buildings or additions to existing buildings.

Executed this _____day of _____ 2022,

By:_____ (_____)
(Signature) (Print Name)

_____ _____
(Title) (Organization Name)

City Council Regular

Date:	05/09/2022
Title:	Purchase of Tracked Excavator
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council approves the purchase of a 2022 Tracked Excavator from Tractor & Equipment in accordance with Sourcewell, City of Billings #18488, in the amount of $101,872.08.

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

The purchase of a tracked excavator is included in the approved FY22 Equipment Replacement Plan (ERP) and FY22 Street and Traffic budget. The tracked excavator will be used to repair storm sewer, replace streetlights, repair bad underground wires, clean out ditches, and other miscellaneous maintenance tasks. The tracked excavator will minimize the impact to landscaped areas in the right-of-way where utilities are located because the footprint is significantly smaller than a backhoe. Staff looked at bidding the equipment competitively or using a cooperative purchasing agreement. Estimating the bid price that we would receive through a dealership using governmental discounts was higher than with a cooperative Sourcewell purchasing agreement so staff is recommending that we procure the equipment using the purchasing agreement. The pricing is higher than budgeted due to the addition of a quick connect system for bucket changes and inflationary cost increases.

Sourcewell is a new tool to the city for use in procurement. Historically, the city has been allowed to use state contracts to procure items if it was beneficial to the city. The purchasing policy has been updated to allow cooperative agreements beyond just the state contracts. Staff will evaluate the procurement options to determine which option is the most beneficial for the city.

ALTERNATIVES

City Council may:

- Approve purchasing the 2021 tracked excavator through Sourcewell; or,
- Not approve the purchase. If the purchase is not approved, staff will be required to wait for equipment from other divisions or rental companies to come available and may not be able to address issues or deficiencies in a timely manner.

FISCAL EFFECTS

The tracked excavator was budgeted in FY22 using Street Maintenance District funds. The amount budgeted was $80,000. The price is higher than budgeted due to the addition of a quick connect system for bucket changes and inflation and the shortfall will be funded by savings realized on other equipment purchased in FY22.

City Council Regular

Date:	05/09/2022
Title:	Grant Agreement with Federal Highway Administration for Execution of the FY20 BUILD Grant
Presented by:	Lora Mattox
Department:	Planning & Community Services
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends the City Council authorize the Mayor to sign the FY20 BUILD Grant Agreement.

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

The City was awarded a FY20 BUILD (Better Utilizing Investments to Leverage Development) Grant from the US Department of Transportation to complete the Inner Belt Loop (Northwest Billings Connector) and Skyline Trail (Marathon Trail). At the federal level, the Federal Highway Administration (FHWA) administers the grant and is the party that the City enters into the grant agreement with. The total amount of funds granted to the City are $11,656,765. In addition to the Federal funds, the City and Billings TrailNet is contributing up to $7,085,000 to the project.

After numerous steps in the process over this last year, the City is now in position to sign the grant agreement and move the project toward bidding and construction. A summary of the activities that have occurred leading up to execution of the grant agreement is noted below.

The City completed the required NEPA (National Environmental Policy Act) with a submittal and review by the Montana Department of Transportation (MDT) Environmental Service Bureau. Using the NEPA process, the City evaluated over 16 environmental and social/economic elements and how the proposed project could or would affect those elements. If any part of the project potentially could affect any one of the elements, the City would be required to identify mitigating measures. With the project occurring on vacant, undeveloped property, there were no mitigating construction projects for the City to undertake. The City was able to submit a Categorical Exclusion for this project, a much more streamlined process than that of a full environmental review. This review occurred throughout most of summer/fall of 2021. On October 27, 2021, the City received concurrence by MDT.

Once the NEPA documentation was completed, this allowed the City to actively initiate right-of-way activities. It is a FHWA requirement to have final NEPA concurrence prior to being able to begin right-of-way activities. This included ensuring all appraisal and appraisal review was completed per FHWA requirements. Staff is actively engaged with the right-of-way process and landowners and is making progress. Staff anticipates completing right-of-way activities by late May.

The City received approval of a White Paper on March 23, 2022. The White Paper was required by FHWA to update the project scope of work, schedule, and budget.

In addition to these activities, the final construction engineering is complete, including the various park interpretive and directional signage along the Skyline Trail (Marathon Trail). With the final design information, the City and design consultant were able to develop current project cost estimates.

All the procedures listed above are required prior to the City signing a grant agreement. The goal is to have the grant agreement executed in June 2022. Once the agreement is finalized, final review of construction and contract documents will be conducted by FHWA. Once concurrence is reached on the documents, the City can bid the construction project. Staff is estimating a date of August 2022 to begin the bidding process.

ALTERNATIVES

City Council may:

- Approve the grant agreement with FHWA and authorize the Mayor to sign the agreement; or,
- Not Approve the grant agreement with FHWA. If the agreement is not approved, the City would forego $11,656,965 in BUILD funds which could delay the construction of the Inner Belt Loop (Northwest Billings Connector) and Skyline Trail (Marathon Trail), and require the use of all local funds or other funding sources that are not secured at this time.

FISCAL EFFECTS

The City has committed $7,000,000 for these projects, consisting of gas tax and arterial fees in local funding toward the 2020 BUILD Grant as specified in the FY 2022 Capital Improvement Plan (CIP). The funding was approved by the City Council as part of the annual budgeting process. In addition to City funding, Billings TrailNet has donated $85,000 towards the Skyline Trail portion of the project.

Attachments

Draft BUILD Grant Agreement

1. Award No.
TBD

2. Effective Date
See No. 17 Below

3. Assistance Listings No.
20.933

4. Award To
City of Billings
210 North 27th Street
Billings, Montana 59101
Unique Entity Id.: MLYDN89CLXL5
TIN No.: 81-6001237

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition & Grants Management
1200 New Jersey Avenue, SE
HCFA-32, Mail Drop E62-204
Washington, DC 20590

6. Period of Performance
Effective Date of Award – See No. 17

7. Total Amount

Federal Share:	$11,656,765.00
Recipient Share:	$ 6.918,650.00
Total:	$18,575,415.00

8. Type of Agreement
Grant

9. Authority
Further Consolidated Appropriations Act, 2020 (Pub. L. 116-94, Nov. 5, 2020)

10. Procurement Request No.
TBD

11. Federal Funds Obligated
$11,656,765.00

12. Submit Payment Requests To
See article 19.

13. Payment Office
See article 19.

14. Accounting and Appropriations Data
TBD

15. Description of Project
Northwest Billings Connector and Marathon Trail

RECIPIENT
16. Signature of Person Authorized to Sign

_____
Signature Date
Name: William A. Cole
Title: Mayor

FEDERAL HIGHWAY ADMINISTRATION
17. Signature of Agreement Officer

_____
Signature Date
Name:
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2020 BUILD TRANSPORTATION GRANTS PROGRAM

This agreement is between the United States Department of Transportation (the "**USDOT**") and the City of Billings (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a BUILD Grant for the Northwest Billings Connector and Marathon Trail.

The parties therefore agree to the following:

Article 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under The Fiscal Year 2020 BUILD Transportation Grants Program: FHWA Projects," dated September 1, 2021, which is available at http://go.usa.gov/xMcmU. Articles 8 – 24 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions.

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, terminating of the BUILD Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the BUILD Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

Article 2
APPLICATION, PROJECT, AND AWARD

2.1 Application. The application for funding was dated May 18, 2020, and titled "Northwest Billings Connector and Marathon Trail." It contained Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

2.2 Project. In this agreement, the "**Project**" means the project proposed in the application identified in section 2.1 as modified by the negotiated provisions of this agreement, including article 3 and attachments A-E.

2.3 Federal Award and Federal Obligation.

The USDOT hereby awards a BUILD Grant to the Recipient in the amount of $11,656,765 and obligates that amount for the budget period.

2.4 Award Dates.

Budget Period End Date:	12/31/2025
Period of Performance End Date:	12/31/2025
Estimated Closeout Date:	12/31/2026

2.5 Urban or Rural Designation. The USDOT hereby designates this to be an award to a project in a rural.

2.6 Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

Article 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work. (See Attachment A for additional details).

The project constructs (1) the Northwest Billings Connector ("Connector") a five-mile stretch of two-lane rural roadway with a detached multi-use trail, from Alkali Creek Road/Skyway Drive to Highway 3/Zimmerman Trail, connecting the Heights and West and (2) the Marathon Trail a multi-use trail that will extend from the intersection of Highway 3/Zimmerman Trail east along the south side of Highway 3.

3.2 Project's Estimated Schedule.

Milestone	**Schedule Date**
Actual NEPA Completion Date:	10/20/2021
Planned Plan, Specification, & Estimate (PS&E) Approval Date: *Planned Construction Package Approval Date?*	05/31/2022
Planned Construction Start Date:	10/03/2022
Planned Construction Substantial Completion and Open to Traffic Date:	10/01/2024
Actual NEPA Completion Date:	10/20/2021

3.3 Project's Estimated Budget. (See Attachment B for additional details).

Eligible Project Costs	
BUILD Grant Amount:	$11,656,765.00
Local Funds[1]:	$6,918,650.00
Total Eligible Project Cost:	$18,575,415.00
[1] City Gas Tax and Arterial Fees and Billings TrailNet Contribution	

Article 4
CRITICAL MILESTONE DEADLINES

4.1 Critical Milestone Deadlines.

None. The parties have not identified any project-specific critical milestone deadlines for this award. The Recipient acknowledges the USDOT may terminate this award under section 16.1(a) on some conditions related to the Project's estimated schedule, as listed in section 3.2.

Article 5
PARTY INFORMATION

5.1 Recipient's Unique Entity Identifier.

Recipient's Unique Entity Identifier: MLYDN89CLXL5

5.2 Recipient Contact(s).

Lora Mattox, AICP
Transportation Planner
City of Billings, Montana
2825 3rd Avenue North, 4th Floor, Billings, MT 59101
(406) 247-8622
mattoxl@billingsmt.gov

5.3 Recipient Key Personnel.

Name	Title or Position
Chris Kukulski	City Administrator
Debi Meling	Public Works Director
Jennifer Duray	Deputy Public Works Director
Mac Fogelsong	City Engineer
Travis Harris	Staff Engineer II
Andy Zoeller	Finance Director
Wyeth Friday	Planning & Community Services Director
Scott Walker	Transportation Planning Coordinator
Lora Mattox	Transportation Planner

5.4 USDOT Project Contact(s).

David J. Villalobos
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-32, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202)-366-7430
david.villalobos@dot.gov

and

Travis Wheeler

Agreement Specialist (AS)
Office of Acquisition and Grants Management
HCFA-32, Mail Stop E65-119
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202)-366-8887
Travis.wheeler@dot.gov

and

Alan Woodmansey
Agreement Officer Representative (AOR)
Operations Engineer
FHWA-Montana
585 Shepherd Way, Suite 2
Helena, MT 59601
406-441-3916
Alan.Woodmansey@dot.gov

Article 1
USDOT ADMINISTRATIVE INFORMATION

1.1 Payment System.

USDOT Payment System: DELPHI eInvoicing

1.2 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

Article 2
SPECIAL GRANT TERMS

There are no special terms for this award.

ATTACHMENT A
STATEMENT OF WORK

The scope of work for this project includes the construction of the Northwest Billings Connector and Marathon Trail.

The Northwest Billings Connector is a five-mile stretch of two-lane rural section of roadway accompanied by a detached multi-use trail. It will create a new connection between the Heights and West End, with an eastern terminus of Alkali Creek Road/Skyway Drive and western terminus at the roundabout at Highway 3/Zimmerman Trail. As a multimodal corridor, it will include a 10-foot separated multi-use trail for the five-mile length of the corridor.

The Marathon Trail is a multi-use trail that will extend from the intersection of Highway 3/Zimmerman Trail through Airport Road along the south side of Highway 3. The paved 10-foot wide trail would replace unimproved/primitive trail that is presently in place. Trailheads would be provided near Zimmerman Trail and at the eastern terminus. The length of the proposed trail is approximately 2.9 miles.

ATTACHMENT B
ESTIMATED PROJECT BUDGET

1. Supplementary Fund Source Table(s)

The following tables supplement the budget information in section 3.2.

Non-BUILD Previously Incurred Costs	
Local Funds[1]:	$1,259,080.00
Total:	$1,259,080.00
[1] City Local Funds	

Reserved. This attachment B does not contain any supplementary fund source tables.

2. Cost Classification Table

Cost Classification	Total Costs	Non-BUILD Previously Incurred Costs	Eligible Costs
Land, structures, rights-of-way, appraisals, etc.	$225,545	$225,545	
Architectural and engineering fees	$984,180	$984,180	
Other architectural and engineering fees	$49,355	$49,355	
Construction	$16,000,186		$16,000,186
Construction Engineering/Administration	$1,455,217		$1,455,217
Contingency	$1,120,013		$1,120,013
Project Total	**$19,834,495**	**$1,259,080**	**$18,575,415**

ATTACHMENT C
PERFORMANCE MEASUREMENT TABLE

Study Area: The study area will consist of Main Street corridor starting approximately at the intersections of 1st Avenue North, north to Wicks Lane in Billings Heights. Additionally, Airport Road from Main Street west to Zimmerman Trail will also be included. This area will see the biggest impact to traffic counts, congestion and air quality, transportation safety, transit and bike/pedestrian impacts (i.e. counts).

Pre-project Measurement Date: This report will be completed approximately 1-month prior to construction.

Pre-project Report Date: This report will be completed within 3-months of construction and of the new road and trail opening.

Project Outcomes Report Date: This report will be completed by summer 2027, approximately 4 years after completion.

Table 1: Performance Measurement Table

Measure	Description and Category of Measure	Measurement Period	Reporting Period
Auto Crash Rates by Type/Severity	Safety Crashes will be measured by and reported based on Montana Department of Transportation data by the following severity categories: fatal, injury, and property-damage-only crashes.	Baseline Measurement: Number of crashes that include fatality, injury and property damage only as of approximately 2 months prior to construction. Based on timing of contract letting: August 1, 2022 Post-construction Performance Measures: Number of crashes that include fatality, injury and property damage only calculated approximately January 31, 2024 January 31, 2025 January 31, 2026	Baseline Measurement: Pre-project Report Date: August 1, 2022 Post-construction Performance Measures: For a period of 3 years, beginning January 31, 2025 January 31, 2026 January 31, 2027

Measure	Description and Category of Measure	Measurement Period	Reporting Period
Average Daily Traffic (ADT)	Economic Competitiveness The total volume of vehicle traffic on Main Street at 1st Avenue North/Highway 87/Main Street; 6th Avenue North/Main Street; Airport Road/Main Street; Wicks Lane/Main Street; and, the Northwest Billings Connector at Alkali Creek Road and Highway 3/Zimmerman Trail	Baseline Measurement: Average Daily Traffic of the identified locations Based on timing of contract letting: August 1, 2022 Post-construction Performance Measures: Average Daily Traffic of the identified locations calculated approximately January 31, 2024 January 31, 2025 January 31, 2026	Baseline Measurement: Pre-project Report Date: August 1, 2022 Post-construction Performance Measures: For a period of 3 years, beginning January 31, 2025 January 31, 2026 January 31, 2027
Bike and Pedestrian Count/Trips	Economic Competitiveness Average daily bicycle and pedestrian counts using National Bicycle & Pedestrian Documentation Project methodology by conducting hourly counts at four locations along the new road and multi-use path locations. Counts will be collected on a typical weekday, Saturday and Sunday and will be conducted 3 consecutive months to develop a pattern.	Baseline Measurement: Average Daily Bicycle and Pedestrian Traffic at the identified locations Based on timing of contract letting: August 1, 2022 Post-construction Performance Measures: Average Daily Traffic of the identified locations calculated approximately August 31, 2024 August 31, 2025 August 31, 2026	Baseline Measurement: Pre-project Report Date: August 1, 2022 Post-construction Performance Measures: For a period of 3 years, beginning August 31, 2025 August 31, 2026 August 31, 2027

ATTACHMENT D
MATERIAL CHANGES FROM APPLICATION

Scope: The project modification white paper approved by OST on March 23, 2022 described the modification from the original application by eliminating "design" elements from the BUILD grant project. The City's intent is to use BUILD grant funds and local funds identified in the application for construction only. This funding will allow the City to construct the Northwest Billings Connector and Skyline Trail as identified in the Reduced/Scope Award.

Schedule: The schedule proposed in the original application has changed. The City stated in the grant application the intent to begin construction in 2021, however, due to unforeseen circumstances surrounding project elements, the City is requesting to modify the schedule.

The City is requesting to only conduct construction with the BUILD grant and the local contribution identified in the grant application. The grant application inadvertently included "design". The City intended the funding package to only include construction. This misunderstanding triggered FHWA to request a Pre-Award Budget Narrative that has delayed the project by about a year. After clarification, the pre-award narrative is not required. In addition, during this time, the City, using other local funds completed the necessary NEPA (completed October 27, 2021) and design (including PSE submitted to state FHWA representative). The City is currently finalizing right-of-way activities. These activities were in accordance with FHWA requirements and included direct correspondence and coordination with FHWA staff.

The City proposed a modified schedule that proceeds with FHWA review and approval of the Project Modification White Paper. Once this White Paper has been accepted, the City will submit the draft grant agreement and construction budget narrative to FHWA. The modified schedule anticipates FHWA approval of the PS&E package in June 2022 and execution of the grant agreement in August 2022.

Budget: The original application requested $16,779,769 of BUILD grant funding, and the project was awarded $11,656,765 of BUILD 20 grant funds. The project modification white paper approved by OST on March 23, 2022 described the changes in the proposed budget.

The City requested to modify the BUILD project budget to remove the "design" element that was inadvertently included in the grant application as part of the total BUILD grant. The City used other city funding to complete pre-award activities.

The City identified a total $7,085,000 in local funds available for the project, and along with the BUILD Modified Scope/Award of $11,656,765, the total project estimate was $18,741,765. Table 1 below outlines the most recent cost estimates for construction and indicates that the total project costs are reduced. Maintaining the reduced scope/award of $11,656,765 in BUILD funds would reduce the City local contribution to $6,918,650. However, the City anticipates that actual costs may rise due to increased construction cost associated with the material pricing, rising oil and concrete prices, and rise in wages. The new estimates reflected in Table 1 show a modified budget request for this project.
Although the total remaining project costs shows a reduction of $166,350 from the reduced scope award, the overall cost share percentages show very minimal change. In other words, the

City contribution is remaining relatively unchanged and the City remains committed to the local match.
Therefore, the City requested to maintain the original BUILD award in the amount of $11,656,765. The City requested to modify the original budget under the Reduced Scope/Award from $7,085,000 to $6,918,650 of local funds corresponding to a percentage change from 37.8% to 37.2%. The City will maintain the local balance of $166,350 for any true costs.

The table below provides a summary comparison of the project budget.

	Application		**Section 3.3 and Attachment B**	
Fund Source	$	%	$	%
Total Project Cost	**$23,864,769**	**100%**	**$19,834,415.00**	**100%**
Total Non-BUILD Previously Incurred Cost			**$1,259,000.00**	6.3%
Federal Funds	$16,779,769	70%	**$0**	0
Non-Federal Funds	$7,085,000	30%	**$1,259,000.00**	6.3%
Total Eligible Project Cost			**$18,575,415.00**	**100%**
BUILD Funds	$16,779,769	70%	**$11,656,765.00**	62.8%
Non-Federal Funds	$7,085,000	30%	**$6,918,650.00**	37.2%

ATTACHMENT E
APPROVED PRE-AWARD COSTS

None. The USDOT has not approved under this award any pre-award costs under 2 C.F.R. 200.458. Because unapproved costs incurred before the date of this agreement are not allowable costs under this award, the USDOT will neither reimburse those costs under this award nor consider them as a non-Federal cost sharing contribution to this award. Costs incurred before the date of this agreement are allowable costs under this award only if approved in writing by USDOT before being included the project costs and documented in this Attachment E. See section 19.2(b).

City Council Regular

Date:	05/09/2022
Title:	St Vincent Healthcare Subdivision Lot 6A Block 1 - City Subsequent Minor
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends to City Council that the final 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 approved.

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

On April 6, 2022, Sanderson Stewart, on behalf of SCL Health, applied for final 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 PUD (Planned Unit Development). The land is currently vacant. Staff has reviewed the application and determined that the proposed plat has met all the conditions of approval and is forwarding a recommendation of final approval to the City Council.Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

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

The City Council may approve or disapprove the final plat of Amended Lot 6A, Block 1, St Vincent Health Subdivision. 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
Signed Subdivision Improvement Agreement
Conditions of Approval

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

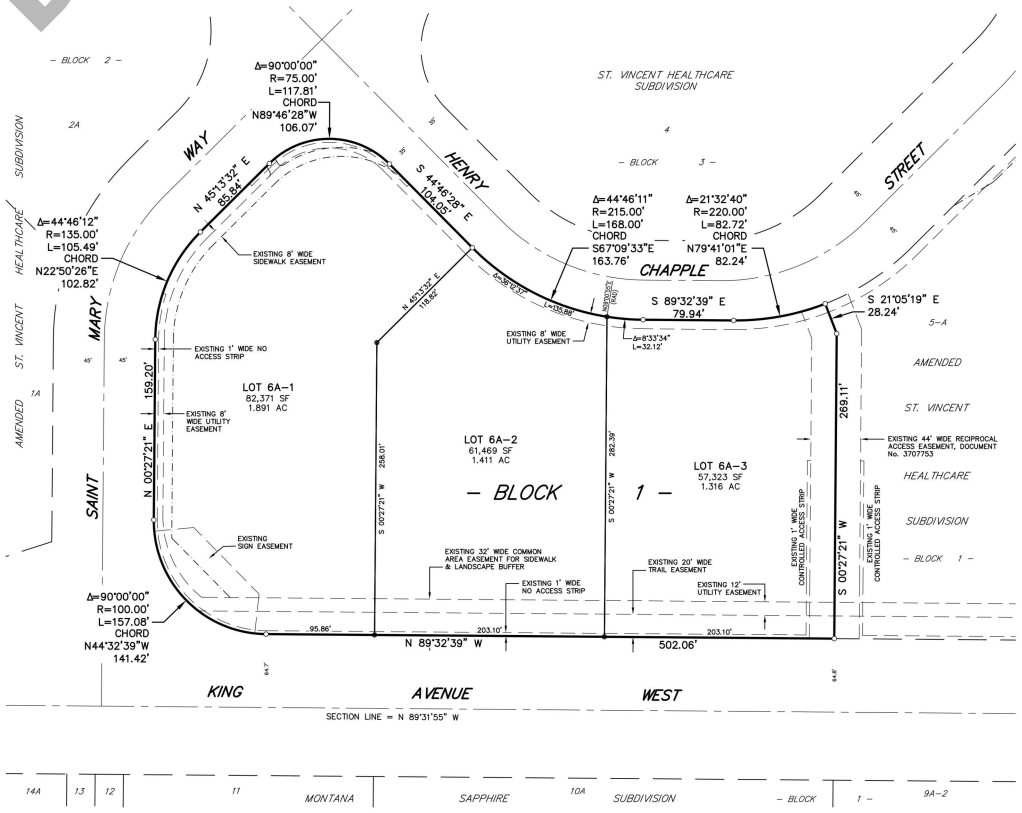
ST. VINCENT HEALTHCARE SUBDIVISION

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

DRAFT

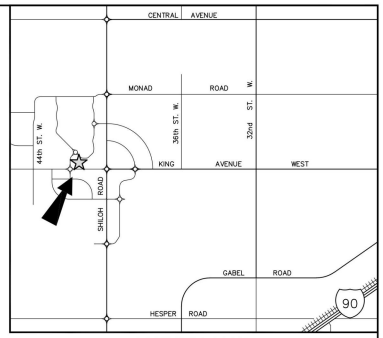


BASIS OF BEARING: AMENDED PLAT OF LOTS 3A, 4, 5, 6, & 7, BLOCK 1, ST. VINCENT HEALTHCARE SUBDIVISION

○ FOUND SURVEY MONUMENT, REBAR & CAP MARKED 'SANDERSON STEWART', OR AS NOTED.

● SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART".

NOTE: ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.



VICINITY MAP
NOT TO SCALE

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 CITY ENGINEER'S OFFICE

I hereby certify that annexed and foregoing plat conforms with Section 76–4–125(1)(d), M.C.A., for divisions located within jurisdictional areas that have adopted growth policies pursuant to chapter 1 or within first–class or second–class municipalities for which the governing body certifies, pursuant to 76–4–127, that adequate storm water drainage and adequate municipal facilities will be provided.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this _____ day of _____, 20____ .

City Engineer's Office

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting and find that said plat conforms with the requirements of the laws of the State of Montana, and that said plat conforms to the adjoining additions and plats of the City of Billings already platted as nearly as circumstances will permit.

Examining Land Surveyor _____ Date _____

CERTIFICATE OF APPROVAL: CITY COUNCIL

STATE OF MONTANA)
:ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing AMENDED PLAT OF LOT 6A OF AMENDED PLAT OF LOTS 3A, 4, 5, 6, & 7, BLOCK 1, ST. VINCENT HEALTHCARE SUBDIVISION and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of the Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any 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

SUBDIVISION IMPROVEMENTS AGREEMENT

Document No.: _____

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
:ss
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned owner of the following described tract of land does hereby certify that they have caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being 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, said tract being more particularly described as follows, to–wit:

Lot 6A of the Amended Plat of Lots 3A, 4, 5, 6, and 7, Block 1, St. Vincent Healthcare Subdivision, according to the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3890847.

The park requirement for this subdivision has been previously met.

Said tract to be known and designated as AMENDED PLAT OF LOT 6A OF AMENDED PLAT OF LOTS 3A, 4, 5, 6, & 7, BLOCK 1, ST. VINCENT HEALTHCARE SUBDIVISION

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 _____

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
:ss
County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of October, 2021, a survey was performed under his supervision of a tract of land to be known as AMENDED PLAT OF LOT 6A OF AMENDED PLAT OF LOTS 3A, 4, 5, 6, & 7, BLOCK 1, ST. VINCENT HEALTHCARE SUBDIVISION in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the gross area and the net area is 201,163 Sq. Ft. (4.618 acres), more or less.

SANDERSON STEWART

By: _____

Montana License No. _____

Date: _____

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76–3–611(1)(b)/76–3–207(3), M.C.A.

Date: _____

Yellowstone County Treasurer

By: _____
Deputy

CERTIFICATE OF CITY ATTORNEY

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

Date: _____

Reviewed by: _____

RESERVED FOR CLERK AND RECORDER

DRAFT

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 14th day of February 2022, 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: SVP- Supply Chain and Real Estate

STATE OF Colorado)
:ss
County of Denver)

On this 21st day of March, 2022, before me, the undersigned Notary Public for the State of Colorado, personally appeared Steven Chyung, known to me to be the person who signed the foregoing instrument as SVP Supply Chain / Real Estate 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.

MAX STICH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004573
MY COMMISSION EXPIRES JANUARY 26, 2026

_____
Notary Public in and for the State of Colorado

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:

Amended Plat of Lot 6A of the Amended Plat of Lots 3A, 4, 5, 6, and 7, Block 1, St. Vincent Healthcare Subdivision

SUBDIVIDER/OWNER

SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM INC., a Kansas nonprofit organization

By: _____

Its: SVP - Supply Chain and Real Estate

STATE OF Colorado)
: ss
County of Denver)

On this 31st day of March, 2022, before me, a Notary Public in and for the State of Colorado, personally appeared Steven Chavez, known to me to be the person who executed the foregoing instrument as the SVP - Supply Chain of **SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM INC.,** a Kansas nonprofit organization 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.

MAX STICH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004573
MY COMMISSION EXPIRES JANUARY 26, 2026

Notary Public in and for the State of Colorado
Printed name: Max Stich
Residing at: 1000 E 16th Ave Denver CO
My commission expires: 1-26-26

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

SCL Health
500 El Dorodo Blvd, Suite 4300
Broomfield, CO 80021

Dear Applicant:

On February 14, 2022, the Billings City Council conditionally approved the preliminary plat of Amended Lot 6A, Block 1, St Vincent Health Subdivision, 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

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, 2022.

William A. Cole

William A. Cole, Mayor

City Council Regular

Date:	05/09/2022
Title:	St Vincent Healthcare Subd Lot 2A Block 4 - City Subsequent Minor
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends City Council approve the final plat of Amended Lot 2A, Block 4, St Vincent Health Subdivision.

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

On April 6, 2022, Sanderson Stewart, on behalf of SCL Health, applied for final 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 PUD (Planned Unit Development). The land is currently vacant. Staff has reviewed the application and determined that the proposed plat has met all the conditions of approval and is forwarding a recommendation of final approval to the City Council. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

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

The City Council may approve or disapprove the final plat of Amended Lot 2A, Block 4, St Vincent Health Subdivision. 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
Signed Subdivision Improvement Agreement
Conditions of Approval

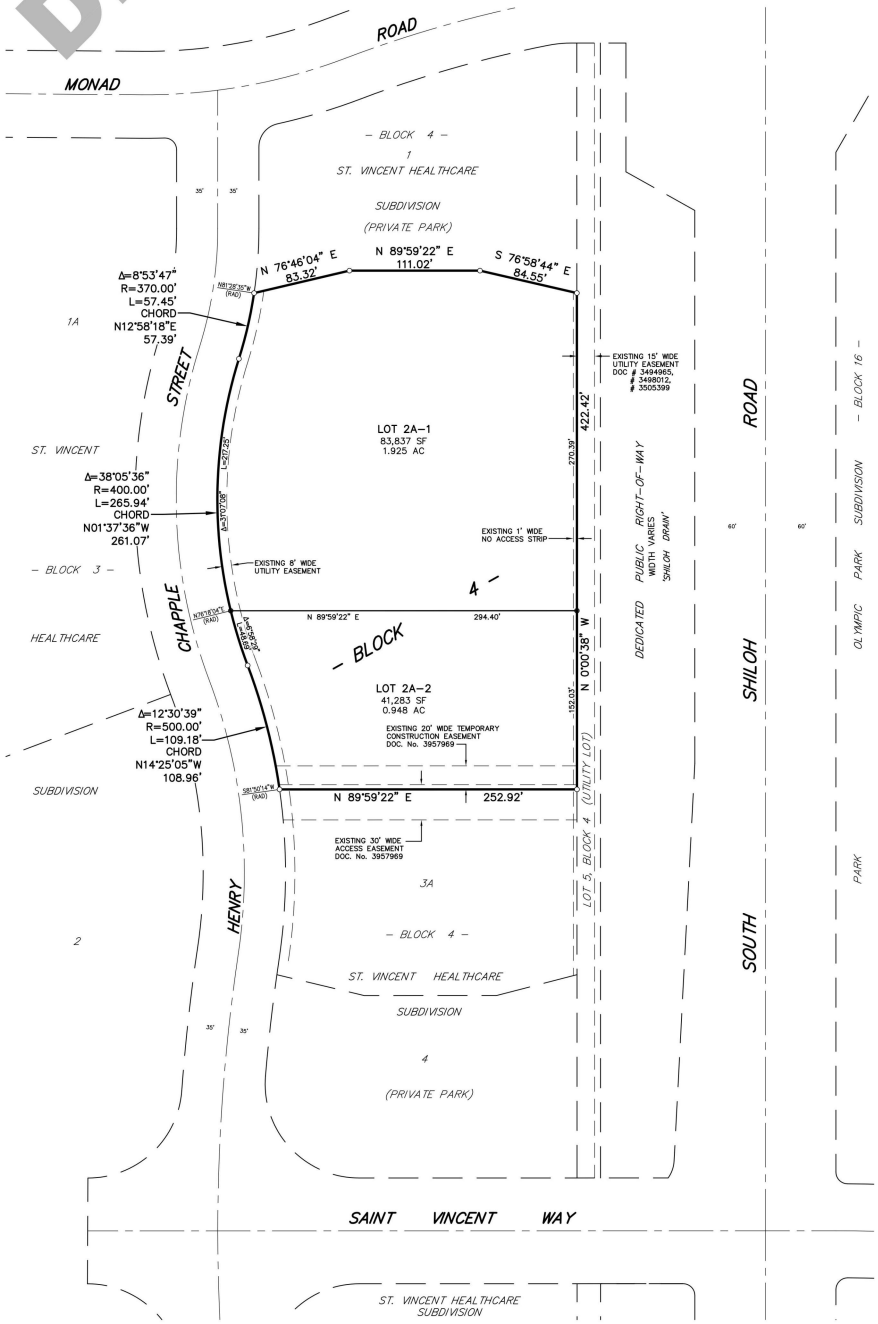
DRAFT

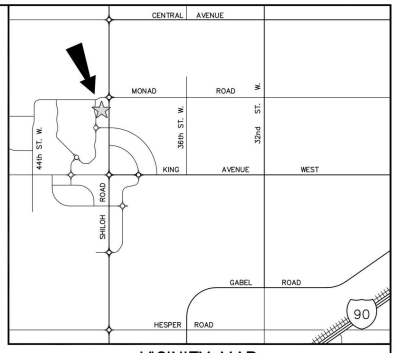
AMENDED PLAT OF LOT 2A OF AMENDED PLAT OF LOTS 2 AND 3, BLOCK 4, ST. VINCENT HEALTHCARE SUBDIVISION

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'

BASIS OF BEARING: AMENDED PLAT OF LOTS 2 AND 3, BLOCK 4, ST. VINCENT HEALTHCARE SUBDIVISION

○ FOUND SURVEY MONUMENT, REBAR & CAP MARKED 'SANDERSON STEWART', OR AS NOTED.

● SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART".

NOTE: ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
:ss
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned owner of the following described tract of land does hereby certify that they have caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being 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, said tract being more particularly described as follows, to–wit:

Lot 2A of the Amended Plat of Lots 2 and 3, Block 4, St. Vincent Healthcare Subdivision,according to the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3948936.

The park requirement for this subdivision has been previously met.

Said tract to be known and designated as AMENDED PLAT OF LOT 2A OF AMENDED PLAT OF LOTS 2 AND 3, BLOCK 4, ST. VINCENT HEALTHCARE SUBDIVISION

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 _____

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
:ss
County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of October, 2021, a survey was performed under his supervision of a tract of land to be known as AMENDED PLAT OF LOT 2A OF AMENDED PLAT OF LOTS 2 AND 3, BLOCK 4, ST. VINCENT HEALTHCARE SUBDIVISION in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the gross area and the net area is 125,120 Sq. Ft. (2.873 acres), more or less.

SANDERSON STEWART

By: _____

Montana License No. _____

Date: _____

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that annexed and foregoing plat conforms with Section 76–4–125(1)(d), M.C.A., for divisions located within jurisdictional areas that have adopted growth policies pursuant to chapter 1 or within first–class or second–class municipalities for which the governing body certifies, pursuant to 76–4–127, that adequate storm water drainage and adequate municipal facilities will be provided.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this _____ day of _____, 20_ .

_____
City Engineer's Office

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting and find that said plat conforms with the requirements of the laws of the State of Montana, and that said plat conforms to the adjoining additions and plats of the City of Billings already platted as nearly as circumstances will permit.

_____ _____
Examining Land Surveyor Date

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76–3–611(1)(b)/76–3–207(3), M.C.A.

Date: _____
Yellowstone County Treasurer

By: _____
Deputy

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 CITY ATTORNEY

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

Date: _____

Reviewed by: _____

SUBDIVISION IMPROVEMENTS AGREEMENT

Document No.: _____

CERTIFICATE OF APPROVAL: CITY COUNCIL

STATE OF MONTANA)
:ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing AMENDED PLAT OF LOT 2A OF AMENDED PLAT OF LOTS 2 AND 3, BLOCK 4, ST. VINCENT HEALTHCARE SUBDIVISION and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of the Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any 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: _____ Attest: _____
Mayor City Clerk

RESERVED FOR CLERK AND RECORDER

DRAFT

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 14th day of February 2022, 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: SVP - Supply Chain and Real Estate

STATE OF Colorado)
:ss
County of Denver)

On this 31st day of March, 2022, before me, the undersigned Notary Public for the State of Colorado, personally appeared Steven Chyung, known to me to be the person who signed the foregoing instrument as SVP- Supply Chain 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.

MAX STICH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004573
MY COMMISSION EXPIRES JANUARY 26, 2026

_____
Notary Public in and for the State of Colorado

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:

Amended Plat of Lot 2A of Amended Plat of Lots 2 and 3, Block 4, St. Vincent Healthcare Subdivision

SUBDIVIDER/OWNER

SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM INC., a Kansas nonprofit organization

By: _____

Its: SVP- Supply Chain and Real Estate

STATE OF Colorado)
: ss
County of Denver)

On this 31st day of March, 2022, before me, a Notary Public in and for the State of Colorado, personally appeared Steven Chaney, known to me to be the person who executed the foregoing instrument as the SVP - Supply Chain of **SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM INC.,** a Kansas nonprofit organization 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.

MAX STICH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004573
MY COMMISSION EXPIRES JANUARY 26, 2026

Notary Public in and for the State of Colorado
Printed name: Max Stich
Residing at: 1003 E 16th Ave Denver Co
My commission expires: 1-26-26

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

SCL Health
500 El Dorodo Blvd, Suite 4300
Broomfield, CO 80021

Dear Applicant:

On February 14, 2022, the Billings City Council conditionally approved the preliminary plat of Amended Lot 2A, Block 4, St Vincent Health Subdivision, 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

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, 2022.

