****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 Zoom Meeting Webinar IDs and Passcodes
- Click Here for Zoom Meeting Instructions for Attendees (as guests)

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 | DECEMBER 12, 2022 | 5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Mayor Cole

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

MINUTES:

- November 14, 2022
- November 28, 2022 - Pending

COURTESIES:

PROCLAMATIONS:

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

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

1. CONSENT AGENDA -- Separations:

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

1.

	Name	Board/Commission	Term	
			Begins	Ends
1		Animal Control Board	01/01/23	12/31/25
2	Allison Corbyn	Aviation and Transit Board	01/01/23	12/31/26
3	Barbara Schneeman	Aviation and Transit Board	01/01/23	12/31/26
4	Anna O'Donnell	Bicycle & Pedestrian Advisory Committee	01/01/23	12/31/25
5	Marcell Bruski	Billings BID*	01/01/23	12/31/23
6	Jay Graves	Billings BID*	01/01/23	12/31/23
7	Cori LaFever Thelen	Billings BID	01/01/23	12/31/26
8	Miles Borges	Board of Appeals	01/01/23	12/31/26

9		Board of Appeals	01/01/23	12/31/26
10	Kari Boiter	Citizen Police Advisory Board*	01/01/23	12/31/25
11	Charles Loveridge	Citizen Police Advisory Board*	01/01/23	12/31/25
12	Zack Terakedis	Citizen Police Advisory Board*	01/01/23	12/31/25
13	Jenna Martin	Community Development	01/01/23	12/31/26
14	James Allen	Community Development	01/01/23	12/31/26
15	Kathleen Candelaria	Community Development Low Mod	01/01/23	12/31/26
16	Erica Doornek	Community Development Low Mod	01/01/23	12/31/26
17		Community Development Low Mod	01/01/23	12/31/26
18	Phyliis Crawford	Housing Authority Elderly Resident Comm	01/01/23	12/31/24
19	Erin Tate	Human Relations Commission*	01/01/23	12/31/25
20	Kelly Gardner	Human Relations Commission	01/01/23	12/31/26
21	Brian Schnitzer	Human Relations Commission	01/01/23	12/31/26
22	Darrell LaMere	Human Relations Commission	01/01/23	12/31/26
23	Susan Jurovich	Human Relations Commission	01/01/23	12/31/26
24	Susan Plath	Library Board*	01/01/23	12/31/23
25	Lawrence Klee Dr.	Library Board*	01/01/23	12/31/25
26	David Darby	Library Board	01/01/23	12/31/26
27	Todd Morgan	Parking Board	01/01/23	12/31/26
28	Jarod Greenwood	Parking Board	01/01/23	12/31/26
29	Jim Hauck	Parking Board	01/01/23	12/31/26
30	Thom MacLean	Parks, Recreation & Cemetery Board	01/01/23	12/31/26
31	Troy Smith	Public Works Board	01/01/23	12/31/26
32	Carole Boerner	Public Works Board	01/01/23	12/31/26
33		Yellowstone Planning Board - Ward 1	01/01/23	12/31/24
34	Dennie Stephenson	Yellowstone Planning Board - Ward 3	01/01/23	12/31/24
35	John Staley	Yellowstone Planning Board - Ward 4	01/01/23	12/31/24
36	David Nordel	Yellowstone Planning Board - Ward 5	01/01/23	12/31/24
37	Daniel Brooks	Zoning Commission	01/01/23	12/31/26

* 5 Unexpired term of Becky Rogers
* 6 Unexpired term of David Mitchell
*10 Unexpired term of Chris Simpson
*11 Unexpired term of Dennis Bear Don't Walk
*12 Unexpired term of Kristin Lundgren (Substance Abuse Connect)
*19 Unexpired term of Johanna Kennedy
*24 Unexpired term of Andrea Horrell
*25 Unexpired term of Lloyd Mickelson

B.

Bid Awards:

1. **Temporary Landfill Workers.** (Opened 11/22/2022) Recommend Advanced Employment.

C. **Agreement** with SmithRx Pharmacy Benefit Manager for City employees' pharmaceutical needs.

D. **Consultant Contract** with Sanderson Stewart to complete the Safe Routes to School Plan, Phase 2.

E. **Professional Services Contract** for W.O. 23-09: 5th Avenue Corridor with Sanderson Stewart.

F. **Professional Services Contract** for WO 19-12: West End Reservoir Project with Dick Anderson Construction.

G. **Memorandum of Understanding** with Beartooth Resource Conservation and Development Area, Inc. (Beartooth RC&D).

H. **Purchase** equipment for WO 23-99: Annual City-Wide Traffic Signal Controller Upgrade with Altitude Signal, LLC.

I. **Grant Application Request** to submit application for AmeriCorps VISTA and authorize City staff to negotiate and finalize the project, if awarded.

J. **Exchange City Golf Corporation** 2023 annual budget and fee structure for Par 3 Golf Course.

K. **Donation** to Billings Police Department from an anonymous donor; $1,000.

L. **Utility Easement** with James and Joann Boyer for storm and sanitary sewer main access.

M. **Final Plat** of Amended St. Vincent Healthcare Subdivision. **Quasi-Judicial*

N. **Final Plat** of St. Vincent Subdivision, 2nd Filing. **Quasi-Judicial*

O. **Resolution of Intent** to create Special Improvement District (SID) 1421, Cypress Point, and set public hearing for January 23, 2023.

P. **Second/Final Reading Ordinance** amending Section 10-202, Billings, Montana City Code (BMCC), creating a second Municipal Court Judge office.

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

1. November 7, 2022
2. November 14, 2022

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

REGULAR AGENDA:

2. **PUBLIC HEARING AND RESOLUTION** assessing the nuisance property abatements. Staff recommends approval.

   - *Presented by:* Andy Zoeller, Finance Director

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution assessing the nuisance property abatements, as recommended by staff.

3. **PUBLIC HEARING AND RESOLUTION** creating SILMD 332, Mullowney Lane from Elysian Road to Midland Road. Staff recommends approval.

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

   Recommended Motion: Having conducted a public hearing, considered written and spoken testimony, I move to approve a resolution creating SILMD 332, as recommended by staff.

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: 12/12/2022
Title: Boards & Commissions Appointments
Presented by: Chris Kukulski, City Administrator
Department: City Hall Administration
Presentation: No
Legal Review Not Applicable

RECOMMENDATION

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

	Name	Board/Commission	Term	
			Begins	Ends
1		Animal Control Board	01/01/23	12/31/25
2	Allison Corbyn	Aviation and Transit Board	01/01/23	12/31/26
3	Barbara Schneeman	Aviation and Transit Board	01/01/23	12/31/26
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*25 Unexpired term of Lloyd Mickelson

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
The Mayor is requesting that the City Council confirm appointments for Board and Commission positions that are vacant due to term limits, resignations and unfilled vacancies.

ALTERNATIVES
Council may:

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

FISCAL EFFECTS
The proposed action has no financial impact.

City Council Regular

Date:	12/12/2022
Title:	Temporary Workers - City of Billings Regional Landfill
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council award the bid for temporary labor services at the Landfill to Advanced Employment in the amount of $18.20 per hour.

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

The Solid Waste Division utilizes temporary workers at the Billings Regional Landfill to supplement full-time staff and to assist in the daily operations of the landfill. Tasks generally include, but are not limited to, litter collection, weed eating, and lawn mowing. The contract is valid for one year with two 1-year renewal options. The bid for temporary workers - City of Billings Regional Landfill was advertised on November 4 and November 11, 2022, in the *Yellowstone County News* and on the City's website. Bids were opened on November 22, 2022, and four bids were received. Advanced Employment submitted the lowest responsible bid.

ALTERNATIVES

City Council may:

- Approve the contract with Advanced Employment in the amount of $18.20 per hour; or,
- Not approve the contract. If the contract is not approved, general site maintenance will suffer and litter collection will be delayed.

FISCAL EFFECTS

The following bids were received:

Name of Bidder	Price per Hour
Advanced Employment	$18.20
Career Match Solutions	$29.99
Laine Federal Solutions	$18.45
PeopleReady	$21.72

The maximum annual amount is $100,000 which is included in the FY23 Solid Waste budget.

Attachments

Contract

TEMPORARY LABOR SERVICES 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 **ADVANCED EMPLOYMENT SERVICES**, of 1804 Grand Ave, Billings, MT, 59102 hereinafter referred to as "**CONTRACTOR**."

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 **CONTRACTOR** as an independent contractor for Temporary Labor Services, more accurately described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

2. **EFFECTIVE DATE:** This **AGREEMENT** is effective upon the date of its execution and will terminate on December 12, 2023. The parties may extend this **AGREEMENT**, by mutual concurrence, for (2) two, (1) one-year terms, in writing prior to its termination.

3. **SCOPE OF WORK:** The **CONTRACTOR** shall perform the services outlined in Exhibit "A". In performing these services, the **CONTRACTOR** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

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. **PAYMENT: CITY** agrees to pay **CONTRACTOR** not-to-exceed Three Hundred Thousand dollars over 3 years ($300,000.00) for the work and at the prices described in the Scope of Work in Exhibit "A". City will only pay for hours worked. Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

The **CONTRACTOR** shall invoice the **CITY** weekly for all services rendered pursuant to this **AGREEMENT**. Such invoices shall specify the services provided to the **CITY** during the preceding week and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges. The **CITY** shall pay the **CONTRACTOR** for said invoice within thirty (30) days after receipt.

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

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

7. **INDEMNITY:**

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

The **CITY** SHALL:

D. Indemnify and hold **CONTRACTOR**, 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 **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** and the **CITY**, the **CITY** shall indemnify and hold the **CONTRACTOR** 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**.

8. <u>INSURANCE</u>:

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

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

- Workers' compensation and employer's liability coverage as required by Montana law.
- 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.
- Automobile liability -- $1,500,000 per accident.

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.

Due to the nature of the business, the **CITY** shall not be listed as an additional insured on policies.

CONTRACTOR 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. **CONTRACTOR** shall maintain workers' compensation insurance coverage for all members and employees of **CONTRACTOR's** business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

CONTRACTOR 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.

9. **COMPLIANCE WITH LAWS: CONTRACTOR** agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. **CONTRACTOR** agrees to purchase a **CITY** business license.

10. **PREVAILING WAGE REQUIREMENTS:** Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry. In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of $25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the contract.

    Section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be

paid to the employees in compliance with section 18-2412, MCA. Section 18-2-412, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Furthermore, Section 18-2-417, requires allowance for a 3% annual increase in wages for a multiyear contract. (1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract. (2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract. (3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The nature of the work performed or services provided under this contract meets the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA, The interim rate letter and nonconstruction booklet is attached and may also be found at http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates.

11. NONDISCRIMINATION:

A. **CONTRACTOR** 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. **CONTRACTOR** 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 **CONTRACTOR** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONTRACTOR** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic

information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**.

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

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

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

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

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

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

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

12. **DEFAULT AND TERMINATION:** If either party fails to comply with any condition of this **AGREEMENT** at the time or in the manner provided for, the other party may, at its option, terminate this **AGREEMENT** and be released from all

obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this **AGREEMENT**.

13. **LIAISON: CITY's** designated liaison for this **AGREEMENT** is Kyle Foreman, and **CONTRACTOR's** designated liaison for this **AGREEMENT** is Taylor Papka.

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

15. **SEVERABILITY:** Any provision or part of the **AGREEMENT** held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the **CITY** and the **CONTRACTOR**, who agree that the **AGREEMENT** shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16. **SUCCESSORS AND ASSIGNS:** Neither the **CITY** nor the **CONTRACTOR** shall assign, transfer or encumber any rights, duties or interests accruing from this **AGREEMENT** without the written consent of the other.

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

CITY OF BILLINGS, MONTANA	**ADVANCED EMPLOYMENT SERVICES**
_____	_____
WILLAM A. COLE, MAYOR	**TAYLOR PAPKA, RECRUITING DIRECTOR**
APPROVED AS TO FORM:	**ATTEST:**
_____	_____
CITY ATTORNEY'S OFFICE	**DENISE BOHLMAN, CITY CLERK**

EXHIBIT A

The **CITY** utilizes temporary workers at the Billings Regional Landfill to supplement full-time staff and to assist in the daily operation of the landfill. Tasks generally include, but are not limited to, litter collection, weed eating, lawn mowing, etc.

CONTRACTOR submitted the following bid price for general labor, to be applied to this **AGREEMENT**:

Job Title	Employee Rate	Client Bill Rate	Column1	Column2
General Labor	$13.00	$18.20		
	$14.00	$19.60		
	$15.00	$21.00		
	$16.00	$22.40		

The **CONTRACTOR** shall:

1. Refer qualified individuals to the **CITY** for the position described above;

2. Be considered the common law employer of any assigned or referred individuals to the **CITY**;

3. Recruit, screen interview, hire and assign its employees to perform the noted work under the **CITY's** supervision, at the locations specified by the **CITY**;

4. Pay assigned employees' wages and provide the benefits that **CONTRACTOR** offers, transmit pay roll taxes, provide unemployment insurance and worker's compensation coverage and handle claims for such and prepare the necessary year end tax reports for each referred or assigned employee; and,

5. Comply with federal, state, and local labor and employment laws applicable to the assigned employees.

6. Provide each assigned or referred individual with a time card. Assigned or referred individuals will log their hours worked on their time cards. Each hour worked will be reported to the nearest quarter hour. The **CITY** must approve the number of hours logged by each referred or assigned employee by signing that time card at the end of each week worked or upon the termination of that referred or assigned employee's services, whichever comes first.

The **CITY** shall:

1. Properly train and supervise the assigned or referred employee performing the work and be responsible for its business operations, products, services and intellectual property;

2. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit the assigned or referred employee to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without **CONTRACTOR's** express prior written approval or as strictly required by the job description provided to **CONTRACTOR**;

3. Provide the assigned or referred employee with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances of conditions to which they may be exposed at the work site;

4. Comply with all OSHA standards at its own expense and comply with all levels of governmental agencies, including but not limited to use of all protective equipment and clothing and machinery safe equipment;

5. Comply with all federal, state, and local labor and employment laws applicable to the assigned or referred employee;

6. Notify **CONTRACTOR** immediately of a work-related injury to an assigned or referred employee, and in the event of any harassment, workplace violence, discrimination or sexual harassment involving an assigned or referred employee;

7. Not change the assigned or referred employee's job duties without **CONTRACTOR's** express prior approval and notify the **CONTRACTOR** should the assigned or referred employee be found not fit for a particular job;

8. Permit **CONTRACTOR** to access the assigned or referred employee's work areas, to conduct health and safety assessments and share any safety assessment findings with **CONTRACTOR** to the extent that said findings impact the assigned or referred employee;

9. Make available to **CONTRACTOR** all records of health and safety training administered to the assigned or referred employee; and,

The **CONTRACTOR** has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with the **CITY**, assigned or referred employee work performance issues and to enforce **CONTRACTOR's** employment policies relating to the assigned or referred employee conduct at the work site.

The **CITY** has the right to refuse the services of any referred or assigned employee. Further, the **CITY** will not be charged for services provided by any unsatisfactory assigned or referred employee if the **CITY** notifies **CONTRACTOR** within the first day that the assigned or referred employee is unsatisfactory.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/11/2022

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
COMMERCIAL RISK MANAGERS LLC
27 Grand Avenue
Billings, MT 59101

CONTACT NAME:
PHONE (A/C, No, Ext): (406) 294-0202 FAX (A/C, No): (406) 294-8228
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : UNITED SPECIALTY INSURANCE	
INSURER B : HOUSTON CASUALTY COMPANY	
INSURER C : UNITED FINANCIAL CASUALTY	
INSURER D : EVANSTON INSURANCE COMPANY	
INSURER E :	
INSURER F :	

INSURED
1 KARMA INC DBA
ADVANCED EMPLOYMENT SERVICES
1804 GRAND AVE
BILLINGS, MT 59102

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	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			CCP981901 PREMISE CGL ONLY	6/16/2022	6/16/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			02932883-0	3/18/2022	3/18/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EZXS3060918	6/1/2022	6/1/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $
B	PROF LIAB/E&O			H721117722	6/1/2022	6/1/2023	1,000,000	

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

CERTIFICATE HOLDER
FOR INFORMATION

CANCELLATION
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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/10/2022

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kelly Stanton	
Hilb Group of New England 30 Braintree Hill Office Park Suite 203 Braintree MA 02184	PHONE (A/C, No, Ext): (781) 966-3700	FAX (A/C, No): (781) 966-3701
	E-MAIL ADDRESS: Kstanton@hilbgroup.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Old Republic Insurance Company	24147
INSURED 1 Karma, Inc. Dba Advanced Employment Services 1804 Grand Avenue Billings MT 59102	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2141565692 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [blank]	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [blank]	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE [blank]	$ $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	MWC 312664 22	03/01/2022	03/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

If required by written contract or agreement Alternate Employer Endorsement and Waiver of Subrogation applies in favor of the Certificate Holder.

CERTIFICATE HOLDER

City of Billings, MT Solid Waste Division
PO Box 1178
Billings MT 59103

CANCELLATION

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

Kelly Stanton

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POLICY POLICY NUMBER: **MWC 312664 22**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AS REQUIRED BY WRITTEN CONTRACT, TO THE EXTENT ALLOWABLE BY LAW

THIS FORM DOES NOT APPLY IN NH

DATE OF ISSUE: **03-01-22**

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POLICY NUMBER: MWC 312664 22

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

1. **ALTERNATE EMPLOYER** — WHERE SPECIFIED BY CONTRACT
   ADDRESS — WHERE SPECIFIED BY CONTRACT

2. **STATE OF SPECIAL OR TEMPORARY EMPLOYMENT**
   ALL STATES LISTED IN ITEM 3.A. OF THE INFORMATION PAGE

3. **CONTRACT OR PROJECT**
   WHERE SPECIFIED BY CONTRACT

DATE OF ISSUE: 03/01/2022

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MONTANA
PREVAILING WAGE RATES FOR NONCONSTRUCTION SERVICES 2022

Effective: January 1, 2022

Greg Gianforte, Governor
State of Montana

Laurie Esau, Commissioner
Department of Labor & Industry

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at erd.dli.mt.gov/labor-standards or contact:

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59620-1503
Phone 406-444-6543

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the Internet at erd.dli.mt.gov/labor-standards or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at erd.dli.mt.gov/labor-standards or contact the department at (406) 444-6543.

LAURIE ESAU
Commissioner
Department of Labor and Industry
State of Montana

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Operation of Public Drinking Water Supply, Waste Collection and Waste Disposal Systems 12
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Material and Mail Handling 17
Food Service and Cooking 17
Motor Vehicle and Construction Equipment Repair and Servicing 17
Appliance and Office Machine Repair and Servicing 18

A. Date of Publication Preliminary – Do Not Use For Bidding

B. Definition of Nonconstruction Services Occupations

Section 18-2-401(9)(a)-(9)(l), MCA defines "nonconstruction services" as *"...work performed by an individual, not including management, office, or clerical work, for:*

(a) the maintenance of publicly owned buildings and facilities, including public highways, roads, streets, and alleys;
(b) custodial or security services for publicly owned buildings and facilities;
(c) grounds maintenance for publicly owned property;
(d) the operation of public drinking water supply, waste collection, and waste disposal systems;
(e) law enforcement, including janitors and prison guards;
(f) fire protection;
(g) public or school transportation driving;
(h) nursing, nurse's aid services, and medical laboratory technician services;
(i) material and mail handling;
(j) food service and cooking;
(k) motor vehicle and construction equipment repair and servicing; and
(l) appliance and office machine repair and servicing."

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines "public works contract" as *"...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of $25,000..."*

D. Prevailing Wage Schedule

This publication covers only Nonconstruction Service occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy, Highway, and Building Construction occupations can be found on the Internet at erd.dli.mt.gov/labor-standards or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states *"The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised."*

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

"(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency."