William A. Cole

William A. Cole, Mayor

Consent 1. I.

City Council Regular Business Meeting
Meeting Date: 05/09/2022
Title: Amended Lot 4A, Block 2, Lake Hills Subdivision, 1st Filing - SIA Amendment
Presented by: Monica Plecker
Department: Planning & Community Services **Division:** Planning

RECOMMENDATION
Staff recommends approval of the amended Subdivision Improvement Agreement.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
On April 26, 2022, Ron Hill of Ron S. Hill Living Trust, requested an amendment to the Subdivision Improvement Agreement because two minor errors were discovered in the sale of the property in the SIA in Section III.E and Section VI. A. The lot numbers did not correspond with the correct road name in which access or water is located. The amendments simply switch the lot numbers so they now correspond correctly.

Section III. E Original Language
Lot 4A-1 will access Pebble Beach Road and Lot 4A-2 will access Gleneagles Boulevard

Section III.E. New Language
Lot 4A-2 will access Pebble Beach Road and Lot 4A-1 will access Gleneagles Boulevard

Section VI. A Original Language
Lot 4A-2 has an existing water service from the main in Gleneagles Boulevard. Lot 4A-1 will have service by connecting to the existing main in Pebble Beach Road. The subdivider will provide additional water services as needed.

Section VI.A New Language
Lot 4A-1 has an existing water service from the main in Gleneagles Boulevard. Lot 4A-2 will have service by connecting to the existing main in Pebble Beach Road. The subdivider will provide additional water services as needed.

Other minor modifications were made to the document to bring it into conformance with the now required language for SIA's and waivers. These are not material to the lot number correction. The SIA was originally approved in December of 2012 and is currently on file with the Clerk and Recorder as Document No. 3649464.

ALTERNATIVES
The City Council May:

- Approve the amendment to the SIA, or
- Not approve the amendment to the SIA

Not approving the amendments will result in the SIA misrepresenting the street names in which the lots are accessed. For the landowner, not correcting this document, would prevent the sale of the property.

FISCAL EFFECTS
The proposed amendment to the SIA will have no financial impact on the Planning Division.

Attachments

Original SIA
Amended SIA

SIA 3649464
12/12/2012 02:02 PM Pages: 1 of 9 Fees: 5.00
Jeff Martin Clerk & Recorder, Yellowstone MT

SUBDIVISION IMPROVEMENTS AGREEMENT
Amended Lot 4A, Block 2, Lake Hills Subdivision, 1st Filing
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(City of Billings)

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12/12/2012 02:02 PM Pages: 2 of 9 Fees: 5.00
Jeff Martin Clerk & Recorder, Yellowstone MT

SUBDIVISION IMPROVEMENTS AGREEMENT

AMENDED LOT 4A, BLOCK 2, LAKE HILLS SUBDIVISION, 1ST FILING

This agreement is made and entered into this 16 day of NOVEMBER, 2012, by and between **Ron S Hill Living Trust**, whose address for the purpose of this agreement is **PO Box 50636 Billings MT, 59105**, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of Amended Lot 4A, Block 2, Lake Hills Subdivision, 1st Filing, located in the City of Billings, Yellowstone County, Montana was submitted to the Yellowstone County Board of Planning as an expedited plat which was deemed to not require preliminary review; 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 Amended Lot 4A, Block 2, Lake Hills Subdivision, 1st 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. Variance 23-406.B.1 to allow 5-foot wide curb-style walks in lieu of boulevard sidewalks along the frontage of Pebble Beach Road.

II. CONDITIONS THAT RUN WITH THE LAND

A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development.

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

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

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 will need to be a Stormwater Pollution and Prevention Plan (SWPPP) filed with the city and the Montana Department of Environmental Quality (MDEQ) for Lot 4A-2. 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, Section 28-201, 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 Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

III. TRANSPORTATION

This section should include, but not be limited to the following:

A. Streets

The Subdivision is bordered on the west by Gleneagles Boulevard which has an 80 foot right-of-way width and is paved with curb and gutter. To the north, the Subdivision is bordered by Pebble Beach Road which has a 60 foot right-of-way and is paved with curb and gutter.

B. Sidewalks

Sidewalks along Pebble Beach will be 5 foot curb walk sidewalk along Gleneagles will be 5 foot boulevard walk.

C. Street Lighting

There will be no street lighting installed along either Gleneagles Boulevard, or Pebble Beach Road at this time. The waiver shall include street lighting.

D. Traffic Control Devices

No traffic control devices will be needed for the subdivision as both lots will access either Pebble Beach Road or Gleneagles Boulevard directly. Traffic control devices shall be included in the waiver.

E. Access

Lot 4A-1 will access Pebble Beach Road and Lot 4A-2 will access Gleneagles Boulevard.

F. Billings Area Bikeway and Trail Master Plan

Gleneagles Boulevard is identified as a proposed short-range bike lane route on Billings Area Bikeways & Trail Master Plan. No improvements are required at this time but are included in the waiver.

G. Public Transit

No improvements will be necessary to provide public transit for the Subdivision as facilities are already in place to serve the area.

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.

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 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 to the Water District of Billings Heights (CWDBH) and for 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 and Franchise 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 4A-2 has an existing water service from the main in Gleneagles Boulevard. Lot 4A-1 will have service by connecting to the existing main in Pebble Beach Road. The subdivider will provide additional water services as needed.

B. Sanitary Sewer

There are existing sanitary sewer services to Lots 4A-1 and 4A-2. Additional services will be provided by the Subdivider as needed.

C. Power, Telephone, Gas, and Cable Television

No additional easements will be required at this time. Existing underground utilities are in place to service this subdivision.

VII. PARKS/OPEN SPACE

There is no parkland requirement for proposed Amended Lot 4A, Block 2 Lake Hills Subdivision, 1st Filing, as this is a subdivision creating one additional lot [MCA 76-3-621(3)(d)].

IX. SOILS/GEOTECHNICAL STUDY

Development of the lot s will require preparation of a project-specific geotechnical study.

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 Engineer and Utility Department Manager.

XI. LEGAL PROVISIONS

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

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

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

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

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

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

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

"SUBDIVIDER" *Ron S Hill Living Trust*

By: Ron S. Hill

Its: Trustee

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 16 day of November, 2012, before me, a Notary Public in and for the State of Montana, personally appeared Ron S. Hill, known to me to be the Truste of Ron S. Hill Living Trust, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

CAROL JOHNSON NOTARY PUBLIC for the State of Montana Residing at Billings, Montana My Commission Expires May 12, 2014

Carol Johnson

Notary Public in and for the State of Montana
Printed Name: CAROL JOHNSON
Residing at: BILLINGS MT
My commission expires: May 12, 2014

SIA 3649464
12/12/2012 02:02 PM Pages: 8 of 9 Fees: 5.00
Jeff Martin Clerk & Recorder, Yellowstone MT

This agreement is hereby approved and accepted by the City of Billings, this 10th day of December, 2012.

"CITY"
CITY OF BILLINGS
MONTANA

By: Thomas W. Hanel
Mayor

Attest: Cari Martin
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 10th day of December, 2012 before me, a Notary Public in and for the State of Montana, personally appeared Thomas W. Hanel and Cari Martin, 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.

DENISE R BOHLMAN
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
June 01, 2015

Denise R. Bohlman
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

SIA 3649464
12/12/2012 02:02 PM Pages: 9 of 9 Fees: 5.00
Jeff Martin Clerk & Recorder, Yellowstone MT

Waiver of Right to Protest

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

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

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

Amended Lot 4-A, Block 2, Lake Hills Subdivision, 1st Filing

Signed and dated this 16 day of November, 2012.

Ron S. Hill Living Trust

By: Ron S. Hill

Its: Trustee

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 16 day of November, 2012, before me, a Notary Public in and for the State of Montana, personally appeared Ron S. Hill, known to me to be the Truste of Ron S. Hill Living Trust, 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.

CAROL JOHNSON NOTARIAL SEAL STATE OF MONTANA
CAROL JOHNSON
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
May 12, 2014

Notary Public in and for the State of Montana
Printed Name: CAROL JOHNSON
Residing at: BILLINGS MT
My commission expires: May 12, 2014

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

Amended Lot 4A, Block 2, Lake Hills Subdivision, 1st filing

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

Amended Lot 4A, Block 2, Lake Hills Subdivision, 1st Filing

This agreement is made and entered into this ____ day of _____, 20__, by and between *Ron S Hill Living Trust,* whose address for the purpose of this agreement is **PO Box 50636, Billings, MT 59105**, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of *Amended Lot 4A, Block 2, Lake Hills Subdivision, 1st Filing*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; 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 *Amended Lot 4A, Block 2, Lake Hills Subdivision, 1st 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 23.1401, BMCC):

1. Variance 23-406.B.1 to allow 5-foot wide curb-style walks in lieu of boulevard sidewalks along the frontage of Pebble Beach Road

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.

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. (If a geotechnical study was done for this subdivision, insert specific information and recommendations from that study here, instead)

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 Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

III. TRANSPORTATION

A. Streets

The Subdivision is bordered on the west by Gleneagles Boulevard which has an 80 foot right-of-way width and is paved with curb and gutter. To the north, the Subdivision is bordered by Pebble Beach Road which has a 60’ right-of-way and is paved with curb and gutter.

B. Sidewalks
Sidewalks along Pebble Beach will be 5 foot curb walk sidewalk along Gleneagles will be 5 foot boulevard walk.

C. Street Lighting
There will be no street lighting installed along either Gleneagles Boulevard, or Pebble Beach Road at this time. The waiver shall include street lighting.

D. Traffic Control Devices
No traffic control devices will be needed for the subdivision as both lots will access either Pebble Beach Road or Gleneagles Boulevard directly. Traffic control devices shall be included in the waiver.

E. Access
Lot 4A-2 will access Pebble Beach Road and Lot 4A-1 will access Gleneagles Boulevard

F. Billings Area Bikeway and Trail Master Plan
Gleneagles Boulevard is identified as a proposed short-range bike lane route on Billings Area Bikeways & Trail Master Plan. No improvements are required at this time but are included in the waiver.

G. Public Transit
No Improvements will be necessary to provide public transit for the Subdivision as facilities are already in place to serve the area.

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.

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 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. 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 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 4A-1 has an existing water service from the main in Gleneagles Boulevard. Lot 4A-2 will have service by connecting to the existing main in Pebble Beach Road. The subdivider will provide additional water services as needed.

B. Sanitary Sewer

There are existing sanitary sewer services to Lots 4A-1 and 4A-2. Additional services will be provided by the Subdivider as needed.

C. Power, Telephone, Gas, and Cable Television

No additional easements will be required at this time. Existing underground utilities are in place to service this subdivision.

VII. PARKS/OPEN SPACE

There is no parkland requirement for proposed Amended Lot 4A, Block 2 Lake Hills Subdivision, 1st Filing, as this is a subdivision creating one additional lot [MCA 76-3-621(3)(d)].

IX. SOILS/GEOTECHNICAL STUDY

Development of the lots will require preparation of a project-specific geotechnical study.

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 Engineer and Utility Department Manager.

XI. 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" *Ron S. Hill Living Trust*

By: _____

Title: _____

STATE OF MONTANA)
: ss
County of)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____ _____, known to me to be the _____ of *Ron S. Hill Living Trust,* who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

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

"CITY"
CITY OF BILLINGS
MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the

foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

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

Waiver of Right to Protest
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:

Amended Lot 4-A, Block 2, Lake Hills Subdivision, 1st Filing

Signed and dated this _____ day of _____, 20___.

Ron S. Hill Living Trust

_____

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 *Trustee of Ron S. Hill Living Trust*, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

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

City Council Regular

Date:	05/09/2022
Title:	Lighting Facility Transfer Agreement & Resolution to Amend Boundaries of SILMD 13 & 14
Presented by:	Jennifer Duray
Department:	Public Works
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that City Council approve the lighting facilities transfer agreement with the Billings Clinic and the resolution to amend the boundaries of Street Improvement Lighting Maintenance Districts (SILMDs) 13 & 14.

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

Billings Clinic requested to assume ownership of various streetlights that border its campus, so they could replace the existing lights with new poles and LED fixture heads which would match the lights on the rest of the Billings Clinic campus. This is beneficial to the City because these lights were old and in need of replacement. Also, the City will not have to maintain these lights going forward. Thus, City staff was in general agreement that transferring these lights to Billings Clinic was a mutual benefit to both Billings Clinic and the City. Billings Clinic proceeded to change out the lights prior to obtaining an agreement with the City and staff was later notified that the lights were already modified. There are thirty-three (33) used and dated electric lighting fixtures and facilities including luminaries mounted on steel poles, underground wiring and associated appurtenances and equipment that are affected.

A boundary adjustment is needed for SILMDs 13 and 14 because Billings Clinic is assuming ownership of these lights. Twenty-nine lights in SILMD 13 and 2 lights in SILMD 14 will no longer be paid for by the City and properties adjacent to the lights will be removed from the SILMDs. There are also 2 lights that were removed from SILMD 259, but a boundary adjustment is not required for this District.

ALTERNATIVES

City Council may:

- Approve the lighting transfer agreement and the resolution to amend the boundaries of SILMDs 13 & 14 ; or,
- Disapprove the lighting transfer agreement and the resolution to amend the boundaries. If the agreement and the boundary amendment are not approved, the City will need to continue paying for the electricity and maintenance of the 33 lights.

FISCAL EFFECTS

There is a very minimal financial effect on SILMDs 13 and 14 due to both lights and parcels being removed. The costs for SILMD 259 will decrease slightly because of the removal of 2 lights.

Attachments

Billings Clinic Transfer Agreement
Exhibit A
Resolution Amending SILMD 13 & 14 Boundaries

Lighting Facilities Transfer Agreement

This Lighting Facilities Transfer Agreement (Agreement) is made this ____day of February, 2022, by and between the City of Billings (City), a municipal corporation, c/o City Hall, 210 North 27th Street, Billings, Montana, 59101, and Billings Clinic (Clinic), a nonprofit corporation, P.O. Box 37000, Billings, Montana, 59107.

WHEREAS, the City amended and deleted certain properties owned by the Clinic from the boundaries of Special Improvement Lighting Maintenance District Nos. 13, 14, and 259 pursuant to Resolution No. 22-_____ ;

WHEREAS, there are thirty-three (33) used and dated electric lighting fixtures and facilities including luminaires mounted on steel poles, underground wiring and associated appurtenances and equipment (hereinafter "Facilities") situated adjacent to these properties owned by the Clinic which the City considers too costly to remove, refurbish, relocate and reuse;

WHEREAS, the Clinic is desirous of acquiring these thirty-three (33) Facilities to refurbish or retrofit for use on its campus and properties;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and Clinic agree as follows:

1. The Lighting Facilities. Subject to the terms and conditions of this Agreement, the City transfers all rights, title and ownership of its thirty-three (33) Facilities situated adjacent to the Clinic's properties amended and deleted from the boundaries of Special Lighting Improvement Maintenance District Nos. 13, 14, and 259 and referenced in Exhibit A, attached and incorporated herein, to the Clinic for the use and enjoyment of the Clinic. Title to the Facilities will vest in the Clinic upon execution of this Agreement.

2. No Payment. The City and the Clinic agree that each party's performance of this Agreement constitutes full consideration and that the Clinic is not obligated to pay for the facilities.

3. Use of Facilities. The Clinic may use the Facilities for any purpose it deems appropriate and there is no expectation of reversion of the Facilities to the City under any circumstances whatsoever.

4. Removal of Facilities. The City shall not be responsible for any removal, packaging and transporting of the Facilities to the Clinic.

5. Adherence to Laws, Rules, Regulations. Clinic shall do all work in the right of way in accordance with laws, rules, and regulations in place at the time of construction or replacement. If maintenance, construction or replacement of the lights requires any portion of a public street or sidewalk to be closed, they must acquire a traffic control permit from the City.

6. No Warranties. The City and the Clinic agree these donated Facilities are transferred and conveyed **AS IS** and **WHERE IS**. The City makes no warranties, express or implied, whether of title, merchantability or fitness for any particular purpose or use or otherwise, of the Facilities.

7. Liability. The City and the Clinic agree that under no circumstances will the City be liable to the Clinic or any other person for any direct, indirect, incidental, special or consequential damages arising out or related to this Agreement for the Facilities.

8. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of 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

BILLINGS CLINIC
(PRINT BUSINESS NAME ABOVE)

SIGNATURE

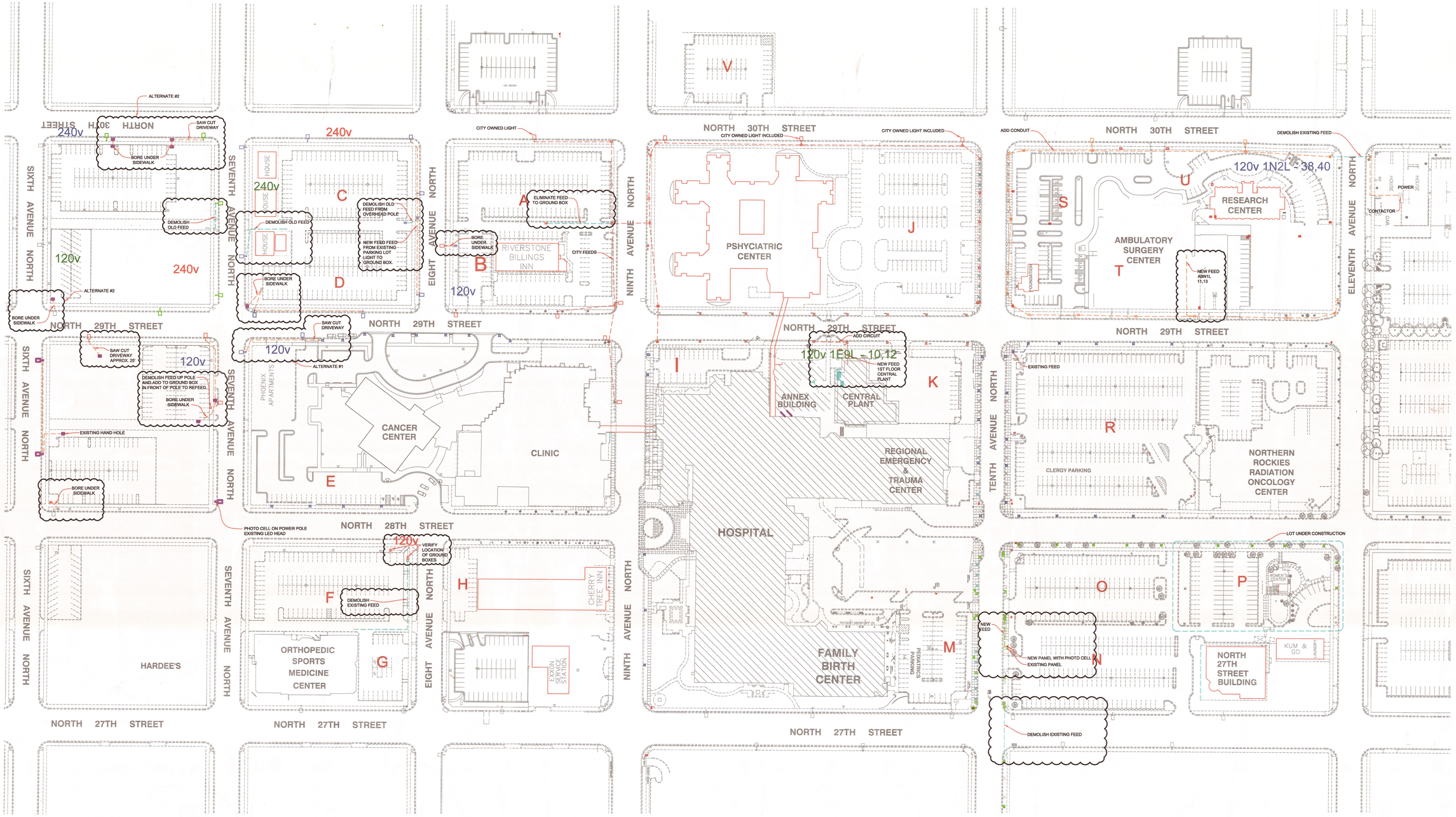
Mitch Goplen
PRINT NAME

VP Facility Services
PRINT TITLE

Exhibit A

CTA

www.ctagroup.com
800.757.9522



1 E100 OVERALL SITE LIGHTING PLAN - WITH CITY LIGHTING INCLUDED

NOT TO SCALE

NORTH REF.

BILLINGS CLINIC SITE LIGHTING PLAN

BILLINGS CLINIC

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00.00.0000
DRAWN BY | ERICKSEN HAIDLE
REVISIONS
-

BILLINGS CLINIC SITE LIGHTING PLAN WITH CITY LIGHTING INCLUDED

E100

RESOLUTION 22-_____

A RESOLUTION AMENDING THE BOUNDARIES OF SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 13, & 14

WHEREAS, the Billings Clinic took over twenty-nine fixtures from Special Improvement Lighting Maintenance District No. 13 and replaced these fixtures which they will own and pay all costs for; and

WHEREAS, the Billings Clinic took over 2 fixtures from Special Improvement Lighting Maintenance District No. 14 and replaced these fixtures which they will own and pay all costs for; and

WHEREAS, pursuant to MCA 7-12-4335 the City Council may, by resolution, change the boundaries of any maintenance district.

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

1. That the boundaries of Special Improvement Lighting Maintenance District No. 13 is hereby amended by removing the following tracts, pieces, lots or parcels of land:

   Northside Add 1st Filing, Block 1, Lot 1 - 24, & Lot 25-48 Block 1 North Elevation Sub & All Vac Alley (A12102) 84,000 Sq. Ft.

   North Elevation Sub 1st Filing, Block 2, Lot 25 - 34, (A11543) 35,000 Sq. Ft.

   North Elevation Sub 1st Filing Lot 38-48 & Adj Vac Alley Block 2 North Elevation Sub 1st Filing & Lot 3-14 & Adj Vac Alley Block 6, Northside Add 3rd filing (A11550) 45,000 Sq. Ft.

   Foster's Add, Block 27, Lot 13-14 (A07149) 42,000 Sq. Ft.

   Foster's Add, Block 27, Lot 3A Amd (92) (D13139I) Centrally Assessed on (E00003B) 270 Sq. Ft.

   Foster's Add, Block 27, Lot 1A Amd Lot 1-3 (A07141) 10,230 Sq. Ft.

   Foster's Add, Block 27. Lot 4-12 (A07142) 31,500 Sq. Ft.

   Garlows Sub of Foster's Add Lot 13-24, Block 26 & Foster's Add Lot 13-21 & Vac Alley & Vac 8th Street; Now a part of Billings Clinic Sub (10), BLOCK 1, Lot 1A, Amd (A07131) 90,750 Sq. Ft.

   Phoenix Condos, Unit 201, 5.933% Common Area Interest, Loc @ Lot 22-24, Block 36, Foster's Addition (A26786) 623 Sq. Ft.

Phoenix Condos, Unit 202, 5.989% Common Area Interest, Loc @ Lot 22-24, Block 36, Foster's Addition (A26787) 629 Sq. Ft.

Phoenix Condos, Unit 203, 6.764% Common Area Interest, Loc @ Lot 22-24, Block 36, Foster's Addition (A26788) 710 Sq. Ft.

Phoenix Condos, Unit 204, 6.764% Common Area Interest, Loc @ Lot 22-24, Block 36, Foster's Addition (A26789) 710 Sq. Ft.

Phoenix Condos, Unit 205, 7.884% Common Area Interest, Loc @ Lot 22-24, Block 36, Foster's Addition (A26790) 828 Sq. Ft.

Phoenix Condos, Unit 301, 5.933% Common Area Interest, Loc @ Lot 22-24, Block 36, Foster's Addition (A26791) 623 Sq. Ft.

Phoenix Condos, Unit 302, 5.989% Common Area Interest, Loc @ Lot 22-24, Block 36, Foster's Addition (A26792) 629 Sq. Ft.

Phoenix Condos, Unit 303, 6.764% Common Area Interest, Loc @ Lot 22-24, Block 36, Foster's Addition (A26793) 710 Sq. Ft.

Phoenix Condos, Unit 304, 6.764% Common Area Interest, Loc @ Lot 22-24, Block 36, Foster's Addition (A26794) 710 Sq. Ft.

Phoenix Condos, Unit 305, 7.884% Common Area Interest, Loc @ Lot 22-24, Block 36, Foster's Addition (A26795) 828 Sq. Ft.

Phoenix Condos, Unit 401, 5.933% Common Area Interest, Loc @ Lot 22-24, Block 36, Foster's Addition (A26796) 623 Sq. Ft.

Phoenix Condos, Unit 402, 5.989% Common Area Interest, Loc @ Lot 22-24, Block 36, Foster's Addition (A26797) 629 Sq. Ft.

Phoenix Condos, Unit 403, 6.764% Common Area Interest, Loc @ Lot 22-24, Block 36, Foster's Addition (A26798) 710 Sq. Ft.

Phoenix Condos, Unit 404, 6.764% Common Area Interest, Loc @ Lot 22-24, Block 36, Foster's Addition (A26799) 710 Sq. Ft.

Phoenix Condos, Unit 405, 7.884% Common Area Interest, Loc @ Lot 22-24, Block 36, Foster's Addition (A26800) 828 Sq. Ft.

Foster's Add, Block 35, Lot 1-3, SW 55' Lot 1-3 (A07191) 4,125 Sq. Ft.

Foster's Add, Block 35, Lot 4-12, & E85' Lot 1-3 (A07192) 37,875 Sq. Ft.

Foster’s Add, Block 35, Lot 13-22 (A07196) 35,000 Sq. Ft.

Foster’s Add, Block 35, Lot 23-24 (A07201) 7,000 Sq. Ft.

Foster’s Add, Block 42, Lot 13-18 (A07279) 21,000 Sq. Ft

Foster’s Add, Block 42, Lot 19-22 (A07281) 14,000 Sq. Ft.

Foster’s Add, Block 43, Lot 3 (A07282) 3,500 Sq. Ft.

Foster’s Add, Block 43, Lot 4-6 (A07283) 10,500 Sq. Ft.

Foster’s Add, Block 43, Lot 7-8 (A07284) 7,000 Sq. Ft.

Foster’s Add, Block 43, Lot 9-12 E94’ of Lot 9-12 (A07285) 9,400 Sq. Ft.

Foster’s Add, Block 43, Lot 9-12 W46’ of Lot 9-12 (A07286) 4,600 Sq. Ft.

Foster’s Add, Block 43, Lot 13-14 (A07287) 7,000 Sq. Ft.

Foster’s Add, Block 43, Lot 15-18 (A07288) 14,000 Sq. Ft.

Foster’s Add, Block 43, Lot 19 (A07290) 3,500 Sq. Ft.

Foster’s Add, Block 43, Lot 20-22 (A07291) 10,500 Sq. Ft.

2. That the boundaries of Special Improvement Lighting Maintenance District No. 14 is hereby amended by removing the following tracts, pieces, lots or parcels of land:

Northside Addition, Third Filing, Block 6, Lot 15 – 16 (A12201) 7,000 Sq. Ft.

Northside Addition, Third Filing, Block 6, Lot 17 – 18 (A12202) 7,000 Sq. Ft.

Northside Addition, Third Filing, Block 6, Lot 19 – 20 (A12203) 7,000 Sq. Ft.

Northside Addition, Third Filing, Block 6, Lot 21 – 22 (A12204) 7,000 Sq. Ft.

Northside Addition, Third Filing, Block 6, Lot 23 – 24 (A12205) 7,000 Sq. Ft.

Northside Addition, Third Filing, Block 6, Lot 3 – 14 (A11550) 45,000 Sq. Ft.

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

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	05/09/2022
Title:	Second reading - Ordinance amending marijuana business regulations
Presented by:	Gina Dahl
Department:	Legal
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends Council approve second reading of the Ordinance amending sections 7-2024, 7-2034, 7-2043, 7-2052, 7-2058, and 7-2063 to change the minimum age requirements for employees of marijuana businesses.

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

Council passed Ordinance 21-5785 on third reading on November 22, 2021, establishing regulations for marijuana businesses within City limits. This ordinance became effective 30 days later on December 22, 2021. This ordinance was codified in Billings, Montana City Code (BMCC) at Article 7-2000. As part of these regulations, marijuana businesses are only permitted to hire employees that are 21 years of age or older. However, state law permits marijuana businesses to employ persons that are 18 years of age or older. Therefore, staff recommends Council amend the relevant sections to permit marijuana businesses within the city limits to employ persons 18 years of age or older, similar to what is permitted under state law. There are six categories of marijuana businesses identified under state law and BMCC Article 7-2000 addresses all six categories. Therefore, there are six sections within BMCC that need to be amended.

Council approved first reading after conducting a public hearing on April 25, 2022.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

N/A

SUMMARY

Staff recommends Council amend the marijuana regulations to allow marijuana businesses within Billings to employ persons 18 years of age or older. This amendment will then mirror the age requirements set forth in state law.

Attachments

Ordinance - redlined version
Ordinance - clean version

ORDINANCE 22-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY REVISING SECTIONS 7-2024(2)(b), 7-2034(2)(b), 7-2043(2)(b), 7-2052(2)(b), 7-2058(2)(b), and 7-2063(2)(b) TO CHANGE THE MINIMUM AGE REQUIREMENT FOR EMPLOYEES OF MARIJUANA BUSINESSES

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

Section 1. That Section 7-2024(2)(b) of the Billings, Montana City Code (BMCC) is amended so that such section shall read as follows:

Sec. 7-2024. Requirements to obtain and retain a medical marijuana dispensary license.

. . . .

(2) Personal requirements for the licensee, principals, registered manager and employees:

. . . .

(b) The applicant, principals, registered manager and employees are all over the age of ~~twenty-one~~eighteen (~~21~~18).

. . . .

Section 2. That Section 7-2034(2)(b) of the BMCC is amended so that such section shall read as follows:

Sec. 7-2034. Requirements to obtain and retain a retail marijuana dispensary license.

. . . .

(2) Personal requirements for the licensee, principals, registered manager and employees.

. . . .

(b) The applicant, principals, registered manager and employees are all over the age of ~~twenty-one~~eighteen (~~21~~18).

. . . .

Section 3. That Section 7-2043(2)(b) of the BMCC is amended so that such section shall read as follows:

Sec. 7-2043. Requirements to obtain and retain a marijuana cultivator license.

. . . .

(2) Personal requirements for the licensee, principals, registered manager and employees.

. . . .

(b) The applicant, principals, registered manager and employees are all over the age of ~~twenty-one~~eighteen (~~21~~18).

. . . .

Section 4. That Section 7-2052(2)(b) of the BMCC is amended so that such section shall read as follows:

Sec. 7-2052. Requirements to obtain and retain a marijuana transporter license.

. . . .

(2) Personal requirements for the licensee, principals, registered manager and employees.

. . . .

(b) The applicant, principals, registered manager and employees are all over the age of ~~twenty-one~~eighteen (~~21~~18).

. . . .

Section 5. That Section 7-2058(2)(b) of the BMCC is amended so that such section shall read as follows:

Sec. 7-2058. Requirements to obtain and retain a marijuana manufacturer license.

. . . .

(2) Personal requirements for the licensee, principals, registered manager and employees.

. . . .

(b) The applicant, principals, registered manager and employees are all over the age of ~~twenty-one~~eighteen (~~21~~18).

. . . .

Section 6. That Section 7-2063(2)(b) of the BMCC is amended so that such section shall read as follows:

Sec. 7-2063. Requirements to obtain and retain a marijuana testing laboratory license.

. . . .

(2) Personal requirements for the licensee, principals, registered manager and employees.

. . . .

(b) The applicant, principals, registered manager and employees are all over the age of ~~twenty-one~~eighteen (~~21~~18).

. . . .

Section 7. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 8. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 9. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading the _____ day of _____, 2022.

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

CITY OF BILLINGS

BY:_____
William A. Cole, Mayor

Attest:

BY:_____
Denise R. Bohlman, City Clerk

ORDINANCE 22-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY REVISING SECTIONS 7-2024(2)(b), 7-2034(2)(b), 7-2043(2)(b), 7-2052(2)(b), 7-2058(2)(b), and 7-2063(2)(b) TO CHANGE THE MINIMUM AGE REQUIREMENT FOR EMPLOYEES OF MARIJUANA BUSINESSES

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

Section 1. That Section 7-2024(2)(b) of the Billings, Montana City Code (BMCC) is amended so that such section shall read as follows:

Sec. 7-2024. Requirements to obtain and retain a medical marijuana dispensary license.

. . . .

(2) Personal requirements for the licensee, principals, registered manager and employees:

. . . .

(b) The applicant, principals, registered manager and employees are all over the age of eighteen (18).

. . . .

Section 2. That Section 7-2034(2)(b) of the BMCC is amended so that such section shall read as follows:

Sec. 7-2034. Requirements to obtain and retain a retail marijuana dispensary license.

. . . .

(2) Personal requirements for the licensee, principals, registered manager and employees.

. . . .

(b) The applicant, principals, registered manager and employees are all over the age of eighteen (18).

. . . .

Section 3. That Section 7-2043(2)(b) of the BMCC is amended so that such section shall read as follows:

Sec. 7-2043. Requirements to obtain and retain a marijuana cultivator license.

. . . .

(2) Personal requirements for the licensee, principals, registered manager and employees.

. . . .

(b) The applicant, principals, registered manager and employees are all over the age of eighteen (18).

. . . .

Section 4. That Section 7-2052(2)(b) of the BMCC is amended so that such section shall read as follows:

Sec. 7-2052. Requirements to obtain and retain a marijuana transporter license.

. . . .

(2) Personal requirements for the licensee, principals, registered manager and employees.

. . . .

(b) The applicant, principals, registered manager and employees are all over the age of eighteen (18).

. . . .

Section 5. That Section 7-2058(2)(b) of the BMCC is amended so that such section shall read as follows:

Sec. 7-2058. Requirements to obtain and retain a marijuana manufacturer license.

. . . .

(2) Personal requirements for the licensee, principals, registered manager and employees.

. . . .

(b) The applicant, principals, registered manager and employees are all over the age of eighteen (18).

. . . .

Section 6. That Section 7-2063(2)(b) of the BMCC is amended so that such section shall read as follows:

Sec. 7-2063. Requirements to obtain and retain a marijuana testing laboratory license.

. . . .

(2) Personal requirements for the licensee, principals, registered manager and employees.

. . . .

(b) The applicant, principals, registered manager and employees are all over the age of eighteen (18).

. . . .

Section 7. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 8**.** **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 9**.** **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading the _____ day of _____, 2022.

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

CITY OF BILLINGS

BY:_____
William A. Cole, Mayor

Attest:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	05/09/2022
Title:	Ward Boundary Expansion Ordinance Second Reading - Annexation 22-01
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

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

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

Performance Engineering on behalf of Shiloh Farms, LLC submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located north of Zoo Drive and West of Shiloh Road. The land being annexed is described as Being Tracts of Land situated in the NE 1/4 of Section 22, T.1S., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as: Being Tract C of Amended Tract 1-A-2 of Certificate of Survey No. 1100, recorded October 24, 1984, under Document No. 1327683; Also including all adjacent Right-Of-Way of Shiloh Road. Said annexation contains 22.923 gross and 20.575 net acres.

Upon Council approval, this annexation requires a change in the boundaries of Ward V. Two readings are required for this action. The first reading and public hearing was held on April 25. Second reading will occur on May 9, 2022.

ALTERNATIVES

City Council may:

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

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Ward Boundary Ordinance

ORDINANCE NO. 22-_____

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

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

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

Tracts of Land situated in the NE 1/4 of Section 22, T.1S., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as:

Being Tract C of Amended Tract 1-A-2 of Certificate of Survey No. 1100, recorded October 24, 1984, under Document No. 1327683;
Also including all adjacent Right-Of-Way of Shiloh Road.

Said annexation containing 22.923 gross and 20.575 net acres.

(# 22-01) See Exhibit "A" Attached

2. EFFECTIVE DATE. This ordinance shall be effective either thirty (30) days after second reading and final adoption as provided by law, or upon the effective date of Resolution No. 22-_____ approving the annexation of the above territory, whichever date is later.

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

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

PASSED by the City Council on the first reading this 25thth day of April 2022.

PASSED by the City Council on the second reading this 9th day of May, 2022.

THE CITY OF BILLINGS:

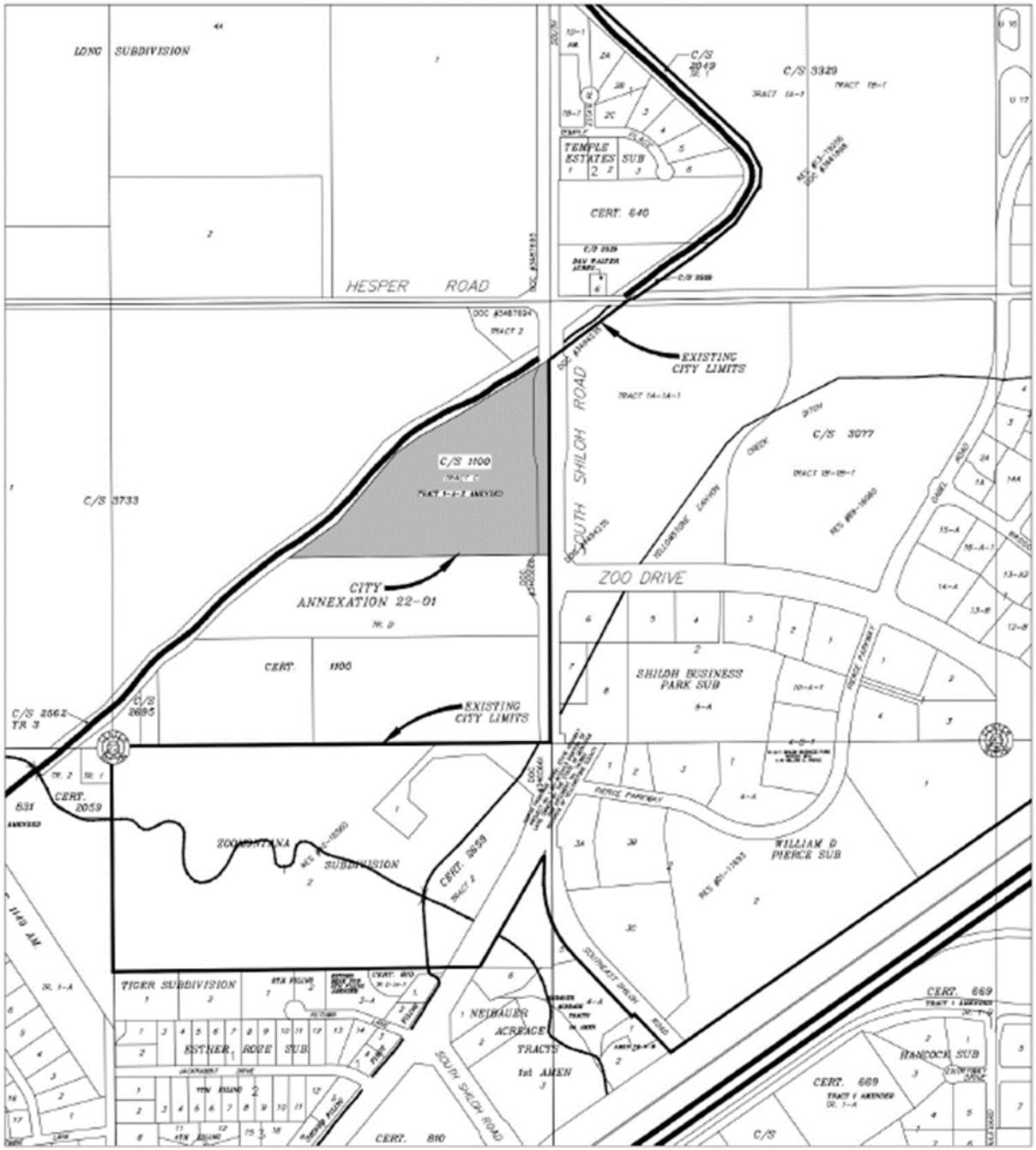
_____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#22-01)

EXHIBIT "A"


LONG SUBDIVISION
HESPER ROAD
TEMPLE ESTATES SUB
CERT. 640
C/S 3329
C/S 2949
EXISTING CITY LIMITS
SOUTH SHILOH ROAD
C/S 3077
C/S 1100
C/S 3733
CITY ANNEXATION 22-01
CERT. 1100
ZOO DRIVE
SHILOH BUSINESS PARK SUB
EXISTING CITY LIMITS
C/S 2562 TR 3
C/S 2695
CERT. 2059
ZOOMONTANA SUBDIVISION
CERT. 3859
WILLIAM D PIERCE SUB
PIERCE PARKWAY
TIGER SUBDIVISION
ESTHER ROSE SUB
NEIBAUER ACREAGE TRACTS 1st AMEN
SOUTHEAST SHILOH ROAD
CERT. 810
CERT. 669
HANCOCK SUB
C/S

City Council Regular

Date:	05/09/2022
Title:	City Council Strategies and Priorities for 2022 and 2023
Presented by:	Chris Kukulski, City Administrator
Department:	City Hall Administration
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION
Adopt the attached strategies and priorities for 2022 and 2023.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
The attached priorities are a compilation of the priorities adopted by the city council in April 2021 plus conversations the Council had in February, March and April 2022.

STAKEHOLDERS
NA

ALTERNATIVES
City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS
NA

Attachments

Draft 2022/2023 Strategies & Priorities

DRAFT 2022/2023 City Council Strategies and Priorities

4-19-22

Vision: The Magic City - A diverse welcoming community where people prosper, and business succeeds.
Core Values:

- Collaboration: We commit to provide opportunities to achieve common goals through positive communications and interaction with individuals, and with public and private organizations.
- Integrity: Through accessibility and transparency, we earn the trust of the community to which we are responsible.
- Service: We deliver services with courtesy and respect while meeting our customers' needs.
- Stewardship: We plan and manage resources effectively, responsibly, and efficiently.

Mission: To deliver cost effective public services that enhance our community's quality of life.

Improve the safety of Billings

- Complete implementation of the Center for Public Safety Management (CPSM) police and fire operations analysis recommendations. 2022.
- Implement code enforcement, legal, municipal court, mental health and substance abuse strategies as described during the 2021 public safety levy. 2022/2023.
- Report data measuring the effectiveness of the 2021 public safety mill levy and the criminal justice system at the city, county, and state levels. 2022/2023
- Collect data and pursue legislation and local regulations to limit the number, and improve the effectiveness of, sober living housing and their impacts on neighborhoods. (Green - council approved initiatives) 2022/2023
- Collect data and pursue legislation and work with the Department of Corrections (DOC) to limit the number of probationers, parolees released into Billings and the number of inmates held in the jail. 2022/2023

Invest in core infrastructure

- Complete airport terminal reconstruction project, building Montana's greatest airport. 2023
- Complete City Hall/Law and Justice Center project to include a COVID 19 memorial. 2023
- Break ground and complete construction of inner-belt loop and Skyline trail projects. 2022/2023
- Break ground on water treatment plant and reservoir projects and determine funding for the park components of the reservoir. 2022/2024
- Analyze and determine land use and infrastructure policies to serve the inner beltloop and new interchange areas. 2022 (funding does not exist beyond the corridor studies ~$100k)
- Determine 21st Street underpass upgrades to improve downtown transportation system. 2023

Improve the built environment through quality design

- Develop strategies to stimulate infill and redevelopment throughout the city's business and residential districts. 2022/2023
- Implement the downtown transportation plan/one way street conversions and road diets. 2022/2023
- Develop a housing strategy in partnership with HomeFront and facilitate 1,000 housing units being added to the city's core. 2022/2023
- Complete a review of the 2016 growth policy. 2022

- Update 1 neighborhood plan annually updating all 8 plans over the next decade.
- Update subdivision regulations. 2022/2023

Increase parks, trails, recreation, and cultural investments

- Determine level of capital investment to be proposed to voters in 2023 for the multi-generational recreation center and a corresponding strategy for executing on those capital investments.
- Determine level of capital investment to be proposed to voters in 2023 for additional park and trail development and a corresponding strategy for executing on those capital investments.
- Determine level of maintenance and operation expenses for parks, trails, and recreation facilities to be proposed to voters in 2023 to meet the needs of our community long term.

Build a high-performance organization (HPO) principled in our core values

- Complete organizational review of the city's vision, mission, and core values. 2022
- Complete staff analysis of how to determine the scope and cost to conduct cost of services studies to better understand cost of delivering police, fire, parks, recreation, trails, storm water, water, wastewater and transportation services and infrastructure to make more informed decisions. 2022
- Adopt legislative priorities for the 2023 session focused on improving the safety and economic stability of Billings.
- Create Council sub-committees to focus attention on state legislation and improve collaboration with Yellowstone County. 2022
- Improve the effectiveness of council work sessions, policy implementation and communications. 2022
- Digitize all essential records for proper storage and access by citizens and staff. 2022/2023
- Improve public engagement.
- Systematize a regular review of all ordinances by each department, on a schedule to be determined by administration. 2023
- Establish a City Charter Review Committee. 2022

City Council Regular

Date:	05/09/2022
Title:	Payment of Claims for week of April 5, 2022
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of $1,360,874.73 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 04042022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/04/2022	850997	360 Office Solution	Public Safety	$ 34.12	1143139-0 911/HIGHLIGHTERS, MAGIC TAPE
04/04/2022	850997	360 Office Solution	Public Safety	$ 9.33	1143139-1 911/ hightlighters
04/04/2022	850997	360 Office Solution	Public Safety	$ 321.35	1150755-0 911, EASELS
04/04/2022	850997	360 Office Solution	Public Safety	$ 210.25	1136760-0 - HP1010 TONER
04/04/2022	850997	360 Office Solution	Public Safety	$ 323.97	IN217195 - TK5242 TONER, YELLOW,MAGENTA, CYAN
04/04/2022	850997	360 Office Solution	Engineering	$ 6,062.61	Replacement copier
04/04/2022	851003	All Color Embroidery	General	$ 160.00	32490
04/04/2022	851003	All Color Embroidery	Public Safety	$ 1,310.00	31012
04/04/2022	851003	All Color Embroidery	Public Safety	$ 350.00	31798
04/04/2022	851003	All Color Embroidery	Public Safety	$ 30.00	32252
04/04/2022	851003	All Color Embroidery	Public Safety	$ 1,575.00	32525
04/04/2022	851006	Archie Cochrane	Fleet	$ 157.08	5410830 PO NUM 314165
04/04/2022	851006	Archie Cochrane	Fleet	$ 237.26	5410843 PO NUM 314165
04/04/2022	851006	Archie Cochrane	Fleet	$ 147.86	5411342 PO NUM 314165
04/04/2022	851006	Archie Cochrane	General	$ 103.78	5410540
04/04/2022	851006	Archie Cochrane	General	$ 413.64	5410712
04/04/2022	851006	Archie Cochrane	General	$ 89.62	5411459
04/04/2022	851006	Archie Cochrane	Public Safety	$ 86.82	5410575
04/04/2022	851006	Archie Cochrane	Public Safety	$ 98.55	5410779
04/04/2022	851006	Archie Cochrane	Public Safety	$ 162.14	5410829
04/04/2022	851006	Archie Cochrane	Public Safety	$ 106.72	5411045
04/04/2022	851006	Archie Cochrane	Public Safety	$ (0.30)	5411046
04/04/2022	851006	Archie Cochrane	Public Safety	$ 92.00	5411079
04/04/2022	851006	Archie Cochrane	Public Safety	$ 363.75	5411214
04/04/2022	851006	Archie Cochrane	Public Safety	$ 99.09	5411263
04/04/2022	851006	Archie Cochrane	Public Safety	$ 208.63	5411636
04/04/2022	851006	Archie Cochrane	Public Safety	$ 184.00	5411638
04/04/2022	851011	Brenntag Pacific	Wastewater	$ 7,112.19	Chemical supplies
04/04/2022	851017	Business Tax Section	Airport	$ 7,169.73	AIP-73 Terminal Expansion - Eligible for Reimbursement
04/04/2022	851017	Business Tax Section	Airport	$ 606.55	AIP-73 Terminal Expansion - Ineligible for Reimbursement
04/04/2022	851017	Business Tax Section	Tax Incrmnt S	$ 59.17	business tax on Jares Fence - amend park fence
04/04/2022	851031	Cubic Corp & Subsid	Transit	$ 4,000.00	Invoice #22-MET-03. UMO Cards-MET Incomm TP Regular
04/04/2022	851036	Desert Mt Corp	Street/Traffic	$ 4,809.40	ice slicer
04/04/2022	851038	DT Blgs Partners	Tax Incrmnt N27	$ 340.37	Sign Program; Global Village
04/04/2022	851038	DT Blgs Partners	Tax Incrmnt N27	$ 23,286.75	Urban Revitalization District Operating Agreement
04/04/2022	851052	Hach Company	Wastewater	$ 5,752.92	Cartridge

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/04/2022	851058	Impact Absorbents	Fleet	$ 1,211.87	81754
04/04/2022	851058	Impact Absorbents	Solid Waste	$ 2,423.73	81754
04/04/2022	851062	Jares Fence	Tax Incrmnt S	$ 5,857.83	install chain link fence at Amend park
04/04/2022	851064	Joe Johnson Equip	Fleet	$ 183.98	P40077 PO NUM 314179
04/04/2022	851064	Joe Johnson Equip	Street/Traffic	$ 2,613.99	P39991
04/04/2022	851064	Joe Johnson Equip	Street/Traffic	$ 999.20	P39998
04/04/2022	851065	JTLS Mechanical	Facilities	$ 6,452.38	Inv. 1679/1698/1701/1708/1670 Stillwater Building
04/04/2022	851078	Library Solutions	Library	$ 3,500.00	1977 Library Calendar annual subscription
04/04/2022	851089	Modern Machinery	Street/Traffic	$ 4,950.00	milling machine teeth for unit 1234
04/04/2022	851092	Morrison Maierle	Airport	$ 28,512.91	AIP-73 Terminal Expansion - Eligible for Reimbursement
04/04/2022	851092	Morrison Maierle	Airport	$ 2,412.16	AIP-73 Terminal Expansion - Ineligible for Reimbursement
04/04/2022	851094	Moulton Bellingham	General	$ 1,372.50	Houser WWFF
04/04/2022	851094	Moulton Bellingham	General	$ 1,125.00	Abromeit et al v. COB
04/04/2022	851094	Moulton Bellingham	General	$ 2,632.50	Heights Water Contract Dispute
04/04/2022	851094	Moulton Bellingham	General	$ 5,427.50	McDaniel v. COB
04/04/2022	851090	MT Dakota Utilities	Facilities	$ 1,920.69	130 733 1000 8
04/04/2022	851090	MT Dakota Utilities	Facilities	$ 5,382.41	757 633 1000 2
04/04/2022	851090	MT Dakota Utilities	Facilities	$ 750.11	989 733 1000 0
04/04/2022	851090	MT Dakota Utilities	Facilities	$ 1,499.59	993 733 1000 4
04/04/2022	851090	MT Dakota Utilities	General	$ 73.30	061 943 1000 6
04/04/2022	851090	MT Dakota Utilities	General	$ 556.70	571 295 3342 8
04/04/2022	851090	MT Dakota Utilities	General	$ 192.73	927 890 1000 3
04/04/2022	851090	MT Dakota Utilities	Park Dist 1	$ 140.24	371 101 1000 6
04/04/2022	851090	MT Dakota Utilities	Public Safety	$ 734.23	442 190 1000 4
04/04/2022	851090	MT Dakota Utilities	Solid Waste	$ 1,339.17	284 225 1320 1
04/04/2022	851090	MT Dakota Utilities	Solid Waste	$ 75.81	602 680 9335 2
04/04/2022	851090	MT Dakota Utilities	Solid Waste	$ 2,092.20	770 390 1000 2
04/04/2022	851090	MT Dakota Utilities	Wastewater	$ 354.22	310 490 1000 7
04/04/2022	851090	MT Dakota Utilities	Wastewater	$ 324.76	410 490 1000 6
04/04/2022	851090	MT Dakota Utilities	Wastewater	$ 145.15	868 563 1000 7
04/04/2022	851090	MT Dakota Utilities	Water	$ 420.45	010 490 1000 0
04/04/2022	851090	MT Dakota Utilities	Water	$ 92.85	110 490 1000 9
04/04/2022	851090	MT Dakota Utilities	Water	$ 413.67	209 077 5055 6
04/04/2022	851090	MT Dakota Utilities	Water	$ 578.73	210 490 1000 8
04/04/2022	851090	MT Dakota Utilities	Water	$ 1,062.65	310 490 1000 7
04/04/2022	851090	MT Dakota Utilities	Water	$ 974.28	410 490 1000 6

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/04/2022	851090	MT Dakota Utilities	Water	$ 5,503.55	500 490 1000 7
04/04/2022	851090	MT Dakota Utilities	Water	$ 167.33	510 490 1000 5
04/04/2022	851090	MT Dakota Utilities	Water	$ 143.64	527 033 1000 4
04/04/2022	851090	MT Dakota Utilities	Water	$ 175.82	566 923 1000 8
04/04/2022	851090	MT Dakota Utilities	Water	$ 82.83	600 490 1000 6
04/04/2022	851090	MT Dakota Utilities	Water	$ 82.82	600 490 1000 6
04/04/2022	851090	MT Dakota Utilities	Water	$ 151.26	610 490 1000 4
04/04/2022	851090	MT Dakota Utilities	Water	$ 123.31	666 923 1000 7
04/04/2022	851090	MT Dakota Utilities	Water	$ 527.93	700 490 1000 5
04/04/2022	851090	MT Dakota Utilities	Water	$ 87.49	800 490 1000 4
04/04/2022	851090	MT Dakota Utilities	Water	$ 161.42	832 001 1000 1
04/04/2022	851090	MT Dakota Utilities	Water	$ 847.04	900 490 1000 3
04/04/2022	851100	NorMont Equip	Street/Traffic	$ 3,148.41	telspar posts for sign installation
04/04/2022	851100	NorMont Equip	Street/Traffic	$ 361.90	shovels/rakes for asphalt
04/04/2022	851100	NorMont Equip	Street/Traffic	$ 475.00	rivets/flange bolt for signs
04/04/2022	851100	NorMont Equip	Street/Traffic	$ 4,220.78	telspar post/anchors for signs
04/04/2022	851100	NorMont Equip	Street/Traffic	$ 3,786.50	telspar/anchors for signs
04/04/2022	851102	North Ridge Fire Equip	Public Safety	$ 38.52	FREIGHT TO BILLINGS
04/04/2022	851102	North Ridge Fire Equip	Public Safety	$ 2,133.00	PANT - WILDLAND PPE
04/04/2022	851102	North Ridge Fire Equip	Public Safety	$ 1,305.00	SHIRT - WILDLAND PPE
04/04/2022	851103	NorthWestern Energy	Facilities	$ 88.40	3602453-7
04/04/2022	851103	NorthWestern Energy	Facilities	$ 1,707.71	3602454-5
04/04/2022	851103	NorthWestern Energy	General	$ 109.34	0712539-6
04/04/2022	851103	NorthWestern Energy	General	$ 180.09	0712683-2
04/04/2022	851103	NorthWestern Energy	General	$ 9.76	1635289-0
04/04/2022	851103	NorthWestern Energy	Library	$ 4,818.40	3039007-4 Library electricity March 2022
04/04/2022	851103	NorthWestern Energy	Park Dist 1	$ 6.00	0831702-6
04/04/2022	851103	NorthWestern Energy	Park Dist 1	$ 6.84	0920801-8
04/04/2022	851103	NorthWestern Energy	Park Dist 1	$ 29.58	1160780-1
04/04/2022	851103	NorthWestern Energy	Park Dist 1	$ 11.47	3020837-5
04/04/2022	851103	NorthWestern Energy	Parking	$ 957.58	0720829-1
04/04/2022	851103	NorthWestern Energy	Parking	$ 1,686.71	1569636-2
04/04/2022	851103	NorthWestern Energy	Parking	$ 2,041.36	3067416-2
04/04/2022	851103	NorthWestern Energy	Parking	$ 518.26	3279035-4
04/04/2022	851103	NorthWestern Energy	Parking	$ 133.87	3463478-2
04/04/2022	851103	NorthWestern Energy	Public Safety	$ 452.38	0712537-0

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04/04/2022	851103	NorthWestern Energy	Public Safety	$ 343.15	0720840-8
04/04/2022	851103	NorthWestern Energy	Public Safety	$ 279.73	1984150-1
04/04/2022	851103	NorthWestern Energy	Public Safety	$ 300.56	1984155-0
04/04/2022	851103	NorthWestern Energy	Public Safety	$ 1,889.40	FIRE 1: 0100476-1 - MONTHLY ELECTRIC SERVICES
04/04/2022	851103	NorthWestern Energy	Public Safety	$ 441.69	FIRE 6: 0100477-9 - MONTHLY ELECTRIC SERVICES
04/04/2022	851103	NorthWestern Energy	Transit	$ 24.05	0712764-0
04/04/2022	851103	NorthWestern Energy	Wastewater	$ -	0723383-6
04/04/2022	851103	NorthWestern Energy	Wastewater	$ 1,101.97	2132749-9
04/04/2022	851103	NorthWestern Energy	Water	$ 567.35	0100478-7
04/04/2022	851103	NorthWestern Energy	Water	$ 61.60	0722252-4
04/04/2022	851103	NorthWestern Energy	Water	$ 2,404.18	0723043-6
04/04/2022	851106	Peterson Office	Public Safety	$ 3,565.25	204173, 205174, 205175 & 205130. Office Chairs and Divider.
04/04/2022	851112	RDO Equipment	Airport	$ 8,500.00	Trencher Attachment for Skid Steer
04/04/2022	851116	Rexel USA	Water	$ 4,405.79	Weather-strip and transformer
04/04/2022	851120	Schultz	PD Program	$ 3,583.53	CAleb Schultz reimbursement for trip to PA for K9 training
04/04/2022	851121	Sletten Const	Airport	$ 709,803.29	AIP-73 Terminal Expansion - Eligible for Reimbursement
04/04/2022	851121	Sletten Const	Airport	$ 60,048.43	AIP-73 Terminal Expansion - Ineligible for Reimbursement
04/04/2022	851128	T W Enterprise	Facilities	$ 741.00	Quarterly Generator Service Maintenance at Police Evidence Facility
04/04/2022	851128	T W Enterprise	Facilities	$ 701.00	Quarterly Generator Service Maintenance at City Hall
04/04/2022	851128	T W Enterprise	Facilities	$ 303.75	Industrial Generator Repair at the Stillwater Building
04/04/2022	851128	T W Enterprise	Public Safety	$ 988.67	FIRE 4-standby generator ck, oil change, filter & 1hr load bank test.
04/04/2022	851128	T W Enterprise	Public Safety	$ 788.70	FIRE 6-standby generator ck, oil change, timer battery, 1hr load bank test
04/04/2022	851128	T W Enterprise	Public Safety	$ 981.74	FIRE 7-standby generator ck, oil change, filter, 1hr load bank test
04/04/2022	851131	TESSCO	Water	$ 1,209.91	Adapter and antenna
04/04/2022	851131	TESSCO	Water	$ 3,878.68	Electrical adapters, antennas
04/04/2022	851133	Town & Country Supply	Airport	$ 31,332.55	QTA Car Rental Fuel
04/04/2022	851133	Town & Country Supply	Fleet	$ 32,317.96	424323 PO NUM 314174
04/04/2022	851133	Town & Country Supply	Fleet	$ 29,572.87	424946 PO NUM 314163
04/04/2022	851133	Town & Country Supply	Public Safety	$ 1,672.20	424644 FIRE 5 - DIESEL DELIVERED 3/25/2022
04/04/2022	851133	Town & Country Supply	Public Safety	$ 1,230.74	424645 FIRE 3 - DIESEL DELIVERED 3/25/2022
04/04/2022	851133	Town & Country Supply	Public Safety	$ 1,783.68	424646 FIRE 1 - DIESEL DELIVERED 3/25/2022
04/04/2022	851133	Town & Country Supply	Public Safety	$ 1,615.84	424646 FIRE 1 - UNLEADED DELIVERED 3/25/2022
04/04/2022	851133	Town & Country Supply	Public Safety	$ 1,114.80	424647 FIRE 6 - DIESEL DELIVERED 3/25/2022
04/04/2022	851133	Town & Country Supply	Transit	$ 7,473.39	424917 PO NUM 314168. 2003 Gallons Unleaded
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 1,024.32	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 345.00	A1 Jds Lock - PCard

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04/04/2022	ACH	U.S. Bank PCards	Airport	$ 343.34	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 146.63	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 275.00	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 2,443.87	Amazon.Com*1W65K7Cc0 Amzn - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 59.50	Amzn Mktp Us*1I0Mr6Yf1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 174.60	Amzn Mktp Us*1I4Cp87I1 Am - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 79.96	Amzn Mktp Us*1I4Y318Q1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 6.99	Amzn Mktp Us*1I6Vb5N10 - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 169.99	Amzn Mktp Us*1I7Dp32O1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 144.89	Amzn Mktp Us*1N5250L71 - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 744.80	Amzn Mktp Us*1W4Ld0K52 - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 176.25	Archie Cochrane Ford - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 24.07	Bobcat Of Big Sky Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 800.02	Bobcat Of Big Sky Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 30.00	Culligan Billings - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 1,044.52	Cummins Inc - 38 - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 100.99	Dtv*Directv Service - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 104.54	Ecolab Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 184.33	Ecolab Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 122.03	Ecolab Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 115.61	Ecolab Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 43.20	Fisher'S Technology - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 65.49	Gih*Globalindustrialeq - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 262.94	Gih*Globalindustrialeq - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 170.02	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 70.70	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 161.79	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 58.56	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 52.58	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ (1,854.28)	Harold'S Upholstery - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 60.84	Hose & Rubber Supply - Bi - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 115.60	Hose & Rubber Supply - Bi - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 69.52	Hose & Rubber Supply - Bi - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 54.00	In *Cotter'S Sewer, Septi - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 438.00	Kb Commercial Products - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 305.32	Kb Commercial Products - PCard

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04/04/2022	ACH	U.S. Bank PCards	Airport	$ 190.39	Kb Commercial Products - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 238.96	Kb Commercial Products - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 118.00	Kb Commercial Products - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 123.96	Kb Commercial Products - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 55.20	Kb Commercial Products - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 1,345.45	Kb Commercial Products - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 442.17	Kimball Midwest Payeezy - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 44.97	Lockwood Ace Hardware - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 57.00	Lp Anderson - Point S, Dt - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 9.11	Midland Implement Co - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 2,382.37	Motor Power Equipment Co - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 150.98	Motor Power Equipment Co - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 147.98	Motor Power Equipment Co - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 277.86	Napa Store 3547001 - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 26.50	Napa Store 3547001 - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 25.00	National Registry Emt - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 25.00	National Registry Emt - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 25.00	National Registry Emt - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 128.80	Norco Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 311.71	Novavision Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 232.67	Npc*New Pig Corp - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 391.98	Office Depot #2135 - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 152.73	O'Reilly Auto Parts 1551 - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 689.90	Pzg**Mt Dept Environ Q - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 1,500.00	Pzg**Mt Dept Environ Q - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 97.01	Quadient Inc Oracle - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 259.20	Sams Club #4805 - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 745.00	Shepherd Stainless Incorp - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 59.97	Shiptons Big R Heights - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 27.96	Shipton'S Big R-East - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 109.99	Shipton'S Big R-East - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 35.00	Spic And Span - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 266.52	Tractor & Equipment - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 73.98	Tractor-Supply-Co #0303 - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 1,500.00	Transportation Security - PCard
04/04/2022	ACH	U.S. Bank PCards	Airport	$ 14.99	Zoom.Us 888-799-9666 - PCard

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04/04/2022	ACH	U.S. Bank PCards	Building	$ 69.30	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Building	$ 43.00	American Water Technol - PCard
04/04/2022	ACH	U.S. Bank PCards	Building	$ 7.99	Amzn Mktp Us*1I1Rf8Yb0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Building	$ 476.91	Amzn Mktp Us*1W02381C1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Building	$ 151.92	Amzn Mktp Us*1W55482C1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Building	$ 5.32	Costco Whse #0069 - PCard
04/04/2022	ACH	U.S. Bank PCards	Building	$ 95.00	Int'L Code Council Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Building	$ 241.00	Int'L Code Council Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Building	$ 71.80	Int'L Code Council Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Building	$ 308.44	Orleans Hotel & Casino - PCard
04/04/2022	ACH	U.S. Bank PCards	Building	$ 308.44	Orleans Hotel & Casino - PCard
04/04/2022	ACH	U.S. Bank PCards	Building	$ 304.44	Orleans Hotel & Casino - PCard
04/04/2022	ACH	U.S. Bank PCards	Building	$ 4.00	Orleans Hotel & Casino - PCard
04/04/2022	ACH	U.S. Bank PCards	Building	$ 10.11	Sams Club #4805 - PCard
04/04/2022	ACH	U.S. Bank PCards	CDBG	$ 11.98	Albertsons #0047 - PCard
04/04/2022	ACH	U.S. Bank PCards	CDBG	$ 40.43	Amazon.Com*1N0Uo5Kc1 Amzn - PCard
04/04/2022	ACH	U.S. Bank PCards	CDBG	$ 15.97	Amzn Mktp Us*1W09W7Y20 - PCard
04/04/2022	ACH	U.S. Bank PCards	CDBG	$ 51.48	Amzn Mktp Us*1Z7X91Qt1 - PCard
04/04/2022	ACH	U.S. Bank PCards	CDBG	$ 339.72	Best Western Premier Hel - PCard
04/04/2022	ACH	U.S. Bank PCards	CDBG	$ 453.12	Best Western Premier Hel - PCard
04/04/2022	ACH	U.S. Bank PCards	CDBG	$ 339.72	Best Western Premier Hel - PCard
04/04/2022	ACH	U.S. Bank PCards	CDBG	$ 339.72	Best Western Premier Hel - PCard
04/04/2022	ACH	U.S. Bank PCards	CDBG	$ 5.00	Broadwater Hot Springs - PCard
04/04/2022	ACH	U.S. Bank PCards	CDBG	$ 25.00	Broadwater Hot Springs - PCard
04/04/2022	ACH	U.S. Bank PCards	CDBG	$ 12.95	Canva* I03345-41686605 - PCard
04/04/2022	ACH	U.S. Bank PCards	CDBG	$ 3,452.40	Cncs - PCard
04/04/2022	ACH	U.S. Bank PCards	CDBG	$ 3,452.40	Cncs - PCard
04/04/2022	ACH	U.S. Bank PCards	CDBG	$ 24.57	Conoco - Wheat Montana Fa - PCard
04/04/2022	ACH	U.S. Bank PCards	CDBG	$ 35.06	Conoco - Wheat Montana Fa - PCard
04/04/2022	ACH	U.S. Bank PCards	CDBG	$ 296.22	Fisher'S Technology - PCard
04/04/2022	ACH	U.S. Bank PCards	CDBG	$ 750.00	National Service Gear - PCard
04/04/2022	ACH	U.S. Bank PCards	CDBG	$ 15.49	Perkins 3696 Olo - PCard
04/04/2022	ACH	U.S. Bank PCards	CDBG	$ 50.00	Tst* Broadwater Hot Sprin - PCard
04/04/2022	ACH	U.S. Bank PCards	CDBG	$ 80.40	Tst* The Springs At The B - PCard
04/04/2022	ACH	U.S. Bank PCards	Central Services	$ 173.36	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Central Services	$ 86.68	360 Office Solutions Inc - PCard

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04/04/2022	ACH	U.S. Bank PCards	Central Services	$ 882.82	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Court Grants	$ 45.00	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Court Grants	$ 45.00	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Court Grants	$ 891.17	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Court Grants	$ 90.00	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Court Grants	$ 14.99	Adobe Pdf Pack Subs - PCard
04/04/2022	ACH	U.S. Bank PCards	Court Grants	$ 75.00	Albertsons #4041 - PCard
04/04/2022	ACH	U.S. Bank PCards	Court Grants	$ 16.71	Albertsons #4041 - PCard
04/04/2022	ACH	U.S. Bank PCards	Court Grants	$ 31.44	Albertsons #4041 - PCard
04/04/2022	ACH	U.S. Bank PCards	Court Grants	$ 50.00	Albertsons #4041 - PCard
04/04/2022	ACH	U.S. Bank PCards	Court Grants	$ 126.89	Amazon.Com*1W4A774M0 Amzn - PCard
04/04/2022	ACH	U.S. Bank PCards	Court Grants	$ 230.00	Billings Ink And Toner, I - PCard
04/04/2022	ACH	U.S. Bank PCards	Court Grants	$ 377.00	Billings Ink And Toner, I - PCard
04/04/2022	ACH	U.S. Bank PCards	Court Grants	$ 173.00	Billings Ink And Toner, I - PCard
04/04/2022	ACH	U.S. Bank PCards	Court Grants	$ 25.00	Dollar Tree - PCard
04/04/2022	ACH	U.S. Bank PCards	Court Grants	$ 7.98	Heights Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Court Grants	$ 245.38	Ultra Graphics, Llc - PCard
04/04/2022	ACH	U.S. Bank PCards	Court Grants	$ 135.00	Yellowstone Coffee & Can - PCard
04/04/2022	ACH	U.S. Bank PCards	Court Grants	$ 13.00	Yellowstone Coffee & Can - PCard
04/04/2022	ACH	U.S. Bank PCards	Court Grants	$ 4.50	Yellowstone Coffee & Can - PCard
04/04/2022	ACH	U.S. Bank PCards	Court Grants	$ 15.55	Zoom.Us 888-799-9666 - PCard
04/04/2022	ACH	U.S. Bank PCards	Court Grants	$ 15.55	Zoom.Us 888-799-9666 - PCard
04/04/2022	ACH	U.S. Bank PCards	Court Grants	$ 49.00	Zoom.Us 888-799-9666 - PCard
04/04/2022	ACH	U.S. Bank PCards	Engineering	$ 63.80	4Te*Fps/Mountain Alarm - PCard
04/04/2022	ACH	U.S. Bank PCards	Engineering	$ 49.50	4Te*Fps/Mountain Alarm - PCard
04/04/2022	ACH	U.S. Bank PCards	Engineering	$ 275.00	American Public Works - PCard
04/04/2022	ACH	U.S. Bank PCards	Engineering	$ 275.00	American Public Works - PCard
04/04/2022	ACH	U.S. Bank PCards	Engineering	$ 275.00	American Public Works - PCard
04/04/2022	ACH	U.S. Bank PCards	Engineering	$ 63.18	Costco Whse #0069 - PCard
04/04/2022	ACH	U.S. Bank PCards	Engineering	$ 6.05	Fisher'S Technology - PCard
04/04/2022	ACH	U.S. Bank PCards	Engineering	$ 317.04	Holiday Inn Downtown Mis - PCard
04/04/2022	ACH	U.S. Bank PCards	Engineering	$ 283.25	Mt Rural Water System Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Engineering	$ 288.15	Red Lion Inns Hotel Po - PCard
04/04/2022	ACH	U.S. Bank PCards	Engineering	$ 288.15	Red Lion Inns Hotel Po - PCard
04/04/2022	ACH	U.S. Bank PCards	Engineering	$ 288.15	Red Lion Inns Hotel Po - PCard
04/04/2022	ACH	U.S. Bank PCards	Engineering	$ 15.55	Zoom.Us 888-799-9666 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/04/2022	ACH	U.S. Bank PCards	EOC 911	$ 439.00	Apco International Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	EOC 911	$ 55.00	National Academies Of Eme - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 12.50	4Te*Fps/Mountain Alarm - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 12.50	4Te*Fps/Mountain Alarm - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 75.00	4Te*Fps/Mountain Alarm - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 935.00	Action Electric - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 436.30	Air Controls-Billings - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 427.50	Air Controls-Billings - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 237.50	Air Controls-Billings - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 193.60	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 144.45	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 99.00	Cbi*Draftsight - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 151.20	Ecolab Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 172.62	Edge Construction Supp - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 179.00	Jares Fence Company Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 31.60	Montana Broom & Brush Co1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 188.00	Pp*Mcwholesale - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 320.00	Snow Crest Chemicals - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 101.26	Sq *Koinonia Laundry - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 220.75	Sq *Koinonia Laundry - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 480.00	Sq *Skyline Services, Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 120.00	Sq *Skyline Services, Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 2,279.48	State Chemic*State Che - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 18.00	West End Lock And Secur - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 269.00	West End Lock And Secur - PCard
04/04/2022	ACH	U.S. Bank PCards	Facilities	$ 626.00	West End Lock And Secur - PCard
04/04/2022	ACH	U.S. Bank PCards	Fire Grants	$ 211.36	Hilton Garden Inn - PCard
04/04/2022	ACH	U.S. Bank PCards	Fleet	$ 179.99	Amzn Mktp Us*1I15F4C62 - PCard
04/04/2022	ACH	U.S. Bank PCards	Fleet	$ 225.60	Delta Air 0067719053593 - PCard
04/04/2022	ACH	U.S. Bank PCards	Fleet	$ 225.60	Delta Air 0067719053594 - PCard
04/04/2022	ACH	U.S. Bank PCards	Fleet	$ 11.11	Expedia 72258979483437 - PCard
04/04/2022	ACH	U.S. Bank PCards	Fleet	$ 94.22	Expedia 72258979483437 - PCard
04/04/2022	ACH	U.S. Bank PCards	Fleet	$ 66.67	Golden Nugget Hotel Lv - PCard
04/04/2022	ACH	U.S. Bank PCards	Fleet	$ 66.67	Golden Nugget Hotel Lv - PCard
04/04/2022	ACH	U.S. Bank PCards	Fleet	$ 450.00	Noregon Systems - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/04/2022	ACH	U.S. Bank PCards	Fleet	$ 486.00	Oil Price Info Serv - PCard
04/04/2022	ACH	U.S. Bank PCards	Fleet	$ 418.60	United 0167719047868 - PCard
04/04/2022	ACH	U.S. Bank PCards	Fleet	$ 418.60	United 0167719047869 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 20.68	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 237.73	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 112.32	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 13.19	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 123.30	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 79.54	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 137.97	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 440.16	4Imprint, Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 14.99	Adobe *800-833-6687 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 52.99	Adobe Creative Cloud - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 52.99	Adobe Creative Cloud - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 52.99	Adobe Creative Cloud - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 58.42	Adobe Creative Cloud - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 52.99	Adobe Creative Cloud - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 129.00	Aea Online Course-Ed - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 209.00	Aea Online Course-Ed - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 14.12	Albertsons #0038 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 55.24	Albertsons #0630 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 36.19	Albertsons #1227 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 38.38	Albertsons #1227 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 9.98	Albertsons #4025 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 20.72	Albertsons #4025 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 2.79	Albertsons #4025 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 19.12	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 11.43	Amazon.Com*1W3Iw1Mx2 Amzn - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 14.98	Amazon.Com*1W98Z3R31 Amzn - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 14.61	Amazon.Com*1Z6Pj95N1 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 291.50	Amazon.Com*1Z8R484V1 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 25.00	Amer Assoc Notaries - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 4.99	Ampd Resistance - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 429.26	Amzn Mktp Us*1B5T17W80 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 14.99	Amzn Mktp Us*1I0Ak5Jo0 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 7.99	Amzn Mktp Us*1I1Rf8Yb0 - PCard