G. Fringe Benefits

Section 18-2-412, MCA states:

"(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

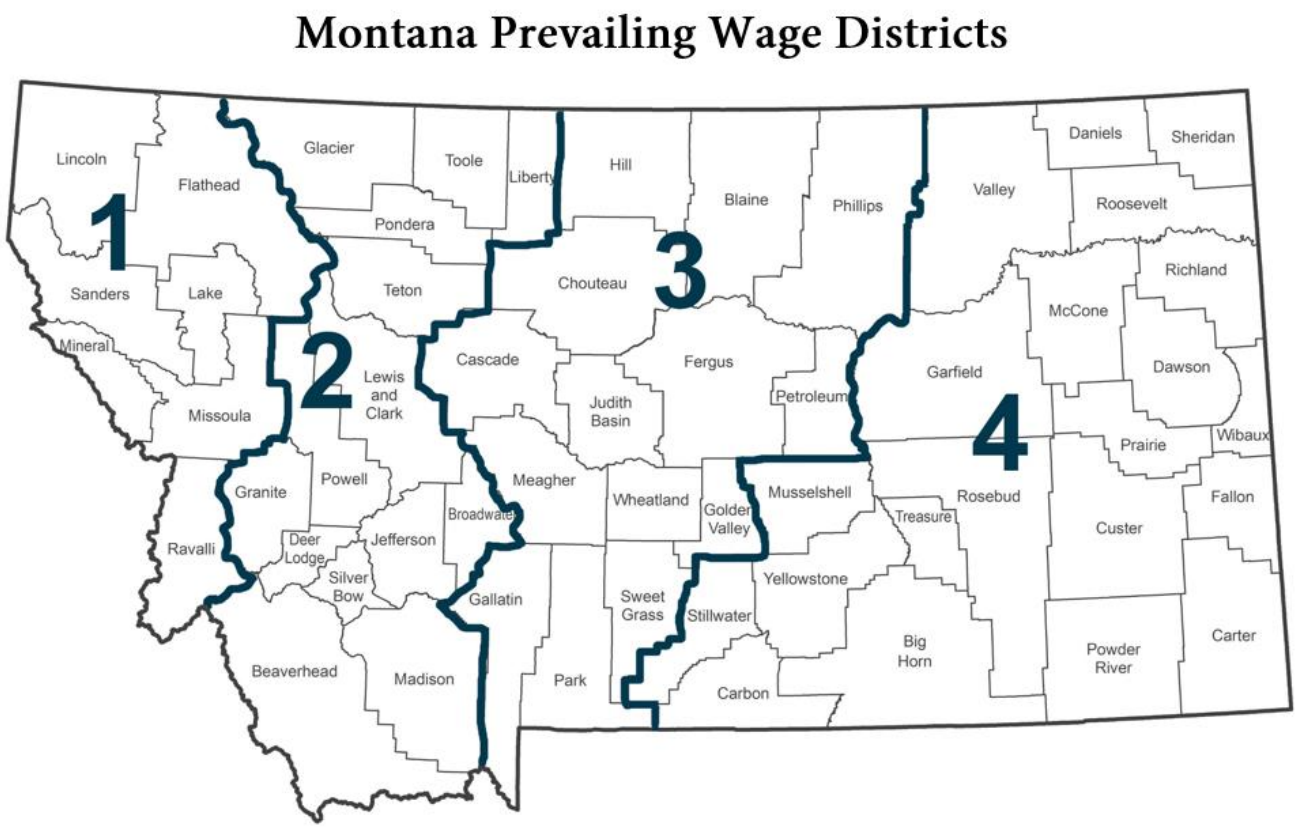
(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor."

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Prevailing Wage Districts

Montana counties are aggregated into 4 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:



I. Dispatch City

ARM, 24.17.103(11), defines dispatch city as *"...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney."* A dispatch city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

District 1 – Kalispell and Missoula: includes Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders;
District 2 – Butte and Helena: includes Beaverhead, Broadwater, Deer Lodge, Glacier, Granite, Jefferson, Lewis and Clark, Liberty, Madison, Pondera, Powell, Silver Bow, Teton, and Toole;
District 3 – Bozeman and Great Falls: includes Blaine, Cascade, Chouteau, Fergus, Gallatin, Golden Valley, Hill, Judith Basin, Meagher, Park, Petroleum, Phillips, Sweet Grass, and Wheatland;
District 4 – Billings, Miles City and Sidney: includes Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, and Yellowstone.

J. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(24), defines zone pay as *"...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job."* See section I above for a list of dispatch cities.

K. Computing Travel Benefits

ARM, 24.17.103(22), states *" 'Travel pay,' also referred to as 'travel allowance,' is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job."* See section I above for a list of dispatch cities.

L. Per Diem

ARM, 24.17.103(18), states *" 'Per diem' typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer."*

M. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, section 18-2-416(2), MCA states *"…The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract."* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

N. Posting Notice of Prevailing Wages

Section 18-2-406, MCA provides that contractors, subcontractors and employers who are *"…performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees."*

O. Employment Preference

Sections 18-2-403 and 18-2-409, MCA requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

P. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:
https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/nonconstruction-services-occupations

Q. Nonconstruction Services Occupations

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

ELEVATOR REPAIRERS
MAINTENANCE AND REPAIR WORKERS (GENERAL)
STATIONARY ENGINEERS AND BOILER OPERATORS

CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

ENVIRONMENTAL SERVICES WORKERS
JANITORS AND CLEANERS
PARKING ENFORCEMENT WORKERS
PARKING LOT ATTENDANTS
SECURITY AND FIRE ALARM SYSTEMS REPAIRERS
SECURITY GUARDS

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

FALLERS
FOREST AND CONSERVATION TECHNICIANS
FOREST AND CONSERVATION WORKERS
FOREST EQUIPMENT OPERATORS
LANDSCAPING AND GROUNDSKEEPING WORKERS
MATERIAL MOVING WORKRS (ALL OTHER)
MEDIUM TRUCK DRIVERS
PEST CONTROL WORKERS
PESTICIDE HANDLERS, SPRAYERS, AND APPLICATORS (VEGETATION)
TREE TRIMMERS AND PRUNERS (RIGHT AWAY)

OPERATION OF PUBLIC DRINKING WATER SUPPLY, WASTE COLLECTION, AND WASTE DISPOSAL SYSTEMS

HEAVY AND TRACTOR TRAILER TRUCK DRIVERS
LANDFILL ATTENDANTS AND EQUIPMENT OPERATORS
RECYCLING AND RECLAMATION WORKERS
REFUSE AND RECYCLABLE MATERIALS COLLECTORS
SEPTIC TANK SERVIES AND SEWER PIPE CLEANERS
WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

CORRECTION AND DETENTION OFFICERS
POLICE, FIRE, AND DISPATCHERS
PROBATION OFFICERS AND CORRECTIONAL TREATMENT SPECIALISTS

FIRE PROTECTION

FIRE EXTINGUISHER REPAIRERS
FOREST FIREFIGHTERS

PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS (SCHOOL OR SPECIAL CLIENT)
BUS DRIVERS (TRANSIST AND INTERCITY)
LIGHT TRUCK OR DELIVERY SERVICES DRIVERS (INCLUDES VAN DRIVERS)

NURSING, NURSE'S AID SERVICES, AND MEDICAL LABORATORY TECHNICIAN SERVICES

BREATH ALCOHOL TECHNICIANS
EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS
HOME HEALTH AIDES
LICENSED PRACTICAL NURSES
MEDICAL AND CLINICAL LABORATORY TECHNICIANS
MEDICAL AND CLINICAL LABORATORY TECHNOLOGISTS
MEDICAL ASSISTANTS
NURSE PRACTITIONERS
NURSING ASSISTANTS
ORDERLIES
PERSONAL CARE AIDES
PHYSICIANS ASSISTANTS
REGISTERED NURSES

MATERIAL AND MAIL HANDLING

FREIGHT, STOCK, AND MATERIAL HANDLERS

FOOD SERVICE AND COOKING

COOKS (INSTITUTION AND CAFETERIA)
FOOD PREPARATION AND SERVING RELATED WORKERS

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE SERVICE TECHNICIANS AND MECHANICS
BUS AND TRUCK MECHANICS AND DIESEL ENGINE SPECIALISTS
CONSTRUCTION EQUIPMENT MECHANICS

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE MECHANICS
COMPUTER, AUTOMATED TELLER, AND OFFICE MACHINE REPAIRERS
COMPUTER USER SUPPORT SPECIALISTS

WAGE RATES

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

ELEVATOR REPAIRERS

	Wage	Benefit
District 1	$57.73	$40.98
District 2	$57.73	$40.98
District 3	$57.73	$40.98
District 4	$57.73	$40.98

Travel:
All Districts
0-15 mi. free zone
>15-25 mi. $49.88/day
>25-35 mi. $99.75/day
>35 mi. $84.90/day or cost of receipts for hotel and meals, whichever is greater.

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MAINTENANCE AND REPAIR WORKERS (GENERAL)

	Wage	Benefit
District 1	$20.91	$8.07
District 2	$18.71	$7.56
District 3	$18.51	$8.11
District 4	$21.67	$6.24

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STATIONARY ENGINEERS AND BOILER OPERATORS

	Wage	Benefit
District 1	$21.79	$8.69
District 2	$23.78	$8.69
District 3	$28.70	$8.69
District 4	$24.02	$8.69

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CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

ENVIRONMENTAL SERVICES WORKERS

	Wage	Benefit
District 1	$15.10	$3.84
District 2	$14.21	$4.25
District 3	$12.44	$4.55
District 4	$13.96	$4.67

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JANITORS AND CLEANERS

	Wage	Benefit
District 1	$15.10	$5.33
District 2	$16.60	$6.96
District 3	$15.88	$5.34
District 4	$15.10	$5.25

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PARKING ENFORCEMENT WORKERS

No Rate Established

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PARKING LOT ATTENDANTS

No Rate Established

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SECURITY AND FIRE ALARM SYSTEMS REPAIRERS

No Rate Established

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SECURITY GUARDS

	Wage	Benefit
District 1	$15.39	$0.88
District 2	$15.28	$1.54
District 3	$16.15	$4.20
District 4	$16.24	$4.12

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GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

FALLERS

No Rate Established

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FOREST AND CONSERVATION TECHNICIANS

No Rate Established

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FOREST AND CONSERVATION WORKERS

No Rate Established

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FOREST EQUIPMENT OPERATORS

No Rate Established

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LANDSCAPING AND GROUNDSKEEPING WORKERS

	Wage	Benefit
District 1	$17.39	$6.41
District 2	$18.62	$6.71
District 3	$17.25	$7.11
District 4	$13.62	$2.46

Duties Include:
Shovel snow from walks, driveways, or parking lots and spread salt in those areas. Grounds maintenance of cemeteries.

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MATERIAL MOVING WORKERS (ALL OTHER)

	Wage	Benefit
District 1	$22.85	$ 9.93
District 2	$22.67	$ 9.91
District 3	$23.88	$10.63
District 4	$24.03	$10.79

Occupations Include:
Bulldozer Operator, Freight Elevator Operator, Shovel Operator

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MEDIUM TRUCK DRIVERS

	Wage	Benefit
District 1	$23.56	$10.03
District 2	$25.09	$10.78
District 3	$24.61	$11.16
District 4	$23.96	$10.60

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PEST CONTROL WORKERS

No Rate Established

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PESTICIDE HANDLERS, SPRAYERS, AND APPLICATORS (VEGETATION)

	Wage	Benefit
District 1	$18.90	$7.84
District 2	$15.86	$5.42
District 3	$14.64	$4.98
District 4	$15.96	$5.67

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TREE TRIMMERS AND PRUNERS (RIGHT AWAY)

	Wage	Benefit
District 1	$27.18	$12.62
District 2	$27.18	$12.62
District 3	$25.29	$12.50
District 4	$28.64	$10.28

Travel

Districts 1 – 3
No Rate Established

District 4
0-25 mi. - free zone
>25-50 mi. - $20.00/day
>50 mi. - $70.00/day

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OPERATION OF PUBLIC DRINKING WATER SUPPLY, WASTE COLLECTION, AND WASTE DISPOSAL SYSTEMS

HEAVY AND TRACTOR-TRAILER TRUCK DRIVERS

	Wage	Benefit
District 1	$22.68	$9.79
District 2	$22.68	$9.79
District 3	$22.68	$9.79
District 4	$23.37	$9.79

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LANDFILL ATTENDANTS AND EQUIPMENT OPERATORS

	Wage	Benefit
District 1	$18.27	$9.44
District 2	$19.14	$9.21
District 3	$20.21	$8.64
District 4	$16.26	$4.13

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RECYCLING AND RECLAMATION WORKERS

No Rate Established

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REFUSE AND RECYCLABLE MATERIALS COLLECTORS

	Wage	Benefit
District 1	$21.44	$11.27
District 2	$21.44	$11.27
District 3	$21.72	$10.59
District 4	$22.03	$ 9.78

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SEPTIC TANK SERVICES AND SEWER PIPE CLEANERS

No Rate Established

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WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

	Wage	Benefit
District 1	$21.91	$10.19
District 2	$28.09	$ 9.66
District 3	$23.84	$ 9.60
District 4	$22.73	$ 7.10

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LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

CORRECTION AND DETENTION OFFICERS

	Wage	Benefit
District 1	$20.53	$ 9.82
District 2	$21.05	$12.65
District 3	$19.27	$ 7.56
District 4	$22.27	$11.12

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POLICE, FIRE, AND AMBULANCE DISPATCHERS

	Wage	Benefit
District 1	$21.69	$9.69
District 2	$20.46	$8.22
District 3	$18.56	$7.09
District 4	$20.88	$8.31

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PROBATION OFFICERS AND CORRECTIONAL TREATMENT SPECIALISTS

	Wage	Benefit
District 1	$17.06	$ 9.00
District 2	$21.74	$12.60
District 3	$20.20	$ 8.02
District 4	$19.39	$ 8.02

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FIRE PROTECTION

FIRE EXTINQUISHER REPAIRERS

No Rate Established

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FOREST FIREFIGHTERS

	Wage	Benefit
District 1	$17.67	$0.00
District 2	$17.67	$0.00
District 3	$17.67	$0.00
District 4	$17.67	$0.00

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PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS (SCHOOL OR SPECIAL CLIENT)

	Wage	Benefit
District 1	$15.80	$5.45
District 2	$19.24	$5.93
District 3	$21.39	$4.51
District 4	$19.42	$3.48

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BUS DRIVERS (TRANSIT AND INTERCITY)

	Wage	Benefit
District 1	$13.90	$5.79
District 2	$17.46	$5.99
District 3	$15.98	$6.51
District 4	$19.00	$5.31

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LIGHT TRUCK OR DELIVERY SERVICES DRIVERS (INCLUDES VAN DRIVERS)

	Wage	Benefit
District 1	$14.96	$6.15
District 2	$14.96	$6.15
District 3	$14.92	$6.39
District 4	$14.92	$6.39

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NURSING, NURSE'S AID SERVICES, AND MEDICAL LABORATORY TECHNICIAN SERVICES

BREATH ALCOHOL TECHNICIANS

No Rate Established

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EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS

	Wage	Benefit
District 1	$14.44	$4.37
District 2	$16.08	$5.67
District 3	$18.82	$5.67
District 4	$14.82	$1.86

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HOME HEALTH AIDES

	Wage	Benefit
District 1	$11.92	$4.24
District 2	$12.34	$1.56
District 3	$14.32	$3.30
District 4	$12.15	$2.93

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LICENSED PRACTICAL NURSES

	Wage	Benefit
District 1	$24.55	$6.76
District 2	$22.42	$5.93
District 3	$24.14	$3.88
District 4	$23.92	$5.32

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MEDICAL AND CLINICAL LABORATORY TECHNICIANS

	Wage	Benefit
District 1	$25.60	$5.86
District 2	$27.33	$5.73
District 3	$29.90	$5.48
District 4	$23.57	$5.48

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MEDICAL AND CLINICAL LABORATORY TECHNOLOGIST

	Wage	Benefit
District 1	$32.70	$9.09
District 2	$32.57	$7.48
District 3	$32.29	$6.67
District 4	$33.54	$6.78

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MEDICAL ASSISTANTS

	Wage	Benefit
District 1	$18.20	$5.33
District 2	$14.36	$4.95
District 3	$16.17	$4.43
District 4	$18.03	$7.75

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NURSE PRACTIONERS

	Wage	Benefit
District 1	$53.27	$11.36
District 2	$53.10	$ 9.72
District 3	$53.29	$ 8.42
District 4	$56.72	$16.15

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NURSING ASSISTANTS

	Wage	Benefit
District 1	$15.60	$3.47
District 2	$16.75	$5.29
District 3	$15.52	$3.45
District 4	$15.57	$3.82

Occupations Include:
Certified Nursing Assistants, Hospital Aides, Infirmary Attendants

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ORDERLIES

	Wage	Benefit
District 1	$16.37	$4.09
District 2	$16.37	$4.09
District 3	$16.37	$4.09
District 4	$16.37	$4.09

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PERONAL CARE AIDES

	Wage	Benefit
District 1	$11.92	$4.24
District 2	$12.34	$1.56
District 3	$14.32	$3.30
District 4	$12.15	$2.93

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PHYSICIANS ASSISTANTS

	Wage	Benefit
District 1	$51.73	$13.14
District 2	$62.64	$12.44
District 3	$74.86	$12.62
District 4	$59.77	$13.45

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REGISTERED NURSES

	Wage	Benefit
District 1	$33.51	$8.37
District 2	$32.86	$7.03
District 3	$33.13	$6.68
District 4	$34.70	$8.48

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MATERIAL AND MAIL HANDLING

FREIGHT, STOCK, AND MATERIAL HANDLERS

	Wage	Benefit
District 1	$15.41	$4.75
District 2	$15.40	$5.52
District 3	$15.26	$5.75
District 4	$15.71	$5.98

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FOOD SERVICE AND COOKING

COOKS, (INSTITUTION AND CAFETERIA)

	Wage	Benefit
District 1	$14.87	$4.87
District 2	$14.25	$4.07
District 3	$14.18	$4.52
District 4	$14.79	$4.54

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FOOD PREPARATION AND SERVING RELATED WORKERS

	Wage	Benefit
District 1	$11.64	$3.00
District 2	$11.71	$4.64
District 3	$11.84	$3.45
District 4	$12.12	$3.33

Occupations Include:
Dietary Aides, Counter Attendants, and Dining Room Attendants.

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MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE SERVICE TECHNICIANS AND MECHANICS

	Wage	Benefit
District 1	$20.56	$2.91
District 2	$23.35	$3.32
District 3	$23.66	$5.44
District 4	$27.00	$4.70

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BUS AND TRUCK MECHANICS AND DIESEL ENGINE SPECIALISTS

	Wage	Benefit
District 1	$23.64	$7.84
District 2	$23.97	$8.01
District 3	$20.78	$6.44
District 4	$21.37	$6.74

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CONSTRUCTION EQUIPMENT MECHANICS

	Wage	Benefit
District 1	$25.64	$10.32
District 2	$27.17	$ 8.08
District 3	$25.26	$11.13
District 4	$24.11	$12.36

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APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE MECHANICS

	Wage	Benefit
District 1	$16.03	$1.70
District 2	$15.90	$1.70
District 3	$15.00	$1.70
District 4	$17.18	$1.70

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COMPUTER, AUTOMATED TELLER, AND OFFICE MACHINE REPAIRERS

No Rate Established

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COMPUTER USER SUPPORT SPECIALISTS

	Wage	Benefit
District 1	$28.67	$8.57
District 2	$27.59	$8.25
District 3	$27.77	$8.17
District 4	$27.41	$8.32

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City Council Regular

Date:	12/12/2022
Title:	SmithRx Pharmacy Benefit Manager Contract
Presented by:	Karla Stanton, Human Resources Director
Department:	Human Resources
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends approval of SmithRx Pharmacy Benefit Manager services agreement for City employees' pharmaceutical needs.

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

Pharmacy Benefit Managers (PBMs) are companies that manage prescription drug benefits on behalf of health insurers, Medicare Part D drug plans, large employers, and other payers. By negotiating with drug manufacturers and pharmacies to control drug spending, PBMs have a significant behind-the-scenes impact in determining total drug costs for insurers, shaping patients' access to medications, and determining how much pharmacies are paid.

PBMs operate in the middle of prescription drug distribution chains by providing the following:

- Develop and maintain lists, or formularies, of covered medications on behalf of health insurers, which influence which drugs individuals use and determine out-of-pocket costs
- Use their purchasing power to negotiate rebates and discounts from drug manufacturers
- Contract directly with individual pharmacies to reimburse for drugs dispensed to beneficiaries.

The City facilitated a Request For Proposals for PBM services to:

- Effectively address rising specialty medication costs while positively impacting patients
- Achieve full transparency and alignment of City's interests
- Understand and optimize effective clinical programs
- Balance cost-control with patient intervention/disruption
- Provide forward-thinking and market-leading programs in a rapidly changing industry

The RFP delivered multiple competitive bids but SmithRx was chosen as the best PBM solution moving forward. SmithRx offered the most favorable contract terms, projected 15% net-cost reduction while not disrupting patient prescription therapy. SmithRx is a middle-market PBM serving self-insured companies across the country with a transparent fee structure and effective specialty-management solutions. SmithRx also held an existing integrated relationship with miRx pharmacy which is where the majority of City of Billings' Health Insurance Plan participants fill their medications.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

. SmithRx offered the most favorable contract terms, projected 15% net-cost reduction while not disrupting patient prescription therapy. The fee for PBM services will continue to be paid from the City's Health Insurance Fund.

Attachments

SmithRx Contract

SMITH HEALTH, INC.
AGREEMENT FOR PBM SERVICES WITH PLAN SPONSOR

THIS AGREEMENT FOR PBM SERVICES WITH PLAN SPONSOR ("**Agreement**") will be effective as of January 1, 2023 ("**Effective Date**") and is entered into by and between SMITH HEALTH, INC., a Delaware corporation ("**Smith**"), and CITY OF BILLINGS ("**Plan Sponsor**") for itself and on behalf of its self-funded health benefit plans identified on the Set-Up Forms furnished by Plan Sponsor to Smith, (individually, a "**Plan**", and collectively, "**Plans**"). Smith and Plan Sponsor may be referred to each as a "**Party**" and collectively as "**Parties**."