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04/04/2022	ACH	U.S. Bank PCards	General	$ 41.44	Amzn Mktp Us*1I4Vm62K2 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 11.84	Amzn Mktp Us*1N0Bm7561 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 11.84	Amzn Mktp Us*1N0Bm7561 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 21.99	Amzn Mktp Us*1N5Mk8E21 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 362.31	Amzn Mktp Us*1W1Jq52U1 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 259.87	Amzn Mktp Us*1W3Nv66F0 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 42.02	Amzn Mktp Us*1W3Z545B2 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 144.96	Amzn Mktp Us*1W5H669Q2 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 25.77	Amzn Mktp Us*1W9Gn8D12 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 87.32	Amzn Mktp Us*1W9Ne3Tr2 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 72.99	Amzn Mktp Us*1W9Qj9El2 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 49.04	Amzn Mktp Us*1Z0Tr8Ej0 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 205.00	Amzn Mktp Us*1Z1O43C01 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 194.24	Amzn Mktp Us*1Z1Ub9Wy0 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 41.31	Amzn Mktp Us*1Z2Ae81F0 Am - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 20.98	Amzn Mktp Us*1Z2Th1Jh0 Am - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 139.99	Amzn Mktp Us*1Z6B42011 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 124.00	Amzn Mktp Us*1Z8H110A1 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 91.51	Awg 3575 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 26.80	Awg 3575 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 37.98	Bestbuycom806623968520 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 20.95	Bettymills.Com - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 53.25	Bin 119 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 209.99	Buddy Punch - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 21.75	Cke*Outpost Deli Choteau - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 100.00	Conoco - Migi Mart - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 84.01	Conoco - Migi Mart - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 1,177.50	Cool River Roasting - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 5.33	Costco Whse #0069 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 35.50	Costco Whse #0069 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 999.00	Desert Mtn Broadcasting - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 61.50	Dollar Tree - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 48.00	Excel Micro - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 116.13	Fisher'S Technology - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 112.71	Fisher'S Technology - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 221.82	Fisher'S Technology - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/04/2022	ACH	U.S. Bank PCards	General	$ 399.00	Fsg Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 840.00	Government Finance Offic - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 46.63	Harold'S Upholstery - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 19.97	Heights Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 22.75	Heights Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 7.99	Heights Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 42.00	Hose & Rubber Supply - Bi - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 13.58	Hose & Rubber Supply - Bi - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 89.25	Issa Intl Sports Scien - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 61.75	Jakes And Jakes Saloon - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 170.10	Jersey Mikes Online Orde - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 949.00	Juli Pierce Law Pllc - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 380.48	Kb Commercial Products - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 330.34	Kelley Connect - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 14.99	Kettlebell Ampd - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 5.99	Kettlebell Ampd Unplug - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 15.53	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 7.96	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 9.99	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 16.68	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 17.08	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 193.50	Meadow Green Sales - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 96.00	Meadow Green Sales - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 46.00	Meadow Green Sales - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 179.70	Midland Implement Co - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 25.00	Montana Secretary State - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 415.00	Msu-Bz-Ext-Localgov - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 35.00	Msu-Bz-Ext-Localgov - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 40.00	Mtleague - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 40.00	Mtleague - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 127.78	National Academy Of Spor - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 249.00	National Business Inst. - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 60.00	Nchec - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 354.00	Neta - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 153.00	Nna Services Llc - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 115.29	Office Depot #1080 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/04/2022	ACH	U.S. Bank PCards	General	$ 46.98	Office Depot #2135 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 62.60	Office Depot #2135 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 106.43	Pacific Steel Branch #02 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 50.65	Paypal *Packpapat - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 311.98	Peopleready - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 15.00	Pepsicola Bottling Compan - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 89.50	Pita Pit - 14-025-Mt E - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 24.99	Pound Fitness - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 63.66	Roadhouse Diner - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 10.11	Sams Club #4805 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 65.00	Smk*Surveymonkey.Com - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 79.99	Spectrum - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 101.00	Spirit Airl 4870296406100 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 209.36	Stage Stop Inn - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 209.36	Stage Stop Inn - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 209.36	Stage Stop Inn - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 66.70	Stellas Kitchen & Bakery - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 71.95	Target 00001719 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 240.38	Target 00013334 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 37.98	Target 00013334 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 20.00	Textmagic.Com - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 274.00	The Seminar Group - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 1,638.81	Thomson West*Tcd - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 662.81	Thomson West*Tcd - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 169.00	Ticketleap Mtrpa Confe - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 169.00	Ticketleap Mtrpa Confe - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 169.00	Ticketleap Mtrpa Confe - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 169.00	Ticketleap Mtrpa Confe - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 169.00	Ticketleap Mtrpa Confe - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 169.00	Ticketleap Mtrpa Confe - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 66.50	Tire Rama 101 Bc - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 56.94	Tst* Tracys Diner - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 80.00	Uberbrew - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 15.99	Udemy: Online Courses - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 71.95	Udemy: Online Courses - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 22.99	Vistaprint - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/04/2022	ACH	U.S. Bank PCards	General	$ 46.00	Vistaprint - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 51.79	Wal-Mart #1956 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 160.68	Wal-Mart #2923 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 35.42	Wal-Mart #2923 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 79.75	Wheniwork.Com - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 22.87	Wm Supercenter #2923 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 148.69	Wm Supercenter #2923 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 341.10	Yourmember-Careers - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 129.00	Yourockfitn - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 79.00	Yourockfitn - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 129.00	Yourockfitn - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 16.00	Zeecreativeinc - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 17.80	Zoom.Us 888-799-9666 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 15.55	Zoom.Us 888-799-9666 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 15.55	Zoom.Us 888-799-9666 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 44.97	Zoom.Us 888-799-9666 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 57.05	Zoom.Us 888-799-9666 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 15.55	Zoom.Us 888-799-9666 - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 161.25	Zumba Fitness - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 68.40	Zumba Fitness - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 172.50	Zumba Fitness - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 56.88	Zumba Fitness - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 162.50	Zumba Fitness - PCard
04/04/2022	ACH	U.S. Bank PCards	General	$ 35.00	Zumbini - PCard
04/04/2022	ACH	U.S. Bank PCards	IT Resources	$ 85.90	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	IT Resources	$ 34.50	4Te*Fps/Mountain Alarm - PCard
04/04/2022	ACH	U.S. Bank PCards	IT Resources	$ 31.47	Amzn Mktp Us*1N0Nc57O1 - PCard
04/04/2022	ACH	U.S. Bank PCards	IT Resources	$ 44.95	Amzn Mktp Us*1W48V8Ww0 - PCard
04/04/2022	ACH	U.S. Bank PCards	IT Resources	$ 39.95	Amzn Mktp Us*1Z3Fz64W0 - PCard
04/04/2022	ACH	U.S. Bank PCards	IT Resources	$ 124.99	Gamersnexus.Net - PCard
04/04/2022	ACH	U.S. Bank PCards	IT Resources	$ 305.00	Magip - PCard
04/04/2022	ACH	U.S. Bank PCards	IT Resources	$ 3,000.00	Safedns.Com - PCard
04/04/2022	ACH	U.S. Bank PCards	Legal Grants	$ 220.41	American Air0012413565787 - PCard
04/04/2022	ACH	U.S. Bank PCards	Legal Grants	$ 3,325.00	Conferencec - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 216.70	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 1,208.93	360 Office Solutions Inc - PCard

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04/04/2022	ACH	U.S. Bank PCards	Library	$ 82.50	4Te*Fps/Mountain Alarm - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 101.00	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ (13.24)	Amazon.Com Amzn.Com/Bill - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 50.97	Amazon.Com*1B27F5Uf2 Amzn - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 25.61	Amazon.Com*1B3Zl22R2 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 18.27	Amazon.Com*1I1450Rq0 Amzn - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 31.98	Amazon.Com*1I4338Wd0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 47.07	Amazon.Com*1I79362A1 Amzn - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 15.82	Amazon.Com*1N2Sx7Tv0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 17.00	Amazon.Com*1N8Ze36X1 Amzn - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 12.49	Amazon.Com*1N9Xn15P1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 31.54	Amazon.Com*1W1055Xa0 Amzn - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 28.53	Amazon.Com*1W54D9Mt0 Amzn - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 58.41	Amazon.Com*1W7Gh89F0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 65.00	Amazon.Com*1Z20J7Yb2 Amzn - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 16.99	Amazon.Com*1Z2M64Bf1 Amzn - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 34.90	Amazon.Com*1Z3Av4Mt0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 13.99	Amazon.Com*1Z53X1Io2 Amzn - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 16.99	Amazon.Com*1Z5Mn5Ef0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 20.00	Amazon.Com*1Z69S3Ux2 Amzn - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 10.95	Amazon.Com*1Z9Og67E2 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 22.61	Amzn Mktp Us*1B1Oy7Ik0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 10.47	Amzn Mktp Us*1I1460Ys1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 11.18	Amzn Mktp Us*1I39L6Pw2 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 11.79	Amzn Mktp Us*1I3R647H2 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 22.98	Amzn Mktp Us*1I3R647H2 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 12.98	Amzn Mktp Us*1I3Z35P52 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 79.96	Amzn Mktp Us*1I3Zs8Pm1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 59.75	Amzn Mktp Us*1I9Bm1Io0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 37.45	Amzn Mktp Us*1N5Ki9Qd1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 25.86	Amzn Mktp Us*1N8Sc0521 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 3.47	Amzn Mktp Us*1W04W46W1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 9.09	Amzn Mktp Us*1W0D21X71 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 21.31	Amzn Mktp Us*1W3Iu0S92 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 9.10	Amzn Mktp Us*1W5G334N1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 24.40	Amzn Mktp Us*1W7Uo8Ou2 - PCard

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04/04/2022	ACH	U.S. Bank PCards	Library	$ 53.69	Amzn Mktp Us*1Z0Tu2Gw0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 17.89	Amzn Mktp Us*1Z15F4Qs1 Am - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 107.97	Amzn Mktp Us*1Z24E8Nb2 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 26.95	Amzn Mktp Us*1Z2Du61S2 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 46.47	Amzn Mktp Us*1Z2Vo9Rp1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 38.99	Amzn Mktp Us*1Z4Rz2Qr1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 33.69	Amzn Mktp Us*1Z5W600Y2 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 19.95	Amzn Mktp Us*1Z6Yb4S91 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 13.72	Amzn Mktp Us*1Z8Cp6Bf1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 162.15	Amzn Mktp Us*1Z8Ke0P71 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 42.98	Amzn Mktp Us*1Z9Dm9Lz1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 15.98	Amzn Mktp Us*1Z9Mh52K1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 69.93	Amzn Mktp Us*1Z9Yr5Xu0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 23.98	Barnes&Noble.Com - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 39.99	Barnes&Noble.Com - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 485.89	Best Buy 00005926 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 51.20	Billings Hardware & Servi - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 30.49	Billings Hardware & Servi - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 27.77	Billings Hardware & Servi - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 91.45	Book Outlet - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 195.54	Cavendishsq - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 195.54	Cavendishsq - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 63.96	Cengage Gale - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 63.75	Dollar Tree - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 30.00	Dollar Tree - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 69.47	Econo Print - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 525.00	Educate Llp - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 19.95	Etsy.Com - Jlasportsdesi - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 35.00	Facebk *3Epx3A3Kb2 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 35.00	Facebk *A7Wqla3Jb2 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 20.73	Facebk *Rv4Vba3Jb2 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 140.97	Gamestop #1095 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 142.50	Gih*Globalindustrialeq - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 619.93	Hobby Lobby Ecomm - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 1,100.24	Janway Company - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 1,315.02	Kb Commercial Products - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/04/2022	ACH	U.S. Bank PCards	Library	$ 9.99	Microsoft*Console 1 Month - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 120.00	Ntl Cntr For Safety - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 56.00	Perch - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 154.89	Pizza Hut #1706 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 7.48	Samsclub #4805 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 52.00	Sq *Yellowstone County Ne - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 52.00	Sq *Yellowstone County Ne - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 125.00	Tfd Supplies - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 810.73	Vernon Library Supplies - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 28.20	Wal-Mart #2923 - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 14.03	Walmart.Com Aa - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 8.89	Walmart.Com Aa - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 62.73	Walmart.Com Aa - PCard
04/04/2022	ACH	U.S. Bank PCards	Library	$ 174.00	Zeecreativeinc - PCard
04/04/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 93.27	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 87.64	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 10.00	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 478.91	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 20.89	Amzn Mktp Us*1W1Ge6Sc1 - PCard
04/04/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 79.00	B2B Prime*1I4Q55D51 - PCard
04/04/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 19.99	Billingsgazettethriftynck - PCard
04/04/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 1,350.00	Cool River Roasting - PCard
04/04/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 63.00	Elkay - PCard
04/04/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 295.00	Montanasocietyofcertified - PCard
04/04/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 39.99	Office Depot #2135 - PCard
04/04/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 15.55	Zoom.Us 888-799-9666 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 1,500.00	4Imprint, Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 203.37	A & I Distributors - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 39.00	A And H Turf And Specialt - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 220.00	A And H Turf And Specialt - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 52.99	Adobe Creative Cloud - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 29.99	Adobe Stock - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 16.48	Albertsons #4041 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 12.20	Amzn Mktp Us*1N0Bm7561 - PCard

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04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 21.98	Autozone #3772 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 93.69	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 26.81	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 181.70	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 1.46	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 100.88	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 50.62	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 118.46	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 25.77	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 367.06	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 51.76	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 39.99	Billings Hardware & Servi - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 325.94	Border States Industries - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 275.82	Border States Industries - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 8.60	Carquest 3104 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 36.10	Costco Whse #0069 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 1.25	Dollar Tree - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 204.00	Dxp Enterprises - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 26.99	Evergreen Ace Hardware - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 9.99	Evergreen Ace Hardware - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 71.67	Exxonmobil 45972171 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 35.17	Exxonmobil 48084248 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 109.98	Famousfootwear#2195 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 45.00	Firemaster - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 112.71	Fisher'S Technology - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 18.90	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 17.82	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 35.10	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 242.75	Graybar Electric - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 178.86	Hanson Chemical - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 35.97	Harbor Freight Tools 207 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 42.98	Harbor Freight Tools 207 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 79.92	Harbor Freight Tools 207 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 14.99	Heights Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 72.50	Industrial Sales And Se - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 199.00	Industrial Sales And Se - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 448.00	Industrial Sales And Se - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 36.20	Industrial Sales And Se - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 9.99	Interstate All Battery - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 99.95	Interstate Battery Of The - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 115.00	Jimmy Johns - 1646 - E - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 44.99	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 8.95	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 12.99	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 1.99	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 29.99	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 342.99	Lisacs Billingstire Sp - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 39.94	Lowes #00319* - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 63.72	Lowes #00319* - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 49.92	Lowes #00319* - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 14.98	Lowes #00319* - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 24.98	Lowes #00319* - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 103.94	Lowes #00319* - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 80.57	Midland Implement Co - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 35.00	Midland Implement Co - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 664.05	Midland Implement Co - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 146.01	Midland Implement Co - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 294.58	Midland Implement Co - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 2,046.81	Midland Implement Co - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 16.08	Midland Implement Co - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 30.88	Midland Implement Co - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 727.28	Midland Implement Co - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 420.41	Midland Implement Co - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 17.83	Napa Store 3547001 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 15.48	Napa Store 3547001 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 63.54	Napa Store 3547001 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 9.21	Napa Store 3547001 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 47.80	Napa Store 3547001 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 21.99	Napa Store 3547007 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 480.20	Nutrien Ag Solution 6543 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 139.00	Pacific Steel Branch #02 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 56.24	Pilot_00684 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 217.80	Ramkota Hotel And Confere - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 217.80	Ramkota Hotel And Confere - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 217.80	Ramkota Hotel And Confere - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 108.90	Ramkota Hotel And Confere - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 108.90	Ramkota Hotel And Confere - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 108.90	Ramkota Hotel And Confere - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 19.98	Reese & Ray'S Iga P - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 204.90	Sherrilltree - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 63.73	Sherwin Williams 703429 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 89.90	Shipton'S Big R-West - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 22.97	Shipton'S Big R-West - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 4.99	Shipton'S Big R-West - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 49.97	Shipton'S Big R-West - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 70.00	Snappyduds - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 117.00	Snappyduds - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 65.88	Snappyduds - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 80.00	Spencer Fluid Power Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 301.35	Sq *Hotsy Wy-Mont - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 11.00	Staley S Tire And Automot - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 194.25	Tents For Events And More - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 184.53	The Home Depot #3101 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 11.91	The Home Depot #3101 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 26.04	The Home Depot #3101 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 23.94	The Home Depot #3101 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 54.95	The Home Depot #3101 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 44.98	The Home Depot #3101 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 169.00	Ticketleap Mtrpa Confe - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 97.03	Tire Rama 105 It - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 99.95	Tire Rama 105 It - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 220.00	Torgersons Billings - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 39.98	Tractor-Supply-Co #0303 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 23.20	Usps Po 2907820108 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 269.96	Vermeer Rocky Mountian In - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 77.54	Wall'S Enterprises #0001 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 6.40	Wal-Mart #1956 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 59.94	Wal-Mart #1956 - PCard

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04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 4.44	Wal-Mart #4412 - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 115.00	West End Lock And Secur - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 318.98	Western Ranch Supply - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 180.90	Womack Machine Supply Co - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 117.39	Yellowstone Polaris - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 19.00	Yellowstone Valley Elect - PCard
04/04/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 14.99	Zoom.Us 888-799-9666 - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ (17.40)	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 3.14	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 108.51	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 142.02	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 24.65	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 37.50	4Te*Fps/Mountain Alarm - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 75.00	4Te*Fps/Mountain Alarm - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 75.00	4Te*Fps/Mountain Alarm - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 589.15	Air Controls-Billings - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 190.95	Air Controls-Billings - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 20.74	Amzn Mktp Us*1I5Fe0852 - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 233.41	Billings Construction Sup - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 233.41	Billings Construction Sup - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ (6.70)	Carquest 3103 - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 100.49	Carquest 3103 - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 1.00	Co Billings Park3 - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 7.99	Costco Whse #0069 - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 14.88	Costco Whse #0069 - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 65.00	Creative Monograms Smb - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 108.00	Dpt Client Pmts - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 57.79	Fedex 98861604 - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 695.00	In *International Parking - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 19.98	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 9.99	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 51.49	Office Depot #2135 - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 23.99	Office Depot #2135 - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 85.28	Office Depot #450 - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 210.00	Sq *Skyline Services, Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 270.00	Sq *Skyline Services, Inc - PCard

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04/04/2022	ACH	U.S. Bank PCards	Parking	$ 60.00	Sq *Skyline Services, Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 97.50	Val'S Hydraulic Jack - PCard
04/04/2022	ACH	U.S. Bank PCards	Parking	$ 356.00	West End Lock And Secur - PCard
04/04/2022	ACH	U.S. Bank PCards	Parks Maint	$ 18.46	Harbor Freight Tools 207 - PCard
04/04/2022	ACH	U.S. Bank PCards	Parks Maint	$ (58.52)	Northwest Pipe Fittings - PCard
04/04/2022	ACH	U.S. Bank PCards	Parks Maint	$ 19.56	Yellowstone Valley Elect - PCard
04/04/2022	ACH	U.S. Bank PCards	Parks Maint	$ 61.45	Yellowstone Valley Elect - PCard
04/04/2022	ACH	U.S. Bank PCards	Parks Maint	$ 40.24	Yellowstone Valley Elect - PCard
04/04/2022	ACH	U.S. Bank PCards	Parks Maint	$ 375.64	Yellowstone Valley Elect - PCard
04/04/2022	ACH	U.S. Bank PCards	Parks Maint	$ 20.24	Yellowstone Valley Elect - PCard
04/04/2022	ACH	U.S. Bank PCards	Parks Maint	$ 49.43	Yellowstone Valley Elect - PCard
04/04/2022	ACH	U.S. Bank PCards	PD Program	$ 751.26	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	PD Program	$ 44.22	Amzn Mktp Us*1I38L5Ug2 Am - PCard
04/04/2022	ACH	U.S. Bank PCards	PD Program	$ 16.99	Amzn Mktp Us*1W7T57Rg1 - PCard
04/04/2022	ACH	U.S. Bank PCards	PD Program	$ 565.00	Covert Track Group Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	PD Program	$ 33.36	Econo Print - PCard
04/04/2022	ACH	U.S. Bank PCards	PD Program	$ 38.50	Il Tollway-Web - PCard
04/04/2022	ACH	U.S. Bank PCards	PD Program	$ 222.00	Moore Lane Vh - PCard
04/04/2022	ACH	U.S. Bank PCards	Phone System	$ 36.98	Amzn Mktp Us*1I7S39G00 - PCard
04/04/2022	ACH	U.S. Bank PCards	Phone System	$ 39.98	Amzn Mktp Us*1N8Up1Sy1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Phone System	$ 15.32	Amzn Mktp Us*1Z82B0Aa1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Phone System	$ 29.95	Dri*Tenorshare Co., Ltd. - PCard
04/04/2022	ACH	U.S. Bank PCards	Phone System	$ 35.99	Paddle.Net* Imobie Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Planning	$ 14.99	Adobe Acropro Subs - PCard
04/04/2022	ACH	U.S. Bank PCards	Planning	$ 10.12	Amazon.Com*1I2Ax9Jg0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Planning	$ 55.96	Amazon.Com*1W7Id2Yr0 Amzn - PCard
04/04/2022	ACH	U.S. Bank PCards	Planning	$ 35.00	American Water Technol - PCard
04/04/2022	ACH	U.S. Bank PCards	Planning	$ 7.99	Amzn Mktp Us*1I1Rf8Yb0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Planning	$ 96.00	Amzn Mktp Us*1W9Bf11B0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Planning	$ (50.00)	City Of Billings Finance - PCard
04/04/2022	ACH	U.S. Bank PCards	Planning	$ 32.98	Costco Whse #0069 - PCard
04/04/2022	ACH	U.S. Bank PCards	Planning	$ 5.33	Costco Whse #0069 - PCard
04/04/2022	ACH	U.S. Bank PCards	Planning	$ 35.99	Costco Whse #0069 - PCard
04/04/2022	ACH	U.S. Bank PCards	Planning	$ 150.00	In *Downtown Billings Ass - PCard
04/04/2022	ACH	U.S. Bank PCards	Planning	$ 65.00	Montana Association Of Pl - PCard
04/04/2022	ACH	U.S. Bank PCards	Planning	$ 2.99	Prime Video*1W1Rw8Av2 - PCard

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04/04/2022	ACH	U.S. Bank PCards	Planning	$ 21.66	Sams Club #4805 - PCard
04/04/2022	ACH	U.S. Bank PCards	Planning	$ 32.00	The Rubber Stamp Shop, - PCard
04/04/2022	ACH	U.S. Bank PCards	Planning	$ 16.00	The Rubber Stamp Shop, - PCard
04/04/2022	ACH	U.S. Bank PCards	Planning	$ 129.00	Venngage.Com - PCard
04/04/2022	ACH	U.S. Bank PCards	Planning	$ 14.95	Wix.Com, Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Planning	$ 15.55	Zoom.Us 888-799-9666 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 62.92	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 709.00	4Te*Fps/Mountain Alarm - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 190.00	Air Controls-Billings - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,725.46	Airbnb Hm2Dwek9Yh - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 27.30	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 26.10	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 26.10	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 39.15	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 39.15	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 85.73	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 26.10	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 26.10	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 276.99	Amazon.Com*1I9317Kh2 Amzn - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 147.24	Amazon.Com*1N4991Eo1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 221.07	Amazon.Com*1N4991Eo1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 10.41	Amazon.Com*1W0Jf5Pr2 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 35.14	Amazon.Com*1W23O34L0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 699.98	Amazon.Com*1Z1G77Im0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 54.95	Amazon.Com*1Z36B0Pn0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 11.97	Amazon.Com*1Z9Tp3Fx0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ (35.79)	Amzn Mktp Us - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ (87.16)	Amzn Mktp Us - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ (65.37)	Amzn Mktp Us - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 96.00	Amzn Mktp Us*1B5Lx4R80 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 23.81	Amzn Mktp Us*1B5Lx4R80 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 929.35	Amzn Mktp Us*1I3Ne15Y2 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 35.79	Amzn Mktp Us*1I3Yn9U12 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 39.02	Amzn Mktp Us*1I92Z86Q2 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 13.75	Amzn Mktp Us*1I9Mj9Ub1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 166.43	Amzn Mktp Us*1I9Mj9Ub1 - PCard

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04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 125.96	Amzn Mktp Us*1N7Cp9Gg1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 155.76	Amzn Mktp Us*1W0G99241 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 323.66	Amzn Mktp Us*1W2X42Ww1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 37.99	Amzn Mktp Us*1W4Hd6Fa0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 18.98	Amzn Mktp Us*1W6Iz0Yo0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 7.88	Amzn Mktp Us*1W78O7Fe0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 30.91	Amzn Mktp Us*1W7Ie7N30 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 174.01	Amzn Mktp Us*1Z0D03Fy0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 104.94	Amzn Mktp Us*1Z5U48Zw1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 195.93	Amzn Mktp Us*1Z7A230U1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 19.99	Amzn Mktp Us*1Z7Mt1Mm0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 9.99	Apple.Com/Bill - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 529.57	B&H Photo 800-606-6969 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 211.92	B&H Photo 800-606-6969 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 999.95	B&H Photo 800-606-6969 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 25.98	Best Buy 00005926 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 313.80	Best Western Plus Gran - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 329.99	Bestbuycom806624729327 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 270.00	Billings Ink And Toner, I - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 19.99	Billingsgazettethriftynck - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 179.00	Blues Bar-B-Q - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 248.53	Case Club - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 289.00	Cellebrite Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 655.00	Clarion Books Videos - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 102.63	Cms Magnetics - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 4.12	Corporate Translate - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 13.86	Costco *Photo Center - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 8.68	Cvs/Pharmacy #08944 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 29.35	Econo Print - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 662.94	Econo Print - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 2,422.88	Econo Print - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 712.80	Fire Protection Pub - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 173.00	Firemaster - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 126.09	First Aid Supplies Onl - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 58.00	Friendly'S - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 116.00	G Code Tactical Holsters - PCard

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04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 43.47	Galls - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 43.48	Galls - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 139.95	Grammarly Conhqo8Rf - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 175.74	Hanson Chemical - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 84.34	Hanson Chemical - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 209.70	Hanson Chemical - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 164.97	Hanson Chemical - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 321.14	Hanson Chemical - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 238.47	Hanson Chemical - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 152.75	Hanson Chemical - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 28.10	Hanson Chemical - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,666.17	High Speed Gear - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 400.00	Homedepot.Com - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 79.96	Homedepot.Com - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 134.29	Howell Rescue Systems - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 210.00	I/O Solutions, Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 495.00	In *Gwenlin Commercial Cl - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 60.00	Ipmba - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 126.90	Iron Mountain - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 235.00	Jsecbillings.Org - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 213.83	Kb Commercial Products - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 8.99	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 6.00	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 16.73	Lonestarbadge.Com - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ (19.92)	Lowes #00319* - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 19.92	Lowes #00319* - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 521.23	Lowes #00319* - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 240.86	Lowes #00319* - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 128.94	Lowes #00319* - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 58.07	Mcdonald'S F13379 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 120.00	Naemt - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 243.85	Nagoya Japanese Steakhous - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 24.15	Napnameplates - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 318.56	National Emergency Train - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 175.00	Nfpa Natl Fire Protect - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 350.00	Nfpa Natl Fire Protect - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 140.58	Office Depot #2135 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 177.93	Parts Express - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 168.98	Parts Express - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 48.19	Parts Express - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,194.59	Peavey Corp. - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 750.00	Pierce Mfg - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 375.00	Pierce Mfg - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,000.00	Pierce Mfg - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 750.00	Pierce Mfg - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 132.50	Sambrownshields.Com - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 179.95	Simsushare.Com - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 349.00	Skillpath / National - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 265.65	Spectrum - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 607.50	Staybridge Suites Altoon - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 607.50	Staybridge Suites Altoon - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 19.98	Target 00001719 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 130.29	Target 00013334 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 211.36	The Double Tree - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 211.36	The Double Tree - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 211.36	The Double Tree - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 75.00	The International Soci - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,595.00	The International Soci - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 75.00	The International Soci - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 50.00	The International Soci - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 14.64	The Ups Store 2594 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 24.99	The Wave And Rocky Toppe - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 99.90	Tlf*Gainans Floral And G - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 217.40	Tlo Transunion - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 699.86	Tractor-Supply-Co #0303 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 30.00	Tst* City Brew Coffee - C - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 53.85	Tst* City Brew Coffee - C - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,099.00	Tylertechtx *Connect - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,277.20	Uline *Ship Supplies - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 39.00	Universal Awards - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 16.00	Universal Awards - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 403.00	Universal Awards - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 91.78	Ups*Billing Center - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 11.24	Ups*Billing Center - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 10.66	Ups*Billing Center - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 39.32	Ups*Billing Center - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 24.60	Valet Today Cleaners - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 19.96	Wal-Mart #2923 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 45.92	Wal-Mart #2923 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 26.74	Wal-Mart #2923 - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 55.00	West End Lock And Secur - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 9.50	West End Lock And Secur - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 229.99	Www Costco Com - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 189.99	Www Costco Com - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 229.99	Www Costco Com - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 97.00	Www.Volgistics.Com - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 31.67	Yellowstone County Treas - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 12.50	Yellowstone Ice And Water - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 41.01	Yellowstone Valley Elect - PCard
04/04/2022	ACH	U.S. Bank PCards	Public Safety	$ 99.84	Zoom.Us 888-799-9666 - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 15.98	Albertsons #0047 - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 357.12	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 177.36	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 357.21	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 357.60	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 186.51	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 177.36	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 365.23	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 177.36	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 34.97	Autozone #3772 - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 6.45	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 106.52	Billings Construction Sup - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 124.20	Billings Construction Sup - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 117.20	Billings Construction Sup - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 424.70	Cintas Corp - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 157.84	Cintas Corp - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 9.60	City Of Billings - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 373.00	Cross Petroleum Service - PCard

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04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 373.00	Cross Petroleum Service - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 35.96	Evergreen Ace Hardware - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 12.99	Evergreen Ace Hardware - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 1,330.06	Fastenal Company 01Mtbll - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 124.08	Fastenal Company 01Mtbll - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 126.76	Fisher'S Technology - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 103.89	Fisher'S Technology - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 124.97	Harbor Freight Tools 207 - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 11.86	Hose & Rubber Supply - Bi - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 12.42	Hose & Rubber Supply - Bi - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 1,000.00	In *Compliance Assurance - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 167.10	Industrial Sales And Se - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 8.59	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 52.15	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 44.97	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 25.98	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 300.20	Lawson Products - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 479.60	Lawson Products - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 251.54	Lowes #00319* - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 69.99	Mac Tools - Billings - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 45.00	Macon Supply Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 31.58	Office Depot #450 - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 682.16	Ptr Baler & Compactor - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 107.76	Sams Club #4805 - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 167.96	Shipton'S Big R-West - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 239.18	Six Robblees No 6 - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 380.35	The Home Depot 3101 - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 284.50	The Home Depot 3101 - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 666.00	The Home Depot 3101 - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 125.24	Wm Supercenter #1956 - PCard
04/04/2022	ACH	U.S. Bank PCards	Solid Waste	$ 144.50	Yellowstone Electric Comp - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 96.00	Amazon.Com*1Z4Fk7Qa0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 449.82	Amzn Mktp Us*1B1Xi12A2 - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 62.57	Awg 3575 - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 43.63	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 64.30	Billings - Tacoma Screw P - PCard

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04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 34.28	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 700.00	Danner-Lacrosse - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 32.98	Evergreen Ace Hardware - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 420.00	Fastenal Company 01Mtbll - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 67.82	Fisher'S Technology - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 410.99	Graffiti Solutions, Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 64.20	Heights Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 98.48	Holiday Stations 0108 - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 950.04	Hyatt Regency Indianap - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 7.33	Kb Commercial Products - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 17.99	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 23.94	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 94.98	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 25.00	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 131.20	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 65.42	Lowes #00319* - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 19.32	Lowes #00319* - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 26.48	Lowes #00319* - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 41.64	Napa Store 3547001 - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 35.03	Napa Store 3547001 - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 120.62	Norco Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 71.98	O'Reilly Auto Parts 1551 - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 29.98	O'Reilly Auto Parts 1551 - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 160.00	Pacific Steel Branch #02 - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 42.00	Pacific Steel Branch #02 - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 96.00	Ratco Trailer And Hitch - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 78.60	Samsclub #4805 - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 51.96	Shiptons Big R Heights - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 31.98	Shipton'S Big R-West - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 76.00	Southerncarlson - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 152.65	Sq *Clean City Innovation - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 1,240.00	Tapco - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 59.98	Target 00001719 - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 55.91	The Home Depot #3101 - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 47.88	The Home Depot #3101 - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 151.25	Yellowstone Valley Elect - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 242.00	Ztl*Zee Creative - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 602.00	Ztl*Zee Creative - PCard
04/04/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 242.00	Ztl*Zee Creative - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 824.00	Accent Print Shop - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 29.99	Adobe Creative Cloud - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 38.20	Albertsons #0047 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 72.40	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 73.64	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 321.68	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 105.24	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 12.99	Amazon Prime*1Z42S34J2 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 62.51	Amzn Mktp Us*1B05X3Ug2 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 12.98	Amzn Mktp Us*1I8F23561 Am - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 63.05	Amzn Mktp Us*1W2Id1Yy0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 114.69	Amzn Mktp Us*1W4Dm89D1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 25.72	Amzn Mktp Us*1W7Pd52H1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 62.46	Costco Whse #0069 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 149.25	Costco Whse #0069 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 9.74	Dollar Tree - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 69.85	Ebay O*05-08322-57014 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 39.95	Ebay O*08-08358-70337 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 16.65	Ebay O*19-08292-09874 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 7.35	Ebay O*25-08382-38675 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 35.00	Facebk *4Jbgaaf742 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 10.00	Facebk *Bszrjb3842 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 10.00	Facebk *Clkdua7742 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 50.00	Facebk *Gz62Cbx642 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 10.00	Facebk *Hjp67Af742 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 15.00	Facebk *Jxb8Hat742 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 15.00	Facebk *Pdbfjbp742 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 25.00	Facebk *Sljnvab742 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 9.40	Fisher'S Technology - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 22.14	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 6.46	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 8.86	Hose & Rubber Supply - Bi - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 328.00	In *Cotter'S Sewer, Septi - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 192.69	Kimball Midwest Payeezy - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 50.80	Kimball Midwest Payeezy - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 378.72	Marketing Specialtites - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 195.00	Mtsafetysvscouncil - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 3.29	Napa Store 3547001 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 6.36	Napa Store 3547001 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 41.36	Napa Store 3547001 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 15.66	Napa Store 3547001 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 9.99	Napa Store 3547001 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 89.64	Napa Store 3547001 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 8.88	Napa Store 3547001 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 13.14	Napa Store 3547001 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 4.64	Napa Store 3547001 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 11.51	Napa Store 3547001 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 139.80	Napa Store 3547001 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 14.49	Napa Store 3547001 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 93.98	Office Depot #450 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 5.99	Party America Billings - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 18.98	Sams Club #4805 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 17.95	Starbucks Store 26010 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 1,682.02	Tycointegratedsecurity - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 27.01	Ups (800) 811-1648 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 19.95	Ups (800) 811-1648 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 12.50	Vandal Stop Products - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 191.00	Vandal Stop Products - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 13.24	Wm Supercenter #1956 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 16.96	Wm Supercenter #1956 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 14.91	Wm Supercenter #1956 - PCard
04/04/2022	ACH	U.S. Bank PCards	Transit	$ 15.55	Zoom.Us 888-799-9666 - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 53.52	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 326.82	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 127.30	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 7.41	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 24.80	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 11.63	360 Office Solutions Inc - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 24.32	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ (27.18)	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 147.97	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 25.37	4Te*Fps/Mountain Alarm - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 16.25	4Te*Fps/Mountain Alarm - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 40.59	4Te*Fps/Mountain Alarm - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 26.00	4Te*Fps/Mountain Alarm - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 242.50	4Te*Fps/Mountain Alarm - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 14.99	Adobe Acropro Subs - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 77.23	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 22.33	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 313.67	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 115.96	Amzn Mktp Us*1I0Ax7J70 - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 11.36	Amzn Mktp Us*1I8C26Nl0 Am - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 7.46	Amzn Mktp Us*1Z82B0Aa1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 28.37	B&H Photo 800-606-6969 - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 27.03	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 386.76	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 310.36	Bruco Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 625.05	Cdw Govt #S522882 - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 50.85	City Of Billings - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 32.74	City Of Billings - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 99.41	City Of Billings - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 26.38	Costco Whse #0069 - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 3,001.02	Enterprise Specialty Pro - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 50.00	Fastenal Company 01Mtbll - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 148.44	Fedex 270429639682 - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 72.49	Galls - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 364.70	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 182.33	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 234.57	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 186.23	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 47.32	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 42.39	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 501.96	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 42.24	Grainger - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 432.56	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 106.32	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 203.04	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 1,149.15	Hach Company - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 148.58	Hanson Chemical - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 359.94	Hanson Chemical - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 129.46	Hanson Chemical - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 60.61	Hanson Chemical - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 44.91	Heights Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 12.00	Heights Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 26.55	Hose & Rubber Supply - Bi - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 12.59	Hose & Rubber Supply - Bi - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 11.99	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 16.58	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 7.20	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 35.99	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 94.47	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 109.86	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 34.76	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 14.40	Launchpoint Solutions - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 121.66	Midland Scientific Inc - - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 121.66	Midland Scientific Inc - - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 155.69	Midland Scientific Inc - - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 69.73	Midland Scientific Inc - - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 87.74	Midland Scientific Inc - - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 538.90	Midland Scientific Inc - - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 71.25	Midland Scientific Inc - - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 167.00	Midland Scientific Inc - - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 965.92	Midland Scientific Inc - - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 169.48	Midland Scientific Inc - - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 28.11	Monoprice, Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 200.00	Msu-Bz-Extuniv-Cm - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 200.00	Msu-Bz-Extuniv-Cm - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ (200.00)	Msu-Bz-Extuniv-Cm - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 200.00	Msu-Bz-Extuniv-Cm - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 200.00	Msu-Bz-Extuniv-Cm - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 49.99	Murdoch'S Ranch&Home #99 - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 49.99	Murdoch'S Ranch&Home #99 - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 82.03	Pizza Hut #1720 - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 37.50	Psi Services Llc Usd - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 186.74	Purvis Industries 68 - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 94.67	Purvis Industries 68 - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 880.93	Rsd - Billings#57 - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 278.89	Salisburyonline.Com - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 377.23	Schuyler Rubber Company - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 3.80	Shipton'S Big R-East - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 29.98	Shipton'S Big R-East - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 359.00	Ss Machine Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 650.00	Sytech Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 25.90	The Home Depot #3101 - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 3.08	Wal-Mart #1956 - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 505.09	Www.Superbrightleds.Co - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 1,692.50	Yellowstone Valley Elect - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 1,281.97	Yellowstone Valley Elect - PCard
04/04/2022	ACH	U.S. Bank PCards	Wastewater	$ 19.00	Yellowstone Valley Elect - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 93.31	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 15.55	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 72.98	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 11.63	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 74.41	360 Office Solutions Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 39.00	4Te*Fps/Mountain Alarm - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 76.10	4Te*Fps/Mountain Alarm - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 60.89	4Te*Fps/Mountain Alarm - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 48.75	4Te*Fps/Mountain Alarm - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 80.15	Agilent Technologies, - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 9.98	Albertsons #0047 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 231.71	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 470.51	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 100.00	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 66.98	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 400.16	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 456.36	Alsco Inc. - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/04/2022	ACH	U.S. Bank PCards	Water	$ 290.61	Alsco Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 99.92	Amazon.Com*1I6Co4C92 Amzn - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 77.98	Amazon.Com*1N5Vu5Gk1 Amzn - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 197.07	Amazon.Com*1Z1Mq6E70 Amzn - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 131.38	Amazon.Com*1Z3837060 Amzn - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 193.52	Amazon.Com*1Z3Qw3Tr0 Amzn - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 265.60	Amzn Mktp Us*1I5O346K0 Am - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 16.58	Amzn Mktp Us*1I83A1De2 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 22.72	Amzn Mktp Us*1I8C26Nl0 Am - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 3.79	Amzn Mktp Us*1I8C26Nl0 Am - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 19.99	Amzn Mktp Us*1W36O6I61 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 19.20	Amzn Mktp Us*1Z1Ei6Rx1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 89.10	Amzn Mktp Us*1Z7Gt9Hj0 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 11.19	Amzn Mktp Us*1Z82B0Aa1 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 15.97	Amzn Mktp Us*Aw20H6Ij3 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 424.00	Awg 3575 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 44.97	Best Buy 00005926 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 61.96	Billing Kubata Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 94.75	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 56.88	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 2.48	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 5.67	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 120.19	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 44.61	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 134.50	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 46.52	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 52.88	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 29.25	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 49.06	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 11.62	Billings - Tacoma Screw P - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 1,331.80	Bloedorn Lumber Co- Bi - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 339.45	Blt*Pk Safety Supply - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 201.99	Bw Parts - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 166.30	Ceuplan - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 76.27	City Of Billings - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 38.59	City Of Billings - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/04/2022	ACH	U.S. Bank PCards	Water	$ 127.11	City Of Billings - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 98.23	City Of Billings - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 39.57	Costco Whse #0069 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 206.37	Cpi*Coleparmerinstrumt - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 46.90	Cpi*Coleparmerinstrumt - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 491.00	Edge Construction Supp - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 32.27	Edge Construction Supp - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 1,291.86	Edge Construction Supp - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 14.18	Evergreen Ace Hardware - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 25.94	Evergreen Ace Hardware - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 26.97	Evergreen Ace Hardware - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 38.97	Evergreen Ace Hardware - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 26.99	Evergreen Ace Hardware - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 8.99	Evergreen Ace Hardware - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 2,073.00	Everything2Go.Com Llc - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 24.73	Fastenal Company 01Mtbll - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 75.00	Fastenal Company 01Mtbll - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 188.66	Fedex 270991108380 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 17.71	Fedex 98673245 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 138.05	Fedex 99016169 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 31.85	Fisher'S Technology - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 312.44	Full Source Llc - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 72.50	Galls - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 186.22	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 42.24	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ (106.87)	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 93.06	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 385.86	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 234.57	Grainger - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 189.28	Hach Company - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 116.08	Hach Company - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 55.27	Hach Company - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 90.92	Hanson Chemical - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 17.99	Heights Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 73.19	Hose & Rubber Supply - Bi - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 18.89	Hose & Rubber Supply - Bi - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/04/2022	ACH	U.S. Bank PCards	Water	$ 25.39	Hose & Rubber Supply - Bi - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 200.18	Idexx Distribution Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 197.90	Kb Commercial Products - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 17.99	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 150.28	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 14.38	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 16.18	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 11.28	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 37.78	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 53.95	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 58.49	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 159.18	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ (41.97)	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 10.79	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 9.52	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 53.99	Kings Ace Hdwe - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 21.60	Launchpoint Solutions - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 276.86	Lighting Supply - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 218.57	Lighting Supply - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 77.14	Lowes #00319* - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 164.96	Lowes #00319* - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 116.73	Lowes #00319* - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 214.36	Mcmaster-Carr - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 69.53	Mcmaster-Carr - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 20.81	Midland Scientific Inc - - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 28.12	Monoprice, Inc. - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 97.04	Motion Industries Mt01 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 152.99	Napa Store 3547001 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 64.08	New Concept Tools - - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 361.16	Norco Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 51.60	Northwest Scientific Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 504.96	Northwest Scientific Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 111.53	Northwest Scientific Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 296.82	Northwest Scientific Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 1,009.92	Northwest Scientific Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 29.94	Northwest Scientific Inc - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/04/2022	ACH	U.S. Bank PCards	Water	$ 289.96	Office Depot #1078 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 676.53	Office Depot #1080 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 344.94	Office Depot #1090 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 8.68	Office Depot #450 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 66.81	Pacific Steel Branch #02 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 130.00	Paypal *Msawwa - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 776.85	Perkinelmer Health - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 180.00	Pollardwater.Com #3325 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 37.50	Psi Services Llc Usd - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 350.00	Pzg**Mt Dept Environ Q - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 38.22	Rubbercal - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 436.65	Rubbercal - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 278.88	Salisburyonline.Com - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 116.16	Samsclub #4805 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 106.47	Sherwin Williams 703203 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 5.71	Shipton'S Big R-East - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 49.98	Shipton'S Big R-East - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 493.75	Sq *Montana Seals And Pac - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ (231.92)	Sq *Montana Seals And Pac - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 434.00	Sq *Montana Seals And Pac - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 231.92	Sq *Montana Seals And Pac - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 147.86	Sq *Montana Seals And Pac - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 650.00	Sytech Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 55.96	The Home Depot #3101 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 82.00	Tinys Tavern Inc 2 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 95.00	Tinys Tavern Inc 2 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 9.23	Wal-Mart #1956 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 52.26	Yellowstone County Treas - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 28.55	Yellowstone Valley Elect - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 15.55	Zoom.Us 888-799-9666 - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 119.52	Zoro Tools Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 204.41	Zoro Tools Inc - PCard
04/04/2022	ACH	U.S. Bank PCards	Water	$ 71.78	Zoro Tools Inc - PCard
04/04/2022	851143	Ylwstn Val An Shelter	Public Safety	$ 23,000.00	city contract

City Council Regular

Date:	05/09/2022
Title:	Payment of Claims for week of April 11, 2022
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of $1,749,316.02 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 04112022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/11/2022	851145	A-1 Landscaping	Building	$ 360.00	March snow removal
04/11/2022	851145	A-1 Landscaping	Library	$ 270.00	4113 March 2022 snow
04/11/2022	851145	A-1 Landscaping	Library	$ 300.00	4118_Snow Removal 3/5-3/11/2022
04/11/2022	851145	A-1 Landscaping	Parking	$ 1,125.00	4118_Snow Removal 3/5-3/11/2022
04/11/2022	851145	A-1 Landscaping	Parking	$ 1,500.00	4118_Snow Removal 3/5-3/11/2022
04/11/2022	851145	A-1 Landscaping	Parking	$ 1,875.00	4118_Snow Removal 3/5-3/11/2022
04/11/2022	851145	A-1 Landscaping	Parking	$ 945.00	4118_Snow Removal 3/5-3/11/2022
04/11/2022	851145	A-1 Landscaping	Urban Renewal	$ 500.00	A1 Landscaping Inv. #4111 - Snow Removal - March 2022
04/11/2022	851149	Advanced Employment	Solid Waste	$ 3,006.57	Contracted labor
04/11/2022	851150	Air Controls-Billings	Facilities	$ 11,086.02	Purchase and install Energy Management System at BOC Admin
04/11/2022	851151	Allied Wire & Cable	Wastewater	$ 1,911.90	Wire
04/11/2022	851151	Allied Wire & Cable	Water	$ 1,911.90	Wire
04/11/2022	851152	Allstream Business	Park Dist 1	$ 46.00	Main Bill New Account # 330046 -Dehler Park
04/11/2022	851152	Allstream Business	Phone System	$ 39.49	Late Fee $39.49
04/11/2022	851152	Allstream Business	Phone System	$ 79.95	Main Bill New Account # 330046 -IT
04/11/2022	851152	Allstream Business	Phone System	$ 2,563.34	Main Bill New Account # 330046 -IT
04/11/2022	851160	Automatic Doors- MT	Airport	$ 2,500.00	Invoice #21231. Entrance Doors P.M.
04/11/2022	851161	Avery Dennison	Street/Traffic	$ 179.17	brown ink cartridge for sign machine
04/11/2022	851161	Avery Dennison	Street/Traffic	$ 1,005.18	ink cartridges for sign machine
04/11/2022	851161	Avery Dennison	Street/Traffic	$ 1,935.00	sheeting for making signs
04/11/2022	851163	Baker Tilly Virchow Krause	2004A Street Imp	$ 150.00	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	2015GO Refund Bond	$ 150.00	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	Facilities	$ 150.00	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	Library GO Debt	$ 150.00	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	SID Fund	$ 320.00	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	SID Fund	$ 320.00	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	SID Fund	$ 320.00	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	SID Fund	$ 320.00	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	SID Fund	$ 320.00	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	SID Fund	$ 320.00	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	SID Fund	$ 320.00	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	SID Fund	$ 1,180.00	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	SID Fund	$ 320.00	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	SID Fund	$ 320.00	2022 Continuing Disclosure Services

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/11/2022	851163	Baker Tilly Virchow Krause	Sidewalk Debt Svc	$ 320.00	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	Sidewalk Debt Svc	$ 320.00	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	Sidewalk Debt Svc	$ 320.00	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	Sidewalk Debt Svc	$ 320.00	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	Sidewalk Debt Svc	$ 320.00	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	Sidewalk Debt Svc	$ 320.00	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	Sidewalk Debt Svc	$ 320.00	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	Solid Waste	$ 1,300.00	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	Strm Sewer Debt	$ 650.00	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	Strm Sewer Debt	$ 650.00	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	Tax Incrmnt E	$ 433.33	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	Tax Incrmnt N27	$ 433.34	2022 Continuing Disclosure Services
04/11/2022	851163	Baker Tilly Virchow Krause	Tax Incrmnt S	$ 433.33	2022 Continuing Disclosure Services
04/11/2022	851164	Bcs Scrip	City Ins Fund	$ 5,000.00	First Quarter January 1 - March 31, 2022 Preventive Wellness
04/11/2022	851166	Big Phish Construction	Public Safety	$ 3,006.00	FIRE 4- paint bathrooms, training room, and quarters
04/11/2022	851170	Brenntag Pacific	Street/Traffic	$ 8,250.00	hicothaw liquid
04/11/2022	851170	Brenntag Pacific	Street/Traffic	$ 8,100.00	hicothaw liquid
04/11/2022	851170	Brenntag Pacific	Wastewater	$ 12,078.54	Sodium
04/11/2022	851171	Bruco	Airport	$ 1,733.21	Sweeper Brush and Filter
04/11/2022	851171	Bruco	Facilities	$ 1,396.12	407720
04/11/2022	851172	Business Tax Section	Airport	$ 148.42	Flight Information Display System (FIDS)
04/11/2022	851172	Business Tax Section	Facilities	$ 1,549.89	business tax Finishing Touch Exteriors 22-000212
04/11/2022	851172	Business Tax Section	Facilities	$ 111.98	purchase and install Energy Management System at BOC Admin.
04/11/2022	851172	Business Tax Section	Gas Tax	$ 109.14	Contract No. 2 City Crack Seal/Mastic
04/11/2022	851172	Business Tax Section	Gas Tax	$ 100.00	Contract No. 2 City Crack Seal/Mastic
04/11/2022	851172	Business Tax Section	Wastewater	$ 84.80	WRF Administration Building Second floor remodel project
04/11/2022	851172	Business Tax Section	Water	$ 1,027.07	WO 18-22 Leavens Reservoir Waterline and Improvements
04/11/2022	851193	Cucancic Construction	Wastewater	$ 8,394.32	WRF Administration Building Second floor remodel project
04/11/2022	851197	DoubleMap	Transit	$ 21,245.30	Invoice #CINV-010296. Annual Subscription Fees
04/11/2022	851199	DXP Enterprises	Public Safety	$ 1,862.50	CMC RE 202404, HARANESS, LIFESAVER, CHEST, PROSERIES
04/11/2022	851199	DXP Enterprises	Public Safety	$ 3,237.50	CMC RE 202405, HARNESS, LIFESAVER VICTIM, PROSERIES
04/11/2022	851199	DXP Enterprises	Public Safety	$ 2,731.25	CMC RE 202824, HARNESS, PROTECH, LARGE
04/11/2022	851199	DXP Enterprises	Public Safety	$ 378.40	FIRE/BUREAU- coverals for new Deputy Fire Marshal
04/11/2022	851199	DXP Enterprises	Public Safety	$ 79.60	SHIPPING/HANDLING - 52780488

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/11/2022	851201	EBMS	City Ins Fund	$ 4,854.50	EBMS May 2022
04/11/2022	851201	EBMS	City Ins Fund	$ 1,095.00	EBMS May 2022
04/11/2022	851201	EBMS	City Ins Fund	$ 60,288.14	EBMS May 2022
04/11/2022	851201	EBMS	City Ins Fund	$ 29,084.97	EBMS May 2022
04/11/2022	851201	EBMS	City Ins Fund	$ 1,262.50	EBMS May 2022
04/11/2022	851201	EBMS	City Ins Fund	$ 3,151.50	EBMS May 2022
04/11/2022	851201	EBMS	Payroll Clearing	$ 10,952.12	EBMS May 2022
04/11/2022	851203	Empire Garage Owners	Parking	$ 8,604.61	3232022_City of Billings March Assessment
04/11/2022	851206	Finishing Touch Exteriors	Facilities	$ 153,439.04	Hail damage repair for multiple buildings
04/11/2022	851215	Hach Company	Water	$ 2,861.32	REAGENT SET CHLORINE FREE CL17 - SIRR PLAN (2556900)
04/11/2022	ACH	HDR	Engineering	$ 2,266.37	WO 20-33 Public Works GIS Services
04/11/2022	ACH	HDR	Light Maint	$ 435.84	WO 20-33 Public Works GIS Services
04/11/2022	ACH	HDR	P.W. Admin	$ 4,009.71	WO 20-33 Public Works GIS Services
04/11/2022	ACH	HDR	Solid Waste	$ 1,917.70	WO 20-33 Public Works GIS Services
04/11/2022	ACH	HDR	Storm Sewer	$ 5,099.31	WO 20-33 Public Works GIS Services
04/11/2022	ACH	HDR	Street/Traffic	$ 4,576.31	WO 20-33 Public Works GIS Services
04/11/2022	ACH	HDR	Wastewater	$ 5,971.01	WO 20-33 Public Works GIS Services
04/11/2022	ACH	HDR	Water	$ 19,307.70	WO 20-33 Public Works GIS Services
04/11/2022	851225	Hose & Rubber Supply	Solid Waste	$ 104.62	1640775
04/11/2022	851225	Hose & Rubber Supply	Solid Waste	$ 218.55	1641061
04/11/2022	851225	Hose & Rubber Supply	Solid Waste	$ 211.61	1641485
04/11/2022	851225	Hose & Rubber Supply	Wastewater	$ 6.82	NONSTOCKING ITEMS-P.U.D.
04/11/2022	851225	Hose & Rubber Supply	Water	$ 3,056.69	NONSTOCKING ITEMS-P.U.D.
04/11/2022	851225	Hose & Rubber Supply	Water	$ 1,939.96	NONSTOCKING ITEMS-P.U.D.
04/11/2022	851225	Hose & Rubber Supply	Water	$ 27.90	NONSTOCKING ITEMS-P.U.D.
04/11/2022	851225	Hose & Rubber Supply	Water	$ 1,199.44	NONSTOCKING ITEMS-P.U.D.
04/11/2022	851228	Iaff	Payroll Clearing	$ 4,752.94	Payroll Summary
04/11/2022	851230	Infax	Airport	$ 14,693.58	Flight Information Display System (FIDS)
04/11/2022	851230	Infax	Airport	$ 6,564.00	Flight Information Display System (FIDS) - Maintenance Services
04/11/2022	851231	Ingram Library Service	Library	$ 11.77	58477591
04/11/2022	851231	Ingram Library Service	Library	$ 9.60	58477592
04/11/2022	851231	Ingram Library Service	Library	$ 71.55	58477593
04/11/2022	851231	Ingram Library Service	Library	$ 34.21	58477593
04/11/2022	851231	Ingram Library Service	Library	$ 11.20	58477593

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/11/2022	851231	Ingram Library Service	Library	$ 13.56	58477594
04/11/2022	851231	Ingram Library Service	Library	$ 44.98	58477595
04/11/2022	851231	Ingram Library Service	Library	$ 31.18	58477595
04/11/2022	851231	Ingram Library Service	Library	$ 10.61	58477596
04/11/2022	851231	Ingram Library Service	Library	$ 16.52	58477597
04/11/2022	851231	Ingram Library Service	Library	$ 18.00	58477598
04/11/2022	851231	Ingram Library Service	Library	$ 26.09	58477599
04/11/2022	851231	Ingram Library Service	Library	$ 16.49	58477599
04/11/2022	851231	Ingram Library Service	Library	$ 5.87	58477600
04/11/2022	851231	Ingram Library Service	Library	$ 16.51	58477601
04/11/2022	851231	Ingram Library Service	Library	$ 16.80	58477602
04/11/2022	851231	Ingram Library Service	Library	$ 10.61	58477602
04/11/2022	851231	Ingram Library Service	Library	$ 29.73	58477603
04/11/2022	851231	Ingram Library Service	Library	$ 92.76	58477604
04/11/2022	851231	Ingram Library Service	Library	$ 17.10	58477604
04/11/2022	851231	Ingram Library Service	Library	$ 5.89	58477604
04/11/2022	851231	Ingram Library Service	Library	$ 21.99	58477605
04/11/2022	851231	Ingram Library Service	Library	$ 11.99	58477606
04/11/2022	851231	Ingram Library Service	Library	$ 17.10	58477607
04/11/2022	851231	Ingram Library Service	Library	$ 11.20	58477608
04/11/2022	851231	Ingram Library Service	Library	$ 23.38	58477609
04/11/2022	851231	Ingram Library Service	Library	$ 75.92	58477611
04/11/2022	851231	Ingram Library Service	Library	$ 16.51	58477611
04/11/2022	851231	Ingram Library Service	Library	$ 89.60	58477612
04/11/2022	851231	Ingram Library Service	Library	$ 409.25	58498697
04/11/2022	851231	Ingram Library Service	Library	$ 334.43	58498697
04/11/2022	851231	Ingram Library Service	Library	$ 50.13	58498697
04/11/2022	851231	Ingram Library Service	Library	$ 271.10	58498697
04/11/2022	851231	Ingram Library Service	Library	$ 32.42	58498697
04/11/2022	851231	Ingram Library Service	Library	$ 160.43	58529238
04/11/2022	851231	Ingram Library Service	Library	$ 11.40	58529238
04/11/2022	851231	Ingram Library Service	Library	$ 17.10	58529239
04/11/2022	851231	Ingram Library Service	Library	$ 37.83	58529239
04/11/2022	851231	Ingram Library Service	Library	$ 28.27	58529239

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/11/2022	851231	Ingram Library Service	Library	$ 22.13	58529239
04/11/2022	851231	Ingram Library Service	Library	$ 31.50	58529240
04/11/2022	851231	Ingram Library Service	Library	$ 14.74	58529241
04/11/2022	851231	Ingram Library Service	Library	$ 18.60	58529242
04/11/2022	851231	Ingram Library Service	Library	$ 14.39	58529242
04/11/2022	851231	Ingram Library Service	Library	$ 16.52	58529243
04/11/2022	851231	Ingram Library Service	Library	$ 18.60	58529244
04/11/2022	851231	Ingram Library Service	Library	$ 15.93	58529245
04/11/2022	851231	Ingram Library Service	Library	$ 5.99	58529246
04/11/2022	851231	Ingram Library Service	Library	$ 11.97	58609715
04/11/2022	851231	Ingram Library Service	Library	$ 33.02	58609715
04/11/2022	851231	Ingram Library Service	Library	$ 60.56	58609716
04/11/2022	851231	Ingram Library Service	Library	$ 17.70	58609716
04/11/2022	851231	Ingram Library Service	Library	$ 9.57	58609717
04/11/2022	851231	Ingram Library Service	Library	$ 10.61	58609717
04/11/2022	851231	Ingram Library Service	Library	$ 11.20	58609718
04/11/2022	851231	Ingram Library Service	Library	$ 10.61	58609718
04/11/2022	851231	Ingram Library Service	Library	$ 28.71	58609718
04/11/2022	851231	Ingram Library Service	Library	$ 30.59	58609718
04/11/2022	851231	Ingram Library Service	Library	$ 11.99	58609719
04/11/2022	851231	Ingram Library Service	Library	$ 26.38	58609720
04/11/2022	851231	Ingram Library Service	Library	$ 113.70	58609721
04/11/2022	851231	Ingram Library Service	Library	$ 28.89	58609722
04/11/2022	851231	Ingram Library Service	Library	$ 593.40	58609723
04/11/2022	851231	Ingram Library Service	Library	$ 52.96	58609723
04/11/2022	851231	Ingram Library Service	Library	$ 260.45	58609723
04/11/2022	851231	Ingram Library Service	Library	$ 36.60	58609723
04/11/2022	851231	Ingram Library Service	Library	$ 17.11	58609723
04/11/2022	851231	Ingram Library Service	Library	$ 18.00	58663540
04/11/2022	851231	Ingram Library Service	Library	$ 15.93	58663540
04/11/2022	851231	Ingram Library Service	Library	$ 282.25	58663541
04/11/2022	851231	Ingram Library Service	Library	$ 8.84	58663541
04/11/2022	851231	Ingram Library Service	Library	$ 6.59	58663542
04/11/2022	851231	Ingram Library Service	Library	$ 16.52	58663542

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/11/2022	851231	Ingram Library Service	Library	$ 69.61	58663543
04/11/2022	851231	Ingram Library Service	Library	$ 16.52	58663544
04/11/2022	851231	Ingram Library Service	Library	$ 22.99	58663545
04/11/2022	851231	Ingram Library Service	Library	$ 21.22	58663546
04/11/2022	851231	Ingram Library Service	Library	$ 18.00	58663546
04/11/2022	851231	Ingram Library Service	Library	$ 11.79	58663547
04/11/2022	851231	Ingram Library Service	Library	$ 18.00	58663548
04/11/2022	851231	Ingram Library Service	Library	$ 14.74	58663549
04/11/2022	851231	Ingram Library Service	Library	$ 10.80	58663550
04/11/2022	851231	Ingram Library Service	Library	$ 16.51	58687110
04/11/2022	851231	Ingram Library Service	Library	$ 33.12	58687111
04/11/2022	851231	Ingram Library Service	Library	$ 5.87	58687111
04/11/2022	851231	Ingram Library Service	Library	$ 25.95	58687111
04/11/2022	851231	Ingram Library Service	Library	$ 11.97	58687111
04/11/2022	851231	Ingram Library Service	Library	$ 13.80	58687112
04/11/2022	851231	Ingram Library Service	Library	$ 169.89	58687113
04/11/2022	851231	Ingram Library Service	Library	$ 22.99	58687113
04/11/2022	851231	Ingram Library Service	Library	$ 38.34	58687113
04/11/2022	851231	Ingram Library Service	Library	$ 42.43	58687113
04/11/2022	851231	Ingram Library Service	Library	$ 178.26	58687113
04/11/2022	851231	Ingram Library Service	Library	$ 27.19	58687114
04/11/2022	851231	Ingram Library Service	Library	$ 45.97	58687115
04/11/2022	851236	Joe Johnson Equip	Street/Traffic	$ 4,124.82	full sweeper brooms
04/11/2022	851238	JTLS Mechanical	Facilities	$ 360.15	Stillwater- change oil in gear drive assembly of cooling tower
04/11/2022	851238	JTLS Mechanical	Facilities	$ 4,890.00	Stillwater- Monthly service fee
04/11/2022	851238	JTLS Mechanical	Facilities	$ 2,220.57	Stillwater- rebuild leaking condensate pump in parking garage area
04/11/2022	851238	JTLS Mechanical	Facilities	$ 1,357.35	Stillwater- replacement of cooling tower
04/11/2022	851238	JTLS Mechanical	Facilities	$ 890.25	Stillwater- service & grease all bearing assembly pumps and motors
04/11/2022	851238	JTLS Mechanical	Facilities	$ 1,731.00	Stillwater- Troubleshoot boiler #2 pilot flame failure
04/11/2022	851243	Knife River	Sidewalk Const	$ 46,425.06	WO 20-28 Songbird Drive Construction
04/11/2022	851243	Knife River	Street/Traffic	$ 8,694.56	sand/salt material
04/11/2022	851243	Knife River	Street/Traffic	$ 7,636.12	sand/salt material
04/11/2022	851243	Knife River	Street/Traffic	$ 6,112.66	sand/salt mixture
04/11/2022	851250	Lee Newspaper	Library	$ 419.00	102-60003259 December 2020

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/11/2022	851250	Lee Newspaper	P.W. Admin	$ 12,997.00	Public Works Department Media Marketing
04/11/2022	851250	Lee Newspaper	P.W. Admin	$ 4,600.00	Public Works Department Media Marketing
04/11/2022	851251	Lithia Dodge	Building	$ 46,212.24	Building -2022 Ram 1500 Classic 4X4 Quad Cab 6.3 ft box
04/11/2022	851263	Montana CSED	Payroll Clearing	$ 3,163.94	Payroll Summary
04/11/2022	851274	Motor Power Equip	Wastewater	$ 5,048.41	133225
04/11/2022	851275	MPPA	Payroll Clearing	$ 3,884.37	Payroll Summary
04/11/2022	851276	MSDSonline	Property Ins	$ 3,299.00	Subscription
04/11/2022	851265	MT Dakota Utilities	EOC 911	$ 67.72	STANDBY GENERATOR - 911 CENTER, BILLINGS
04/11/2022	851264	MT Dakota Utilities	Fleet	$ 4,632.07	041322 PO NUM 314210
04/11/2022	851265	MT Dakota Utilities	General	$ 385.69	902 360 1000 6
04/11/2022	851265	MT Dakota Utilities	Public Safety	$ 895.46	307 111 5825 0
04/11/2022	851265	MT Dakota Utilities	Public Safety	$ 23.76	357 004 5071 7
04/11/2022	851265	MT Dakota Utilities	Public Safety	$ 1,159.24	819 360 1000 8
04/11/2022	851265	MT Dakota Utilities	Public Safety	$ 243.02	958 650 1000 3
04/11/2022	851265	MT Dakota Utilities	Wastewater	$ 98.28	017 739 3911 9
04/11/2022	851265	MT Dakota Utilities	Wastewater	$ 107.46	470 750 1000 0
04/11/2022	851265	MT Dakota Utilities	Wastewater	$ 22.93	559 250 1000 5
04/11/2022	851265	MT Dakota Utilities	Water	$ 522.55	825 150 1000 5
04/11/2022	851266	MT Dept Corrections	PD Program	$ 280.00	Restitution for DC 20-1314. Confirmed $280 with Evidence.
04/11/2022	851266	MT Dept Corrections	PD Program	$ 3,568.80	Restitution for DC#18-1568, DOC ID #3025554 Cavalle Smallwood.
04/11/2022	851267	MT Dept Transportation	Water	$ 35,960.19	Traffic Control and Mobilization
04/11/2022	851270	MT Municipal Inter Auth	Payroll Clearing	$ 376,258.38	Workers' Compensation January 1, 2022 to March 31, 2022
04/11/2022	851273	MT State Fireman's Assoc	Payroll Clearing	$ 4,394.35	Payroll Summary
04/11/2022	851277	MT Waterworks	Wastewater	$ 276.02	Sewer parts for 411 S 24th st west
04/11/2022	851277	MT Waterworks	Water	$ 3,915.60	12" MJ GATE VALVE P/N: 333-115-00050
04/11/2022	851268	MTPE	Payroll Clearing	$ 2,720.00	Payroll Summary
04/11/2022	851282	NorMont Equipment	Street/Traffic	$ 3,557.50	broom wire/segments for sweepers
04/11/2022	851285	Northwest River Supplies	Public Safety	$ 19.13	ESTIMATED SHIPPING/HANDLING
04/11/2022	851285	Northwest River Supplies	Public Safety	$ 254.84	NRS ATB WETSHOES, GRAY, 2-SIZE 10, 2-SIZE 11
04/11/2022	851285	Northwest River Supplies	Public Safety	$ 318.55	NRS CHAOS FULL CUT HELMET, RED, XL - 42606.01.125
04/11/2022	851285	Northwest River Supplies	Public Safety	$ 2,422.38	NRS EXTREME RESCUE DRY SUIT, RED, SIZE M/L, 22529
04/11/2022	851286	NorthWestern Energy	Airport	$ 12.01	0712534-7. Light at Gate 16. March 2022
04/11/2022	851286	NorthWestern Energy	Airport	$ 131.68	0712535-4. Employee Parking. March 2022
04/11/2022	851286	NorthWestern Energy	Airport	$ 23.99	0712791-3. Gate 16. March 2022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/11/2022	851286	NorthWestern Energy	Airport	$ 32.01	0712795-4. Gate 17. March 2022
04/11/2022	851286	NorthWestern Energy	Airport	$ 28.22	0712797-0. Gate 9. March 2022
04/11/2022	851286	NorthWestern Energy	Airport	$ 6.00	0712805-1. IP-10. March 2022
04/11/2022	851286	NorthWestern Energy	Airport	$ 7.47	0712813-5. Burn Pit. March 2022
04/11/2022	851286	NorthWestern Energy	Airport	$ 18.52	0719759-3. Gate 12. March 2022
04/11/2022	851286	NorthWestern Energy	Airport	$ 63.39	0719760-1. Gate 14. March 2022
04/11/2022	851286	NorthWestern Energy	Airport	$ 25.33	0719761-6. Gate 15. March 2022
04/11/2022	851286	NorthWestern Energy	Airport	$ 26.42	0719762.7. Gate 13. March 2022
04/11/2022	851286	NorthWestern Energy	Airport	$ 21.56	0720296-3. Gate 29. March 2022
04/11/2022	851286	NorthWestern Energy	Airport	$ 29.14	2114868-9. Runway Weather System. March 2022
04/11/2022	851286	NorthWestern Energy	Building	$ 23.65	1569631-3
04/11/2022	851286	NorthWestern Energy	Engineering	$ 45.14	Depot parking lot
04/11/2022	851286	NorthWestern Energy	General	$ 151.10	0712538-8
04/11/2022	851286	NorthWestern Energy	General	$ 114.11	0720841-6
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 6.11	0722253-2
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 172.70	0722256-5
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 8.23	0722258-1
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 12.29	0722259-9
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 8.27	0722272-2
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 233.56	0722273-0
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 8.29	0722274-8
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 80.41	0722275-5
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 27.59	0722277-1
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 28.07	0722278-9
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 12.01	0722279-7
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 6.11	0722280-5
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 6.11	0722281-3
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 6.11	0722283-9
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 6.11	0722284-7
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 12.01	0722808-3
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 6.00	0722852-1
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 8.23	0722862-0
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 58.01	0722901-6
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 6.37	0722976-8

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 978.57	0722995-8
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 74.56	0723005-5
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 6.11	0723025-3
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ -	0723039-4
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 6.00	0723046-9
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 6.37	0723049-3
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 17.91	0723064-2
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 17.91	0723065-9
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 4.04	0723391-9
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 98.75	0723884-3
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 17.91	0723887-6
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 73.74	0793134-8
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 13.53	0978917-3
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 25.32	0999807-1
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 6.11	1156527-2
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 6.00	1230066-1
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 0.92	1692666-9
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 7.35	1902257-3
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 33.73	1941243-6
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 6.00	3178260-0
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 39.98	3241436-9
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 6.00	3477233-5
04/11/2022	851286	NorthWestern Energy	Park Dist 1	$ 560.25	3771457-3
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 5.50	0722272-2
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 6.11	0723384-4
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 7.85	0723385-1
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 7.85	0723386-9
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 7.85	0723387-7
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 7.85	0723388-5
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 2.70	0723391-9
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 0.69	0723392-7
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 6.97	0723393-5
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 6.11	0723394-3
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 6.11	0723395-0

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 6.11	0723396-8
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 6.11	0723397-6
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 6.11	0723398-4
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 6.11	0723835-5
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 8.23	0723836-3
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 6.25	0723840-5
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 5.62	0723879-3
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 6.61	0723883-5
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 0.69	0723885-0
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 6.61	0881455-0
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 0.92	0971824-8
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 0.45	1045813-1
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 0.70	1312707-1
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ -	1513796-1
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 33.35	1513800-1
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 8.80	1513802-7
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 10.01	1513804-3
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 6.74	1564209-3
04/11/2022	851286	NorthWestern Energy	Parks Maint	$ 1.29	2041362-1
04/11/2022	851286	NorthWestern Energy	Public Safety	$ 15.48	0712532-1
04/11/2022	851286	NorthWestern Energy	Public Safety	$ 1,184.85	1183483-5
04/11/2022	851286	NorthWestern Energy	Radio	$ 163.10	1006915-1
04/11/2022	851286	NorthWestern Energy	Street/Traffic	$ 6.25	0855404-0
04/11/2022	851286	NorthWestern Energy	Street/Traffic	$ 37.63	1045820-6
04/11/2022	851286	NorthWestern Energy	Street/Traffic	$ 121.95	1738989-1
04/11/2022	851286	NorthWestern Energy	Street/Traffic	$ 0.69	1797828-9
04/11/2022	851286	NorthWestern Energy	Street/Traffic	$ 6.84	2047000-1
04/11/2022	851286	NorthWestern Energy	Street/Traffic	$ 7.46	2047007-6
04/11/2022	851286	NorthWestern Energy	Street/Traffic	$ 6.97	2047010-0
04/11/2022	851286	NorthWestern Energy	Street/Traffic	$ 7.35	2047011-8
04/11/2022	851286	NorthWestern Energy	Street/Traffic	$ 7.22	2047013-4
04/11/2022	851286	NorthWestern Energy	Street/Traffic	$ 7.22	2047017-5
04/11/2022	851286	NorthWestern Energy	Street/Traffic	$ 7.22	2047018-3
04/11/2022	851286	NorthWestern Energy	Street/Traffic	$ 6.74	2047019-1