RECITALS

WHEREAS, Smith, either directly or through its affiliates and contractors, engages in pharmacy benefit management services, including, among other things: establishing and maintaining a pharmacy network, including retail, mail and specialty pharmacies; processing and paying pharmacy claims; providing care management programs; and providing formulary and rebate administration all as described with more particularity in Article III below ("**PBM Services**").

WHEREAS, Plan Sponsor offers the Plans to "**Members**" (as defined below).

WHEREAS, Smith and Plan Sponsor desire that Smith be the exclusive provider of PBM Services to the Plans, under the terms and conditions set forth herein.

WHEREAS, Smith provides its PBM Services pursuant to a transparent, pass-through pricing model, whereby Smith charges Plan Sponsor only for: (i) reimbursement of 100% of the prescription drug claim costs that Smith pays to pharmacies on account of Member claims, and (ii) the Administrative Fees (as defined below) as sole consideration for the PBM Services.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

TERMS OF AGREEMENT

I. DEFINITIONS

"**100% Member Paid Claims**" means claims for Covered Products that are paid 100% by the Member outside of the deductible phase. For clarification purposes, claims that applied towards Member deductibles shall not be considered 100% Member Paid Claims.

"**100% Member Paid Program Claims (e.g., Discount Card)**" means claims for Covered Products that are dispensed under a Discount Card, or other like program, operated outside of Smith or has no affiliation with Smith.

"**340B Eligible Claim**" means a claim for a Covered Product that meets the requirements as defined by the Public Health Service Act and submitted with a submission clarification code of 20 and contracted pharmacies which are categorized as Type 39 or Type 38. Not all claims from

covered entities and contracted covered entities are eligible, unless the claim is identified specifically as a 340B Eligible Claim via reconciliation and audit trail.

"**Administrative Fees**" means the per Claim Base Administrative Fee set forth in Exhibit A, as well as any applicable Connect Program Administrative Fees set forth in Exhibit A, which are charged to Plan Sponsor by Smith as sole consideration for the PBM Services.

"**Ancillary Supplies, Equipment, and Services**" or "**ASES**" means ancillary supplies, equipment, and services provided or coordinated by Specialty Pharmacy in connection with Specialty Pharmacy's dispensing of Specialty Products. ASES may include all or some of the following: telephonic and/or in-person training, nursing/clinical services, in-home infusion and related support, patient monitoring, medication pumps, tubing, syringes, gauze pads, sharps containers, lancets, test strips, other supplies, and durable medical equipment.

"**Assist Program**" means the optional Smith Connect Program that leverages discount card pricing in order to give Members access to the lowest available price for a Covered Product at the point of sale by comparing (1) Smith's contracted price with a Participating Pharmacy against (2) the discounted price available from partner network processors, and then making the lowest price available to the Member.

"**Authorized Generics**" means prescription drugs that are produced by an innovator (i.e., the brand manufacturer) under a New Drug Application (NDA), or licensed to be produced by a generic company under the New Drug Application (NDA), and are marketed, sold, and/or distributed as generics under private label. Further, an Authorized Generic is identical to its brand counterpart in dosage form, safety, strength, route of administration, intended use, active and inactive ingredients and, as applicable, size, shape, color, taste, smell and mouth feel.

"**Average Wholesale Price**" or "**AWP**" means for individual claims will be the actual reported AWP from MediSpan for the specific NDC11 on the day of service for all channels (i.e., Retail, Mail, and Specialty). Claims will not use an average AWP and will not, in any way be calculated, altered, adjusted, or assigned an alternate NDC number. Claims at Mail and Specialty will use the AWP of the actual package size, NDC11, used to dispense (not the package size of the prescription dispensed). Smith will not assert a proprietary source of AWP calculation, algorithm, or other means for calculating the benchmark AWP.

"**Biosimilar Drug**" means a type of biological product that is licensed (i.e., approved) by the Food and Drug Administration (FDA) because the product is highly similar to an already FDA-approved biological product, known as the reference product, and has been shown to have no clinically meaningful differences from the reference product. A Biosimilar Drug shall also include an "interchangeable biological product" which, in addition to meeting the biosimilarity standard, is expected to produce the same clinical result as the reference product in any given patient. Biosimilar Drugs are determined by the FDA from time to time and are listed in the FDA's Purple Book (presently found at: http://www.fda.gov/Drugs/DevelopmentApprovalProcess/HowDrugsareDevelopedandApproved/ApprovalApplications/TherapeuticBiologicApplications/Biosimilars/ucm411418.htm). Biosimilar Drugs are Brand Drugs, unless they are required to be classified as Generic Drugs under CMS regulations or FDA standards.

"**Brand Drug**" means a drug with the multisource code field in MediSpan of "M" or "N" or "O." When a drug is identified as a Brand Drug, it shall always be considered a Brand Drug for all purposes, guarantees, and reconciliations. A Brand Drug may be dispensed and treated as a Generic Drug for the sole purpose of Member Cost Share.

"**Clean Claim**" means a Claim for payment with no defect, impropriety or special circumstance, including incomplete documentation that interferes with Smith's ability to process or pay the Claim.

"**COB (Secondary Payor) Claim**" means a claim which processed with an Other Coverage Code of 2 indicating that the Plan Sponsor is the secondary payer.

"**Compound Drug**" means a product where two or more solid, semi-solid, or liquid medications are mixed together. The end product must not be available in an equivalent commercial form. The product will not be considered a Compound Drug if it is reconstituted or if, to the active ingredient, only water, alcohol, flavoring, coloring, or sodium chloride solutions are added. Compound Drugs shall be priced using the NCPDP D.0 standard which shall capture each ingredient used in the medication.

"**Connect Program(s)**" means the optional Patient Assistance Program (PAP), Copay Max Program (for both specialty and traditional drugs), International Sourcing Program (for both specialty and traditional drugs), and Assist Program, pursuant to which Smith provides education and assistance to Members designed to identify opportunities for cost savings on drugs that are Covered Products (in the case of the Copay Max Program, International Sourcing Program, and Assist Program) and drugs that are not Covered Products (in the case of the PAP), and other savings programs as may be introduced by Smith subsequent to the date of this Agreement.

"**Connect Program Savings**" means savings delivered to the Plan Sponsor by Smith using Smith's Patient Assistance Program, Copay Max Program, International Sourcing Program, and/or Assist Program, and other savings programs as may be introduced by Smith subsequent to the date of this Agreement.

"**Copay Max Program**" means the optional Smith Connect Program designed to connect Members with Mail Order Pharmacies and Specialty Pharmacies that routinely apply manufacturer copay coupons on select traditional medications. As well as identifying such pharmacies and facilitating the ability of such pharmacies to apply manufacturer coupons, this program allows Smith to capture the value of the coupons, so that it can adjust accumulators to match Member out of pocket experience.

"**Covered Product**" means those prescription drugs, supplies, devices, Specialty Products, and any other related products or services, and other items that are covered under the Prescription Drug Program, each as indicated as covered on Smith's Client Set-Up Forms. For avoidance of doubt, this shall include OTCs and vaccines.

"**COVID-19 Vaccine**" means any of several different vaccine technologies intended to provide acquired immunity against SARS-CoV-2 (COVID 19).

"**Dispensing Fee**" means a per prescription fee charged by Participating Pharmacies to dispense Covered Products, which is intended to reimburse the pharmacy for the work involved in dispensing a prescription. For clarity, the Dispensing Fee is added to the discounted AWP or MAC; no Dispensing Fee is added to the U&C.

"**Drug Classification**" means the agreed upon methodology to classify Brand Drugs and Generic Drugs as set forth in this Agreement. For clarity, the Drug Classifications shall be incorporated into the Agreement and any future amendments and renewals entered into between the Parties unless expressly otherwise agreed to in writing.

"**Eligibility Files**" means the list submitted by Plans or Plan Sponsor, on behalf of Plans, to Smith in reasonably acceptable on-line, FTP, or electronic format identifying Members.

"**Fees**" means all the fees specified in this Agreement, including, without limitation, all of the items of expense set forth in Section 4.1.

"**Flu Vaccine**" means a claim for a Covered Product within the MediSpan Drug Group of Vaccines or Toxoids that is administered for Influenza.

"**Formulary**" means the list of pharmaceutical products and supplies, quantity limits, prior authorization guidelines, and clinical guidelines for detailing coverage of such products, which is developed and approved by Smith.

"**Generic Drug**" means a drug with the multisource code field in MediSpan of "Y." When a drug is identified as a Generic Drug, it shall always be considered a Generic Drug for all purposes, guarantees, and reconciliations.

"**Guarantees**" are those guarantees set forth in Exhibit A.

"**High-Cost Retail Pharmacy**" means CVS, Rite Aid, and Walgreens retail pharmacies.

"Ingredient Cost" means the cost of the Covered Product (not including Dispensing Fee) which is used to calculate the AWP discount guarantees. The Ingredient Cost will be calculated as the lesser of a MAC price, discounted AWP, or Usual & Customary.

"**Internationally Sourced Drugs**" means those prescription drugs received from an international pharmacy to which a Member is connected through the International Sourcing Program.

"**International Sourcing Program**" means the optional Smith Connect Program designed to connect Members with an independent international sourcing company, for the purpose of procuring select medications by mail from independent international pharmacies. For clarity, the international pharmacies are not credentialed by Smith and are not members of Smith's network of Participating Pharmacies or Mail Order Pharmacies.

"**Invoice Period**" means semi-monthly, such that the first Invoice Period each month shall conclude at midnight on the 15th of the month and the second shall conclude on the last day of the month.

"**Limited Distribution Drug**" or "**LDD**" means a Specialty Product that is used to treat conditions affecting only a small group of patients across several disease states, (i.e., oncology, growth hormone treatments, and multiple sclerosis) and refers to injectable, infusion, and other specialty products, whose dispensing is restricted by the pharmaceutical manufacturer to only 3 or fewer pharmacies.

"**Limited Distribution Pharmacy**" or "**LDD Pharmacy**" means a licensed pharmacy authorized by pharmaceutical manufacturer to dispense the LDD injectable, infusion, and other specialty products.

"**Lower of Pricing Logic**" means the minimum of the following: Submitted Usual and Customary, MAC + Dispensing Fee, AWP Discount (or alternative metrics such as WAC, NADAC, AAC, etc.) + Dispensing Fee, and Submitted Ingredient Cost (if allowed) + Dispensing Fee.

"**Mail Order Pharmacy**" means a duly licensed pharmacy that primarily dispenses prescriptions (but not primarily Specialty Products) to Members through mail delivery service that is contracted with and/or owned or operated by Smith.

"**Maximum Allowable Cost**" or "**MAC**" means a list(s) of drugs commercially available from manufacturers and the price at which Smith will pay Claims for such drugs from a pharmacy. Smith will select such drugs, which may include Generic Drugs and multi-source Brand Drugs, and set forth the maximum unit ingredient cost payable by Smith. The MAC list and associated pricing are updated frequently at Smith's discretion, and Smith will provide a copy of the MAC list(s) to Plan Sponsor upon request.

"**Medical Supplies and Devices**" means products within the MediSpan Drug Group of Medical Supplies and Devices.

"**Member**" means each person who is eligible to receive prescription drug benefits under a Plan as indicated by Plans to Smith in the Eligibility Files.

"**Member Cost Share**" means the amount which a Member is required to pay for a Covered Product in accordance with the plan design, as indicated on the Set-Up Forms. Member Cost Share includes any coinsurance (the percentage or portion of the cost of care or service that a Member may be obligated to pay for a Covered Product at the time the care and/or service is provided/dispensed), copayment/copay (the fixed dollar amount that a Member may be obligated to pay for a Covered Product at the time the Covered Product is provided/dispensed), or deductible (the amount of out-of-pocket expenses that a Member is responsible to pay for Covered Product prior to being eligible to receive benefits from the Plan Sponsor's prescription drug plan).

"**Member Submitted Claim**" means a claim submitted by a Member for Covered Products dispensed by a pharmacy for which the Member paid out of pocket.

"**NDC-11**" means the full, 11-digit National Drug Code.

"**New to Market**" means a Covered Product that has been on the market for no longer than 90 days, as of the effective date in MediSpan.

"**New-To-Market**" means a drug or product that is newly introduced for sale by pharmaceutical manufacturers and made available for dispense at pharmacies after the Effective Date.

"**Non-Formulary Brand Drug**" means the drugs that are not included in the Formulary approved by the Plan Sponsor. When a drug is identified as a Non-Formulary Brand Drug, it shall be considered a Non-Formulary Brand Drug for all purposes, including Member Cost Share, therapeutic classification, pricing and all related guarantees.

"**Non-Standard Retail Pharmacies**" shall include, but not be limited to, Long Term Care, Home Infusion, Indian/Tribal/Urban (I/T/U), or VA pharmacies.

"**Other Vaccine**" means a claim for a Covered Product within the MediSpan Drug Groups of Vaccines or Toxoids, other than Influenza and COVID-19.

"**Over-the-Counter**" or "**OTC**" means products that are identified by MediSpan RXOTC Indicator as OTC.

"**Paid Claim**" means a Claim that is approved for payment, in whole or in part, and has not been reversed within the same invoice period. Administrative Fees will be paid on a per net Paid Claim basis, where the total amount of Administrative Fees paid by Client will not include payment of such fees for any Paid Claims that were reversed or rejected on the same day as the original claim being processed.

"**Paper Claim**" means a manual/paper claim submitted by a Member for a Covered Product dispensed by a pharmacy for which the Member paid cash.

"**Participating Pharmacy**" means any licensed pharmacy—including retail pharmacies, I/T/U pharmacies, pharmacies operated by federally qualified health centers and rural health centers, Long Term Care pharmacies, and/or Home Infusion pharmacies—with which Smith has contracted to provide Covered Products to Members, but shall not include any Mail Order Pharmacy, Specialty Pharmacy, or international pharmacy.

"**Pass Through**" means Smith shall invoice Plan Sponsor the same amounts reimbursed by Smith to Participating Pharmacies for any Covered Product dispensed from such retail Participating Pharmacy. This pricing model will bill Plan Sponsor the exact Ingredient Cost, Dispensing Fee and taxes paid less Member Cost Share to the Participating Pharmacy. Smith receives no other revenue and derives no other value from any Paid Claim adjudicated at the Participating Pharmacy, either directly or indirectly, in the aggregate or otherwise, except for the fee(s) charged by Smith to a Participating Pharmacy for administrative services related to dispensing Covered Products to Members. Smith shall pass through 100% of pharmaceutical manufacturer or other third-party remuneration that is attributable to the purchase or utilization of

Covered Products, including but not limited to incentive rebates, rebates, market share incentives, market share of utilization, rebate submission fees, and administrative or management fees.

"**Patient Assistance Program**" or "**PAP**" means the optional Smith Connect Program designed to connect Members with assistance in obtaining manufacturer or third-party assistance in paying for medications that are not Covered Products.

"**Plan**" means the self-funded healthcare plan(s) sponsored by Plan Sponsor.

"**Prescription Drug Claim**" or "**Claim**" means a Member Submitted Claim, Subrogation Claim, or claim for payment submitted to Smith by a Participating Pharmacy, Mail Order Pharmacy, Specialty Pharmacy, or international pharmacy in connection with dispensing a Covered Product to a Member.

"**Prescription Drug Claim Cost**" means the amount determined by Smith to be due and payable from Plan to the Participating Pharmacy on account of a Prescription Drug Claim, inclusive of any Ingredient Costs and any Dispensing Fees. For clarity, this amount is exclusive of any Member Cost Share.

"**Prescription Drug Program**" means the specific pharmacy benefit management services and benefit design adopted by, and applicable to, each Plan under this Agreement.

"**Prescription Drug Services**" means those Covered Products and related services, which are prescribed by a prescriber and dispensed, furnished, or administered to Members by pharmacies or other authorized health care providers.

"**Protected Health Information**" or "**PHI**" shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. § 160.103.

"**Rebates**" means (i) retrospective formulary rebates that are paid to Smith pursuant to the terms of a formulary rebate contract negotiated independently by Smith directly or indirectly with a pharmaceutical manufacturer or rebate aggregator and directly attributable to the utilization of certain Covered Products by Members and (ii) all other manufacturer derived revenue or point of sales savings received by Smith or delivered to Plan Sponsor and directly attributable to the utilization of certain Covered Products by Members. "Rebates" includes but is not limited to: base, incentive, portfolio, market share, price protection, manufacturer administrative fees, value-based remuneration, and indication-based remuneration payments and/or fees. The Parties intend that all Rebates be treated as discounts for purposes of the discount safe harbor, 42 CFR 1001.952(h).

"**Reversed Claim**" means a Prescription Drug Claim that is reversed by the submitting Pharmacy more than one day after initial submission by the Pharmacy.

"**Set-Up Forms**" means any document(s), form(s), or communication(s) supplied by Smith to the Plan or Plan Sponsor or by a Plan or Plan Sponsor to Smith in support of PBM Services Smith will provide under this Agreement, which when completed and approved by Plan Sponsor, on behalf of a Plan, will describe the essential benefit elements and coverage rules adopted for the applicable Plan.

"**Single Source Generic Drugs**" or "**SSGs**" means those Generic Drugs that are only available from one manufacturer and labeler, including generics with limited availability, exclusivity, or competition, including Authorized Generics. When a drug is identified as Single Source Generic Drug, it shall be considered a Single Source Generic Drug for all purposes, including Member Cost Share, therapeutic classification, pricing and all related guarantees.

"**Specialty Product**" means a Covered Product that is a certain pharmaceutical and/or biotech or biological drug that is used in the management of chronic or genetic disease, including but not limited to injectable, infused, or oral Medications, or that otherwise require special handling. Specialty Products shall be defined at the GPI level, meaning if a single NDC within the GPI is considered Specialty, all NDCs within the GPI shall be considered Specialty (whether or not all NDCs are listed on the specialty list). Drug-by-drug guaranteed minimum pricing, by NDC to be provided on a quarterly basis or upon request. When a drug is identified as Specialty Product, it shall be considered a Specialty Product for all purposes, including Member Cost Share, therapeutic classification, pricing and all related guarantees.

"**Specialty Product List**" means an agreed upon list of Specialty Products and their reimbursement rates maintained and updated by Smith from time to time.

"**Specialty Pharmacy**" means a pharmacy network or individual pharmacy that primarily dispenses Specialty Products and provides specialty services; provided, however, that when the Mail Order Pharmacy dispenses a Specialty Product, it shall be considered a Specialty Pharmacy hereunder.

"**Subrogation Claim**" means a claim submitted by any state or a person or entity acting on behalf of a state under Medicaid or similar United States or state government health care programs, for which the Plan Sponsor is deemed to be the primary payor by operation of applicable federal or state laws.

"**Usual and Customary**" or "**U&C**" means the lowest price, including any Dispensing Fee, a pharmacy would charge a customer without any insurance coverage if such customer were paying cash for the identical drug on the date dispensed. This includes any applicable discounts, including but not limited to, senior discounts, frequent shopper discounts, and other special discounts offered to customers.

"Zero Balance Claim" or "**Zero Balance Due"** means a claim for which there is no balance due from the Plan Sponsor following the application of the Member Cost Share to the cost of the claim.

II. ESTABLISHMENT OF THE PRESCRIPTION DRUG PROGRAM

2.1 Eligibility/Set Up.

(a) Smith will, during the implementation phase, work in good faith with the Plan and/or Plan Sponsor(s) to collect, document, and implement a mutually agreed upon structure, content and frequency of files exchanged between Smith and Plan or Plan Sponsor, escalation processes, essential benefit elements and coverage rules adopted for the Plan to include which (if any) of the Connect Programs that Plan Sponsor opts into for the applicable Plan ("**Plan Benefit**

Design"), and any other processes, services or deliveries. Documentation of this Plan Benefit Design shall be reflected in the Set-Up Forms.

(b) At Smith's discretion the Set-Up Forms and the overall Plan Benefit Design shall be required to be approved and/or signed by the Plan or Plan Sponsor (electronic communications from the Plan Sponsor indicating the Plan's approval may satisfy the foregoing) on behalf of a Plan.

(c) Smith's PBM Services shall be provided subject to the terms and conditions set forth herein and in the Set-Up Forms and Plans will not act contrary to the terms and conditions set forth herein and therein. Smith shall load the Eligibility Files and the Plan Benefit Design(s) in accordance with the Set-Up Forms.

(d) Any changes to the Plan Benefit Design(s) and/or Set-Up Forms must be documented by the applicable Plan or the Plan Sponsor, on behalf of a Plan, at least thirty (30) days prior to the effective date of these changes.