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/11/2022	851286	NorthWestern Energy	Street/Traffic	$ 53.47	3648861-7
04/11/2022	851286	NorthWestern Energy	Street/Traffic	$ 8.67	3660075-7
04/11/2022	851286	NorthWestern Energy	Wastewater	$ 268.52	0723878-5
04/11/2022	851286	NorthWestern Energy	Wastewater	$ 10.01	1704025-4
04/11/2022	851286	NorthWestern Energy	Wastewater	$ 83.53	1704030-4
04/11/2022	851286	NorthWestern Energy	Water	$ 9.60	0722249-0
04/11/2022	851286	NorthWestern Energy	Water	$ 2,458.59	0722270-6
04/11/2022	851286	NorthWestern Energy	Water	$ 12.00	1160807-2
04/11/2022	851286	NorthWestern Energy	Water	$ 12.71	1346673-5
04/11/2022	851286	NorthWestern Energy	Water	$ 351.92	805 Constitution805 Constitution
04/11/2022	851290	Polydyne	Wastewater	$ 4,420.00	Flosperse
04/11/2022	851299	RDO Equipment	Solid Waste	$ (11.22)	P8821812CR
04/11/2022	851299	RDO Equipment	Solid Waste	$ 5.00	P8995712
04/11/2022	851299	RDO Equipment	Solid Waste	$ 1,028.11	P8995712
04/11/2022	851299	RDO Equipment	Solid Waste	$ 1,735.66	P8995912
04/11/2022	851299	RDO Equipment	Solid Waste	$ (828.06)	P9011312
04/11/2022	851299	RDO Equipment	Solid Waste	$ 1,235.58	P9011412
04/11/2022	851299	RDO Equipment	Solid Waste	$ 856.35	P9090712
04/11/2022	851299	RDO Equipment	Solid Waste	$ 2,115.42	P9122912
04/11/2022	851307	Rocky Mt Health Network	City Ins Fund	$ 7,800.00	March 2022 Healthy Is
04/11/2022	851309	S & S Machine	Water	$ 16,759.00	CHAPPLE P.S. MOTOR #3 REBUILD
04/11/2022	851323	S Blgs Urban Renew	Tax Incrmnt S	$ 29,289.50	FY2022 Consulting Services for SBURA; FY22 Qtr 3
04/11/2022	851317	SHI International	Building	$ 156.11	Adobe Standard DC -Mark Cole
04/11/2022	851317	SHI International	General	$ 70.86	Microsoft Visio Pro O365 3/16/2022-9/30/2022
04/11/2022	851317	SHI International	IT Resources	$ 39,487.37	Annual Mimecast Renewal 925 licenses and DMARC Analyzer
04/11/2022	851317	SHI International	IT Resources	$ 7,389.38	SolarWinds Annual Renewal SL2000 Traffic Analyzer
04/11/2022	851318	Shiptons Big R	Public Safety	$ 0.84	26141 FIRE 1, HILLMAN BUK PRODUCT
04/11/2022	851318	Shiptons Big R	Public Safety	$ 3,299.99	5272 FIRE 6 - HUSQ Z254F 23 HP MOWER
04/11/2022	851322	Solid Waste Systems	Fleet	$ 1,463.73	140983 PO NUM 314189
04/11/2022	851322	Solid Waste Systems	Fleet	$ 1,155.86	140988 PO NUM 314189
04/11/2022	851322	Solid Waste Systems	Fleet	$ 566.66	142112 PO NUM 314231
04/11/2022	851322	Solid Waste Systems	Solid Waste	$ 3,889.99	140689
04/11/2022	851322	Solid Waste Systems	Street/Traffic	$ 2,481.69	141254
04/11/2022	851311	St V's Occupational	Airport	$ 190.00	Drug testing, on-site nursing, DOT shots, HEP B shots

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/11/2022	851311	St V's Occupational	City Ins Fund	$ 695.25	Drug testing, on-site nursing, DOT shots, HEP B shots
04/11/2022	851311	St V's Occupational	Fleet	$ 190.00	Drug testing, on-site nursing, DOT shots, HEP B shots
04/11/2022	851311	St V's Occupational	General	$ 1,965.00	Drug testing, on-site nursing, DOT shots, HEP B shots
04/11/2022	851311	St V's Occupational	Park Dist 1	$ 95.00	Drug testing, on-site nursing, DOT shots, HEP B shots
04/11/2022	851311	St V's Occupational	Public Safety	$ 475.00	Drug testing, on-site nursing, DOT shots, HEP B shots
04/11/2022	851311	St V's Occupational	Public Safety	$ 50.00	Drug testing, on-site nursing, DOT shots, HEP B shots
04/11/2022	851311	St V's Occupational	Solid Waste	$ 190.00	Drug testing, on-site nursing, DOT shots, HEP B shots
04/11/2022	851311	St V's Occupational	Solid Waste	$ 50.00	Drug testing, on-site nursing, DOT shots, HEP B shots
04/11/2022	851311	St V's Occupational	Street/Traffic	$ 380.00	Drug testing, on-site nursing, DOT shots, HEP B shots
04/11/2022	851311	St V's Occupational	Transit	$ 190.00	Drug testing, on-site nursing, DOT shots, HEP B shots
04/11/2022	851311	St V's Occupational	Wastewater	$ 172.00	Drug testing, on-site nursing, DOT shots, HEP B shots
04/11/2022	851311	St V's Occupational	Water	$ 258.00	Drug testing, on-site nursing, DOT shots, HEP B shots
04/11/2022	851333	TargetSolutions Learning	Public Safety	$ 2,726.50	TSEVAL -VECTOR EVALUATION+ ANNUAL LICENSE RENEWAL
04/11/2022	851336	The Salvation Army	CDBG	$ 13,768.59	CDBG-CV Grant / Mobile Meals Project
04/11/2022	851340	Town & Country Supply	Fleet	$ 31,031.92	424552 PO NUM 314203
04/11/2022	851340	Town & Country Supply	Fleet	$ 24,551.98	424560 PO NUM 314228
04/11/2022	851340	Town & Country Supply	Fleet	$ 5,075.49	424561 PO NUM 314219
04/11/2022	851340	Town & Country Supply	General	$ 654.65	unleaded gas for cemetery equipment-424667
04/11/2022	851340	Town & Country Supply	Transit	$ 25,390.13	424965 PO NUM 314226. 5998 Gallons of Dyed #2
04/11/2022	851341	Tractor & Equip	Solid Waste	$ 1,089.09	BLCS0776323
04/11/2022	851341	Tractor & Equip	Solid Waste	$ 758.79	BLCS0777226
04/11/2022	851341	Tractor & Equip	Solid Waste	$ 1,413.12	BLCS0777338
04/11/2022	851341	Tractor & Equip	Solid Waste	$ 42.26	BLCS0777339
04/11/2022	851341	Tractor & Equip	Solid Waste	$ 98.54	BLCS0778461
04/11/2022	851341	Tractor & Equip	Solid Waste	$ 52.72	BLWO0215068
04/11/2022	851341	Tractor & Equip	Solid Waste	$ 606.00	BLWO0215068
04/11/2022	851341	Tractor & Equip	Solid Waste	$ 24.32	BLWO0215121
04/11/2022	851341	Tractor & Equip	Solid Waste	$ 608.00	BLWO0215121
04/11/2022	851341	Tractor & Equip	Solid Waste	$ 304.00	BLWO0215344
04/11/2022	851341	Tractor & Equip	Solid Waste	$ 172.86	BLWO0215344
04/11/2022	851341	Tractor & Equip	Solid Waste	$ 2,220.00	Tire repair
04/11/2022	851341	Tractor & Equip	Street/Traffic	$ 561.91	BLW00215347
04/11/2022	851341	Tractor & Equip	Wastewater	$ 652.59	BLCS0777228
04/11/2022	851346	United Way- Yllwstn Co	General	$ 325,643.04	FEMA Reimbursement for Off the Streets Shelter

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/11/2022	851347	Us Bank	Facilities	$ 1,750.00	Refunding Certificates of Participation Series 2013
04/11/2022	851347	Us Bank	Tax Incrmnt N27	$ 350.00	Tax Increment Urban Renewal Revenue Bonds, Series 2013A
04/11/2022	851347	Us Bank	Tax Incrmnt N27	$ 350.00	Tax Increment Urban Renewal Revenue Bonds, Taxable Series 2013B
04/11/2022	851347	Us Bank	Wastewater	$ 350.00	Sewer Revenue Bonds, Series 2017
04/11/2022	851349	Veritiv Operating	Solid Waste	$ 1,502.70	645-71471920
04/11/2022	851349	Veritiv Operating	Solid Waste	$ 1,502.70	645-71471920

City Council Regular

Date:	05/09/2022
Title:	Continuum of Care Presentation and Conversation
Presented by:	Chris Kukulski, City Administrator
Department:	City Hall Administration
Presentation:	Yes
Legal Review	Not Applicable

RECOMMENDATION

Read the enclosed materials, listen to the presentation and engage in a conversation to understand the impact of investing public safety dollars into the continuum of care services to improve the safety of Billings.

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

The continuum of care coalition is one of the communities critical service providers to those experiencing homelessness. Read the attached documents in preparation for the upcoming conversation.

- Alleviating Public Safety Risks, Increasing Cost Savings, and Improving Overall Outcomes by Supplying Supportive Services and Low-Barrier Shelter to Chronically Unhoused Neighbors A White
- Paper to Billings City Council Regarding Public Safety Impact of Services for Unhoused Neighbors Spring 2022

ALTERNATIVES

NA

FISCAL EFFECTS

The Continuum of Care is requesting that the city consider investing the two mills included in the public safety levy to prevent crime (~$400,000).

Attachments

CoC Handout
CoC Presentation

Alleviating Public Safety Risks, Increasing Cost Savings, and Improving Overall Outcomes by Supplying Supportive Services and Low-Barrier Shelter to Chronically Unhoused Neighbors

A White Paper to Billings City Council Regarding
Public Safety Impact of Services for Unhoused Neighbors

Spring 2022

Presented by the Yellowstone County Continuum of Care

Introduction

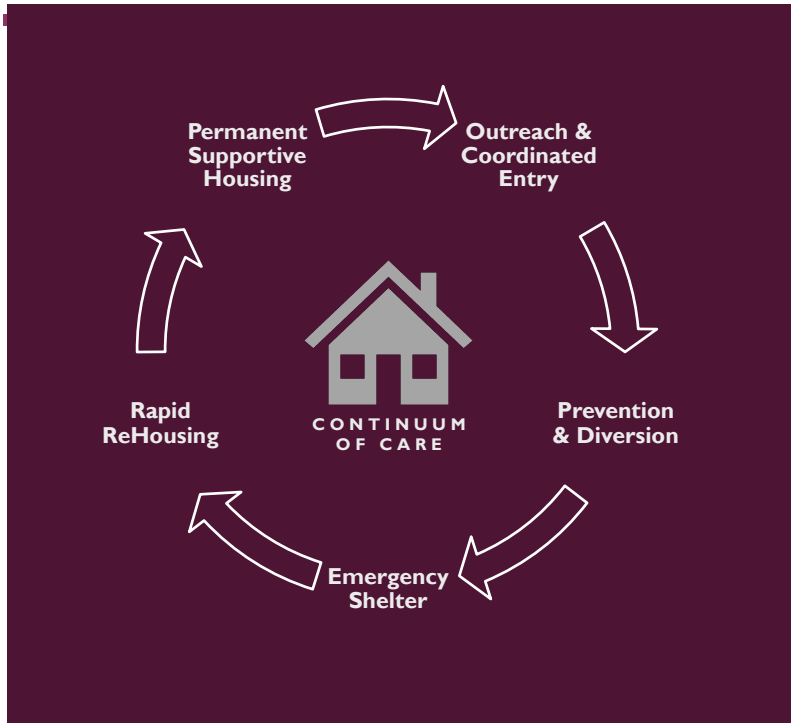
For years, Billings has demonstrated an ongoing need for additional support for our community's unhoused neighbors, who often face a multitude of barriers to obtaining permanent housing. For some, sobriety is a challenge, but chronic health conditions, debt, and repeated exposure to abuse and trauma can often be bigger hurdles to overcome. For people who are **non-sober, disabled, or cycling in and out of crisis frequently**, the options are few. These neighbors need a warm, dry, safe place to sleep overnight, ideally with access to showers and laundry. Equally important are wraparound supports designed to meet the client where they are, while methodically assisting to set and achieve goals that empower people to reach their maximum potential.

The collective cost of inaction is high. Some of the preventable expense includes:

- Increased calls to 911
- More interactions with law enforcement
- Increase in jail visits and subsequent length of stay
- More trips to the Emergency Room
- Disproportionate use of limited emergency response resources
- Added burden on local business owners

In 2010, voters in Yellowstone County approved mill levy funding for mental health services that aid law enforcement. This critical funding source has helped sustain the Community Crisis Center (CCC) since, along with other programs that have a proven track record of reducing law enforcement response to community mental health needs. The CCC does an outstanding job ensuring individuals in need of immediate crisis support are not falling through the cracks. But as the overall population of Billings has soared, so too has the number of chronically unhoused neighbors. Demand for services far exceeds our community capacity.

Last fall, Billings voters doubled down on support for taxpayer funding of mental health and substance abuse services through passage of the City's Public Safety Mill Levy, which includes two mills expressly for this purpose. As the lone coalition in Billings dedicated solely to addressing homelessness and housing supports, the Yellowstone County Continuum of Care (CoC) seeks to partner with the City to deliver cost-effective solutions that provide immediate relief and address the excessive strain on community resources.

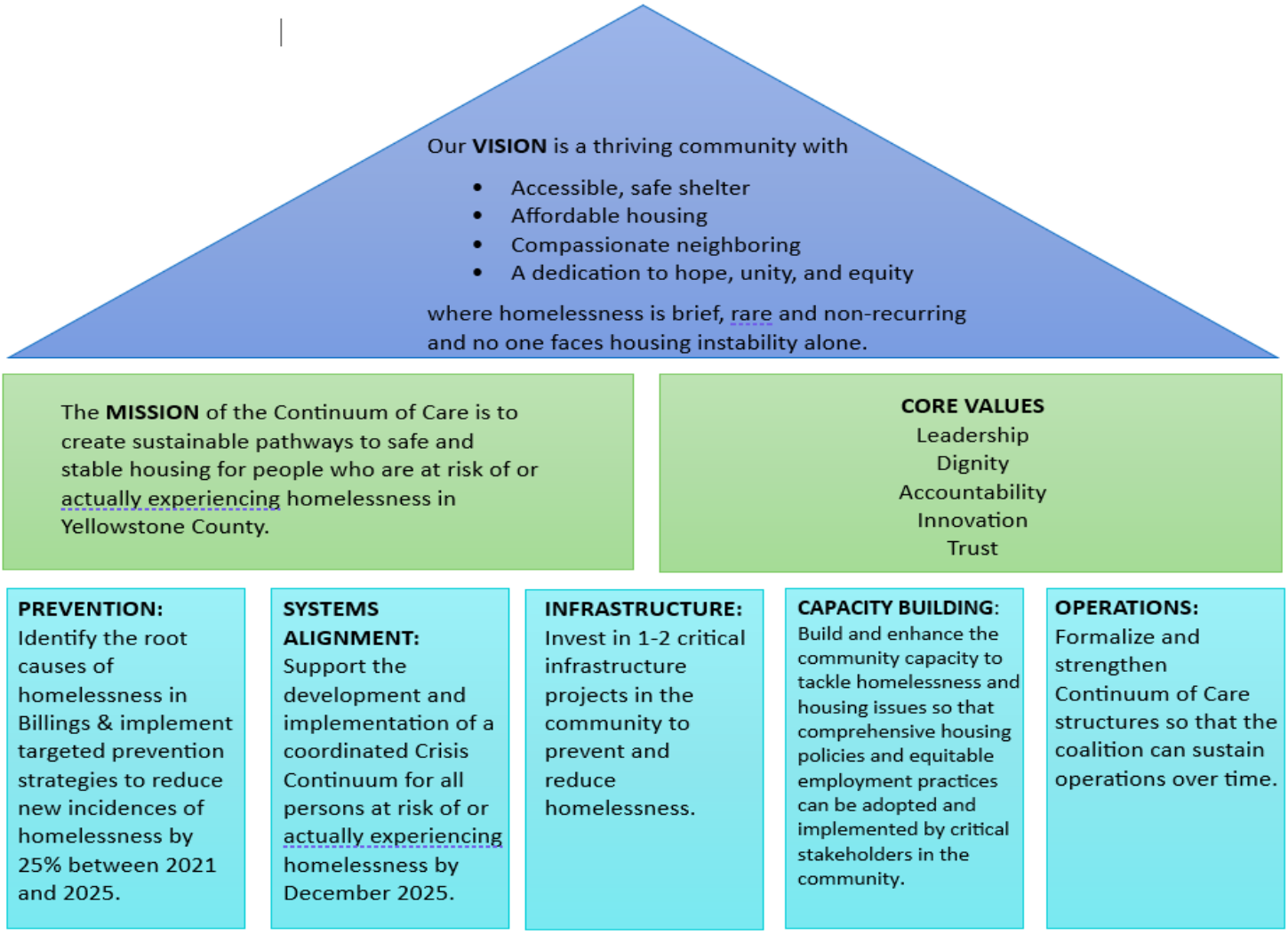


The U.S. Department of Housing and Urban Development supports and funds local Continuums of Care across the country to end homelessness. The primary goal is to identify and alleviate gaps in community services that prevent people from achieving housing stability. In 2018, the Yellowstone County CoC developed its Coordinated Entry System (CES) as a means to ensure adequate care, while measuring outcomes of our collective work. The Yellowstone County CES is part of a larger statewide CES that is used to connect clients with the communities where they have the most support and can best be served. Similarly, the Yellowstone County CoC is part of a broader statewide coalition known as the Montana Continuum of Care.

Currently, 18 local partners actively participate in the CES. These members have biweekly case conferencing meetings, maintain a "by name list" of people with the highest needs, and collectively track outcomes in a shared databank known as the Homeless Management Information System or HMIS. Since the CoC launched its CES in October 2018, **nearly 2,200 adults have been enrolled** through voluntary completion of a uniform assessment provided by CoC partner members. Utilizing the wealth of data collected in HMIS, and professional analysis by an outside entity, the CoC has clearly identified the root causes of homelessness and housing instability in Billings. The top five barriers preventing housing are:

1. Relationship Breakdown
2. Trauma and/or Abuse
3. Chronic Health Conditions
4. Debt
5. Avoidance of Care

The CoC is actively working to address the root causes of homelessness in our community. As part of its 2021-2025 Strategic Plan, the CoC identified a need to invest in 1-2 critical infrastructure projects in the immediate future. We believe the largest gaps in service can be filled through investments in low-barrier shelter and permanent supportive housing.



"Off The Streets" was developed as a *temporary* emergency response to the COVID-19 pandemic. It served as a prototype that allowed the CoC to meet the immediate community need for quarantine and isolation, while also collecting data and evaluating outcomes for both short-term and long-term planning needs. The CoC has learned a lot through this process and feels confident that together with community partners, we can create a *permanent* solution that meets the needs of our most chronically unhoused neighbors and alleviates the mounting burden on local law enforcement and emergency response personnel.



During the 14 month period that “Off The Streets” operated at the former Western Inn motel, more than 400 unique individuals received overnight shelter. This amounts to more than 16,000 nights of shelter collectively. Additionally, the Quarantine and Isolation site, which was only open when there was a demonstrated community health need (i.e., 9 months out of 14 months), served over 131 people for a total of nearly 1,000 24-hour stays.

When a catastrophic sewage leak forced permanent closure of “Off The Streets” in December, at the start of an extended holiday weekend as subzero temperatures swept the region, the CoC quickly adapted its sheltering model and moved guests to the basement of Billings First Congregational Church. This allowed the CoC to provide an additional 2,452 nights of shelter during the coldest winter months. By comparison, the Community Crisis Center had 3,202 overnight stays and referred 293 clients to MRM’s emergency shelter during the same time period.

Given the demonstrable need, the CoC aims to develop a facility where community partners with a proven history of collaboration can co-locate crisis response and support services, alongside a low-barrier shelter with potential for permanent supportive housing on site. To succeed, we anticipate a need for City support to provide shared services that are beneficial to everyone on site, along with the community as a whole, such as round-the-clock security, public restrooms, and additional case managers. Similar projects throughout Montana and the Mountain West are most often sustained through a public-private partnership with either the City or County where the project is located, and in some cases, receive support from both. Similarly, the CoC cannot continue its vital work without City support.

It will take some time to bring a transformational center to fruition, but the need for shelter is immediate. We know there is overlap in the population being sheltered and the need for behavioral health and substance abuse services. To assist City Council in consideration of how to best invest Public Safety Mill Levy funds for these express purposes, the CoC has created a two-tiered concept that shifts to best address community need as more services come online.

Phase One

AMOUNT	INTENDED USE
$180,000	**Seasonal Shelter (Winter):** $30,000/month x 6 months Provides Congregate Shelter from Oct. 1, '22 – Mar. 1, '23
$37,500	**Seasonal Shelter (Code Blue/Red):** $1,250/day x 30 days Provides Pop-Up Congregate Shelter When Temps are <32 or 100+
$180,000	**Case Management (3.0 FTE):** $60,000 ea. for wages and benefits Provides 3 case managers for partners that meet the highest need
$30,000	**Project Management (Contracted Services):** $30,000 for design, architecture, engineering, or contractors to develop new facility
$20,000	**Administrative Oversight (United Way):** $20,000 for UWYC to serve as fiscal agent and provide coalition support

TOTAL: $447,500 per year

Phase Two

AMOUNT	INTENDED USE
$240,000	**Security and Restroom Services:** $20,000/month x 12 months Provides contracted security and usage of public bathrooms 24/7/365 for facility and neighboring properties
$180,000	**Case Management (3.0 FTE):** $60,000 ea. for wages and benefits Provides 3 case managers for partners that meet the highest need
$20,000	**Administrative Oversight (United Way):** $20,000 for UWYC to serve as fiscal agent and provide coalition support

TOTAL: $440,000 per year

Other Forms of Community and Financial Support

We wish to partner with the City in seeking funds from the MacArthur Foundation through its Safety and Justice Challenge. Missoula County has been a two-time recipient of this funding for similar purposes, totaling $1.4 million to date. We will also seek support through other grant sources, major gifts and individual donors. In terms of capital improvements, we are eager to assist the City in expending any unused Community Development Block Grant funds, while harnessing the infusion of HOME-ARP funds on both the local and state level. Additionally, Randy Hafer at High Plains Architects is partnering with us on options for historic restoration and revenue neutral investments in energy efficiencies that could significantly cut operational costs, such as solar hot water for showers and rainwater collection for handwashing and toilet flushing. We may also seek funding from applicable business improvement districts and other development incentives.

Conclusion

We believe the City is best poised to make a critical investment in the CoC's work due to the established history of community leadership on housing and homelessness. The City of Billings has played an integral role in these efforts dating back at least as far as the early 2000's when it was chosen by the Montana Council on Homelessness to implement a pilot project that included a 10-year planning and implementation process designed to end chronic homelessness in Billings. The initiative was dubbed Welcome Home Billings and included a *Mayor's Committee on Homelessness*, which developed a 10-year plan that was adopted by City Council in 2009, including a strategic framework for implementation.

While Yellowstone County has been and will continue to be a vital partner in ending homelessness in our community, the limited funding available through the County's Mental Health Mill Levy is currently being disbursed primarily to Substance Abuse Connect (SAC) and its coalition partners. The CoC does not seek to undercut the commendable efforts of the SAC coalition nor usurp its existing revenue streams. However, the CoC cannot undertake the complex and expensive task of sheltering the highest-need populations in Billings without support from either the County or the City. For this reason, we are turning to the City as both a historical leader who has been actively invested in ending homelessness, as well as a partner who stands to subsidize a disproportionate burden on public safety resources if this complex need is left unmet.

The Yellowstone County Continuum of Care has a proven track record of caring for the highest utilizers of emergency services in a manner that is consistently praised by neighbors, law enforcement, community leaders, and first responders. We have developed a gold standard for warm, safe, dry shelter, even in a pandemic. In recent months, we've pared down this model to meet the current community capacity. Night after night, month after month, we successfully sheltered dozens of people who were beyond the scope of care that other organizations provide, including those who had tested positive for COVID-19. Many of our guests are active substance users, utilize wheelchairs and walkers, struggle with severe behavioral health challenges, or sometimes a combination of all three. Our exemplary safety record, whether at a motel or in a church basement, clearly demonstrates how the CoC offers a wise investment for the Public Safety Mill Levy funds that are designated for mental health and substance abuse services.



UNHOUSED NEIGHBORS IN BILLINGS

Yellowstone County Continuum of Care

34

Community Partners

YELLOWSTONE COUNTY CONTINUUM OF CARE

Alternatives, Inc.
Barthel Management
Besaw Integrity Consulting
Billings Clinic
Billings Community Foundation
Billings First Congregational Church
Billings Urban Indian Health and Wellness Center
City of Billings
CLDI Billings
Community Crisis Center
District 7 HRDC
Downtown Billings Alliance
Family Promise
Gratitude in Action
Healthcare for the Homeless
HomeFront
Mental Health Center
Montana Dept. of Corrections, Probation and Parole Division
Montana Rescue Mission
My Backyard
Native American Development Corp.
Rimrock Foundation
RiverStone Health
Salvation Army
St. Vincent de Paul
St. Vincent Healthcare
STEP, Inc.
Tumbleweed
Veterans Administration
Veterans, Inc.
Volunteers of America
United Way of Yellowstone Co.
Yellowstone County
YWCA

Collaborations with Community Innovations and Substance Abuse Connect

United Way of Yellowstone County provides backbone support and serves as a fiscal agent for the CoC

Continuum of Care

YELLOWSTONE COUNTY CONTINUUM OF CARE BOARD OF DIRECTORS

OFFICERS

- Kari Boiter, President
  Community Member
- Kody Christensen-Linton, Vice President,
  Downtown Billings Alliance
- Mary Gilluly, Treasurer
  St. Vincent de Paul
- Keely McCave, Secretary
  Unite Us

BOARD MEMBERS

- MarCee Neary, Community Crisis Center
- Lisa Donnot, Family Promise
- Leah Russell, Healthcare for the Homeless
- Linda Davis, Community Member
- Catherine Card, Community Member



Nationally, the Continuum of Care (CoC) Program is designed to:

- **promote communitywide commitment** to the goal of ending homelessness;
- **provide funding** for nonprofit providers, and State and local governments, to quickly rehouse people experiencing homelessness, while minimizing trauma and dislocation on impacted individuals and communities;
- **promote access** and increase utilization of mainstream programs by individuals and families experiencing homelessness; and
- **optimize self-sufficiency** among individuals and families experiencing homelessness.

CoC's are a requirement of HUD, and work to organize and deliver housing and services for a specific geographic region, develop a long-term strategic plan for preventing and ending homelessness, and to apply for federal resources.



Montana has a Statewide CoC, subdivided by HRDC Districts, commonly referred to a Local CoC's

Local CoC members serve on State CoC Board

State CoC manages Youth Homelessness Demonstration Program; Tumbleweed & HRDC received grants in 2020

The State CoC maintains a Coordinated Entry System (CES) that helps keep people from falling through the cracks from one community to the next

The CES aims to increase efficiency of the local homeless crisis response system and improve fairness, intentionality, and ease of access to resources

Montana's CES has four core elements:

- Access
- Assessment
- Prioritization
- Referral

YELLOWSTONE COUNTY COORDINATED ENTRY SYSTEM

Participating Agencies

Community Crisis Center

Downtown Billings Alliance

HomeFront (Municipal Housing Authority)

HRDC District 7

Mental Health Center – PATH Team

Office of Public Defender (CPS)

Rimrock Foundation – PACT Team

RiverStone Health – Healthcare for the Homeless

Salvation Army

St. Vincent de Paul

St. Vincent Healthcare

STEP, Inc.

Tumbleweed

Veterans Administration

Veterans, Inc.

Volunteers of America

Currently Onboarding:
Homeless Outreach Team in Downtown Billings

	March 2022	Year End 2021	Since 2018 Launch
Adults Enrolled in CES	**541**	**1358**	**2184**
Newly Assessed	68	485	1022
Individuals on By Name List	134	**	**
Successfully Housed	**19**	**190**	**497**
Housing without subsidy	11	59	226
Housing with Rapid ReHousing assistance	4	53	113
Housing with HUD VASH voucher	2	7	14
Housing with other ongoing assistance	1	34	47
Moved into a treatment facility	1	2	9
Moved in with family/friends	1	21	17
Temporarily housed in hotel/motel (self pay)	1	9	11
Returned to homelessness	3	71	124
Exited due to no contact for 90+ days	70	906	1495
Deceased		4	6

COORDINATED ENTRY OUTCOMES

October 2018 – March 2022

TOP 5 RISK FACTORS

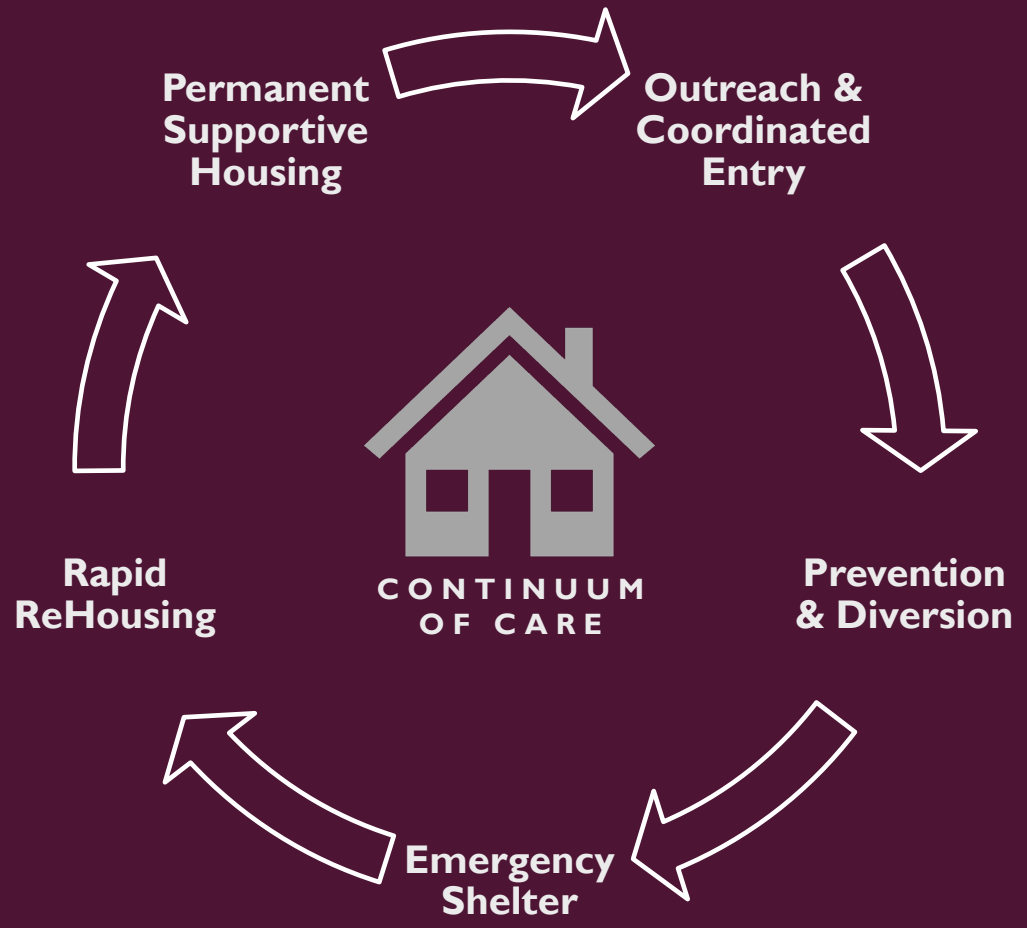
Barriers to Housing Stability

Relationship Breakdown: Is your current homelessness in any way caused by a relationship that broke down, an unhealthy or abusive relationship, or because family/friends caused you to become evicted?	**55%**
Abuse or Trauma: Has your current period of homelessness been caused by an experience of emotional, physical, psychological, sexual, or other type of abuse, or by any other trauma you have experienced?	**53%**
Chronic Health Issue: Do you have any chronic health issues with your liver, kidneys, stomach, lungs, or heart?	**37%**
Debt: Is there any person, past landlord, business, bookie, dealer, or government group like the IRS, that thinks you owe them money?	**34%**
Avoiding Care: When you are sick or not feeling well, do you avoid getting help?	**31%**

Data from 787 Coordinated Entry Assessments, Yellowstone County, 2019

COMPONENTS OF AN EFFECTIVE

HOUSING CRISIS RESPONSE SYSTEM





OFF THE STREETS

Low Barrier Shelter and COVID-19 Isolation Site

TIMELINE

March 2020: Yellowstone County Incident Command asks CoC for help developing a quarantine/isolation (Q/I) site at MetraPark

May 2020: Operational challenges (cost, staffing, guest refusal, etc.) result in Q/I site being moved from Metra to temporary facility, purchased by Riverstone Health

August 2020: Driven by need for larger Q/I space, especially for families, 12 CoC partners begin meeting to develop a temporary Emergency Shelter to respond to COVID-19

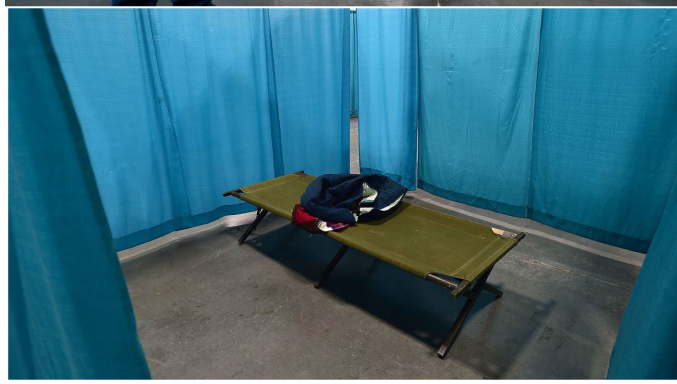
October 2020: Agreement reached to launch 12-month "Off The Streets" project; Memorandum of Agreement formalized to guide temporary operations; HomeFront purchases Western Inn for the project

December 2021: Catastrophic sewage leak forces permanent closure of "Off The Streets" with guests relocated to Billings First Church

April 2022: Seasonal sheltering efforts at Billings First Church come to a close







Q&I	October	November	December	January	February	March	April	May	June	July	August	September	October	November	TOTAL
Unique Individuals Served	7	29	28	18	8	5	--	--	--	--	--	7	14	15	**131**
24 Hour Days Stayed	9	215	207	103	57	14	--	--	--	--	--	36	102	174	**917**

COMMUNITY MEMBERS SERVED

October 30, 2020 – November 30, 2021

LBS	October	November	December	January	February	March	April	May	June	July	August	September	October	November	TOTAL
Unique Individuals Served (Cumulative)	--	29	71	122	169	230	268	313	325	336	358	366	382	401	**401**
Nights Stayed (Cumulative)	--	105	869	1801	2972	4332	5772	7608	9160	10385	11746	12956	14484	15848	**15848**

COMMUNITY MEMBERS SERVED

November 16, 2020 – November 30, 2021

REMARKABLE SUCCESS

LESSONS LEARNED FROM OFF THE STREETS SHELTER

LOCAL & STATE



MIKE CLARK PHOTOS, BILLINGS GAZETTE

Rachel Bailey tidies up a room while giving a tour of the low-barrier shelter Off the Streets in Billings on Wednesday.

Downtown low barrier shelter will stay open

Off The Streets is working better than expected

ROB ROGERS
rrogers@billingsgazette.com



Rachel Bailey shows the pajamas given to guests while giving a tour of the low-barrier shelter Off the Streets in Billings on Wednesday. Guests at Off the Streets are given pajamas to wear while their clothes are washed overnight.

Off The Streets, the low-barrier shelter that opened last fall in downtown Billings, will continue operating after showing significant success and seeing a continued strong demand for services.

"This has been a really busy shelter," said Wyeth Friday, planning director for the city of Billings. "The demand has been so great in the community that it was clear it needed to operate another season."

The community groups that help run Off The Streets hope they'll get the financial support they need to keep operating.

"It's going to require community support," said Kari Boiter, executive director of Continuum of Care.

Off The Streets is a last-resort shelter set up last fall by Continuum of Care, a group of more than 20 local organizations that assist, manage or treat members of Billings' vulnerable and transient populations. The shelter is housed in the former Western Inn downtown.

Those who use Off The Streets have to check in every evening and leave every morning. When they arrive they're screened by the Community Crisis Center

...ings shelters if they qualify.

Since opening last October, Off The Streets has shown remarkable success.

"These guys are doing a great job deflecting, deferring and keeping problematic individuals — or people who would be out on the streets — off the streets," Billings Police Chief Rich St. John told the City Council this week.