(e) Plans shall provide Smith with Eligibility Files and accumulator files, and Smith shall load these Eligibility Files and accumulator files according to the schedule set forth in the Set-Up Forms. Plans shall be responsible for validating eligibility loads and correcting Member records. Smith shall not be financially or otherwise responsible for any mistaken coverage, claims payment or denial determination if such mistake is due to a change in a person's eligibility status and the mistake is made prior to the earlier of (a) the entry of such corrections in Smith's claims processing system or (b) two (2) business days after such change information is received by Smith.

2.2 Change Control.

(a) If a Plan elects to change benefit design features of such Plan's Prescription Drug Program after initial setup as described in the Plan Benefit Design, including, but not limited to, changes in Member Cost Share, Covered Products, care management programs, or otherwise, Plan shall communicate such change(s) in writing to Smith no less than thirty (30) days prior to the implementation date of such change(s). Such change(s) shall become approved upon written acceptance by Smith, which acceptance shall specify the proposed implementation date of such change(s). The Plan Benefit Design shall be updated with or incorporate such change(s) and shall be required to be approved by the Plan or Plan Sponsor (electronic communications from the Plan Sponsor indicating the Plan's approval shall satisfy the foregoing) on behalf of a Plan. Smith shall not be responsible for notifying Members of the change.

(b) On an annual basis, Smith shall provide Plan or Plan Sponsor with at current Plan Benefit Design. Plan or Plan Sponsor will be required to review, provide plan change requests in accordance with 2.2.a. above, as applicable, and approve of the Plan Benefit Design.

(c) Any changes to the structure and/or frequency of files exchanged between Smith and Plan and/or Plan Sponsor shall be communicated to Smith no less than ninety (90) days prior the implementation of such change(s). The implementation of such change(s) and timing of implementing such change(s) are subject to Smith's sole discretion and approval.

III. PBM SERVICES

3.1 General PBM Services.

(a) Plan Sponsor warrants and represents that each of the Plans is an employee welfare benefit plan (as defined in Section 3(1) of ERISA) sponsored by Plan Sponsor.

(b) Smith shall be the exclusive provider of PBM Services to and on behalf of Plans. Plan Sponsor represents that neither it nor the Plans have agreements with any (i) pharmacies to offer Covered Products to Members, (ii) rebate aggregator, under which they earn discounts negotiated by such rebate aggregator with pharmaceutical companies, based on the utilization of either Covered Products or related ASES, or (iii) pharmacy benefit managers, and will not enter into any such agreement(s) during the term of this Agreement.

(c) Plan Sponsor, on behalf of Plans, grants Smith authority to negotiate and receive Rebates on behalf of Plans. Smith will pay all Rebates it collects to Plan Sponsor, by way of an invoice credit, on behalf of Plans, within thirty (30) days of receipt and reconciliation by Smith.

(d) Smith agrees that it will provide the PBM Services hereunder with due care and in a manner consistent with industry norms and standards and will conduct its operations in accordance with all applicable law.

3.2 Pharmacies.

(a) Smith shall maintain network(s) of Participating Pharmacies, provide access to Mail Order Pharmacies and Specialty Pharmacies and make available a list of such pharmacies ("**Pharmacies**") on-line, which it will update from time to time. Smith will require each Participating Pharmacy, Mail Order Pharmacy, and Specialty Pharmacy to meet Smith's network participation requirements. Smith shall periodically perform audits of Pharmacies to determine compliance with Smith's billing requirements, and, in the event any overpayments are identified, shall attempt recovery through offset, demand or other reasonable means; provided that Smith will not be required to institute litigation to recover such overpayments. Any overpayments recovered by Smith shall be credited to the applicable Plan after reduction on account of any collection, or other recovery related, fees payable to third parties.

(b) Members may have prescriptions filled through the Participating Pharmacies, Mail Order Pharmacies, and Specialty Pharmacies, as appropriate, subject to their payment of any Member Cost Share. Subject to applicable law, Smith and the Specialty Pharmacy may communicate with Members and physicians to advise Members filling Covered Products at any such Pharmacy of the availability of filling prescriptions through such Pharmacies.

(c) Smith will adjudicate pharmacy claims for Covered Products and will pay Participating Pharmacies the lessor of (i) U&C, (ii) AWP minus a percentage, plus a Dispensing Fee, or (iii) MAC plus a Dispensing Fee.

(d) Smith does not direct or exercise any control over the Participating Pharmacies, Mail Order Pharmacies, or Specialty Pharmacies, or over the professional judgment exercised by

any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at any such Pharmacy. Smith shall have no liability to Plan Sponsor, Plans, any Member or any other person or entity for any act or omission of any Participating Pharmacy or its agents or employees.

3.3 Specialty Products and ASES.

(a) Smith maintains a list of Specialty Products and applicable pharmacy reimbursement rules. Smith will periodically notify Plans of new Specialty Products with their applicable reimbursement rates ("**Notice**"). All Specialty Products shall be deemed to be Covered Products unless a Plan has expressly excluded a specific therapy class or product on a Set-Up Form. Any change to the "excluded classes" requires a change to the Set-Up Forms as contemplated in Section 2.2. There will not be any retroactive denials for Prescription Drug Claims processed prior to Smith's receipt of the change and implementation of the exclusion and Plans will be responsible for the payment of such Prescription Drug Claims processed prior to the implementation of the change.

(b) Members may receive the following services from Specialty Pharmacy, depending on the particular therapy class or disease state: ASES; patient intake services; pharmacy dispensing services and/or social services (patient advocacy, hardship reimbursement support, and indigent and patient assistance programs).

(c) Subject to a Plan's prior authorization requirements, if applicable, Smith will provide or coordinate ASES for Members through Specialty Pharmacy or through other specialty pharmacies or other independent third party providers of ASES when ASES is required. If Smith or Specialty Pharmacy engages a third party provider of ASES, Smith or Specialty Pharmacy shall contractually obligate such third party provider of ASES to comply with all applicable laws, including, without limitation, all applicable laws relating to professional licensure. Smith does not direct or exercise any control over any third party provider of ASES in administering Specialty Products or otherwise providing ASES.

(d) ASES provided or coordinated in connection with the dispensing of Specialty Products at Participating Pharmacies (for example, limited distribution products not then available through Specialty Pharmacy or overrides) will be billed to Plans at the cost charged to Smith for such items and services, unless such ASES provided or coordinated are included in the ingredient cost of the Specialty Product. For clarity, these services and items are not subject to any Guarantees and are excluded from the calculation of those amounts.

3.4 Program Reporting.

(a) Program Reporting. Smith shall make available Smith's standard management information reporting capabilities to the Plans, subject to applicable law.

3.5 Care Management Programs. Smith will provide certain care management programs adopted by a Plan. Care management programs are subject to change from time-to-time at Smith's discretion.

3.6 Claims Processing and Payment.

(a) Smith shall process and pay Member Submitted Claims in accordance with the rules in the Set-Up Forms and Smith's standard procedures.

(b) The processing and payment of initial claims for benefits for Member Submitted Claims and prior authorization requests shall be conducted by Smith in a manner consistent with the requirements for claim processing set forth in 29 CFR Part 2560 ("**Claims Rules**"), except that each Plan shall be responsible for ensuring compliance with any aspect of the requirements relating to functions performed, or materials prepared, by such Plan or any other third party. Smith will not conduct any appeals of denied "claims for benefits" (as that term is defined in 29 CFR Part 2560).

(c) Smith shall process and pay claims processing services for Covered Products dispensed by Participating Pharmacies, Mail Order Pharmacies, and Specialty Pharmacies.

(d) In connection with each prescription submitted for processing on-line by a Participating Pharmacy, Smith will perform standard drug utilization review ("**DUR**") in order to assist the dispensing pharmacist and prescribing physician in identifying potential drug interactions, incorrect prescriptions or dosages, and certain other circumstances that may be indicative of inappropriate prescription drug usage. Smith's DUR processes are not intended to substitute for the professional judgment of the prescriber, the dispensing pharmacist or any other health care professional providing services to the Member.

(e) If authorized by a Plan on the Set-Up Forms, Smith will process and pay Subrogation Claims in accordance with applicable federal and state laws, in which case Plan Sponsor, on behalf of such Plan, will pay such Subrogation Claims in accordance with Article IV. If a Plan does not authorize Smith to process Subrogation Claims, Smith will reject the claim and refer claimants to the Plan regarding such claims, in accordance with applicable federal and state laws. Smith is not legally responsible to pay Subrogation Claims to the extent Plan Sponsor is not timely paying Smith with respect to such Subrogation Claims.

(f) Plans, and not Smith, shall have the final responsibility for all decisions with respect to coverage of a Prescription Drug Claim and the benefits allowable under the Plan, including determining whether any rejected or disputed claim will be allowed.

(g) In connection with all Prescription Drug Claims, Smith extends to the Plans the Guarantees set forth in Exhibit A.

3.7 Prior Authorization. Smith shall provide prior authorization ("**PA**") services as specified and directed on the Set-Up Forms. Prior authorized drugs must meet Plan-approved guidelines ("**Guidelines**") before they are deemed to be Covered Products. Unless a Plan otherwise directs, the Plans hereby authorize coverage for an otherwise excluded use in the event of co-morbidities, complications and other factors not otherwise expressly contemplated by the Guidelines. In determining whether to authorize coverage of a drug, Smith will apply only the Guidelines and may rely entirely upon information about the Member and the diagnosis of the Member's condition provided to it from the prescriber. Smith will not undertake to determine medical necessity, make

diagnoses or substitute Smith's judgment for the professional judgment and responsibility of the prescriber.

3.8 Appeals. Members may choose to appeal a determination of Smith with respect to satisfaction of prior authorization requirements established by Plan. In such an event, Smith shall accept any additional information provided by Member and apply the prior authorization requirements in order to determine whether to authorize coverage of such products. Smith shall not undertake, and is not required hereunder, to determine medical necessity or appropriateness of therapies, to make diagnosis or substitute Smith's judgment for the professional judgment and responsibility of a physician or healthcare provider. If the Member appeals a determination with respect to a claim a second time, Smith shall refer the appeal to the applicable Plan for resolution and/or will facilitate referral of the appeal to a third party independent review organization ("IRO"). For clarity, Smith will not conduct any external review services (as defined in the Patient Protection and Affordable Care Act of 2010 and its implementing regulations).

3.9 Claims Adjustments. The Parties acknowledge that, from time to time, adjustments to paid Prescription Drug Claims may be necessary as the result of coordination of benefits, subrogation, payment errors, pharmacy audit recovery, or other reasons, and that such adjustments may result in either credits to a Plan or additional amounts owed by a Plan. Each Plan shall cooperate with Smith when Smith desires to adjustment reimbursements to Pharmacies or others to correct erroneous disbursement or payment amounts.

3.10 Call Center. Smith will provide 24-hours a day, 7-days a week toll-free telephone, Interactive Voice Response ("**IVR**"); live telephonic support services during business hours; and internet support to assist Plans, Plans' clients and agents and Members with Member eligibility and benefits verification, location of Participating Pharmacies or other related Member concerns.

3.11 Formulary Adherence and Care Management Programs. Smith may provide care management, safety, adherence, and other programs as appropriate. Smith shall not implement any program for which a Plan may incur an additional fee without Plan Sponsor's prior written approval and election of such program on behalf of such Plan.

3.12 Claims Data.

(a) Smith shall retain each Plan' claims data for a total of ten (10) years from the date the prescription is filled. Thereafter Smith will dispose of such data in accordance with its standard policies and practices and applicable state and federal law. Disposition of PHI shall be in accordance with the Business Associate Agreement attached hereto as Exhibit B.

(b) In accordance with the Data Disclosure Authorization attached hereto as Exhibit D, upon a Plan's written request and at no additional charge, Smith shall provide regular prescription claims data in Smith's standard format(s) to such Plan's third-party service providers (collectively, "**Other Services Vendors**") that provide other services to and on behalf of the Plan(s), including for disease management, flexible savings account and other "payment," "treatment" and "healthcare operations" purposes (as defined under HIPAA). Requests for retrieval of data beyond thirty (30) months are subject to reasonable programming and retrieval charges.

3.13 Member Identification Cards.

(a) Each Member identification card shall contain appropriate contact and benefit information, including (i) Member name and date of birth, (ii) Member identification number(s), (iii) Smith's twenty-four (24) hours, seven (7) day/week toll-free Customer Services telephone number(s), and (iv) any other information required by applicable law.

(b) At Plan Sponsor's written request, Smith shall issue and provide the original and/or any replacement Member identification cards and Plan Sponsor shall reimburse Smith for costs associated with the provision of such Member identification cards.

(c) At Plan Sponsor's written request, Smith shall make temporary, replacement Member identification cards directly available to Members through its web portal(s).

3.14 Connect Programs. Smith will provide the Connect Programs (that Plan Sponsor opts into) in exchange for the Connect Program Administrative Fees set forth in Exhibit A.

IV. FEES AND AUDITS

4.1 Reimbursement and Payment of Fees. Smith shall have sole and exclusive authority to adjudicate and price Prescription Drug Claims in accordance with the Set-Up Forms. Along with any adjustments contemplated by Section 3.9 hereof, Smith shall have sole and exclusive authority to adjudicate and price Prescription Drug Claims in accordance with the Set-Up Forms. Smith will bill Plan, and Plan shall pay Smith, for all of the following charges: (a) reimbursement for Prescription Drug Claims paid by Smith; (b) Dispensing Fees; (c) taxes for which Plans are responsible hereunder; and (d) Administrative Fees.

4.2 Payment.

(a) Plan Sponsor or its designee, on behalf of the Plans, shall pay Smith as set forth in Exhibit A. Plan Sponsor hereby guarantees all such payments. Plans shall be responsible for all costs of collection and shall reimburse Smith for such costs and expenses, including reasonable attorneys' fees, and Plan Sponsor guarantees all such payments. All amounts not paid by the due date thereof will, after a two-week grace period for late payments, bear a finance charge from the due date of such amount until paid in full, equal to the lesser of (a) an annual interest rate consisting of the prime rate as published in the Money rates Section of The Wall Street Journal plus five percent (5%), or (b) the maximum rate permitted by law.

(b) If, at any time: (i) all or part of one or more invoices are past due and outstanding, or (ii) Smith has reasonable grounds to believe a Plan may be delinquent in payment of any invoiced amount based on the Plan's or Plan Sponsor's financial data (e.g., persistent negative cash flow, bankruptcy or insolvency), Smith may require that the Plan provide to Smith a deposit in an amount equal to the average of the last three (3) months of billing history as the basis for determining the one (1) month deposit amount or, if three (3) months billing history is not available, the most recent month of billing history as the basis. Smith will retain the deposit until the earlier of termination of this Agreement (following any run-off period), or six (6) consecutive months of timely payments of all invoiced amounts following submission of the deposit and may

apply the deposit to delinquent invoiced amounts until return of the deposit. Failure to pay a required deposit shall be grounds for suspension or termination in accordance with Section 7.2(c) hereof.

(c) Plans shall pay Smith in accordance with this Agreement for all claims for Covered Products dispensed and services provided to Members on or before the effective date of termination of this Agreement ("**Termination Date**"). Claims submitted by Participating Pharmacies or Member Submitted Claims filed with Smith after sixty (60) days from the Termination Date shall be processed and adjudicated in accordance with a mutually determined run-off plan. Smith shall continue to pay Rebates for Prescription Drug Claims processed prior to the Termination Date in accordance with the terms of this Agreement. Notwithstanding the preceding, Smith may request that the Plan Sponsor, on behalf of the Plans, pay a reasonable deposit in the event Smith is requested to process after the Termination Date claims incurred on or prior to such date by such Plan's Members. Notwithstanding anything herein to the contrary, within thirty (30) days of the Termination Date, Smith shall return to Plan Sponsor any credit balance on Plans' account.

4.3 Plan Audits. No more than once annually, Plan Sponsor, on behalf of Plans, may, upon no less than sixty (60) days prior written request, audit Smith's provision of services hereunder, the scope of which shall be to verify regulatory compliance and/or compliance with the financial terms of this Agreement. The audit will be conducted so as not to unduly interfere with the operation of Smith's business. Plan Sponsor may use an independent third-party auditor ("**Auditor**"), so long as such Auditor is a top 100 public accounting firm whose audit department is a separate function of its business and that carries professional malpractice insurance of at least $2,000,000. Any third-party Auditor shall not have a conflict of interest (as determined by Smith acting reasonably and in good faith) and shall sign Smith's standard confidentiality agreement. Any request by Plan Sponsor to permit an Auditor to perform an audit will constitute Plan Sponsor's direction and authorization, on behalf of Plans, to Smith to disclose Member-identifiable information including, without limitation, PHI to the Auditor. An audit of Prescription Drug Claims records may cover a maximum period of twenty-four (24) months prior to the agreed upon audit date. No audit period may be audited more than once. No audits will be conducted during the months of November, December or January. Plans are responsible for all expenses of the Auditor(s).

V. HIPAA; CONFIDENTIALITY

5.1 HIPAA.

(a) With respect to the access, use and disclosure of PHI, electronic transaction standards and security of electronic PHI under the Health Insurance Portability and Accountability Act of 1996, as amended, the Parties shall be subject to the terms of the Business Associate Agreement set forth in Exhibit B.

(b) Plan Sponsor represents and warrants that it has authority, on behalf of the Plans, to disclose to Smith, PHI in connection with the services to be provided hereunder. Plan Sponsor and Smith shall maintain the confidentiality and security of PHI in accordance with applicable laws and regulations. If Plan Sponsor desires, on behalf of the Plans, that Smith disclose a Plan's PHI to a third-party, Plan Sponsor shall provide written authorization to Smith to do so and Plan

Sponsor represents and warrants that it has the Plans' authority to authorize such disclosure of PHI. Smith and Plan Sponsor each shall protect the integrity and confidentiality of any PHI electronically exchanged between them and other appropriate business associates, if any.

5.2 Confidential Information.

(a) The terms of this Agreement and information of the other Party, including, but not limited to and the following, shall constitute confidential and proprietary information ("**Confidential Information**"): (i) with respect to Smith: Smith's reporting and other web-based applications, eligibility and adjudication systems, system formats and databanks (collectively, "**Smith's Systems**"), care management or formulary management operations or programs, fraud, waste and abuse tools and programs, anonymized claims data; Mail Order Pharmacy and Specialty Pharmacy data; information and contracts relating to Rebates, prescription drug evaluation criteria, drug pricing information, and Participating Pharmacy agreements; and (ii) with respect to Plan Sponsor: Plan Sponsor's business operations and strategies. Neither Party will use the other's Confidential Information or disclose it or this Agreement to any third party (other than Plan Sponsor's and Smith's attorneys and accountants, and Plan Sponsor's benefit advisor, Granite Peak Analytics, LLC) at any time during or after termination of this Agreement, except as specifically contemplated by this Agreement or upon prior written consent, which will not unreasonably be withheld. Upon termination of this Agreement, each Party will cease using the other's Confidential Information, and all such information will be returned or destroyed upon the owner's direction. Confidential Information does not include information which is or becomes generally available to the public; was within the recipient's possession or knowledge prior to its being furnished to the recipient pursuant to this Agreement or is independently developed by the recipient under circumstances not involving a breach of this Agreement. Notwithstanding the foregoing, Smith's disclosure of the terms of this Agreement to any governmental agency or body shall not constitute an impermissible disclosure under this Agreement and shall not relieve Plan Sponsor of any of its confidentiality obligations hereunder.

(b) Plan Sponsor shall not, and shall not permit any third party acting on Plan Sponsor's or any Plan's behalf to, access, attempt to access, test or audit Smith's Systems or any other system or network connected to Smith's Systems. Without limiting the foregoing, Plan Sponsor will not: access or attempt to access any portion or feature of Smith's Systems, by circumventing Smith's Systems access control measures, either by hacking, password "mining" or any other means; or probe, scan, audit or test the vulnerability of Smith's Systems, nor breach the security or authentication measures of Smith's Systems.

VI. COMPLIANCE WITH LAW

6.1 Change in Law; Pricing Benchmarks.

(a) Each of Plan Sponsor and Smith shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits. Plan Sponsor, on behalf of Plans, shall be responsible for any governmental or regulatory charges imposed upon their Prescription Drug Programs, other than taxes passed on the net income of Smith. If there is a new or change in federal, state or local laws, court decisions, or regulations or the interpretation thereof, or a legal, regulatory, or judicial action that, among

other things, materially burdens Smith, requires Smith to increase payments or shorten payment times for Covered Products to Participating Pharmacies, or materially changes the scope or viability of any of the services (including the Connect Programs) that Smith provides hereunder (a "**Change in Law**"), or if any Change in Law results in a material industry-wide market change, then Smith may modify its PBM Services, Guarantees and/or Rebates (the "**Pricing Elements**") such that the Parties to this Agreement are returned to their comparable economic position as of the Effective Date. In such an event, Plan Sponsor, on behalf of the Plans, and Smith shall negotiate an appropriate adjustment to the Pricing Elements. If Plan Sponsor and Smith cannot agree on such adjustments, then either such Party may terminate this Agreement upon thirty (30) days prior written notice to the non-terminating Party.

(b) The Parties to this Agreement understand there are extra-market industry, legal, government and regulatory activities which may lead to changes relating to, or elimination of, the AWP pricing index that could alter the pricing intent under this Agreement. If the Pricing Source changes the methodology for calculating AWP or replaces AWP, or if, as a result of such change, Smith utilizes another recognized pricing benchmark other than AWP (e.g., Wholesale Acquisition Cost), then Smith may propose an amendment to modify the Pricing Elements as necessary to maintain the pricing intent under this Agreement. Smith shall provide Plan Sponsor with at least ninety (90) days' notice of the change (or if such notice is not practicable, as much notice as is reasonable under the circumstances), and written illustration of the financial impact of the Pricing Source or index change (e.g., specific drug examples). In such an event, Plan Sponsor, on behalf of the Plans, and Smith shall negotiate an appropriate adjustment to the Pricing Elements. If Plan Sponsor and Smith cannot agree on such adjustments, then either such Party may terminate this Agreement upon thirty (30) days prior written notice to the non-terminating Party.

6.2 Fiduciary Acknowledgements.

(a) Plans shall be responsible for disclosing to Members any and all information relating to the Prescription Drug Program to the extent required by law. It shall be the obligation of Plans to communicate the terms of the Prescription Drug Program to Members and to provide Members with any documents required under ERISA or other applicable law. In providing services under this Agreement, Smith does not act on behalf of Plan Sponsor, any employee welfare benefit plan (as defined in Section 3(1) of ERISA) sponsored by Plan Sponsor, or participants in such plans, as a fiduciary (as defined in Section 3.21(a) of ERISA), and Plan Sponsor, on behalf of the Plans, represents and warrants that it shall not name or characterize Smith as a plan fiduciary. Plan Sponsor, on behalf of the Plans, agree that Smith has no power to make any decisions as to plan policy, interpretations, practices or procedures, but rather provides administrative services within a framework of policies, guidelines, rules, practices and procedures chosen by Plans. Smith does not have discretionary authority or control respecting management of any Plan and does not exercise any authority or control respecting the management or disposition of any Plan or plan assets, if any.

6.3 State Specific Requirements. To the extent applicable, the specific terms and conditions required by state law to be included in this Agreement are listed in Exhibit C. Notwithstanding any other provision contained herein, in the event of a conflict between the state-specific terms and conditions contained in Exhibit C and the terms and conditions otherwise contained herein, the

state-specific terms and conditions contained in Exhibit C will control. Exhibit C may be modified at any time by Smith to conform to the requirements imposed by state laws.

VII. TERM AND TERMINATION; DEFAULT AND REMEDIES

7.1 Term. This Agreement will commence as of the Effective Date and shall continue for a period of three (3) years ("**Initial Term**"). Thereafter, this Agreement shall automatically renew with the same terms and conditions as set forth herein for successive one (1) year terms (each, a "**Renewal Term**"), subject to the right of termination as otherwise provided herein.

7.2 Termination.

(a) Not less than ninety (90) days prior to the end of the Initial Term or any Renewal Term of this Agreement, either Party may notify the other Party in writing that it desires to terminate this Agreement, effective as of the end of the then current term.

(b) Plan Sponsor may terminate this Agreement without cause upon ninety (90) days prior written notice to Smith.

(c) Smith or Plan Sponsor, on behalf of Plans, may give written notice of a material, substantial and continuing breach of this Agreement. If the breaching Party has not cured said breach within thirty (30) days from the date such notice was sent, this Agreement may be terminated at the option of the non-breaching Party.

(d) Notwithstanding Section 7.2(c), upon written notice to Plan Sponsor, Smith may terminate or suspend its performance hereunder immediately and cease providing or authorizing the provision of Covered Products to Members of Plans with respect to which the Plan Sponsor fails to pay Smith or provide a deposit, if required, in accordance with this Agreement.

(e) To the extent permitted by applicable law, Smith may terminate this Agreement or suspend performance hereunder upon the insolvency of Plan Sponsor, and Plan Sponsor may terminate this Agreement upon the insolvency of Smith. The "insolvency" of a Party shall mean the filing of a petition commencing a voluntary or involuntary case (if such case is an involuntary case, then only if such case is not dismissed within sixty (60) days from the filing thereof) against such Party under the United States Bankruptcy Code; a general assignment by such Party for the benefit of creditors; the inability of such Party to pay its debts as they become due; such Party's seeking or consenting to, or acquiescence in, the appointment of any trustee, receiver or liquidation of it, or any material part of its property; or the commencement against such Party of an involuntary case under the United States Bankruptcy Code; or a proceeding under any receivership, composition, readjustment, liquidation, insolvency, dissolution, or like law or statute, which case or proceeding is not dismissed or vacated within sixty (60) days.

(f) Either Party may, with respect any particular Plan, terminate or suspend its performance hereunder or terminate this Agreement immediately if any change of law or regulation, or interpretation of existing law or regulation, would: (1) make this Agreement or a material portion of a Party's performance under this Agreement illegal or (2) make such Party's performance under this Agreement impossible or otherwise materially alter the intent of the Agreement. Notwithstanding the foregoing, and as a condition of termination under this Section,

if such a change or interpretation requires a material change to any term(s) of this Agreement, or otherwise materially alters the intent of this Agreement, the Parties will engage in good faith negotiations in an attempt to reach mutually agreeable terms that comply with the changed law or regulation, or interpretation. If the Parties are unable to come to mutually agreeable terms, any Party may thereafter terminate the Agreement upon thirty (30) days written notice.

(g) No more than once per contract year during the Initial Term, and no earlier than after the conclusion of the first contract year of the Initial Term, Plan Sponsor may conduct a market check analysis to evaluate the financial terms of the Agreement (the "Market Check"). The Market Check shall be conducted by Plan Sponsor or a third party consultant of Plan Sponsor's choosing and shall consist of, at minimum: an analysis of similar clients in terms of size, composition, line of business, pricing and network arrangement, and formulary type. Plan Sponsor shall provide Smith with information about the benchmark clients used in the Market Check, and Smith shall have at least ten (10) business days to review and respond to the Market Check. If, after reviewing Smith's response in good faith, Plan Sponsor determines that the Market Check reflects that current market conditions could yield five percent (5%) or more savings of net plan costs, the Parties will attempt in good faith to reach agreement on appropriate revisions to this Agreement. If the Parties cannot reach an agreement on revised terms within sixty (60) days from date Smith provides its response to the Market Check, then Plan Sponsor may terminate this Agreement upon thirty (30) days written notice to Smith.

(h) In the event of termination, Smith shall, consistent with Section 3.1, pay all Rebates it has collected on behalf of Plans to Plan Sponsor, within thirty (30) days of receipt and final reconciliation by Smith.

(i) In the event of termination, Smith will provide claims files and prior authorization information to assist with Plan Sponsor's transition to a new pharmacy benefit management vendor.

(j) This Agreement may be terminated as otherwise specifically provided herein.

7.3 Remedies.

(a) A Party's right to terminate this Agreement under Section 7.2 shall not be exclusive of any other remedies available to the terminating Party under this Agreement or otherwise, at law or in equity.

(b) Neither Party shall lose any rights under this Agreement or be liable in any manner for any delay to perform its obligations under this Agreement that are beyond a Party's reasonable control, including, without limitation, any delay or failure due to strikes, labor disputes, riots, earthquakes, storms, floods or other extreme weather conditions, fires, explosions, acts of terrorism, epidemics, embargoes, war or other outbreak of hostilities, government acts or regulations, the failure or inability of carriers, suppliers, delivery services, or telecommunications providers to provide services necessary to enable a Party to perform its obligations hereunder, or any other reason where failure to perform is beyond the Party's reasonable control, and is not caused by the negligence, intentional conduct or misconduct of the defaulting Party; *provided*, *however*, that this clause may not be invoked to excuse a Party's payment obligations hereunder.

(c) Each Party's liability to the other hereunder shall in no event exceed the actual proximate losses or damages caused by breach of this Agreement. In no event shall either Party or any of their respective affiliates, directors, employees or agents, be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, or any damages for lost profits relating to a relationship with a third party, however caused or arising, whether or not they have been informed of the possibility of their occurrence.

7.4 Indemnification.

(a) Smith will indemnify and hold Plan Sponsor harmless from and against any loss, cost, damage, expense or other liability, including, without limitation, reasonable costs and attorney fees ("**Costs**") incurred in connection with any and all third party claims, suits, investigations or enforcement actions ("**Third-Party Claims**") which may be asserted against, imposed upon or incurred by Plan Sponsor and arising as a result of (A) Smith's negligent acts or omissions or willful misconduct, or (B) Smith's breach of this Agreement.

(b) Plan Sponsor, on behalf of Plans, will indemnify and hold Smith harmless from and against any Costs for Third-Party Claims which may be asserted against, imposed upon or incurred by Smith and arising as a result of (A) Plan Sponsor's negligent acts or omissions or willful misconduct, benefit design and coverage decisions, or breach of this Agreement, or (B) any improper use Plan Sponsor, an Auditor or Vendor may make of PHI or Smith's System access provided to such party.

(c) As a condition of indemnification, the Party seeking indemnification will notify the indemnifying Party in writing promptly upon learning of any Third-Party Claim for which indemnification may be sought hereunder and will tender the defense of such Third Party Claim to the indemnifying Party. No Party will be obligated to indemnify the other with respect to any Third-Party Claim settled without the written consent of the other, which consent shall not be unreasonably withheld.

7.5 Survival. The Parties' rights and obligations under Sections 2.1(b), 3.2(d), 3.3(a), 3.9, 3.12(a), 4.2, 5.1, 5.2, 7.3, 7.4, 8.2, 8.8 and 8.9 shall survive the termination of this Agreement.

VIII. MISCELLANEOUS

8.1 Liability Insurance. Each Party will maintain such policies of general liability, professional liability and other insurance of the types, including self-insurance, and in amounts customarily carried by their respective businesses. Proof of such insurance will be available upon request. Smith agrees, at its sole expense, to maintain during the term of this Agreement or any renewal hereof, commercial general liability insurance, with limits, excess of a self-insured retention, in amounts of not less than $1,000,000 per occurrence and $5,000,000 in the aggregate.

8.2 Notice. Any notice or document required or permitted to be delivered pursuant to this Agreement must be in writing and will be deemed to be effective upon mailing and must be either (a) deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, or (b) sent by recognized overnight delivery service, in either case properly addressed

to the other Party at the address set forth on the signature page hereto, or at such other address as such Party will specify from time to time by written notice delivered in accordance herewith:

8.3 Independent Parties. No provision of this Agreement is intended to create or will be construed to create any relationship between Smith and Plan Sponsor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither Party, nor any of their respective representatives, will be construed to be the partner, agent, fiduciary, employee, or representative of the other and neither Party will have the right to make any representations concerning the duties, obligations or services of the other except as consistent with the express terms of this Agreement or as otherwise authorized in writing by the Party about which such representation is asserted.

8.4 Assignment and Subcontracting. Plan Sponsor may assign this Agreement upon first obtaining Smith's written consent, which consent will not be unreasonably withheld. Plan Sponsor acknowledges and agrees that Smith may perform certain services hereunder through one or more subsidiaries, affiliates, contractors, or designees. To the extent that Smith subcontracts any PBM Service under this Agreement to a third party, Smith is responsible and liable for the performance of any such third party. The Participating Pharmacies, Mail Order Pharmacies, and Specialty Pharmacies, any independent contractor used by Smith and/or Plan Sponsor in connection with the provision of the International Sourcing Program, and the international pharmacies, are not Smith subcontractors for purposes of this Agreement and Smith shall have no responsibility for their acts or omissions.

8.5 Integration; Amendments. This Agreement and any Exhibits hereto constitute the entire understanding of the Parties hereto and supersedes any prior oral or written communication between the Parties with respect to the subject matter hereof. No modification, alteration, or waiver of any term, covenant, or condition of this Agreement will be valid unless in writing and signed by the Parties or the agents of the Parties who are authorized in writing, except as may be otherwise permitted pursuant to the terms and conditions of this Agreement or any Exhibit hereto.

8.6 Choice of Law. The Parties agree that this Agreement shall be governed in all respects by the laws of the state of Montana, without regard to conflict of law provisions, and the parties further agree that venue for any dispute relating to or arising out of this Agreement shall lie exclusively in a state or federal court with appropriate jurisdiction in Yellowstone County, Montana.

8.7 Waiver. The failure of either Party to insist upon the strict observation or performance of this Agreement or to exercise any right or remedy will not be construed as a waiver of any subsequent breach of this Agreement or impair or waive any available right or remedy.

8.8 Trademarks. Each Party acknowledges each other Party's sole and exclusive ownership of its respective trade names, commercial symbols, trademarks, and service marks, whether presently existing or later established (collectively "**Marks**"). No Party shall use the other Party's Marks in advertising or promotional materials or otherwise without the owner's prior written consent.

8.9 Taxes and Assessments. Any applicable sales, use, excise, or other similarly assessed and administered tax, surcharge, or fee imposed on items dispensed, or services provided hereunder, or on the fees or revenues generated by the items dispensed or services provided hereunder, or on

any other amounts Smith or one or more of its subsidiaries or affiliates may incur or be required to pay arising from or relating to Smith's or its subsidiaries' or affiliates' performance of services as a pharmacy benefit manager, third-party administrator, or otherwise in any jurisdiction, will be the sole responsibility of Plan Sponsor or the Member. Without limitation, Plan Sponsor or Member shall be solely responsible for any sales, provider or dispensing tax assessed by reason of the dispensing of a Covered Product. If Smith is legally obligated to collect and remit, or to incur or pay, any such sales, use, excise, or other similarly assessed and administered tax, surcharge, or fee in a particular jurisdiction, such amount will be reflected on the applicable invoice or subsequently invoiced at such time as Smith becomes aware of such obligation or as such obligation becomes due. For clarity, these amounts shall not be counted when calculating any Guarantees. Smith reserves the right to charge a reasonable additional Fee for collection and remittance services provided on behalf of the Plans.

8.10 No Third Party Beneficiaries. This Agreement is not a third party beneficiary contract, nor will this Agreement create any rights on behalf of Members as against Smith. Plan Sponsor, on behalf of the Plans, and Smith reserve the right to amend, cancel or terminate this Agreement pursuant to the terms hereof, without notice to, or consent of, any Member.

8.11 Authority to Contract. Plan Sponsor hereby represents and warrants that it has obtained due and proper authority to enter into this Agreement through its governing body and that it has the authority to act on behalf of the Plans and to arrange for the provision of Smith's services to the Plans and obligate them to pay therefor, all in accordance herewith, and that Smith may rely on any representations made by Plan Sponsor regarding the Plans.

8.12 Severable Agreement. If any section, provision, paragraph, phrase, word, and/or line (collectively "**Provision**") of this Agreement is held to be unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining Provisions, which shall be enforced as if the offending Provision had not been included in this Agreement.

8.13 Setoff Permitted. Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy it has or may have, Smith may, without prior notice to Plan or Plan Sponsors, set off or recoup any liability it owes hereunder against any liability for which Smith determines in good faith Plan Sponsor or any Plan is liable to Smith under this Agreement.

8.14 Effectiveness; Date. This Agreement will become effective as of the Effective Date, but only when both the Parties have signed it. If a Party signs but fails to date a signature (the "**Non-dated Party**"), the date that the other Party receives the Agreement with the Non-dated Party's signature will be deemed to be the date that the Non-dated Party signed this Agreement.

[Signature page follows]

SIGNATURE PAGE TO AGREEMENT FOR PBM SERVICES

IN WITNESS WHEREOF, the undersigned have executed this Agreement for PBM Services with Plan Sponsor as of the Effective Date.

SMITH HEALTH, INC.	CITY OF BILLINGS
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Addresses for Notice:

Smith Health, Inc. Attn: Jacob Frenz 300 Brannan Street Suite 601 San Francisco, CA 94107	_____ Attn: _____ _____ _____
With copy to Legal Department	With copy to Legal Department

EXHIBIT A

BILLING, FEES, AND GUARANTEES

1. **Billing and Fees.**

1.1 *Billing Generally.*

a. *Frequency.* Beginning on the Go-Live date, within fourteen (14) days of the conclusion of each Invoice Period, Smith will bill Plan, and Plan shall pay Smith, for the charges listed in Sections 1.2 and 1.3 below.

b. *Payment Terms.* Plan Sponsor, on behalf of Plans, shall pay Smith through their TPA by ACH pre-authorized debit, ACH credit, or check within two (2) days of Plan Sponsor's receipt of Smith's invoice, and Plan Sponsor hereby guarantees all such payments. In the event Plan Sponsor moves to ACH payments, Plan Sponsor shall provide Smith with necessary banking information and authorization at least five (5) business days prior to the Go-Live Date and notify Smith and provide any new or updated banking information and authorization at least ten (10) business days in advance of the effective date of any change thereto.

c. *Implementation Credit*. In the first contract year of the Initial Term, Smith will provide to Plan Sponsor a one-time credit in the amount of $4.00 per Member. This credit will be calculated based on Plan Sponsor's Member count as of the date the initial Eligibility File is loaded for claims processing. This credit will be spread evenly over the first two Invoice Periods.

1.2 *Billing of Pass-Through Costs*. Smith will bill Plan, and Plan shall reimburse Smith, for the pass-through costs of Prescription Drug Claim Costs and taxes paid by Smith as set forth below:

Type of Charge	Amount
Pass-Through Cost of Prescription Drug Claim Costs and Taxes	An amount equal to 100% of the Prescription Drug Claim Costs (inclusive of any Ingredient Costs and any Dispensing Fees) and taxes paid by Smith during the Invoice Period. (For clarity, there is no Prescription Drug Claim Cost for a Reversed Claim, and Smith does not bill any Prescription Drug Claim Cost for a Reversed Claim.)

1.3 *Billing of Fees*. Smith will bill Plan, and Plan shall pay Smith, for the Administrative Fees set forth below:

Type of Fee	Amount of Per-Claim Fee
Base Administrative Fee	$6.00 for each Prescription Drug Claim processed by Smith during the Invoice Period. (For clarity, Prescription Drug Claims include Reversed Claims. No Base Administrative Fee shall be charged for Prescription Drug Claims re-processed by Smith on the same day as the original claim being processed, unless due solely to an error or omission by Plan.)
Connect Program Administrative Fees	
• **International Sourcing**	$25 per processed traditional drug Claim that is for an Internationally Sourced Drug. $300 per processed specialty drug Claim that is for an Internationally Sourced Drug.
• **PAP (Patient Assistance Program)**	$500 per month per prescription enrolled in a third-party patient assistance, grant or other program, to which the Member was connected through Smith (the Parties acknowledge and understand that there will be no Claim associated with such prescriptions). This fee will be modified to $100 for drugs in categories on the Low-Effort List and $1,500 for drugs in categories on the High-Effort List. These lists will be communicated in writing to the Plan Sponsor and may be updated periodically to reflect the work necessary to access PAP benefits for a given category of drugs.
• **Copay Max Program -**	$25 per processed traditional drug Claim for each 30 day prescription filled by a Participating Pharmacy, Mail Order Pharmacy, or Specialty Pharmacy, for a Member who was connected to such pharmacy by Smith's Copay Max Program, to which a third-party copayment subsidy was applied by the pharmacy. $50 per processed specialty drug Claim for each 30 day prescription filled by a Mail Order Pharmacy or Specialty Pharmacy, for a Member who was connected to such pharmacy by Smith's Copay Max Program, to which a

	third-party copayment subsidy was applied by the pharmacy.

2. **Guarantees.** The financial guarantees provided in this Agreement were calculated based on the claims data evaluated during the bid process. In the event that the realized demographic and/or pharmacy utilization does not match the provided claims data, then the Pharmacy Network Discount Guarantees and the Rebate Guarantees set forth below will need to be recalculated to reflect the actual population and/or pharmacy utilization managed by Smith. This recalculation will be provided to Plan Sponsor for mutual agreement. If the Parties cannot reach agreement on the recalculation, then this Agreement will follow Section VII (TERM AND TERMINATION; DEFAULT AND REMEDIES).