To illustrate, St. John pointed to the low number of service calls the police department received over the last 12 months from the shelter. In all, Billings PD received 46 calls for service from Off The Streets, an average of roughly one a week, St. John said.

By comparison, St. John pointed to the high number of ...ceived from two other shelters over the last 12 months. One generated 312 calls for service and the other generated 361 calls, he said.

The top three calls that originated from Off The Streets were for disturbances, suspicious activity and trespassing, and they originated from shelter staff.

"That means you've got a staff that's paying attention and holding (shelter residents) accountable," St. John said.

Initially Off The Streets was only going to be open a year. It was launched last October in part with federal COVID-19 and FEMA dollars. The community needed a place that could function as a quarantine and isolation center for members of the home... ...were tested for COVID-19 and didn't have a safe place to isolate.

HAB Development, an arm of the Housing Authority of Billings, had purchased the former Western Inn on Second Avenue North prior to the pandemic and the building, with its individual rooms, seemed like the perfect place to quarantine and isolate transient and homeless COVID contacts.

Continuum of Care is still waiting for reimbursements from those federal agencies.

The rest of the space at the shelter was then designed to facilitate low-barrier housing for those who were unable to find shelter elsewhere in Billings, particularly during the winter when cold and inclement overnight weather can be deadly.

Demand for the services provided by Off The Streets is still high and community and public safety leaders see the need for it to continue operating. However, to do so it'll need some kind of funding from the community, Boiter said.

The federal dollars only support the COVID isolation operations.

To help the building remain operable, Continuum of Care will receive a $450,000 federal Community Development Block Grant. The funds will be used to keep the shelter's aging boiler operational through the winter, install more modern heating and cooling units in individual rooms and make other repairs to the ...

Since
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week.

over ... shooting contests over issues such as how racial issues are taught, masks in schools, and COVID-19 vaccines and testing requirements.

Republicans say Garland went too far in instructing Justice Department divisions to coordinate with local law enforcement. In his memo Garland said there had been "a disturbing spike in harassment, intimidation, and threats of violence against school administrators, board members, teachers, and staff who participate in the vital work of running our nation's public schools."

An accompanying news release mentioned the FBI, the department's criminal division, national security division, civil rights division and other parts.

"The obligation of the Justice Department is to protect the American people against

Please see GARLAND, Page A9

AG confirms his deputy was involved in hospital dispute

SAM WILSON AND HOLLY MICHELS
holly.michels@lee.net

Montana Attorney General Austin Knudsen on Wednesday confirmed Chief Deputy Attorney General Kristen Hansen was one of the public officials ...

POLICE PERSPECTIVE

CELEBRATING SUCCESS

SAFE & SECURE

Off the Streets averages less than one police call per week

Neighbors indicate there was so little disruption, they weren't sure the shelter was operating

"Cadillac of Programs"
– Chief Rich St. John



ON TIME

OTS opened within 48 hours of the targeted operational date

Transition planning is on schedule





UNDER BUDGET

Average monthly costs are lower than projected
$80,00 vs. $100,000

OTS operations continued even when $400,000 in FEMA funding was not distributed



MEETING THE NEED

OTS serves dozens nightly and allows the Crisis Center to focus on high-need clients

OTS serves medical needs beyond Q&I

OTS moves people into housing, community programs, treatment, and employment

CELEBRATING SUCCESS

FACILITY ACQUISITION

Western Inn purchased with 100% private funds by HAB Development (HomeFront subsidiary)

From buy/sell to operational in less than 60 days!



DONOR SUPPORT

St. Vincent Hospital, Foundation & Mission Fund

RiverStone Health

HRDC District 7

Travis Dimond/
Spare Change for Real Change





CRITICAL STAFFING

RiverStone funds OTS Director

HRDC funds CoC Director

JCV Housing Navigator

United Way of Yellowstone County serves as CoC Backbone & Fiscal Agent



COORDINATED ENTRY

Increased provider participation in Coordinated Entry System, improving overall coordination of services in the community and quality data for the Homeless Management Information System (HMIS)

Overnight Stays	Billings First Church	MRM Emergency Shelter	Community Crisis Center
December 30 – January 31	1052	143	1113
February 1 – February 28	748	114	1027
March 1 – April 2	645	36	1063
TOTAL	**2444**	**293**	**3203**

NIGHTLY CLIENT FLOW

December 30 2021 – April 3, 2022



Continuum of Care Strategic Plan

Continuum of Care

Our **VISION** is a thriving community with

- Accessible, safe shelter
- Affordable housing
- Compassionate neighboring
- A dedication to hope, unity, and equity

where homelessness is brief, rare and non-recurring and no one faces housing instability alone.

The **MISSION** of the Continuum of Care is to create sustainable pathways to safe and stable housing for people who are at risk of or actually experiencing homelessness in Yellowstone County.

CORE VALUES

Leadership
Dignity
Accountability
Innovation
Trust

PREVENTION: Identify the root causes of homelessness in Billings & implement targeted prevention strategies to reduce new incidences of homelessness by 25% between 2021 and 2025.

SYSTEMS ALIGNMENT: Support the development and implementation of a coordinated Crisis Continuum for all persons at risk of or actually experiencing homelessness by December 2025.

INFRASTRUCTURE: Invest in 1-2 critical infrastructure projects in the community to prevent and reduce homelessness.

CAPACITY BUILDING: Build and enhance the community capacity to tackle homelessness and housing issues so that comprehensive housing policies and equitable employment practices can be adopted and implemented by critical stakeholders in the community.

OPERATIONS: Formalize and strengthen Continuum of Care structures so that the coalition can sustain operations over time.

HOUSING IS PUBLIC SAFETY

HOUSING IS INFRASTRUCTURE

HOUSING IS HEALTHCARE

STRATEGIC STEPS TO REDUCE HOMELESSNESS

In recent years, significant work has been done in Yellowstone County by the CoC and SAC to develop an operational crisis continuum – bringing relevant agencies together to ensure that crisis response is delivered without significant gaps or overlaps in service.

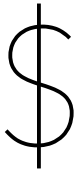
Reducing homelessness in our county will require both an operational crisis continuum and a physical continuum of housing facilities that respond to crisis. These critical investments will provide a bridge out of homelessness, transition people into permanent housing, and provide ongoing support to vulnerable populations.



Off the Streets was a temporary project, borne out of a global pandemic, that served as an important prototype for developing a community-wide response to homelessness in Yellowstone County



Low/No Barrier Shelter and Permanent Supportive Housing are identified as top priorities in the CoC Strategic Plan



A longer term or permanent low/no-barrier shelter will require a different staffing and operational model than Off The Streets, as well as stable funding



Capital improvements or new construction will be needed to continue a low/no-barrier shelter in the community

City Council Regular

Date:	05/09/2022
Title:	First Reading and Public Hearing - Ordinance 21-5783 Correction of Legal Description
Presented by:	Karen Husman
Department:	Planning & Community Services
Presentation:	Yes
Legal Review	Not Applicable

RECOMMENDATION
Staff recommends approval of first reading to amend Ordinance 21-5783.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
City Zone Change 1000-City Council approved Zone Change 1000 on first reading on October 25, 2021, and on second reading on November 8, 2021, under City Ordinance 21-5783. Zone Change 1000 was a zone change request from Mid-Century Neighborhood (N-2) to Neighborhood Office (NO) approved with an incorrect legal description on the ordinance; Lot 10, Block 1 of Arrowhead Subdivision. This is a request to amend the legal description cited in the ordinance to read as follows: "ARROWHEAD SUBDIVISION, SECTION 22, TOWNSHIP 1 NORTH, RANGE 26 EAST, BLOCK 1, LOT 10, WEST 50' OF LOT 10 AND THE EAST 25' OF LOT 11 (LESS 750 SQ FT STREET)". The entire property was properly represented in the zone change process but the legal description did not include the area of the property that was the subject of the zone change. The corrected description matches the entire location of the intended new zone district of Neighborhood Office (NO) at 436 Wicks Lane. The incorrect ordinance only identified the property as Lot 10 of Arrowhead Subdivision and omitted the East 25' of Lot 11 (Less 750 sq. ft. Street). The full legal description was inadvertently excluded from the ordinance.

STAKEHOLDERS
The City Council must hold a public hearing to amend the ordinance. The hearing is not on the zone change, but rather the amendment of the legal description. Two readings will be required.

ALTERNATIVES
City Council should:

- Approve the corrected ordinance. The correction to the legal description needs to be approved to properly map and record the change in zoning for the property that was approved by the Council.

FISCAL EFFECTS
This item has no impact on the Planning Division budget.

SUMMARY
The original ordinance (copy) and the corrected ordinance are attached.

Attachments

Corrected Ordinance
Ordinance to be corrected

Correcting ORDINANCE 21- 5783

AN ORDINANCE TO CORRECT THE LEGAL DESCRIPTION FROM ORDINANCE 21-5783 ADOPTING A NEW ZONE CLASSIFICATION ON ARROWHEAD SUBDIVISION, SECTION 22, TOWNSHIP 1 NORTH, RANGE 26 EAST, BLOCK 1, LOT 10, WEST 50' OF LOT 10 AND THE EAST 25' OF LOT 11 (LESS 750 SQ FT STREET)

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

Section 1. **RECITALS.** *Title 76, Chapter 2, Part 3, MCA,* and *Sections 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Council adopted ordinance 21-5783 on October 25, 2021 and November 8th, 2021, intending to change the zoning for the above legally described parcel of land and as recommended by the City Zoning Commission. The original ordinance inadvertently excluded the full legal description of the parcel generally located at 436 Wicks Lane.

Section 2. **CORRECTED LEGAL DESCRIPTION. ARROWHEAD SUBDIVISION, SECTION 22, TOWNSHIP 1 NORTH, RANGE 26 EAST, BLOCK 1, LOT 10, WEST 50' OF LOT 10 AND THE EAST 25' OF LOT 11 (LESS 750 SQ FT STREET),** was zoned **Mid-Century Neighborhood (N-2)** and is shown on the official zoning map within this zone.

Section 3. ***ZONE DISTRICT AMENDMENT.*** The official zoning map is hereby amended the zoning for **ARROWHEAD SUBDIVISION, SECTION 22, TOWNSHIP 1 NORTH, RANGE 26 EAST, BLOCK 1, LOT 10, WEST 50' OF LOT 10 AND THE EAST 25' OF LOT 11 (LESS 750 SQ FT STREET),** is hereby changed from **Mid-Century Neighborhood (N-2)** to **Neighborhood Office (NO)**, and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Neighborhood Office (NO),** as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other

provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 9th day of May, 2022.

PASSED, ADOPTED and APPROVED on second reading this 23rd day of May, 2022.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1000, 436 Wicks Lane

Correcting Ordinance 21-5783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ORDINANCE 21-5783

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION ON LOT 10, BLOCK 1 OF ARROWHEAD SUBDIVISION, BE AMENDED

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

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

Section 2. **DESCRIPTION.** **Lot 10, Block 1 of Arrowhead Subdivision** is presently zoned **Mid-Century Neighborhood (N-2)** and is shown on the official zoning map within this zone.

Section 3. ***ZONE DISTRICT AMENDMENT.*** The official zoning map is hereby amended the zoning for **Lot 10, Block 1 of Arrowhead Subdivision,** is hereby changed from **Mid-Century Neighborhood (N-2)** to **Neighborhood Office (NO)** as shown on the attached exhibit, and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Neighborhood Office (NO),** as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 25th day of October, 2021.

PASSED, ADOPTED and APPROVED on second reading this 8th day of November, 2021.

CITY OF BILLINGS

BY: William A. Cole
William A. Cole, Mayor

Attest:

BY: Denise R. Bohlman
Denise R. Bohlman, City Clerk

Zone Change 1000, 436 Wicks Lane


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City Council Regular

Date:	05/09/2022
Title:	Zone Change 1008- Shiloh Rd and Zoo Drive - Neighborhood PND - From A to N2, NO, and P1- Second Reading and Public Hearing
Presented by:	Karen Husman
Department:	Planning & Community Services
Presentation:	Yes
Legal Review	Not Applicable

RECOMMENDATION

Zoning Commission recommends approval and adoption of the findings of the ten review criteria for Zone Change 1008, a Neighborhood PND zone change type from Agriculture (A) to Mid-Century Neighborhood (N2), Neighborhood Office (NO) and Public 1 (P1). A concurrent annexation is in progress. The Council recommended approval on a 10-1 vote during its first reading on April 25, 2022. It is recommended in keeping with its first reading action that City Council approve the zone change on second reading.

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

Zone Change 1008 is a zone change request from Agriculture (A) to N2, NO, P1, using the Planned Neighborhood Development process provided in Section 27-800 of the zoning regulations. The legal description of the parcel is Parcel C, C/S 1100 Amended, a 20.58 acre parcel of land, near the intersection of Shiloh Rd. and Zoo Dr. A pre-application neighborhood meeting was held on December 15th at 6:00 p.m. virtually on Zoom. A concurrent annexation is in progress.

This zone change request is for a new neighborhood to be developed on the west side of Shiloh Road south of the intersection with Hesper Road and near the intersection of Shiloh Road and Zoo Drive. This is a Neighborhood PND type that requires at least two "N" zone districts along with a 2% minimum of Public 1 (open space). The PND process is a new zoning tool to help guide the coordination of annexation, subdivisions, and master planning for new city neighborhoods. The previous zoning code allowed urban-type zoning districts in both the city and the county. In many cases, developers were "pre-zoning" parcels in the county prior to annexation. This new PND tool allows developers to process all the zoning with the City Council, phase the annexation of the property (if necessary), and coordinate both of these processes with subdivision or master site plan review. The new tool applies a level of certainty to all stakeholders, including the surrounding property owners.

This zone change is for a Neighborhood PND type and includes neighborhood residential zoning (N2), Neighborhood Office (NO) zoning and Open Space (P1) district. Initially, the developer proposed the N2 zoning on the west side of the property with the NO on the east side with a linear P1 between the zones. In consultation with staff, an updated site plan from what was originally submitted with the application has been provided which depicts the P1 open space along the BBWA canal and further provides additional access to the south and connects through streets. The PND rules do not allow the designation of N1, N2 or N3 on an arterial street such as Shiloh Road. The NO zone does allow several uses including 1 to 4 family dwellings, live/work units, offices and some service businesses. It is not a true "mixed-use" zone in the zoning regulations because development of residential uses can be allowed without a commercial component.

APPLICATION DATA
OWNER: Shiloh Farm, LLC
AGENT: Performance Engineering, Robert Neihart & Scott Aspenlieder
LEGAL DESCRIPTION: Parcel C of C/S 1100, Amended
ADDRESS: Generally located west of Shiloh Road, north of the intersection of Zoo Drive and south of Hesper Road
CURRENT ZONING: Agriculture (County) - A
EXISTING LAND USE: Agriculture - vacant land
PROPOSED USE: New city neighborhood
SIZE OF PARCEL: 20.58 Acres

CONCURRENT APPLICATIONS:
Petition for Annexation 22-01

SURROUNDING ZONING AND LAND USE:
NORTH: Zoning: Agriculture (A)
Land Use: Agriculture - vacant land
SOUTH: Zoning: Agriculture (A)
Land Use: Agriculture - vacant land
EAST: Zoning: Heavy Commercial (CX)
Land Use: Vacant Agriculture
WEST: Zoning: Agriculture (A)
Land Use: Agriculture - vacant land

This area of Billings has experienced a great deal of growth and development in the past decade. This includes three Planned Development zones, customized zoning for specific parcels, that include mixed uses, residential development and medical facilities. Housing demand has reached a high level while supply of all types of housing choices has not kept up with the demand. At least two decades ago, local planning and growth policy documents indicated a need for independent living units for aging residents who want to "downsize" from a maintenance heavy single family dwelling on a large lot to unit ownership or townhomes as well as rental apartments. The 2010 Census indicated Billings, like many other urban areas, saw a reduction in average household size to 2.3 persons. Smaller households, aging residents and the higher costs of all housing has driven the demand for apartments, townhomes, and smaller multi-family products. Developers have made robust investments in multi-family dwelling choices north of this property along the Shiloh corridor in Lenhardt Square already including the InterUrban and Interpointe Apartments, and the KWO Apartments. A new multi-family project is planned for the northern piece of Lenhardt Square. Several other multi-family developments have come on-line in the last 15 years around King Avenue West and Shiloh Road including Long Beach Apartments, Affinity at Billings (age restricted), and Hoop Dreams Apartments and condominiums. Apartments, townhomes and unit ownership housing choices are still in high demand in Billings especially in areas close to shopping, schools and recreational opportunities.

There are challenges to an area of urban development that is on the edge of the city limits. These challenges include ensuring the adjacent county property owners and uses are protected as much as possible from conflicts with the new urban neighborhood residents and uses. This is not meant to ensure similarity or homogenous development patterns between the city and county, but the development plan includes buffering, connectivity where and when needed, and recognition of similar goals for both types of property. The 2016 Billings Growth Policy and the 2001 West Billings Neighborhood Plan goals and policies support the proposed PND. The West Billings Neighborhood Plan goals and objectives stated the need to locate compatible uses and offer a range of housing choices and development densities. The proposed zone change supports these goals. The 2016 Billings Growth Policy supports a broad range of housing choices, encourages more walkable neighborhoods with connectivity to other transportation options, and building the community fabric through urban designed public spaces. The proposed zone change supports these goals as well.

STAKEHOLDERS

The applicant and agent conducted a pre-application neighborhood meeting on December 15, 2021, and there were no surrounding owners in attendance. The meeting was held in a virtual format. A summary of the meeting is included as an attachment. A PND zone change process requires notification of all owners within 1/4-mile of the subject property. The list for this zone change includes 22 owners.

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

Zoning Commission Hearing

Planning staff did not receive any public comments prior to completing the staff report for the zone change. The Zoning Commission held its public hearing on April 5, 2022. Staff gave a brief presentation and the applicant's agent Scott Aspenlieder, with Performance Engineering, concurred with staff's recommendation. Scott said the changes on the site plan that were made just as the staff report was submitted is a result of working with staff to address some design concerns that the City Council had made regarding the PND developments. The site plan submitted indicates one permanent access granted and one gated for an emergency access only, both accesses will be a right turn in/right turn out only. He said they were working with Montana Department of Transportation (MDT) to get approval for a second right in, right out access from Shiloh Road so it would not be limited to emergency access. He clarified this requires approval of the Transportation Commission since Shiloh is a controlled access road. He also said the streets are proposed as private internal streets, and although they are shown on the submitted site plan, they are subject to change depending on approvals from City Engineering and MDT, as well as the overall design layout that must be approved with a Master Site Plan review. Scott said the P1 district to the north along the canal is intended to

have the walking path connect to the existing path along Shiloh Road, and the sidewalks in the development would be connected to the path as well. The developer is working with staff to ensure connectivity to the south as those properties develop.

Commissioner Trina White asked if there was a possibility the applicant would consider acquiring the property to the south in order to develop that portion of Zoo Drive. Scott said they had tried to negotiate purchasing a portion of the property but had not been successful. He said they had attempted to purchase part of the parcel to the south in an effort to include developing a portion of the end of Zoo Drive as part of the project, but had been unsuccessful. If the opportunity arises in the future, the developer would be willing to negotiate a purchase again. He added there will likely be a City requirement if an application for annexation of that property is submitted in the future for dedication of ROW to extend Zoo Drive and complete the fourth leg of the roundabout at the intersection of Shiloh Road and Zoo Drive when the south property is developed.

There were no public comments received during the public hearing. Zoning Commissioner Dan Brooks made a motion to forward a recommendation of approval to the City Council, along with the findings of the review criteria, the motion was seconded by Commissioner David Goss, and approved with a 5-0 voice vote.

City Council Hearing

City Council held a public hearing April 25, 2022. Staff provided an overview of the zone change request and annexation. Scott Aspenlieder, the applicant's agent provided information during the public hearing. Mr. Aspenlieder touched on specifics related to the work with MDT on approval of a second point of access, his firm's process for preparation of a traffic impact study, MDT and City review of the study and other traffic data, and the neighboring BBWA canal and property. Council expressed concerns about the proximity of the canal to the development and cited very recent BBWA staff comments about the impact of development on the canal corridor. There was no other public testimony. City Council voted to approve the zone change on first reading on a 10-1 vote. Council Member Rupsis voted nay siting criteria 2, 7, 8 and 10, and further stating that even with the use of the NO zone it was not the developers intent to include commercial office space in this development.

ALTERNATIVES

The City Council may:

- Approve and adopt the findings of the ten review criteria for Zone Change 1008; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1008; or,
- Delay action on the zone change request for up to 30 days; or,
- Allow the applicant to withdraw the zone change request.

FISCAL EFFECTS

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

SUMMARY

Before taking final action and a final determination, the City Council shall consider the following findings of the ten review criteria:

1) Is the new zoning designed in accordance with the Growth Policy?
The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy and the West Billings Neighborhood Plan (2001):

The West Billings Neighborhood Plan goals and objectives stated the need to locate compatible uses and offer a range of housing choices and development densities. The West Billings Plan adopted a number of Goals, Policies, and Implementation Strategies. The proposed Neighborhood PND process for the property is consistent with the following adopted Policies of Planned Growth
Goal 1: Establish Development Patterns that Use Land More Efficiently;
Policy R "Encourage innovative land-use planning techniques to be used in building higher density and mixed-use developments as well as infill developments." It should be noted this goal is twofold, it addresses both higher density uses and infill. Neither are exclusive to one another. This project is not an example of infill, though services are nearby. This goal is referenced solely because of its reference to encouraging uses of land that aid in building high density developments.

The proposed zoning is compatible with goals of the West Billings Neighborhood Plan. The proposed zone change and street layout will accommodate uses that are compatible in a mixed-residential environment. The proposed development will also have good access to outdoor activities and is in proximity to developing commercial activity

and transportation options.

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

- Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels
- Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, goodwill and social interaction
- Safe and livable neighborhoods can be achieved through subdivision design that focuses on complete streets, pedestrian-scale street lights, street trees and walkable access to public spaces.

Home Base:

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

The proposed layout for the property will allow the higher density housing or low-impact commercial development to be located adjacent to the arterial street frontage to make the most effective use of this valuable street frontage. Developing the N2 neighborhood to the west and the NO district to the east will allow a mixture of housing types with a buffer of P1 between the two. The NO will also allow a low impact type of commercial development along with the residential choices.

2) Is the new zoning designed to secure from fire and other dangers?
The zoning requires minimum setbacks, open and landscaped areas and building separations. The zoning assembly and street layout is designed to secure the development from fire and other dangers.

3) Whether the new zoning will promote public health, public safety and general welfare?
Approval of the overall zoning plan and street layout will provide certainty both for the property owner and the surrounding owners. Annexation and provision of public health and safety services from the city will promote the general welfare of the area.

4) Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?
Transportation: The new zoning is located along an existing MET route which services the west end of Billings.
Water and Sewer: The City will provide water and sewer to the property. There will be no significant or unexpected impacts to the system from the proposed changes. The City has anticipated growth and the impact on City infrastructure to both water and sewer.
Schools and Parks: Schools and parks may be effected by the proposed zone change and development of a new city neighborhood depending on the potential tenants. SD #2 did not provide any comments.
Fire and Police: The subject property is served by city public safety services. The Police and Fire Departments had no concerns with the zone change.

5) Will the new zoning provide adequate light and air?
The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air. The proposal includes developing a mixture of housing opportunities with open space and park areas located throughout the project providing adequate light and air. All new construction will align with new building and zoning codes which ensure that setbacks and proper spacing ensures light and air within the development.

6) Will the new zoning effect motorized and non-motorized transportation?
Non-motorized travel -- walking and biking -- is an essential part of the circulation plan both within the proposed development and connecting to adjacent areas. Pedestrian connections will be ensured through the development. The proposed project will have some impact on the motorized transportation system in the area as it was historically agricultural property. The developer has begun the process of coordinating with the City of Billings and MDT for completion of a traffic study to be submitted at the time of master site submittal. The development will have a positive impact on non motorized transportation as it will connect to multi-use paths along Shiloh Road.

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

The proposed increase in the overall development density is compatible with urban growth and the provision of city level services to the new residents. The proposed project is similar in zoning to the surrounding proposed developments. By including medium density NO zoning along Shiloh Road and placing the N2 on the interior of the development the plan is intended to align with the desired higher density zoning along arterial streets.

8) Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
The proposed development continues the character of the district while also providing diversification in housing options. Currently, the new development in the area is primarily commercial. When developed this parcel will add a mix of housing options to the area and add diversity to this part of Billings.

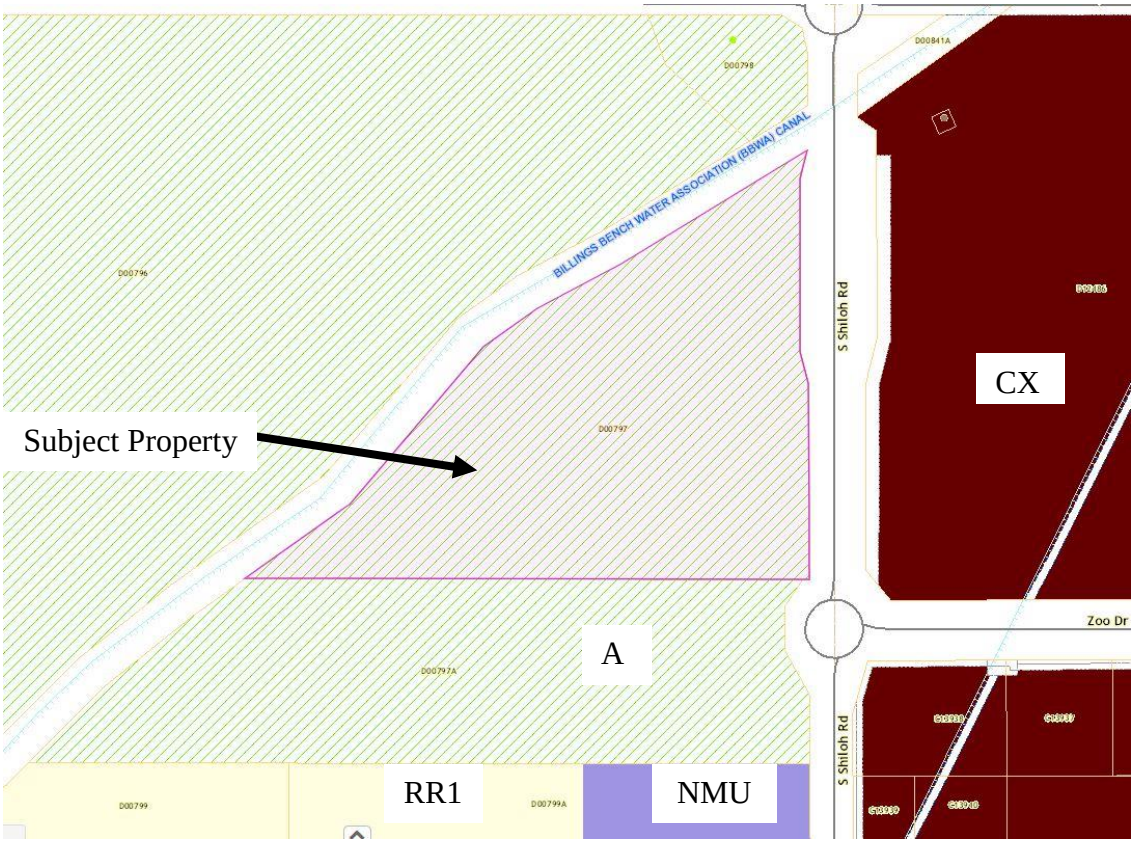
9) Will the new zoning conserve the value of buildings?
The property is an undeveloped agricultural parcel. Approval of the zone change will provide certainty to surrounding landowners and may help to maintain property values of adjacent buildings. Additionally, properties that are in the outlying county area may be more attractive with the possibility of City services as they are closer and more available due to the annexation and development of the property.

10) Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed Neighborhood PND zone change process with N2, NO and Public 1 zoning will encourage the most appropriate use of this land in Billings. The proposed development is located on the western border of the City limits and is within the annexation area. The proposed zoning meets the intent of the zoning code close to major intersections.

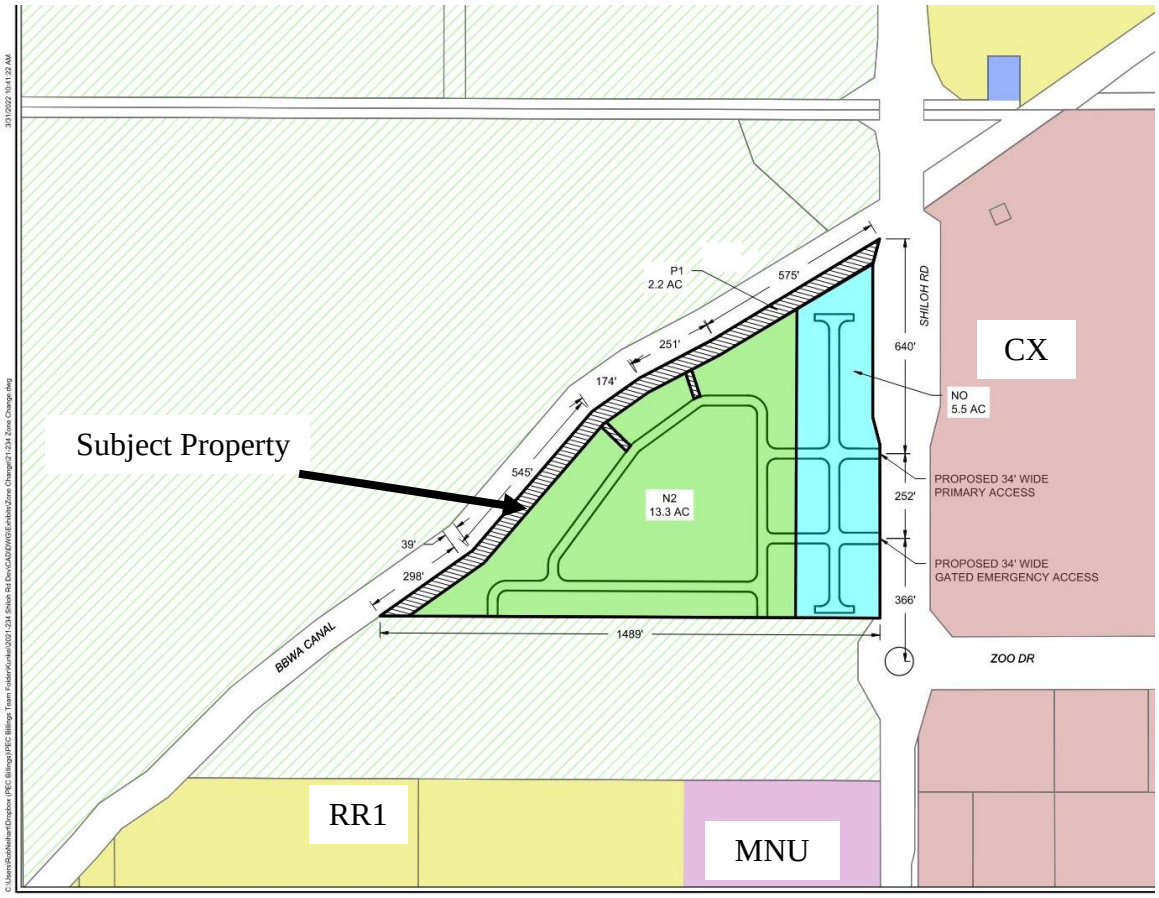
Attachments

Zoning Map and Site Photos
Application & Applicant Letter
Zoning History
Preapplication Meeting Held
Ordinance with exhibit

Zoning Map & Site Photos



Existing



Proposed PND


S Shiloh Rd
Shiloh Rd
Zoo Dr


ZONING
REQUEST



West



North



South



South West

ZONE CHANGE REQUEST

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the Yellowstone County Regulations.

Check one: ☑ **City of Billings Zone Change** ☐ **Yellowstone County Zone Change**

Address: Near the intersection of Shiloh Rd. and Zoo Dr.

Legal Description: Parcel C of COS 1100 Amended

STATEMENT: Answer the following questions on a separate document and upload to the online project attachments.

1. In what ways is your proposal consistent with the goals and policies of the adopted Growth Policy? Explain your need for the intended zone change and why the property cannot be used under the existing zoning.
2. Explain how the new zoning will fit in with the existing zoning and land uses of the immediate area.

REQUIRED UPLOADS Online Applications: https://services.billingsmt.gov/citizenaccess/

--Pre-Application Statement of Owner(s) or Agent(s) affirming pre-application meeting was held, and include the following: 1) the pre-application neighborhood meeting was held, and 2) the zone change application is based on materials presented at the meeting. Include a copy of the meeting notice, written materials mailed or provided at the meeting, the sign-in sheet of attendees, and a brief synopsis of the meeting results.

--Signed Application and Zone Change Statement (Zone Change questions)

--Site Plan

--Typed Mailing Labels Certified Surrounding Property Owners

--Radius Map & Certified List of Property Owners

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

Recorded Owner(s): Shiloh Farm, LLC

Owner's Address: 730 Bluegrass Place, Billings, MT 59106

Owner's Phone Number: (406) 208-0718 **E-mail** Joellong@mac.com

Applicant/Agent: Performance Engineering, Robert Neihart

Applicant/Agent's Address: 608 N. 29th Street, Billings, MT 59101

Applicant/Agent's Phone Number: 406-384-0080 **E-mail** rob@performance-ec.com

Signature of Recorded Owner(s): Joel John Long Date 12/23/21

AUTHORITIES: Procedures and Review Criteria for Zone Change requests Billings Montana City Code (BMCC) Section 27-1502 et seq. SEC. 27-1502. AMENDMENTS TO CHAPTER. (a) General. This chapter, including the official zoning map, may be amended only by the city council but no amendment shall be finally approved by the city council unless it has been submitted to the city zoning commission for review and recommendation. Proposals to amend this chapter, including the official zoning map, may be initiated by the city council or by the board of planning. Proposals to amend this chapter, except for the official zoning map, may also be initiated by the city zoning commission. Before enacting an amendment to this chapter, the city council shall give public notice and hold a public hearing thereon. Before enacting on its own motion an amendment to the official zoning map, the city council shall provide written notification by mail of such amendment to each property owner whose name appears on the last tax record of the property subject to the amendment. The notification shall include what the proposed amendment is, the time, date and place of the public hearing on the proposed amendment. Such notification shall be made no less than fifteen (15) days nor more than thirty (30) days in advance of the date of public hearing.

AUTHORITIES: Procedures and Review Criteria for Zone Change requests Unified Zoning Regulations Section 27-1508 et seq. SEC. 27-1508. AMENDMENTS TO CHAPTER. (a) General. Although each zoning district is primarily intended for a predominant type of use, there are a number of uses which may or may not be appropriate in a particular district depending upon all the circumstances of the individual case. For example, the location, nature of the proposed use, the character of the surrounding development, traffic capacities of adjacent streets and potential environmental effects, all may indicate that the circumstances of the development should be individually reviewed. It is the intent of this chapter to provide a system of review of such uses so that the community is assured that the uses are compatible with their locations and with surrounding land uses, and will further the purpose of this chapter and the objectives of the comprehensive plan. ****Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the

PERFORMANCE ENGINEERING
608 North 29th Street, • Billings, MT 59101 • (406) 384-0080

Parcel C of COS 1100 Amended

Zone Change Questions

1. **Explain how the proposed project is consistent with the adopted Growth Policy, Neighborhood Plans, and other applicable city development policies?**

Infrastructure Investments – The proposed project is located along Shiloh Road, adjacent to the western most boundary of the city limits. The project will extend existing water and sewer infrastructure to service the development opening adjacent areas up for annexation and growth within the City as well.

Strong Neighborhoods – The proposed project will utilize a mix of housing options (N2 and NO) to draw individuals of all ages in addition to families. The development is planned in a way as to provide a strong community by providing easy access to pocket parks and outdoor areas for neighbors to gather. Additionally, it is adjacent to the Shiloh Road multi-use path connecting to commercial districts and recreational areas within the City.

Business Access – The proposed development is near the Shiloh Crossing Commercial Park, Shiloh Conservation Area, and Broso Business Park with sidewalk and multi-use trails connecting the to the proposed development. The proximity of the medium density housing to commercial areas located withing this development and adjacent others will attract national and regional businesses building our city's tax base. Attraction of anchor tenants will lead to the draw of smaller local businesses, developing a well-rounded community node where people can find jobs near where they live.

Zoning – The proposed project complies with the regulations outlined in the new zoning code adopting in the Spring of 2021.