2.1 *Pharmacy Network Discount Guarantees.*

a. *Guarantee Percentages*. Smith hereby extends the following "Pharmacy Network Discount Guarantees" listed below; provided, however, that the following will be excluded from Covered Products for the purpose of calculating the Pharmacy Network Discount Guarantees: (i) Compound Drugs, (ii) Paper Claims, (iii) COB (Secondary Payor) Claims, (iv) OTC (not including test strips and insulin), (v) Flu Vaccines, (vi) COVID-19 Vaccines, (vii) Other Vaccines, (viii) Subrogation Claims, (ix) U&C Claims, (x) Claims that are reversed or duplicate Claims, (xi) Claims from any sponsor-affiliated pharmacy, and (xii) Claims from any government or government-sponsored pharmacy (including I/T/U (Indian/Tribal/Urban) pharmacies, military pharmacies, IV infusion hospitals, U.S. Department of Veterans Affairs hospital pharmacies, and nuclear pharmacies) (collectively, the "Network Exclusions"):

Drug Category	**Pharmacy Network Discount Guarantee**		
	Year 1:	**Year 2:**	**Year 3:**
Generic-Retail-30 (Fills of less than 84 days)	AWP –82.00%	AWP –82.25%	AWP –82.50%
Generic-Retail-90 (Fills of 84 or more days)	AWP –84.90%	AWP –85.15%	AWP –85.40%
Brand-Retail-30 (Fills of less than 84 days)	AWP –17.56%	AWP –17.81%	AWP –18.06%
Brand-Retail-90 (Fills of 84 or more days)	AWP –20.40%	AWP –20.65%	AWP –20.90%
Generic-Mail	AWP –87.80%	AWP –88.05%	AWP –88.30%
Brand-Mail	AWP –24.01%	AWP –24.26%	AWP –24.51%
Brand-Specialty	AWP –18.50%	AWP –18.75%	AWP –19.00%
Generic-Specialty	AWP –65.00%	AWP –65.25%	AWP –65.50%

b. *Calculation of Guarantees*. Subject to Section 2.3 below, within one hundred eighty (180) days of the conclusion of the applicable contract year, Smith will calculate the total dollar value it owes to Plan Sponsor as a result of Smith's performance in that contract year against the above guarantees (the "Net Pharmacy Network Discount Guarantees Amount Owed"), if any, as follows:

i. *First*, with respect to each Drug Category, Smith will calculate the total Ingredient Costs for all Paid Claims during the contract year (the "Total Ingredient Cost Amount").

ii. *Second*, with respect to each Drug Category, Smith will calculate the sum of the applicable Pharmacy Network Discount Guarantee translated into dollars (the "Discount Guarantee Benchmark"). For clarity, the applicable Discount Guarantee Benchmark for each Drug Category shall be calculated by taking (A) the sum total of AWP cost for all Paid Claims for that particular Drug Category during the contract year, and subtracting (B) the applicable Discount Guarantee percentage for that Drug Category. By way of example, if the Pharmacy Network Discount Guarantee for Generic-Retail-30 drugs is AWP – 87.5%, and if the sum total of AWP cost for all Paid Claims for Generic-Retail-30 drugs is $100,000 in a contract year, then Smith would calculate the Discount Guarantee Benchmark as follows: ($100,000 – 87.5%) = ($100,000 x 0.125) = $12,500.

iii. *Third*, with respect to each Drug Category, Smith will compare its actual performance against the Discount Guarantee Benchmark by calculating the "Pharmacy Network Discount Guarantees Amount" as follows: (Total Ingredient Cost Amount) minus (Discount Guarantee Benchmark) = (Pharmacy Network Discount Guarantees Amount). By way of example, if the Total Ingredient Cost Amount for Generic-Retail-30 drugs is $20,000 and if the Discount Guarantee Benchmark is $12,500, then Smith would calculate the Pharmacy Network Discount Guarantees Amount for that Drug Category as follows: ($20,000 – $12,500) = $7,500.

iv. *Fourth*, Smith will net its performance across all seven Drug Categories to determine the "Net Pharmacy Network Discount Guarantees Amount Owed." By way of example, if the Pharmacy Network Discount Guarantees Amount for each Drug Category in a contract year is as follows:

- Generic-Retail-30: + $20,000
- Generic-Retail-90: + $30,000
- Brand-Retail-30: - $10,000
- Brand-Retail-90: - $15,000
- Generic-Mail: + $12,000
- Brand-Mail: - $11,000
- Specialty: - $25,000

then Smith would calculate the Net Pharmacy Network Discount Guarantees Amount Owed as follows: (+ $20,000) + (+ $30,000) + (- $10,000) + (- $15,000) + (+ $12,000) + (- $11,000) + (- $25,000) = + $1,000.

2.2 *Rebate Guarantees.*

a. *Guarantee Dollar Amounts*. With respect to Smith's Formularies, as such Formularies are defined by Smith, Smith hereby extends the following "Rebate Guarantees" assuring minimum average annual per Brand Prescription Drug Claim Rebates; provided, however, that the following will be excluded from Covered Products for the purpose of the definition of "Rebates" and will not be included as part of the calculation of the Rebate Guarantees: (i) Compound Drugs, (ii) 340B Eligible Claims, (iii) Paper Claims, (iv) COB (Secondary Payor) Claims, (v) OTC (not including test strips and insulin), (vi) Flu Vaccines, (vii) COVID-19 Vaccine, (viii) Other Vaccines, (ix) Subrogation Claims, (x) 100% Member Paid Program Claims (e.g., Discount Card), (xi) claims for appliances, devices without a prescription drug component, bandages, heat lamps, braces, splints, artificial appliances, health and beauty aids, cosmetics, and dietary supplements, (xii) Claims that are reversed or duplicate Claims, (xiii) Claims from any government or government-sponsored pharmacy (including I/T/U (Indian/Tribal/Urban) pharmacies, military pharmacies, IV infusion hospitals, U.S. Department of Veterans Affairs hospital pharmacies, and nuclear pharmacies), (xiv) Claims for drugs procured under the Non-Profit Institutions Act (NPIA), and (xv) Claims from pharmacies located outside of the United States and its districts (collectively, the "Rebate Exclusions"):

Drug Category	**Rebate Guarantee**		
	Year 1:	**Year 2:**	**Year 3:**
Brand-Retail-30 (Fills of less than 84 days)	$200	$220	$240
Brand-Retail-90 (Fills of 84 or more days)	$500	$545	$575
Mail	$500	$545	$575
Specialty Medications	$2,000	$2,150	$2,300

Plan Sponsor shall receive 100% of all manufacturer dollars received by Smith on behalf of the Plan Sponsor. The Parties acknowledge that if the Connect Programs are successful, the utilization mix upon which the Rebate Guarantees are predicted may differ from actual utilization mix. Accordingly, notwithstanding anything herein to the contrary, to the extent that Smith deems the utilization mix to be affected by the Connect Programs, Smith shall have the right to make an equitable adjustment to any Rebate Guarantees not already paid, in order to maintain the Parties' relative economics and the pricing intent of this Agreement.

b. *Calculation of Guarantees*. Subject to Section 2.3 below, within one hundred eighty (180) days of the conclusion of the applicable contract year, Smith will calculate the total dollar value it owes to Plan Sponsor as a result of Smith's performance in that contract year against the above guarantees (the "Net Rebate Guarantees Amount Owed"), if any, as follows:

i. *First*, with respect to each Drug Category, Smith will calculate the total Rebates actually received during the contract year (the "Total Rebates Received").

ii. *Second*, with respect to each Drug Category, Smith will calculate the "Total Rebate Guarantee" by taking (A) the applicable Rebate Guarantee dollar value and then multiplying it by (B) the total number of Paid Claims for that Drug Category during the contract year. By way of example, if the applicable Rebate Guarantee for Brand-Retail-90 is $500, and if there are 1,000 total Paid Claims for Brand-Retail-90 drugs in a contract year, then Smith would calculate the Total Rebate Guarantee for that Drug Category as follows: ($500) * (1,000) = $500,000.

iii. *Third*, with respect to each Drug Category, Smith will compare its actual performance against the Rebate Guarantees by calculating the "Rebate Guarantees Amount" as follows: (Total Rebate Guarantee) minus (Total Rebates Received) = (Rebate Guarantees Amount). By way of example, if the Total Rebate Guarantee for Brand-Retail-90 is $500,000, and if the Total Rebates Received is $450,000, then Smith would calculate the Rebate Guarantees Amount for that Drug Category as follows: ($500,000) – ($450,000) = $50,000.

iv. *Fourth*, Smith will net its performance across all three Drug Categories to determine the "Net Rebate Guarantees Amount Owed." By way of example, if the Rebate Guarantees Amount for each Drug Category in a contract year is as follows:

- Brand-Retail-30: + $20,000
- Brand-Retail-90: - $15,000
- Specialty: + $10,000

then Smith would calculate the Net Rebate Guarantees Amount Owed as follows: (+ $20,000) + (- $15,000) + (+ $10,000) = + $15,000.

2.3 *Prerequisites to Guarantees.* Without limitation, the Pharmacy Network Discount and Rebate Guarantees extended herein are contingent on: (1) Plan Sponsor's and Plans' full and timely compliance with Section 1 of this Exhibit A and their other obligations pursuant to the Agreement, (2) no new Covered Drugs are introduced to the market or included as Prescription Drug Claims after the Effective Date, (3) no change to the benefit structure (e.g., Plan design or Covered Drug coverage) of the Plans is instituted after the Effective Date, (4) Plan Sponsor's exclusive use of Smith's Essential Formulary, as that Formulary is defined by Smith, and Plan Sponsor's utilization of the clinical, network and other cost-management programs presented by Smith during the bid process, (5) no change in the management or administration of Specialty Products by third parties as contemplated during the bid process, (6) the actual dollar-weighted claim conversion rates for Smith's Connect Programs are no lower than those presented by Smith during the bid process, (7) total Member count does not increase or decrease materially during the applicable contract year, and (8) Members' High-Cost Retail Pharmacy utilization does not increase materially during the applicable contract year.

2.4 *Guarantee Reconciliation and Payment.* Subject to Section 2.3 above, within one hundred eighty (180) days of the conclusion of the applicable contract year, by way of an invoice credit or payment, Smith will measure, reconcile, and pay to Plan Sponsor on behalf of the Plans the sum of (i) Net Pharmacy Network Discount Guarantees Amount Owed and (ii) Net Rebate Guarantees Amount Owed, minus (iii) Connect Program Savings over the contract year. By way of example, if the Net Pharmacy Network Discount Guarantees Amount Owed is $100,000, the Net Rebate Guarantees Amount Owed is $100,000, and the Connect Program Savings is $150,000 in a contract year, then Smith would reconcile and pay to Plan Sponsor as follows: ($100,000) + ($100,000) – ($150,000) = $50,000. Notwithstanding anything herein to the contrary, the aggregate value of any Guarantees due to Plan Sponsor with respect to any contract year shall not exceed the Base Administrative Fees paid to Smith by Plan Sponsor for that period. Further, the above Guarantees are annual guarantees; if this Agreement is terminated prior to the completion of the then-current contract year, then the above Guarantees will not apply for such partial contract year. To the extent Plan Sponsor changes its benefit design or Formulary during the term of the Agreement, the Guarantees will be equitably adjusted if there is a material impact on the discount achieved.

2.5 *Operational Guarantees*. The "Operational Guarantees" detailed below will apply to Smith's performance of its PBM Services under this Agreement and will apply to fifteen percent (15%) of Smith's aggregate Base Administrative Fees. Within one hundred eighty (180) days of the conclusion of the applicable contract year, upon Plan Sponsor's request Smith will measure and report to Plan Sponsor the Metrics for each Operational Guarantee Category for that contract year and, if applicable, pay to Plan Sponsor on behalf of the Plans the applicable Penalty amount (converted to dollars) for any underperformance in any Operational Guarantee Category.

Area	**Operational Guarantee Category**	**Metric**	**Penalty**
Account Management	Email Response Time	90% within 24 hours. (If email is received on a weekend or Holiday, the response time clock will start at 8:00 a.m. ET on the next business day.)	5%
	Quarterly and Year-End Reports	Delivered within thirty (30) days post close.	6%
Customer Services	Telephone Speed to Answer	Average speed of answer will be thirty (30) seconds or less.	5%
	Member Satisfaction	Member satisfaction will be 4.0 or better on a 5-point scale	6%
	Email Response Time	90% within 24 hours. (If email is received on a weekend or Holiday, the response time clock will start at 8:00 a.m. ET on the next business day.)	5%
Operations	Benefit Setup Implementation	Fifteen (15) business days from the receipt of completed and approved requirements (but subject to additional time if a system enhancement is needed in which an agreed upon TAT will be determined), and, in any event, no later than the Effective Date 98% of all Plan Sponsor benefit design specifications will be set up and accurately loaded into Smith's electronic claims adjudication system.	6%
	Benefit Setup Maintenance Changes	Five (5) business days from the receipt of completed and approved requirements (but subject to additional time if a system enhancement is needed in which an agreed upon TAT will be determined).	5%
	ID Card Disbursement	ID Cards will be mailed out within five (5) business days of the Effective Date (for all Members for whom Smith receives valid eligibility).	5%

	Direct Member Reimbursement	Member reimbursements will be processed and completed within fifteen (15) business days of receiving all the necessary information and documentation required.	5%
	Eligibility File Ingestion	Upon receipt of the agreed upon file format at implementation, it will be processed within forty-eight (48) business hours with 98% accuracy.	5%
	Accumulator File Ingestion	Upon receipt of the agreed upon file format at implementation, it will be processed within forty-eight (48) business hours with 98% accuracy.	6%
	Claim Processing Accuracy	98% Accuracy	6%
Pharmacy Performance	Maintenance of Provider Network	Pharmacies are added in-network upon receipt of duly executed agreement within three (3) business days.	5%
Implementation	Client Satisfaction	Client satisfaction will be 4.0 or better on a 5-point scale.	6%
	Accuracy	Implementation requirements will be presented for signature prior to Go-Live date.	6%
Technology	System Uptime	No more than one percent (1%) of non-scheduled down time.	6%
	POS Adjudication System	Average ninety-nine percent (99%) system availability of the point-of-sale adjudication system.	6%
	Claims Processing Speed	Smith's systems accessed at point of sale by contracted pharmacies will maintain an average transaction speed of two (2) seconds or less.	6%

EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** ("**Agreement**") is made and entered into by and between Plan Sponsor, acting on behalf of the Plan(s), as such terms are defined in the PBM Services Agreement (each Plan a Covered Entity and collectively referred to herein as "**Covered Entity**") and **Smith Health, Inc.** ("**Business Associate**") to ensure that the parties satisfy the requirements of the final regulations issued by the U.S. Department of Health and Human Services ("**DHHS**") pursuant to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("**HITECH**"), governing the privacy of individually identifiable health information obtained, created or maintained by certain entities, including health plans and health care providers (the "**Privacy Standards**"), and the security of electronic Protected Health Information collected, maintained, used, or transmitted by certain entities, including health plans and health care providers (the "**Security Standards**"). Business Associate and Covered Entity may be referred to individually herein as a "**Party**" and, collectively, the "**Parties**."

RECITALS

WHEREAS, Business Associate and Covered Entity are Parties to an agreement pursuant to which Business Associate provides pharmacy benefit management services to Covered Entity (the "**PBM Services Agreement**") and, in connection with those services, Covered Entity discloses to Business Associate certain information ("**Protected Health Information**") that is subject to protection under HIPAA and HITECH; and

WHEREAS, Business Associate, as a recipient of Protected Health Information ("**PHI**") from Covered Entity, is a "business associate" as that term is defined in HIPAA and regulations promulgated by DHHS to implement certain provisions of HIPAA and HITECH (the "**HIPAA Regulations**"); and

WHEREAS, the purpose of this Agreement is to satisfy the requirements of the HIPAA Regulations including, but not limited to, 45 C.F.R. §§ 164.308(b), 164.314(a), 164.502(e) and 164.504(e), as the same may be amended from time to time;

NOW, THEREFORE, the Parties do hereby agree to the terms as set forth below.

AGREEMENTS

1. Definitions

All terms used, but not otherwise defined, in this Agreement shall have the same meaning as the respective terms in 45 C.F.R. §§ 160.103, 164.103, 164.304, 164.402 and 164.501.

2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or further disclose PHI other than as required by law, or as permitted or required by this Agreement or the PBM Services Agreement.

(b) Business Associate agrees to use appropriate safeguards, and comply, where applicable with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(c) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including Breaches of Unsecured PHI as required at 45 C.F.R § 164.410, and any Security Incident of which it becomes aware. The Parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. "**Unsuccessful Security Incidents**" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.

(d) In the event of a Breach of any Unsecured PHI that Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds or uses on behalf of Covered Entity, Business Associate shall promptly provide notice of such Breach to Covered Entity, but in any event not more than ten (10) business days after discovering the Breach.

Notice of a Breach shall include, at a minimum: (i) the identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach, (ii) the date of the Breach, if known, (iii) the scope of the Breach, and (iv) a description of the Business Associate's response to the Breach.

In the event of a Breach, Business Associate shall, in consultation with Covered Entity, mitigate, to the extent practicable, any harmful effect of such Breach that is known to Business Associate.

(e) Business Associate agrees to ensure that any agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

(f) Business Associate agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Regulations.

(g) Business Associate agrees to maintain and make available to Covered Entity, within thirty (30) business days following a written request, information necessary to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(h) If Business Associate maintains information in a Designated Record Set, it agrees to make available to Covered Entity, within thirty (30) business days following a written request,

PHI in such Designated Record Set, in order for Covered Entity to respond to individuals' requests for access to information about them in accordance with 45 C.F.R § 164.524.

(i) If Business Associate maintains information in a Designated Record Set, it agrees to make any amendments or corrections to PHI in such Designated Record Set within thirty (30) business days following a written request by the Covered Entity in accordance with 45 C.F.R. § 164.526.

(j) If Business Associate maintains, on behalf of Covered Entity, information in an electronic Designated Record Set, Business Associate shall provide such information in the electronic format to Covered Entity upon request, or, if directed by the Covered Entity, directly to a requesting individual. This provision shall not affect Business Associate's continuing obligation to provide information in other formats as set forth herein.

(k) To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

3. <u>Permitted Uses and Disclosures by Business Associate</u>

(a) Business Associate may use and disclose PHI as necessary to perform the services set forth in the PBM Services Agreement, only if such use or disclosure is in compliance with each applicable requirement of Section 164.504(e) of the Privacy Rule, relating to business associate contracts.

(b) Business Associate may use or disclose PHI as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for PHI consistent with the minimum necessary standards in the HIPAA Regulations.

(d) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(f) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business Associate may provide Data Aggregation services related to the health care operations of Covered Entity.

(h) Subject to all state and federal laws governing privacy and health information, Business Associate may create and use deidentified information in accordance with 45 C.F.R. § 164.514, so long as such information does not identify Covered Entity or the subjects of the PHI.

4. Obligations of Covered Entity

(a) Covered Entity shall provide Business Associate notice of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's uses and disclosures of PHI.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Term and Termination

(a) *Term.* The term of this Agreement shall be effective as of the effective date of the PBM Services Agreement ("**Effective Date**"), and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, including when it is not advisable to do so in order to protect the legal interests of Covered Entity or Business Associate, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) *Termination by Covered Entity.* Business Associate authorizes termination of the PBM Services Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of this Agreement and Business Associate has not cured the breach or ended the violation within the time reasonably specified by Covered Entity.

(c) *Effect of Termination.* Upon termination of the PBM Services Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall**:**

(i) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities.

(ii) Return to Covered Entity or destroy the remaining PHI that Business Associate still maintains in any form.

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI.

(iv) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 2 of this Agreement, which applied prior to termination.

(v) Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities, except for any such data that may be retained solely for archival purposes.

(d) *Survival.* The obligations of Business Associate in this Section 5 shall survive the termination of this Agreement or the PBM Services Agreement.

6. Miscellaneous

(a) *Regulatory References.* A reference in this Agreement to a section in the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Regulations and any other applicable law.

(c) *Interpretation.* Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Regulations and any other applicable law.

(d) *Notices.* Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given on the signature page hereto, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

(e) *Effectiveness; Date.* This Agreement will become effective as of the Effective Date, but only when both the Parties have signed it. If a Party signs but fails to date a signature (the "non-dated Party"), the date that the other Party receives the Agreement with the non-dated Party's signature will be deemed to be the date that the non-dated Party signed this Agreement.

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

[Signatures page follows]

SIGNATURE PAGE TO THE BUSINESS ASSOCIATE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have caused this Business Associate Agreement to be executed by their duly authorized officers or representatives as of the date first written above.

"Business Associate"	**"Covered Entity"**
SMITH HEALTH, INC.	CITY OF BILLINGS
By: _____	By: _____
Printed Name:_____	Printed Name: _____
Title:_____	Title: _____
Date: _____	Date: _____

Addresses for Notice:

Smith Health, Inc. Attn: Jacob Frenz 300 Brannan Street Suite 601 San Francisco, CA 94107	_____ Attn:_____ _____ _____
With copy to Legal Department	With copy to Legal Department

EXHIBIT C

TERMS AND CONDITIONS FOR EVIDENT COMPLIANCE WITH STATE LAW

1. All States. Regardless of which State's law is applicable to the administration of this Agreement:

A. For clarity, and without limitation, Smith does not:

(a) Collect premiums for or on behalf of Plans; contract with insurers or reinsurers to provide coverage to Plans;

(b) Receive compensation for PBM Services provided under this Agreement that is contingent upon claims experience or upon the savings effected in the process of adjustment or settlement of claims;

(c) Have any underwriting authority on behalf of Plans;

(d) Except in the case of certain deposits, hold funds on behalf of Plans;

(e) Advertise or promote on behalf or Plans; or

(f) Carry stop-loss insurance.