2. **Explain how the proposed project meets the 10 zone change criteria.**
    a. **Is the new zoning is designed in accordance with the growth policy?**
    The proposed zoning aligns with the existing growth policy as it located adjacent to the current city boundary and will extend existing infrastructure. Furthermore, the mix of medium density housing will provide for a strong, diversified community.

    b. **Is new zoning is designed to secure from fire and other dangers?**
    The proposed project will extend existing water mains and implement new hydrants for fire protection of the proposed residencies.

    c. **Will the new zoning promote public health, public safety and general welfare?**
    The proposed project will promote a strong diversified community where residents will be able to access businesses via pedestrian routes. Internal green spaces will provide for neighborhood gathering and recreation

within the development. Multi-modal transportation ties to the development provide opportunities to residents and the surrounding pedestrians to connect with the rest of the City.

d. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?
The new zoning is located along an existing MET route which services the west end of Billings. The proposed project will extend existing water and sewer infrastructure in Shiloh Road to the development. The development will also implement a mixture of green spaces and larger park spaces to provide outdoor areas for the residents and public to use. Furthermore, sidewalks and pedestrian paths will interconnect the development to trails along Shiloh Road.

e. Will the new zoning provide adequate light and air?
The development is proposed to provide a mix of housing opportunities with open space and park areas located throughout the project providing adequate light and air. All new construction will align with new building and zoning codes which ensure that setbacks and proper spacing ensures light and air within the development.

f. Will the new zoning effect motorized and nonmotorized transportation?
The proposed project will have some impact on the motorized transportation system in the area as it was historically agricultural property and will move to residential development. The developer has already begun the process of coordinating with City and MDT personnel for completion of a traffic study to be submitted at the time of master site submittal. Additionally, the development will have a positive impact on nonmotorized transportation as it will connect to multi-use paths along Shiloh Road.

g. Will the new zoning promote compatible urban growth?
The proposed project is similar in zoning to the surrounding proposed developments to the east of south. By including medium density NO zoning along Shiloh Road and stepping back to N2 zoning on the interior of the development the plan will align with desired higher density zoning along arterial roads. The proposed zoning will promote compatible urban growth around this important intersection and will help facilitate attraction of anchor tenants will lead to the draw of smaller local businesses, developing a well-rounded community node where people can find jobs near where they live.

h. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
The proposed development continues the character of the district while also providing diversification in housing options for the area. At this point the only development in the area is commercial in nature. Adding a mix of

housing options to the area will only help to add diversity to this part of the City.

i. **Will the new zoning conserve the value of buildings?**
The proposed development will extend city services to areas where current County properties will have the option to connect in, ultimately increasing the value of their property.

j. **Will the new zoning will encourage the most appropriate use of land throughout the City of Billings?**
The proposed development is located on the current western most boundary of the city limits and therefore is the next logical annexation for the City and it meets the intent of the zoning code near major intersections.

2. **Does the new zoning fit with the existing or planned developments within the area.**

The proposed development is a continuation of similar zonings planned along Shiloh Road to the south, consisting of a mixture of medium density residential property. Adding residential development to this part of the City will add diversity and help to draw more commercial and business development to the area.

SUBJECT PROPERTY	Application	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
	None	2021			Previous zone = A-1 Updated zone = A
SURROUNDING PROPERTY	**Application**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
5640 Grand Ave	City ZC 942	1/13/16	A-1 to Public	Y	For a New School
CS 3618	City SR 941	5/9/16	Church	Y	LDS Meeting House
Sunny Cove FF Lots 101 & 124	City ZC 729	5/10/04	A-1 to R-96 & R70	Y	
Sunny Cove FF Lot 65A	City ZC 734	7/12/04	A1 to R-70	Y	
CS 1323 Tr 1&2 & CS 1815 Tract 1	City ZC 803	5/14/07	A-1 to R-150	Y	For Cottonwood Park
Cottonwood Grove	City ZC 734 Annex	2/28/05	A-1 to R-70	Y	
Mont Vista Sub	City ZC 851	7/13/09	PD	Y	
MK Sub	City ZC 925	9/22/2014	NC to CC	Y	The Den
Daybreak Sub	City ZC 920	5/26/2014	A-1 to R-60	Y	
Grand Peaks Sub	City ZC 938	8/24/2015	R-96 to R-70	Y	
Silver Creek Estates	City ZC 940	11/23/2015	R-96 to R-70	Y	
Copper Ridge	City ZC 960	8/28/2017	Un-zoned to R-70 and R-50	Y	
Coal Creek Sub	City ZC 961	1/8/2018	RP to CC	Y	
Hawk Creek	City ZC 971	12/17/2018	NC to PD-NC	Y	Diamond X Brewing
Sweetgrass Creek	City ZC 998	10/11/2021	A to MR-PND with to N1, N2, N3, NX1 and P1	Y	Sweetgrass Creek Subdivision
Buffalo Crossing	City ZC 1011	2/24/22	RR3 to PND (N2, N3, P1)	Y	CS 2735

Billings PLANNING & COMMUNITY SERVICES

ZONE CHANGE APPLICATION MEETING AFFIRMATION

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a zone change application.

Check one: ☑ **City of Billings Zone Change** ☐ **Yellowstone County Zone Change**

Property Address Near the intersection of Shiloh Rd. and Zoo Dr.

Legal Description Parcel C of COS 1100 Amended

City Present Zoning Choose One **City Proposed Zoning?** N2 - Mid-Century Neighborhood

County Present Zoning A Agriculture **County Proposed Zoning** Choose One

Neighborhood Task Force Area? Westend Task Force

Task Force Chairperson Howard Holz

Required Uploads to Online Project Attachments:

- **Zone Change Pre-application Meeting Affirmation Form**
- **Statement:** Written description of the Zone Change Plan including square footage or acres of proposed new zoning.
- **Subject Property Map**
- **Roster of persons who attended the pre-application neighborhood meeting**
- **Meeting Notice and a brief synopsis of the meeting results**

Affirmation:

1) The pre-application neighborhood meeting was held on: December 15, 2021

2) The zone change application is based on materials presented at the meeting.

Recorded Owner(s) Shiloh Farm, LLC

Owner's Address 730 Bluegrass Place, Billings, MT 59106

Owner's Phone Number (406) 208-0718 **E-mail** Joellong@mac.com

Applicant/Agent Performance Engineering, Robert Neihart

Applicant/Agent's Address 608 N. 29th Street, Billings, MT 59101

Applicant/Agent's Phone Number 406-384-0080 **E-mail** rob@performance-ec.com

Signature of Recorded Owner(s) Joel Shiloh Farms **Date** 12/22/21

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

PERFORMANCE ENGINEERING
608 North 29th Street, • Billings, MT 59101 • (406) 384-0080

December 8, 2021

Dear Interested Neighbor,

On behalf of Shiloh Farm, LLC, 730 Bluegrass Place, Billings, MT 59106, Performance Engineering, LLC, is writing to inform you of a zoning pre-application neighborhood meeting being held on **Wednesday, December 15th at 6 PM** virtually on Zoom with the login details provided below.

Please see the following information below for accessing the Zoom meeting:

Join Zoom Meeting
https://us02web.zoom.us/j/88511233147?pwd=RnUxd0xYV0dHeXpZcklwazFuNmN0Zz09
Meeting ID: 885 1123 3147
Passcode: 439646

The meeting is being held to discuss a proposed zone change regarding the existing properties located northwest of the intersection of Shiloh Rd. and Zoo Dr. The owner is requesting that the property shown on the attached exhibit and described below be re-zoned to accommodate annexation and future development:

> **Parcel C, COS 1100 Amended, S22, T01S, R25E in Yellowstone County totaling 20.58 acres, located near the intersection of Shiloh Rd. and Zoo Dr.**

The intent of the meeting is to make neighboring property owners aware of the proposed zoning change for the subject properties, discuss the potential for redevelopment, and to answer questions about the project. The property is currently zoned as A (Agriculture 10 Aces and Over). The zoning proposal to be presented to the City of Billings will be to change the zoning of the land described above from A to N2 (Mid-Century Neighborhood (2 du/structure)), NO (Neighborhood Office), and P1 (Open Space, Parks, Recreation) to accommodate future development. A total of 20.58 acres is included in the proposed zone change.

Representatives for Performance Engineering, LLC as well as the Owners, will be present at the meeting to answer questions from those who attend. For those unable to attend the meeting, written letters can be directed to Performance Engineering at 608 North 29th Street, Billings, MT 59101, attention Robert Neihart, or emails may be sent to rob@performance-ec.com. We look forward to discussing the proposed zoning change with you and hope to see you on **December 15th at 6 PM via Zoom with the login details provided above.**

Sincerely,

Robert Neihart, PE
Project Manager

PERFORMANCE ENGINEERING
608 North 29th Street, • Billings, MT 59101 • (406) 384-0080

Parcel C of COS 1100 Amended
Zone Change Neighborhood Meeting Notes

The meeting was conducted from 6-6:15 PM on December 15th, 2021 via a virtual Zoom meeting. The meeting was hosted by Robert Neihart of Performance Engineering (agent).

One (1) person from the public attended the meeting, Jim Berve acting on the Developer's behalf.

Since no individuals attended from the public the meeting was closed at 6:15.

ORDINANCE 22-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION ON Parcel C of Certificate of Survey 1100, BE AMENDED

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

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

Section 2. **DESCRIPTION.** **Parcel C of Certificate of Survey 1100,** is presently zoned **Agriculture 10 acres or over (A),** a county zone, and is shown on the official zoning map within this zone.

Section 3. ***ZONE DISTRICT AMENDMENT.*** The official zoning map is hereby amended and the zoning for **Parcel C of Certificate of Survey 1100,** is hereby changed from **Agriculture 10 acres or over** a county zone, **to Mid-Century Neighborhood (N2), Neighborhood Office (NO) and Public 1 (P1)** as shown on the attached exhibit, and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Mid-Century Neighborhood (N2), Neighborhood Office (NO) and Public 1 (P1)**, as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law, or upon effective date of Resolution 22-01 approving the annexation of the above territory, whichever is later.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 25th day of April, 2022.

PASSED, ADOPTED and APPROVED on second reading this 9th day of May, 2022.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

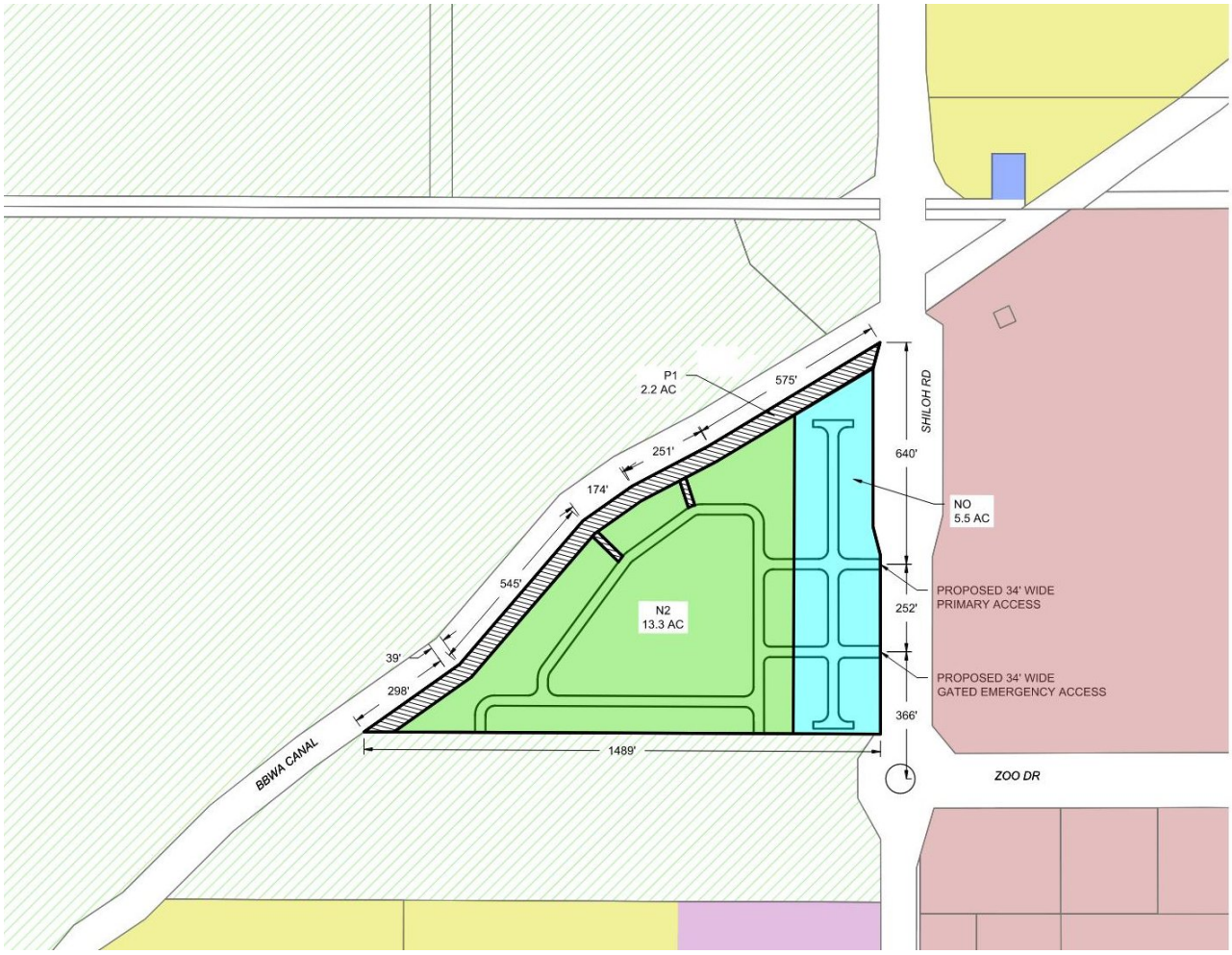
Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1008, Shiloh Farm, LLC

Zoning Exhibit



ZONING LEGEND

- NO: NEIGHBORHOOD OFFICE
- N2: MID-CENTURY RESIDENTIAL
- P1: OPEN SPACE, PARKS, RECREATION
- CX: HEAVY COMMERCIAL
- A: AGRICULTURE (10+ ACRES)
- RR1: RURAL RESIDENTIAL
- NMU: NEIGHBORHOOD MIXED-USE
- N3: SUBURBAN NEIGHBORHOOD

PROPOSED ZONE CHANGE BOUNDARY

City Council Regular

Date:	05/09/2022
Title:	Zone Change 1012 - 2nd reading and Public Hearing - Text Amendment - Zoning Housekeeping Update
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

The Zoning Commission is forwarding a recommendation of approval and adoption of the findings for Zone Change 1012, the housekeeping amendments to the new zoning code, on a 4-0 vote. The City Council held a public hearing on first reading and voted to approve the text amendment. A second reading and public hearing is required to approve an ordinance. In keeping with the first reading action, it is recommended Council approve the item on second reading.

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

Since the adoption of Project Re:Code, planning staff has been monitoring the codes success and providing "warranty reports" to City Council. Since adoption, staff has identified small errors in the code. These errors may be incorrect code citations, may be contradictions, or may require clarity. This housekeeping ordinance is intended to resolve these minor errors. The housekeeping ordinance does not contemplate major changes, but does have a few changes that are proposed amendments to the code and how it functions (See the attachments for details). More substantive items are being evaluated and will be proposed for Council consideration later this year.

STAKEHOLDERS

Planning staff and the Zoning Commission did not receive any public comment on the proposed housekeeping amendments to the new zoning code. The Zoning Commission reviewed the amendments at the public hearing on April 4 and made a minor adjustment to the section regarding sign measurement to further clarify the code. No other revisions were made to the draft ordinance. Commission member Greg McCall made a motion to recommend approval and adoption of the findings of the 10 review criteria to the City Council. The motion was seconded by Commission member Dan Brooks. The Commission voted 4-0 in favor of the motion.

The City Council held a public hearing on first reading and received the Zoning Commission recommendation at its meeting on April 25. The City Council did not receive any testimony at the public hearing. The City Council asked general questions on the text amendments. CM Neese moved to approve all amendments and make the technical amendments to the draft ordinance, with the exception of Line Item 2 in Table 27-300.4-A and Line Item 2 in Table 27-400.7-A, which were separated out for individual actions. The motion was seconded by CM Shaw. The Council voted 11 to 0 to approve the text amendment on first reading with the technical amendments and with the table exceptions. CM Rupsis moved to approve the excepted Tables from the first vote and CM Joy seconded the motion. The Council voted 8 to 3 to approve the tables as presented in the ordinance.

ALTERNATIVES

The City Council may:

- Approve and adopt the findings of the ten review criteria for the text amendments as the Council did on first reading; or
- Approve and adopt the findings of the ten review criteria with changes to the proposed text amendments; or
- Approve some of the proposed text amendments; or
- Deny the amendments and adopt different findings of the ten review criteria for the text amendments; or
- Delay action on the text amendments to the next City Council hearing date.

The Council approved the text amendments on first reading on April 25, 2022.

FISCAL EFFECTS

Approval of some or all of the text amendments to the zoning regulations will have a financial impact on the City Clerk's and maybe the Planning Division's budget. The city contracts with MuniCode to incorporate changes to the

city's code to ensure consistency and accuracy. MuniCode charges the city for this service. City Administration has historically distributed these costs to departments and divisions based on the code amended, although the City Code is for the benefit of everyone in Billings and not one Division or Department. Changes to the zoning code text may be charged to the Planning Division budget under past practice.

SUMMARY

Prior to making a recommendation to the City Council, the Zoning Commission shall consider the following:

1. Is the new zoning designed in accordance with the Growth Policy?
The proposed minor amendments are consistent with 2016 Growth Policy and the Project ReCode Guiding Principles:
2016 Growth Policy:

- Essential Investments (relating public and private expenditures to public values)
- Place Making (Enhance, maintain, preserve, and improve existing public places)
- Community Fabric (attractive, aesthetically pleasing, uniquely Billings)
- Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods)
- Home Base (healthy, safe and diverse housing options)
- Mobility and Access (transportation choices in places where goods and services are accessible to all)
- Prosperity (promoting equal opportunity and economic advancement)

Project ReCode Steering Committee Guiding Principles (2019):

- CLARIFY AND SIMPLIFY - All new regulations will be written in Plain English to maximize readers' ability to find what they need, understand what they find, and use what they find to meet their needs.
- REGULATE WHAT MATTERS - The regulations will have a clear alignment with community goals today while allowing for changing goals in the future.
- PRESERVE AND PROTECT THE RIGHTS OF OWNERS AND RESIDENTS - The regulations will recognize and incorporate clear and well-defined processes that uphold property rights and access to housing choices.
- PREVENT CONFLICTS - The regulations will be internally consistent and will not create direct or un-reconcilable conflicts.
- OPTIONS AND CONTEXT - The regulations will provide a range of site development options with clear criteria and guidelines for allowing alternatives to future development as well as changes to existing neighborhoods as the community's goals change.
- MAINTAIN WHAT WE CARE ABOUT - The regulations will encourage stability of existing neighborhoods while allowing for changes over time.
- FILL THE VOID -- The regulations will consider and include land uses and combinations of land uses that have been overlooked or not considered in the current code and methods for accommodating new use options.
- PROSPERITY -- The regulations will serve to support the community's need and desire to remain regionally competitive in the recruitment of businesses, expansion of existing business, and private investment in the economy, all to promote job creation.

2. Is the new zoning designed to secure from fire and other dangers?
A finding for this criteria is not relevant in the context of minor adjustments to the code.

3. Whether the new zoning will promote public health, public safety and general welfare?
Public health and safety will be promoted through the text amendments. Clarification and correction of errors in the text will prevent the misinterpretation or mis-application of the code as currently written. These changes will promote public health and safety.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?
A finding for this criteria is not relevant in the context of minor adjustments to the code.

5. Will the new zoning provide adequate light and air?
A finding for this criteria is not relevant in the context of minor adjustments to the code.

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

A finding for this criteria is not relevant in the context of minor adjustments to the code.

7. Will the new zoning will promote compatible urban growth?
The zoning amendment promotes compatible urban growth in the areas of the City by correcting errors in the adopted code.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
A finding for this criteria is not relevant in the context of minor adjustments to the code.

9. Will the new zoning conserve the value of buildings?
A finding for this criteria is not relevant in the context of minor adjustments to the code.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
A finding for this criteria is not relevant in the context of minor adjustments to the code.

Attachments

Zoning Ordinance

ORDINANCE 22-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE REGULATIONS IN SECTIONS 27-300, 27-400, 27-1000, 27-1200, 27-1400, AND 27-1600, BE AMENDED TO CORRECT ERRORS, CROSS REFERENCES, OMMISSIONS AND TO AMEND AND PROVIDE CLARIFICATION OF THE REGULATIONS

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

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

Section 2. **DESCRIPTION.** Sections 27-300 – Neighborhood Residential Districts, 27-400 – Commercial and Mixed Use Districts, 27-1000 – Uses and Use Standards, 27-1200 - Landscaping, 27-1400 – Signs, and 27-1600 – Administration, have been found to contain errors unrelated to the substance of the zoning regulations. Correction of these errors through an ordinance will make the regulations clearer and provide for accurate administration of the code.

Section 3. **ZONE REGULATION AMENDMENTS.**

(a) **Table 27-300.3 (N1) – A.10- Permitted Driveway Access Location, Table 27-300.4 A.2 – Maximum Front Building Width, Table 27-300.6 (NX1) A.10 – Permitted Driveway Access Location, 27-300.7 A.2 Maximum Building Width and A.10 - Permitted Driveway Access Location (NX2/NX3). Edit the language as follows for each Table**:

Table 27-300.3 - A

10	Permitted Driveway Access Location	~~Alley, side street if no alley~~ Any	See BMCC Section 6-1200 for driveway access.
11	Attached Garage Entrance Location	Rear, side, or street-side façade; front façade allowed maximum of no more than 40% of the facade	

Table 27-300.4 – A

2	Maximum Front Building Width (feet)	~~80~~ 110 per principal building	

12	Principal Building: Maximum Height (stories)	1.5; 2 stories maximum 60% of footprint except as provided in subsection 27-305.D	
	Maximum Height (feet)	27	

(insert table break)

Table 27-300.6 - A

10	Permitted Driveway Access Location	~~Alley, side street; front street if no side street is available~~ Any	See BMCC Section 6-1200 for driveway access standards.

Table 27-300.7- A

		Multi-Unit Building	Side-by-Side Units	REFERENCES
2	Maximum Building Width (feet)	~~16 feet per ground floor unit~~	~~8 units/~~172 feet on any frontage	See 27-307.D for fee simple row building units.

10	Permitted Driveway Access Location	~~Alley, side street; front street if no side street is available~~ Any	See BMCC Section 6-1200 for driveway standards.

(b) Section 27-303.I – Yard Treatment is amended by deleting the subsection in its entirety and renumbering the following sections I. and J.

~~I. Yard treatment. Build-to zones, and front, side and rear yards shall be a minimum of sixty (60) percent landscape area.~~

Re-number the following sections ~~J.~~ I. Front entrances and ~~K.~~ J. Arterial setbacks

(c) Section 27-409 – Table 27-400.6 Site and Structure Regulations for CX district be amended to add diagram numbers in the first column as follows:

			REFERENCES
A.	BUILDING SITING		
~~q~~ 1	Maximum Building Coverage (%)	50	
~~w~~ 2	Front Setback (feet)	20 minimum	See subsection 27-403.K for arterial setback regulations.
~~e~~ 3	Street-Side Setback (feet)	10 minimum	
~~r~~ 4	Side Setback (feet)	0; 10 minimum if abutting N, NX or RMH district	
~~t~~ 5	Rear Setback (feet)	10 minimum; 0 if abutting an alley	
B.	PARKING SITING		
~~y~~ 6	Surface or Accessory Parking Yard Location	Side or Rear	
~~u~~ 7	Loading Location	Rear, Interior Side	
~~i~~ 8	Permitted Driveway Access Location	See section 27-1305 for driveway access locations	
C.	HEIGHT		
~~o~~	Overall: Maximum Height (feet)	60	

(d) Section 27-603.B. is amended as follows:

B. ~~I1~~ I2: Heavy industrial dimensions. Development in heavy industrial district shall comply with the following:

(e) Section 27-1006.C.1 is amended as follows:

C. Personal self-service storage.
1. Generally applicable standards. Standards listed in subsections e, f and g are not applicable to the CX, I1 or I2 zone districts. Subsections a through d apply in all zone districts.
(a) No business activity other than rental of storage units shall be conducted within a self-service storage unit.

(b) In CMU1, CMU2, and EBURD-CW, individual self-storage units, unit doors, loading areas or other service areas shall be screened from a public right-of-way and any adjacent non-industrial districts.
(c) Security fencing or gates shall be located behind any required landscaping area.
(d) Security gates shall be located so that two (2) vehicles awaiting entry do not stack into the public right-of-way or any pedestrian path. This may be reduced to one vehicle for facilities with fewer than twenty-five (25) units or where security gates are only locked outside of normal business hours.
(e) Exterior doors serving individual units shall not be oriented towards a public right-of-way unless located behind other structures.
(f) Individual units accessed from outdoors shall be located at least one hundred (100) feet from a front or street side property line.
(g) No self-service storage facility shall exceed three (3) acres in size.

(f) Section 27-1007.C.6(b)(3) is amended as follows:

(b) New support structures and major modifications shall be considered as follows:
(1) Stealth communication facilities shall be permitted as an allowed use in all commercial zoning districts.
(2) Antenna support structures shall be permitted as an allowed use in all commercial and mixed-use zoning districts when located on school, government-owned utility, and other government sites. Proposed antennas or antenna support structures that are contrary to this section must be requested through the special review process.
(3) Antenna support structures and antennas located in NO, NC, and DX that do not meet the requirements of subsection ~~7(b)(1) or 7(b)(2)~~ 6(b)(1) or 6(b)(2) shall be required to obtain special review approval. Wireless communication facility tower farms are not allowed in these zoning districts.

(g) Sections 27-1009.A.2.b(2) and 27-1009.D.2 are amended as follows:

A.2.b(2) Any temporary structure must be setback five (50) feet behind all property lines;

D. Temporary use/structure permit required.
1. Before any group 2 or group 3 temporary use or structure is established, the property owner shall obtain a temporary use/structure permit for each location from the zoning coordinator or his/her designee.
2. For group 3 temporary uses, the temporary use permit holder shall post a ~~one thousand five hundred dollars ($1,500.00)~~ bond, in an amount set by city council resolution from time to time, for each location with the planning and community services department to ensure timely removal of the use and/or structure.

(h) Section 27-1102 A. Eligibility for Proportionate Compliance Table 27-1100.1 Applicability of Development Standards is amended as follows:

	Res. Multi-Unit	Mixed-Use and Public	Comm.	Ind.
New Development	Percent compliance with development standards			
New Development	100	100	100	100
Existing Development				
Interior Change(s)	Apply subsection 27-1102.B.~~2~~ 1			
Redevelopment:				
Less than 10% GFA	n/a	n/a	n/a	n/a
Between 10% and 75% GFA	Apply subsection 27-1102.B.2			
Greater than 75% GFA	100	100	100	100
Use Change with Increased Parking	Apply subsection 27-1102.B.3			
Nonconformities				
See article 27-1500 for applicability of nonconformity standards				

(i) Section 27-1203.B and 27-1203.B.1(d) is amended as follows:

B. Required street frontage landscaping. The area ~~along any property line~~ that abuts a public and private street ~~right-of-way~~ shall be provided a street frontage landscaped area planted with street trees. Property owners shall plant and maintain street trees as follows and as further required by this section:
1(a) through 1(c) no changes
1.(d) Additional required plant materials are specified in subsection 27-~~1204.D.~~ 1208.

(j) Section 27-1209.A.4 and 27-1209.B is amended as follows:

4. All fences over 36 inches in height and equal to or less than 7 feet in height shall require a permit from the planning division. Fences over seven feet in height may require a permit from the Building Division.

B. *Height.* Height, for the purposes of this section, shall be defined as the vertical distance from the top rail, board or wire to the ground directly below as measured inside the fence.

(k) Section 27-1400 – Signs amend Tables 27-1400.6; 27-1400.8 and 27-1400.10 and Section 27-1407.F.2 to correct references as follows:

Table 27-1400.6. Attached Signs in CMU1, CMU2, and EBURD RSVMS.

Sign Type	Number	Height (max., ft.)	Sign Area per Sign (max., sf.)	Illumin.	EMD	Additional Standards
Awning	1 per awning	n/a	n/a	Internal or external	n/a	Subsection 27-1405.B, Awning Sign
Canopy	1 per canopy	n/a	n/a	Internal or external	n/a	Subsection 27-1405.B, Canopy Sign
Projecting	1 per tenant	Same as wall	48	Internal or external	n/a	Subsection 27-1405.B, Projecting Sign
Wall	1 per tenant per street frontage	Same as wall	Subsection ~~D~~C.2.(a), above [1]	Internal or external	Static; Max 40% of sign area	Subsection 27-1405.B, Wall Sign
Window	n/a	architect. distinct window area	Subsection 27-1405.B, Window Signs	No	n/a	Subsection 27-1405.B, Window Signs
Notes						
[1] Distribution of this signage across multiple tenancies is the responsibility of the property owner. Extra signage will not be permitted once the maximum signage identified here has been met.						

Table 27-1400.8. Attached Signs in CBD and DX.

Sign Type	Number	Height (max., ft.) [1]	Sign Area Max per Sign (sf)	Illumin.	EMD	Additional Standards
Awning	1 per awning	n/a	n/a	Internal or external	n/a	Subsection 27-1405.B, Awning Signs
Canopy	1 per canopy	n/a	n/a	Internal or external	n/a	Subsection 27-1405.B, Canopy Signs
Projecting	1 per street frontage	May not extend beyond roofline	48 sf	Internal or external	n/a	Subsection 27-1405.B, Projecting Signs
Roof	1 per premises	4 ft. above roofline	x	Internal or external	Animated; Max 40% of sign face	Subsection 27-1405.B, Roof Sign
Under awning or canopy signs	1 per tenant	Below awning or canopy	x	Internal or external	n/a	Buildings with awnings or canopies over the right-of-way

Wall	1 per tenant per street frontage	Same as wall	Subsection ~~E~~D.2(a) above [2]	Internal or external	Animated; Max 40% of sign face	Subsection 27-1405.B, Wall Sign
Window	n/a	Limited to architect. distinct window area	Subsection 27-1405.B, Window Signs	No	n/a	Subsection 27-1405.B, Window Signs
Notes:						
[1] Attached signs on taller structures, except for roof signs, shall be located at or below the 10th story of the building.						
[2] Distribution of this signage across multiple tenancies is the responsibility of the property owner. Extra signage will not be permitted once the maximum signage identified here has been met.						

Table 27-1400.10. Attached Signs Commercial, Industrial, and EBURD CW, 13th, and IS.

Sign Type	Number	Height (max., ft.)	Sign Area Max per Sign (sf)	Illumin.	EMD	Additional Standards
Awning	1 per awning	n/a	n/a	Internal or external	n/a	Subsection 27-1405.B, Awning Sign
Canopy	1 per canopy	n/a	n/a	Internal or external	n/a	Subsection 27-1405.B, Canopy Sign
Projecting	1 per tenant	Same as wall	48	Internal or external	n/a	Subsection 27-1405.B, Projecting Sign
Roof [1]	1 per premises	4 ft above roofline	250	Internal or external	n/a	Subsection 27-1405.B, Roof Sign
Wall	1 per tenant per street frontage	Same as wall	Subsection ~~F~~E.2(a) above, [2]	Internal or external	Static; Max. 40% of sign face	Subsection 27-1405.B, Wall Sign
Window	n/a	Limited to architect. distinct window area	Subsection 27-1405.B, Window Signs	No	n/a	Subsection 27-1405.B, Window Signs
Notes:						
[1] Permitted in lieu of a wall sign.						
[2] Distribution of this signage across multiple tenancies is the responsibility of the property owner. Extra signage will not be permitted once the maximum signage identified here has been met.						

Section 27-1407.F. 2. Public 2: Public and institutional. Signage is permitted pursuant to subsection 27-140~~6~~7.B, NO and NMU.

(l) Section 27-1404.B.3(a)(1) Method of measuring sign area shall be amended as follows:

3. *Method of measuring sign area.*
   (a) *Freestanding signs.*
   (1) The sign area of a freestanding sign shall be measured from the outside edge of the sign face.
      a. The sign area of ~~a~~ multiple freestanding signs each consisting of ~~more than~~ one single-sided sign shall be computed by adding together the total area(s) of all signs. See subsection (2)a. for sign area calculation for two-sided signs.

(m) Section 27-1408.D.2(a) Location of temporary sign shall be amended as follows:

2. *Location.*
   (a) Temporary signs are subject to the prohibited sign locations identified in subsection 27-1401~~1~~2.E.

(n) Section 27-1407.G Historic districts signs shall be amended as follows:

G. *Historic districts.* Statement of special purpose. This special code acknowledges the unique visual concerns associated with the Billings' historic districts, including the Billings Townsite Historic District, Old Town Historic District, and North Elevation Historic District, as defined in BMCC section 6-~~1103~~700, and recognizes the benefits of restoring the district's visual appearance of prosperity, cohesiveness, and historic integrity, while continuing to promote business advertising variety, individuality, and growth.

(o) Section 27-1628.C.2(b)(3) and 27-1628.E.2(c) Zone Changes be amended as follows:

(3) *Posted.* Place notice of the public hearing on the property subject to the ~~special review~~ zone change fifteen (15) calendar days in advance of the public hearing.

2. *City council action.*

(a) The city council shall hold a public hearing within ~~twenty (20)~~ thirty (30) calendar days after the publication of the zoning commission recommendation.

(b) Before taking action on a zone change application, and after presentation of the zoning commission report, the city council shall hold a public hearing on the application.

(c) ~~An additional public hearing shall be held at~~ A second reading of the ordinance as required by BMCC section 2-~~223~~232.

(p) Section 27-1619.E Master Site Plan be amended as follows:

E. Review and decision-making. A master site plan is subject to administrative approval and shall be reviewed as follows:

1. Within ~~thirty (30)~~ sixty (60) calendar days following the submittal of a complete application, the zoning coordinator shall approve or deny the application, unless the applicant consents in writing to an extension of the review period. The review period clock stops when corrections or revisions are required and begins again once the additional information or modified complete plans are received. Failure of the applicant to timely respond to the corrections or request for additional information does not trigger subsection 2.

2. In the event that review exceeds ~~thirty (30)~~ ninety (90) calendar days, the applicant may seek immediate approval from the planning director.

(q) Section 27-1002.C – Uses by District – Table 27-1000.1 is amended as follows:

Table 27-1000.1: Permitted Primary Uses	Residential							Mixed-Use and Commercial							Indust.		EBURD			Public						
	Key: P = Permitted, PL = Location Limits in Zone District, PR - Applicable Use Restrictions, SR = Special Review																									
Use Table	N3	N2	N1	NX1	NX2	NX3	RMH	NO	NMU	CMU1	CMU2	DX	CBD	CX	I1	I2	RSV MS	RSV	CW	I3	IS	P1	P2	P3Civ	P3 Ed	P3 Med	Additional Standards
Manufacturing, Assembly or Processing																											
Artisan/Craft									~~PL~~ P	~~PL~~ P	~~PL~~ P	P	P	P	P	P	PR PL	PR PL	PR PL	PR PL	PR PL						27-1006
Vehicle Sales and Service, Personal																											
Outdoor Sales Lot											PR	SR	SR	P	P	P		PR	P	P	P						~~27-1009~~ 27-1005.M 27.1008.P
Assembly																											
Civic Assembly	SR	SR	SR	SR	SR	SR	SR	SR	P	P	P	P	P	P	P	P	P	P	P	P	P	PR	P	PR	PR	PR	27-1004
Health Care and Social Assistance																											
Office and Clinical Services								P	P	P	P	P	P	P			P	P	P	P	PL		P		P	P	
Retail Sales																											
Retail, General with drive-thru									SR	~~P~~ PR	P			P				P	P	P	P						~~27-1009~~ 27-1008.J
without drive-thru										~~PR~~ P	P	P	P	P			P	P	P	P							

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 25th day of April 2022.

PASSED, ADOPTED and APPROVED on second reading this 9th day of May 2022

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zoning Code Housekeeping Amendments 2022

City Council Regular

Date:	05/09/2022
Title:	Council consideration to create Council sub-committees
Presented by:	Chris Kukulski, City Administrator
Department:	City Hall Administration
Presentation:	Yes
Legal Review	Not Applicable

RECOMMENDATION

Discuss the merits of creating council sub-committees.

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

In April, the Council requested that an upcoming agenda include a discussion of creating city council sub-committees. Two areas that were discussed briefly are the areas of interface with the Montana legislature and the Yellowstone County commissioners. This discussion is not limited to these two ideas. Council asked that staff not spend time researching this issue before the Council has an opportunity to decide if they want to pursue the idea or not.

The following is the City's adopted code rules pertaining to this area:

Sec. 2-223. - Council subcommittees.

The city council may, by motion, create from its number such ad hoc council subcommittees as needed. The mayor, with the consent of the council, may also appoint ad hoc council subcommittees as may from time to time be necessary. All ad hoc council subcommittees must comply with all applicable open public meetings laws.
(Ord. No. 03-5239, §§ 1, 2, 2-24-03)

Sec. 2-224. - Ad hoc council advisory committees.

The mayor and city council may, by resolution, create such ad hoc council advisory committees as needed. Provided, however, that all such committees must be created pursuant to an adopted council resolution establishing, at a minimum, the following:

(a) The purpose or charge of the committee;
(b) The scope of its responsibilities;
(c) The composition of the committee; and
(d) The duration of the committee.

The city administrator shall be charged with assigning appropriate staff to any committee created under this paragraph to ensure compliance with all applicable open public meetings law.
(Ord. No. 03-5239, §§ 1, 2, 2-24-03)

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

NA