B. The Parties agree that:

(a) Smith and Plan Sponsor shall both retain for the duration of this Agreement and five (5) years thereafter a copy of this Agreement.

(b) Smith will maintain, for the period required by applicable state law, such books and records as are required by applicable state law and shall provide the government and the plans with access to such books and records (the “Records') as is required by law.

(c) To the extent required by applicable state law, Plan Sponsor, on behalf of Plan, shall have the right of continuing access to the Records, sufficient to permit the Plan to fulfill all of its obligations to Members, subject to any restrictions contained in the Agreement pertaining to proprietary rights of the Parties.

(d) To the extent that State law vests ownership of the Records in the Plan or Plan Sponsor, they shall be owned by the Plan or Plan Sponsor, provided that should Plan or Plan Sponsor request the transfer of the Records, Plan or Plan Sponsor shall provide Smith with continuing access to the Records and Smith shall be allowed to create and retain a copy thereof, for its own use.

(e) To the extent that it has agreed to distribute materials on behalf of the Plan, Smith will deliver promptly to Members any policies, certificates, booklets, termination notices,

or other written communications delivered to Smith by Plan or Plan Sponsor for delivery to its policyholders.

(d) Smith represents that it has in place any required the fidelity bonds.

EXHIBIT D

DATA DISCLOSURE AUTHORIZATION

This Data Disclosure Authorization ("**Authorization**") is made to Smith Health, Inc. ("**Smith**"), by CITY OF BILLINGS ("**Plan Sponsor**"), for itself and on behalf of its self-funded health benefit plan(s) (the "**Plan(s)**").

RECITALS

WHEREAS, Plan Sponsor, for itself and on behalf of the Plan(s), each of which is a Covered Entity, as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and related regulations ("**HIPAA**"), has entered into: (i) an agreement with Smith, pursuant to which Smith provides pharmacy benefit management and related services to and on behalf of the Plan(s) (the "**PBM Services Agreement**"), and (ii) agreements with third-party service providers (each identified in Schedule D-1 and collectively referred to as the "**Other Services Vendors**"), pursuant to which the Other Services Vendors provide other services to and on behalf of the Plan(s);

WHEREAS, Plan Sponsor, acting on behalf of Covered Entity, has also entered into "Business Associate Agreements," as that term is defined in HIPAA, with each of Smith and the Other Services Vendors to ensure that each such party uses and discloses Protected Health Information ("**PHI**"), as that term is defined in HIPAA, in accordance with HIPAA; and

WHEREAS, Covered Entity desires that Smith share PHI with the Other Services Vendors in order to: (i) facilitate the provision of Smith's services to Covered Entity pursuant to the PBM Services Agreement, and/or (ii) facilitate the provision of services by the Other Services Vendors to Covered Entity.

AUTHORIZATION

1. *Authorization and Direction to Share Information with Other Services Vendors.* Notwithstanding anything in the PBM Services Agreement or in Smith's Business Associate Agreement with Plan Sponsor to the contrary, Plan Sponsor hereby authorizes and directs Smith to disclose PHI in its possession to the Other Services Vendors: (i) for the purpose of facilitating the provision of Smith's services under the PBM Services Agreement, Smith's determination of purpose being binding upon Plan Sponsor and the Plan(s), and/or (ii) upon the representation by one of the Other Services Vendors that the PHI is to be used for the purpose of facilitating the provision of their services to or on behalf of a Plan or Plans, which representation Smith may rely upon.

2. *Plan Sponsor Representations.* Plan Sponsor represents and warrants that current and HIPAA-compliant Business Associate Agreements are, and shall for the term hereof remain, in place with each of the Other Services Vendors, and that these agreements are sufficient to properly allow the Other Services Vendors to receive PHI, as contemplated herein. Notwithstanding anything in the PBM Services Agreement to the contrary, Plan Sponsor, on behalf of the Plan(s), hereby agrees that its obligations to indemnify Smith under the PBM

Services Agreement extend to third-party claims arising or resulting from Smith's use or disclosure of PHI under this Authorization.

3. *Coordination with Other Agreements.* Except as specifically set forth herein, this Authorization shall not by implication or otherwise alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants, or agreements contained in any other agreements, contracts, or joinders between Smith and Plan Sponsor, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

4. *Termination and Revocation.* This Authorization shall be effective as of the effective date of the PBM Services Agreement and shall terminate upon the termination of the PBM Services Agreement. Plan Sponsor may revoke this Authorization at any time, in its entirety or as to any Other Services Vendors, provided that Plan Sponsor provides Smith with at least ten (10) days written notice of any such revocation. Any termination or revocation of this Authorization shall not: (i) have any effect on the rights and obligations of the parties with respect to PHI used or disclosed prior to the effective date of the revocation, or (ii) negate the obligation of indemnification set forth in Section 2 hereof, which shall survive the termination or revocation. In the event that Plan Sponsor revokes this Authorization, Plan Sponsor agrees for itself and on behalf of the Plan(s) to provide Smith with prompt authorization to share PHI where Smith is required to do so in order to efficiently provide its services under the PBM Services Agreement.

IN WITNESS WHEREOF, the undersigned, being a duly authorized representative of Plan Sponsor, has executed this Authorization.

Plan Sponsor: CITY OF BILLINGS

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Schedule D-1 to Exhibit D

List of Other Services Vendors

Name of Other Services Vendor:	**Address:**	**Description:** (*e.g.*, broker, consultant, TPA)

City Council Regular

Date:	12/12/2022
Title:	Safe Routes to School Plan Contract
Presented by:	Elyse Monat
Department:	Planning & Community Services
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends the City Council approve the Consultant Contract with Sanderson Stewart to complete the Safe Routes to School Plan, Phase 2.

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

The City Council is being asked to approve a contract with Sanderson Stewart to develop a Safe Routes to School Plan, Phase 2. The plan was approved for funding and completion by the City Council, and ultimately the Policy Coordinating Committee, this fall as part of the 2023 Unified Planning Work Program (UPWP) for the Billings-Yellowstone County Metropolitan Planning Organization (MPO). Through a competitive RFP process, Sanderson Stewart was recommended by the selection committee to complete the Safe Routes to School Plan, Phase 2.

The study will analyze opportunities to enhance the safety of students traveling to and from school and ways to increase the number of students walking or bicycling to school. This will be accomplished by identifying challenges that prevent students from walking or bicycling safely and identifying solutions to these challenges. The Plan will analyze a mile radius around 19 schools including 6 Billings Public Schools middle schools, 5 Yellowstone County Schools within the MPO area, and 8 private schools within the MPO area. The full list of schools is identified in Exhibit A of the contract (Attachment A). Should any of the schools on the list decide not to participate in the plan, they will be substituted with either high schools or pre-schools in the MPO area. The full scope of work proposed by the Consultant is outlined in Exhibit A of the contract (Attachment A). The contract requires the Scope of Work and Document package to be completed in draft form within approximately 8 months of signing the contract with a budget not to exceed $118,900.

ALTERNATIVES

City Council may:

- Approve the consultant contract as proposed; or
- Not Approve the consultant contract. Not approving the agreement means the City Council is not approving the completion of a funded project in the 2023 UPWP that was approved by the Policy Coordinating Committee; or
- Direct staff to negotiate specific changes with Sanderson Stewart and return a revised contract for approval.

FISCAL EFFECTS

The cost of the Safe Routes to School Plan, Phase 2 contract is for an amount not to exceed $118,900.00. The costs are detailed in Exhibit B of the consultant contract. The majority of the funding is through the Billings Urban Area Metropolitan Planning Organization's Federal PL (planning) funds. PL funds for this project require a 40% local match, which is planned for and provided through the Planning Division's FY23 budget utilizing its County-Wide Planning Mill Levy revenues.

Attachments

Attachment A Consultant Agreement

CONSULTANT AGREEMENT

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

WITNESSETH:

WHEREAS, the **CITY** proposes to obtain information regarding the development of a Safe Routes to School Plan, Phase 2 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 8 months, from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended for three one month options by mutual agreement of both parties, in writing, thirty (30) days prior to termination of each term.

3. PAYMENT: In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a price not to exceed $118,900.

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. <u>INSURANCE</u>:

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.

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.

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. Name a Project Manager who shall be the liaison between the **CONSULTANT** and the **CITY**. For this project, the Project Manager for **CONSULTANT** designated is Erin Claunch, PE, PTOE and the Project Manager for the **CITY** designated is Elyse Monat.

10. NONDISCRIMINATION:

A. **CONSULTANT** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules,

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

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

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

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

conducted by the employer, or (c) consistent with the **CONSULTANT'S** legal duty to furnish information.

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

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

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

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

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

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

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

22. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years

from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.

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

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

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

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

CITY OF BILLINGS, MONTANA

WILLIAM A. COLE,
MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

ATTEST:

DENISE BOHLMAN, CITY CLERK

SANDERSON STEWART

SIGNATURE

Michael Sanderson
PRINT NAME

President/CEO
PRINT TITLE

EXHIBIT A-SCOPE OF WORK

SCOPE OF WORK FOR SAFE ROUTES TO SCHOOL PLAN – PHASE 2

PROJECT DESCRIPTION (FROM THE RFP)

This Plan will look at schools that have not been studied for SRTS before (with the exception of Lockwood Schools), including middle schools in Billings Public Schools (6), as well as Yellowstone County schools (5), and private schools (8) within the MPO Boundary. These schools are diverse in their needs and locations. Some are located within the urban core of Billings; others are located in the urban fringe. Some may have the majority of students traveling from relatively nearby and some may have students who live spread out across the Billings area.

Goals of the Plan:

- Evaluate current walking and biking conditions for students in the region
- Identify barriers or issues that might discourage students from walking or biking
- Recommend policy or programmatic changes that would encourage more students to walk or bike to school
- Develop a list of projects that can be built to improve walking and biking conditions for students and evaluate their impact
- Create walking route maps for all schools in the plan. Given the unique challenges of some of these schools, creative solutions like identifying remote drop off locations may be required.

The Schools identified are:

- Billings Public Schools Middle Schools:
  - Ben Steele
  - Castle Rock
  - Lewis & Clark
  - Medicine Crow
  - Riverside
  - Will James
- Yellowstone County Schools within the MPO Boundary
  - Blue Creek
  - Elysian
  - Independent
  - Lockwood (elementary and middle schools co-located on same campus)
  - Pioneer

- Private Schools
  - Billings Christian School

- Trailhead Christian School
- St. Francis Catholic School
- Trinity Lutheran School
- Mount Olive Lutheran
- Grace Montessori Academy
- New Day, Inc.
- Sunrise Montessori

If one or more of the above schools choose not to participate, they may be replaced by schools from this list:

- High schools
  - Career Center
  - Senior High
  - Skyview High
  - West High

- Pre-schools
  - Rimrock Learning Center
  - Shiloh Christian Academy

Professional services for this project are more specifically described below and on the following pages.

Phase 1: Project Management and Coordination

Task 1. General project management, including internal meetings and administrative tasks.

Task 2. Meetings and correspondence with City of Billings staff on project-related items.

Task 3. Weekly project status update e-mails will be sent to the City of Billings Project Manager (Elyse Monat) and any other recipients as directed by the City.

Task 4. Attend six (6) Advisory Committee meetings, to be scheduled monthly. Prepare agendas and minutes.

Task 5. Prepare engagement strategy plan that will guide the public engagement throughout the project. This document will be reviewed with the MPO staff and then finalized.

Task 6. Public Engagement activities will be conducted throughout the project. Final activities will be determined in the engagement strategy plan and at a minimum will include:

a. Online Survey and Map. Sanderson Stewart will provide an online map for the public to provide input on areas of concerns and recommendations. Additionally, a survey for each school population will be prepared.

b. Conduct one open house event per school to solicit input or feedback on the draft plan.

Task 7. Coordinate with MPO staff to present a project update, approximately midway through the project, to the City of Billings City Council and the Yellowstone County Board of County

Commissioners.

Task 8. Monthly project invoicing.

Task 9. Internal project kickoff meeting.

Task 10. QA/QC (all draft and final deliverables)

Phase 1 Deliverables:

- Weekly project status update e-mails; monthly project invoices
- Six (6) Advisory Committee meeting agendas and minutes
- Final Engagement Strategy

Phase 2: Preliminary Assessment

Task 1. Contact each school to determine interest in participating in the plan.

Task 2. Review relevant studies and previous planning efforts.

Task 3. Conduct initial interviews with school staff at each school.

Task 4. Conduct walking audit of each school. Walking audits will include the project team, school representatives, and MPO staff (as available). If deemed to be more appropriate for a particular school, drone footage will be collected instead of conducing a walking audit.

Task 5. Check in meeting with City of Billings and Yellowstone County Engineering staff to discuss any issues or concerns known from previous interaction with schools and public.

Task 6. Prepare baseline conditions report and summary of existing planning documents.

Phase 2 Deliverables:

- Baseline conditions report, identifying current conditions around each school, known issues and opportunities.

Phase 3: Data Collection

Task 1. Develop maps for each site with relevant GIS information, such as, crosswalks, sidewalks, and traffic control elements.

Task 2. Review and observe traffic patterns for pick up/drop off locations, as they pertain to bike and pedestrian traffic.

Task 3. Coordinate with MPO to determine needs for traffic volumes and speeds. It is assumed that any traffic data collection will be performed by the MPO.

Phase 3 Deliverables:

- Prepare maps of each school site showing existing bike and pedestrian facilities, known barriers and

other information that will be used to assess biking and walking routes.

Phase 4: Planning Analysis

Task 1. Develop a set of potential improvements and tools available to assist with the implementation of the Safe Routes to School Plan. These common solutions will be known as an "infrastructure toolbox".

Task 2. Identify areas of concern within one mile of each school and the type of concern (i.e. long crossing, speeding motor vehicles, etc.).

Task 3. Identify potential solutions to improve pedestrian and bicycle traffic flow near all 19 schools, including specific interventions at each location and incorporating low-cost enhancements that can be implemented utilizing existing resources whenever possible.

Task 4. Identify in-depth interventions, such as missing accessible curb ramps, sidewalks, etc., that should be provided for all streets immediately adjacent to schools.

Task 5. Identify areas of public safety concern or perception along the school access routes. Evaluation will be completed using Crime Prevention Through Environmental Design (CPTED) principles, as well as public input via the survey and walking audits. Issues to be reviewed include lighting, neighborhood visibility of the SRTS corridors, landscape maintenance, boulevard trees for walkability, and other elements.

Phase 4 Deliverables:

- Infrastructure Toolbox draft for review with MPO staff and Advisory Committee List of proposed improvements for each school

Phase 5: SRTS Maps

Task 1. Develop maps for each school showing recommended improvements and walking/biking routes within the 1-mile radius. The maps will include recommended routes to each school, recommended improvements and other important elements specific for each school.

Phase 5 Deliverables:

- SRTS Map for each school

Phase 6: Engineering Solutions

Task 1. Refine list from Phase 4 of specific infrastructure improvements recommended for each school. This list will include items, such as, sidewalk improvements, crosswalks, traffic control improvements, and traffic calming improvements.

Task 2. Develop planning-level cost estimates for improvements.

Task 3. Complete a quality review by a licensed engineer to ensure that projects meet regulatory standards.

Task 4. Check in meeting with City of Billings and Yellowstone County Engineering staff to review list of identified improvements. If necessary, a second review project list review will be conducted via email.

Phase 6 Deliverables:

- Planning-level cost estimates
- List of proposed engineering solutions for each school

Phase 7: Draft and Final Plan

Task 1. Create a draft Safe Routes to School Plan that includes the information collected throughout the process. The Plan will include a summary of each school. The summary will outline key findings from the walking audit, public engagement, and recommended improvements. Planning level cost estimates and engineering recommendations will also be provided. The draft Plan will also include recommendations related to the other 5 E's of Safe Routes to School: Engagement, Equity, Encouragement, Education and Evaluation.

Task 2. The first draft of the plan will be submitted to the MPO staff. Sanderson Stewart will incorporate any changes or edits and submit a revised plan.

Task 3. The Draft Plan and maps will be revised based on feedback from the MPO staff and Advisory Committee and a Final Draft will be issued for public review.

Phase 7 Deliverables:

- Draft Plan
- Revised Draft Plan
- Final Draft Plan

Phase 8: Final Approval

Task 1. Sanderson Stewart will prepare for and attend the following meetings during the plan adoption process:

- Technical Advisory Committee
- Yellowstone County Board of Planning
- Billings City Council
- Board of County Commissioners
- Policy Coordinating Committee

Task 2. Upon completion of the adoption process, an approved Plan will be prepared, and ten (10) copies delivered to the MPO. The submittal will include an electronic submittal of the document and an executive summary that can be easily adapted to a web-based version.

Phase 8 Deliverables:

- Presentation for each meeting
- Final Adopted Plan
- Final Plan – Ten (10) Full Color copies; Electronic submittal; Executive Summary

EXHIBIT B-PROJECT BUDGET

Project Budget

Sanderson Stewart proposes the following budget:

Project Tasks	Estimated Fees
1. Project Management & Coordination	**$16,150.00**
2. Preliminary Assessment	**$20,750.00**
3. Data Collection	**$5,850.00**
4. Planning Analysis	**$13,250.00**
5. SRTS Maps	**$17,150.00**
6. Engineering Solutions	**$17,900.00**
7. Presentation of Results	**$20,100.00**
8. Final Approval	**$7,750.00**
Total:	**$118,900**

ENGIINC-02 CTHELEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/17/2022

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Billings Office PayneWest Insurance, a Marsh McLennan Agency LLC Company P.O. Box 30638 Billings, MT 59107-0638	PHONE (A/C, No, Ext): (406) 238-1900	FAX (A/C, No): (406) 245-9887
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Montana State Fund	15819
INSURER C : Travelers Casualty and Surety Company	19038
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Engineering, Inc. DBA Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	EPP 0318062	4/1/2022	4/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	EPP 0318062	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	X	EPP 0318062	4/1/2022	4/1/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		031048770	7/1/2022	7/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional			105269194	4/17/2022	4/17/2023	Liability	2,000,000
C	Pollution			105269194	4/17/2022	4/17/2023	Liability	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Safe Routes to School Plan, Phase 2

CERTIFICATE HOLDER

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

CANCELLATION

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

Cindy Thelen

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City Council Regular

Date:	12/12/2022
Title:	W.O. 23-09 5th Avenue Corridor - Phase I Preliminary Design, Professional Services Contract
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends the City Council award a professional services contract for W.O. 23-09 5th Avenue Corridor -- Phase I Preliminary Design to Sanderson Stewart in the amount of $104,427.

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

A 5th Avenue North Corridor Feasibility Study was completed in 2021. The Study considered the feasibility of a multi-modal trail from North 32nd Street to Main Street along the 5th Avenue North corridor. The corridor does not contain any roadway improvements. The Study found the project to be feasible, but recommended phasing the project. WO 23-09 will continue with the planning effort based on recommendations within the Study, developing a 30-percent level design and cost estimate for the section of corridor between the YMCA and Yellowstone Art Museum (Phase I). The 30-percent design is an approved FY23 CIP project. Funding for final design and construction has not been identified. A 30-percent design cost estimate will allow staff to identify future funding options for final design and construction of the Phase I section of trail.

The City requested proposals for professional services from the prequalified list derived from the established Statement of Qualifications. Sanderson Stewart was selected for the project using the proposal process. No other proposals were received.

ALTERNATIVES

City Council may:

- Approve award of Professional Services Contract with Sanderson Stewart; or,
- Not approve a contract with Sanderson Stewart. If this agreement is not approved, this work will be delayed.

FISCAL EFFECTS

The contract is in the amount of $104,427 and is being funded with Downtown Tax Increment Financing funds and a $10,000 contribution from Trailnet as approved in the FY23 budget. There are adequate funds to award the contract.

Attachments

WO 23-09 Contract

Contract for Professional Architectural and Engineering Services

W.O. 23-09 5th Avenue Corridor – Phase I Preliminary Design

In consideration of the mutual promises herein, City of Billings and Sanderson Stewart agree as follows. This Contract consists of:

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 7 pages (Basic Services of Contractor);

Appendix B consisting of 1 page (Methods and Times of Payment);

Appendix C consisting of 1 page (Additional Services of Contractor);

Appendix D consisting of 2 pages (Schedule of Professional Fees);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 1 page (Certificate(s) of Insurance); and

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
B. “Billings” means the City of Billings.
C. "Contractor" means Sanderson Stewart.

Section 2. Scope of Services.

A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.

C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
D. The Engineer shall provide as-built drawings as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings. Requirements for submitting as constructed documents of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: a point file; 1 (*.asc, *.txt, comma delimited; point number, northing, easting, elevation and description) / 2 (*.csv, with headings for; point number, northing, easting, elevation and description), with northings and eastings to the nearest tenth of a foot, elevations to the nearest hundredth of a foot, representing new, updated or relocated City of Billings infrastructure features such as, but not limited to Sanitary Sewer Manholes, Storm Drain Manholes, Water Valves, Water Bends, Signals, Street Light, etc., in the coordinates of Montana State Plane, Zone 2500 using NAD83(2011), Horizontal and NAVD88 Vertical, Horizontal units and Vertical units will be International feet, one half size paper copy to scale, one full size paper copy to scale, two CD's or DVD's with PDF files being half size to scale and full size to scale and AutoCAD DWG files as-constructed / as-built, Version 2016, or equivalent.
E. The Contractor shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.

Section 3. Time for Performance.

A. This Contract becomes effective when signed on behalf of Billings.
B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
C. This Contract shall terminate at midnight on December 31st, 2024.

Section 4. Compensation; Method of Payment.

A. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
B. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
C. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

The Contractor's services under Section 2 of this Part may be terminated:

A. By mutual consent of the parties.
B. For the convenience of Billings, provided that Billings notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.
C. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this Subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default within 30 days after receiving the notice.

Section 6. Duties Upon Termination

A. If Billings terminates the Contractor's services for convenience, Billings shall pay the Contractor for its actual costs reasonably incurred in performing before termination and Billings shall pay for services rendered prior to termination. Payment under this Subsection shall never exceed the total compensation allowable under Section 4 of this Part. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Billings.
B. If the Contractor's services are terminated for cause, Billings shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Contractor under this Contract shall become the property of Billings at its option.
C. If the Contractor receives payments exceeding the amount to which it is entitled under Subsections A or B of this Section, he shall remit the excess to the Administrator within 30 days of receiving notice to do so.
D. The Contractor shall not be entitled to any compensation under this Section until the Contractor has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
E. If the Contractor's services are terminated for whatever reason the Contractor shall not claim any compensation under this Contract, other than that allowed under this Section.
F. If a final audit has not been performed before the Contractor's services are terminated, Billings may recover any payments for costs disallowed as a result of the final audit.
G. Except as provided in this Section, termination of the Contractor's services under Section 5 of this Part does not affect any other right or obligation of a party under this Contract.

Section 7. Insurance.

A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
B. The Contractor shall provide the following insurance:

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

C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

Unless otherwise allowed by this Contract or in writing by the Administrator, any assignment by the Contractor of its interest in any part of this Contract or any delegation of duties under this Contract shall be void, and an attempt by the Contractor to assign any part of its interest or delegate duties under this Contract shall give Billings the right immediately to terminate this Contract without any liability for Work performed.

Section 9. Ownership; Publication, Reproduction and Use of Material.

A. Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this Contract shall be the property of Billings, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. Contractor shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Contractor shall have the right to include photographic or artistic representations of the design and construction of the Project among the Contractor's promotional and professional materials. The Contractor's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Contractor in writing of the specific information considered by Billings to be confidential and proprietary.
B. Equipment purchased by the Contractor with Contract funds: See Appendix A, Section 3. Scope of Work.
C. Should Billings elect to reuse Work products provided under this Contract for other than the original project and/or purpose, Billings will indemnify and hold harmless

the Contractor from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original Contractor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

Any notice required pertaining to the subject matter of this Contract shall be either sent via facsimile (FAX) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Billings: Mac Fogelsong, PE, City Engineer
City of Billings
Engineering Department
2224 Montana Ave
Billings, Montana 59101 FAX : (406) 237-6291

Contractor: Sanderson Stewart
DJ Clark
Billings Regional Manager
1300 N Transtech Way
Billings, MT 59102

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or 5 days after proof of proper posting.

Section 11. Contract Budget.

In connection with its performance under this Contract, the Contractor shall not make expenditures other than as provided in line items in the Contract budget.

Section 12. Force Majeure.

A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:

1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
2. Strikes or Work stoppages.

3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
4. Order of court, administrative agencies or governmental officers other than Billings.

Section 13. Financial Management System.

The Contractor shall establish and maintain a financial management system that:

A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
C. Effectively controls and accounts for all municipal funds and Contract property;
D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
E. Allocates administrative costs to direct service delivery units;
F. Minimizes the time between receipt of funds from Billings and their disbursement by the Contractor;
G. Provides accounting records supported by source documentation; and
H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

In the event that any funding source for this Contract should impose additional requirements upon Billings for the use of those funds, the Contractor agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Billings.

Section 15. Subcontracts.

The Contractor may enter into subcontracts for the purchase of goods and services necessary for the performance of this Contract, provided:

A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefor.
B. Every subcontract under which the Contractor delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Contractor.
C. Every subcontract in an amount exceeding $1,000 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

The Contractor shall perform its obligations hereunder as an independent Contractor of Billings. Billings may administer the Contract and monitor the Contractor's compliance with its obligations hereunder. Billings shall not supervise or direct the Contractor other than a provided in this Section.

Section 2. Nondiscrimination.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
B. The Contractor shall state, in all solicitations or advertisements for employees to Work on Contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
C. The Contractor shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
D. The Contractor shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this Contract.
E. The Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
F. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
G. The Contractor and subcontractor shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicates may not be discharges or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees

or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

Section 3. Permits, Laws, and Taxes.

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the Contractor under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Contract.

Section 4. Nonwaiver.

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

Section 5. Amendment.

A. This Contract shall only be amended, modified or changed by a writing, executed by authorized representatives of the parties, with the same formality as this Contract was executed.
B. For the purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

Contractor: DJ Clark, PE, PTOE, Billings Regional Manager
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

Payments under this Contract may require funds from future appropriations. If sufficient funds are not appropriated for payments required under this Contract, this Contract

shall terminate without penalty to Billings; and Billings shall not be obligated to make payments under this Contract beyond those which have previously been appropriated.

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

City of Billings

_____
William A. Cole, Mayor

Date:_____

ATTEST:

_____
City Clerk

Date:_____

Contractor

_____

Name:_____

Title:_____

Date:_____

IRS Tax ID #_____

APPROVED AS TO FORM:

By_____
City Attorney

Appendix A
Basic Services of Engineer
W.O. 23-09
5th Avenue Corridor – Phase I Preliminary Design

Section 1. Engineer's Rights and Duties.

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Engineer's portion of the project as defined in the scope of work and to prepare and deliver to Billings all plans, specifications, bid documents, and other material as designated herein.

B. Ascertain such information as may have a bearing on the work from local units of government, utility companies, and private organizations and shall be authorized to procure information from other authorities besides Billings but shall keep Billings advised as to the extent of these contacts and the results thereof.

C. Prepare and present such information as may be pertinent and necessary in order for Billings to pass critical judgment on the features of the work. The Engineer shall make changes, amendments or revisions in the detail of the work as may be required by Billings. When alternates are being considered, Billings shall have the right of selection.

D. Engineer's work shall be in accordance with the standards of sound engineering and present City, State, and National standards and policies currently in use.

E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121 and 18-2-122, and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.

F. The Engineer shall certify with the submission of final plans that the plans are in conformance with applicable sections of Title 69, Chapter 4, Part 5, of the Montana Code Annotated as pertaining to existing utilities.

G. To perform professional services in connection with the project and will serve as Billings' representative in those phases of the project to which this agreement applies.

H. Where Federal funds are involved, the necessary provisions to meet all requirements will be complied with, and documents secured and placed in the bidding documents.

I. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Engineer. Reports will be submitted in a timely manner to permit prompt resolution of problems.

J. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project, the Task Director designated for the Engineer is D.J. Clark, PE, PTOE.

Section 2. Billings Rights and Duties.

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

B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Sarah Plath, PE working under the City Engineer, Mac Fogelsong, PE.

Section 3. Scope of Work.

The project description (from the RFP) is as follows:

A 5th Avenue North Corridor Feasibility Study (Study) was completed in 2021. The Study considered the feasibility of a multimodal trail from North 32nd Street to Main Street along the 5th Avenue North corridor, which currently does not contain any roadway improvements. The Study found the project to be feasible, however recommends phasing the project.

WO 23-09 will continue with the planning effort based on recommendations within the Study, developing 30-percent level design plans and cost estimate for the section of corridor between the YMCA and Yellowstone Art Museum (Phase I). This section has been identified in the Study as the "Linear Park" and provides an opportunity for both a multi-use trail and a green space to enhance downtown Billings. A 30-percent cost estimate will allow staff to identify future funding options for final design and construction of Phase I.

Right-of-way or easements have not been secured for the 5th Avenue North Corridor. Given this, Phase I will include property owner engagement as well as additional public participation to determine a 30-percent level design alignment. Landscaping, placemaking, and wayfinding consistent with the Study recommendations should be considered for 30-percent design. Other major project components include street crossings, with the crossing at North 27th Street of particular interest.

Phase 100. Project Administration

Task 1. Project scoping, fee estimate, and subconsultant contracting.

Task 2. General project management, including internal meetings and administrative tasks.

Task 3. Meetings and correspondence with City of Billings staff on project-related items.

Task 4. Meetings and coordination with the Montana Department of Transportation.

Task 5. Weekly project status update e-mails will be sent to the City of Billings Project Manager (Sarah Plath) and any other recipients as directed by the City.

Task 6. Monthly project invoicing.

Task 7. Internal project kickoff meeting.

Task 8. QA/QC (all draft and final deliverables)

Phase 100 Deliverables:

Draft and final project contract documents and supporting information; weekly project status update e-mails; monthly project invoices.

Phase 200. Survey/Data Collection

Task 1. Survey project management, including resource coordination, pre-survey research, and any meetings or correspondence.

Task 2. Field work related to LIDAR scanning survey. This includes the required setting of control and all initial field work associated with the Frontier Precision demonstration.

Task 3. Office work related to LIDAR scanning survey. Downloading and registration of scanning data to create one point cloud. Review of LIDAR scan data to determine if there are any voids in the scan data that need to be surveyed.

Task 4. Conventional/GPS topographic survey pickups of project area to supplement LIDAR scanning data.

Task 5. Drafting in AutoCAD of line work and point features utilizing LIDAR scanning data for use in design. Resulting CADD line work will be integrated in a dedicated CADD file for use in design. Creation of existing conditions surface model in AutoCAD based on LIDAR scanning surface data for use in design. Unless otherwise directed by the City, the project will use the following coordinate systems:

a. Billings Low Distortion Projection (NAD83-2011) with horizontal units expressed in international feet.

b. Vertical datum will be NAVD88 with GPS elevations derived from GEOID12A and vertical units expressed in U.S. survey feet.

Task 6. Miovision traffic counts on North 27th St. at the 4th Ave. North and 6th Ave. North intersections. Data will be collected starting on a Wednesday afternoon and continuing through Sunday morning, avoiding any holiday weekends or adverse weather conditions if possible. Data will be processed for the 72 consecutive-hour period that spans Thursday through Saturday to establish typical weekday and weekend traffic volume demand levels. Vehicle classifications (passenger vehicle/truck/bus) will be quantified as part of the data processing.

Task 7. Research of, correspondence with, and review of maps and other information provided by private utility companies with facilities in the project area.

Phase 200 Deliverables:

Weekly project status update e-mails; monthly project invoices.

Phase 300. Concept (30%) Design and Stakeholder Engagement

Task 1. Creation of property boundary/ownership exhibits that show proposed corridor alignment. The exhibits will utilize previous surveys and available property line work to approximate anticipated right-of-way/easement needs. These exhibits will be useful for our initial concept design work, as well as for property owner meetings.

Task 2. Corridor site visit with City of Billings staff to review preferred alignment, potential place/node locations, street crossings, and anticipated challenges.

Task 3. Design charette meeting with Alta and City of Billings. During this meeting, which will be held the same day as the corridor site visits, we will discuss design concepts, anticipated challenges, and strategies for developing initial concept design exhibits to be utilized for the first round of property owner meetings.

Task 4. Parking, access and site circulation analysis and summary memo. The purpose of this exercise will be to identify impacts to private property parking, access, and site circulation, as well as strategies for mitigating those impacts. Results will be summarized in a brief memo with exhibits as required to illustrate proposed solutions. Memo will be submitted to City for review, with revisions made as required based on City comments.

Task 5. Design concept development and exhibits – the project team will develop two (2) alternatives for the overall corridor typical section. The preferred cross section will be used to understand property impacts and will be modified on a site-by-site basis to mitigate those impacts. The project team will prepare up to six (6) exhibits, one for each block, that communicate concept alternatives and impacts to property owners; these exhibits will be used for property owner meetings (Task 6). Each exhibit will consist of the preferred alignment, typical cross section, and, as needed, plan view and perspective sketches to communicate design intent. Additionally, the project team will develop two (2) alternatives for each of the public street crossings at North 27th St., North 32nd St., and one other crossing. The project team will also develop one (1) initial design concept for up to three (3) node or place

locations along the corridor.

Task 6. Introductory property owner meetings (1 meeting with each property owner with parcels that abut the preferred alternative corridor). Meetings will be held in-person and on-site, unless a particular property owner prefers otherwise. Sanderson Stewart will facilitate the meetings with attendance by the City of Billings Project Manager (Sarah Plath) at her discretion.

Task 7. Follow-up design team meeting with the City. Once we have met with each of the property owners to discuss the preferred alignment and design concepts, Sanderson Stewart will host a meeting with the City and the design team via Microsoft Teams to discuss the feedback received and any modifications to the initial design concepts that will be required to take the project forward. We would also anticipate settling on final preferred alternatives for all elements of the project to take forward to formal design development.

Task 8. Meeting with MDT (Billings District) to review design concepts and discuss preferred alternative(s) for the North 27th Street crossing.

Task 9. Corridor Branding, Wayfinding, and Materials Strategy. Through this task, the project team will develop a concept package for urban design elements related to branding, wayfinding/information, and materials. The process will include the development of one (1) concept for a suite of branding and wayfinding elements – up to five (5) elements – including information kiosks, gateway markers, etc. The project team will also develop a materials palette that will serve as a guide for the aesthetic of the corridor, including furnishings, pavement materials, and landscaping. The project team will respond to one (1) round of comments from the City of Billings and make revisions to the branding, wayfinding, and materials concept package accordingly.

Task 10. Concept design plans development. Through this task, the project team will create a 30% design level plan set based on the preferred alternative design concepts. The plan set will consist of a cover sheet, plan view design/exhibit sheets, and detail sheets as required to describe key design elements. The concept design efforts will implement high-level landscape improvement concepts but will not include detailed landscape or irrigation design elements.

Task 11. Concept design opinion of probable construction cost. The project team will develop a cost estimate with a 15% contingency line item and fee estimates for engineering design and construction-phase services for the City to use in procuring projecting funding. The opinion of probable construction cost will be broken into two schedules – one for the North 27th St. crossing treatment and another for the remainder of the project.

Task 12. Concept design package submittal to City for review. We would anticipate having a follow-up meeting either in-person or via Teams to review comments from the City on the concept design submittal. A separate, targeted submittal will also be made to MDT for the North 27th St. crossing. The MDT submittal will include plan view exhibit sheets, detail sheets, and an opinion of probable construction cost for the North 27th St. crossing treatment.

Task 13. Preparation of memorandum of understanding (MOU) documents for each abutting property owner to define some level of commitment to providing easement or right-of-way dedication for the 5th Avenue Corridor.

Task 14. Additional meetings with property owners to present preferred alternative design concepts and the MOU documents associated with each property/owner.

Task 15. Concept design revisions based on comments received from City and MDT. Parking and access memo will also be updated as required based on property owner, City, and/or MDT comments.

Task 16. Public meeting to present design concepts.

Phase 300 Deliverables:

Concept (30%) plan view exhibits and detail sheets, opinions of probable construction cost. Submittals will typically be made electronically with physical deliverables to include up to four (4) sets of 11x17-sized plans/exhibits, upon request.

Exclusions from Scope of Work

The following work items are excluded from the scope of work for this project and shall be considered as Additional Work. If the City of Billings determines that Additional Work is required, Sanderson Stewart will provide those services for an additional agreed-upon fee.

1. A formal and detailed cadastral survey to determine exact property/right-of-way boundaries. The effort for this project will be abbreviated with the end goal of depicting approximate property boundaries.
2. A geotechnical investigation, borings, and/or a summary report. The expectation is that the multi-use trail will utilize a standard pavement section consistent with the City of Billings Standard Modifications to MPW and/or based on direction from the City.
3. Landscape or irrigation design and specifications beyond high-level concepts as referenced in the detailed scope of work.
4. Street lighting or electrical design and specifications. Although the N. 27th Street crosswalk may require a pedestrian hybrid beacon (HAWK) signal, we do not anticipate that formal design of the electrical improvements will be required for 30% design development.
5. Design, specifications or permitting related to erosion control and storm water management during construction. This work shall be the

responsibility of the contractor. Sanderson Stewart will be in no way responsible for reviewing, approving or monitoring Contractor-required storm water pollution prevention plan (SWPPP) documentation or installation measures. The Contactor shall be required to prepare and submit for approval the Notice of Intent (NOI), Notice of Termination (NOT) and all related supportive materials.

6. Design of retaining walls or other structural features (not anticipated to be required at this time). If the design of such features is required for the project design, the additional services can be provided through an amendment to the contract.
7. Design of private utilities (natural gas, oil, power, fiber optic, telephone, cable television or other) facilities. Sanderson Stewart will however provide coordination with private utility companies to address any anticipated conflicts and/or replacement/relocation work.

Appendix B
Methods and Times of Payment
W.O. 23-09
5th Avenue Corridor – Phase I Preliminary Design

Section 1. Payments for Basic Services.

Billings shall authorize payment to the Engineer for services performed under Appendix A of this Agreement. Partial payment shall be due the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer.

Partial payment shall be made to the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer. Billings shall deduct five percent (5%) from each monthly pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final documents by Billings, and determination that the scope of work has been satisfactorily completed.

A. For services rendered prior to construction, Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed the total contract amount.

Phase 100 – Project Administration	$28,305.00
Phase 200 – Survey/Data Collection	$5,510.00
Phase 300 – Concept Design/Stakeholder Engagement	$70,612.00
TOTAL CONTRACT	**$104,427.00**

B. Final payment shall be the above stated basic fee less all previous payments.

Section 2. Payments for Extra Services when Authorized by Billings.

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for on an hourly basis at the applicable hourly rates as referenced in Appendix D and below in Section 4.

Section 3. Corrections.

Costs of Billings work that is required for corrections to the Engineer's work which requires redoing by Billings shall be deducted from any payments due the Engineer, if the Engineer fails to make the required corrections.

Section 4. Fee Increases

For contracts and services that are expected to require more than one (1) year to complete, the above stated basic services payments may be reviewed and adjusted annually by mutual agreement of the parties, based upon documented evidence that the Engineer's costs and hourly rates as shown in Appendix D have increased for all comparable clients.

Appendix C

Additional Services of Engineer

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

A. Field and laboratory testing of materials and reports.

B. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.

Appendix D

Schedule of Professional Fees

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustments. Hourly rates for services effective on the date of this Agreement are included below.

The itemized schedule provided below includes direct labor costs, normal payroll and overhead costs, transportation, furnishing equipment and materials normally required for performance of the work and reasonable profit. Direct project costs not itemized herein shall be paid for at actual cost.

CHARGE OUT RATES

EFFECTIVE NOVEMBER 1, 2022

SANDERSON STEWART

STAFF PERSONNEL SERVICES

Staff Engineer I	$115.00/hour
Staff Engineer II	$128.00/hour
Project Engineer I	$135.00/hour
Project Engineer II	$145.00/hour
Senior Engineer I	$180.00/hour
Senior Engineer II	$210.00/hour
Principal	$235.00/hour
Engineer Intern	$75.00/hour
Expert Witness/Special Consultant	$290.00/hour
Staff Planner I	$100.00/hour
Staff Planner II	$110.00/hour
Planner I	$130.00/hour
Planner II	$145.00/hour
Senior PlannerI	$155.00/hour
Senior PlannerII	$175.00/hour
Right-of-Way Agent	$168.00/hour
Staff Landscape Designer I	$100.00/hour
Staff Landscape Designer II	$108.00/hour
Landscape Architect I	$135.00/hour
Landscape Architect II	$145.00/hour
Senior Landscape Architect I	$160.00/hour
Senior Landscape Architect II	$170.00/hour
Field Survey Technician I	$85.00/hour
Field Survey Technician II	$88.00/hour
Staff Surveyor I	$110.00/hour
Staff Surveyor II	$120.00/hour
Professional Land Surveyor I	$135.00/hour
Professional Land Surveyor II	$148.00/hour
Senior Professional Land Surveyor I	$160.00/hour
Senior Professional Land Surveyor II	$178.00/hour
Graphic Artist	$100.00/hour
CADD Technician I	$88.00/hour
CADD Technician II	$95.00/hour
Designer I	$100.00/hour
Designer II	$110.00/hour
Senior Designer I	$120.00/hour
Senior Designer II	$135.00/hour
Construction Inspector	$88.00/hour
Construction Engineering Technician	$100.00/hour
Senior Construction Engineering Technician	$135.00/hour
Construction Engineer I	$135.00/hour
Construction Engineer II	$145.00/hour

STAFF PERSONNEL SERVICES CONTINUED

Project Administrator	$95.00/hour
Senior Project Administrator	$110.00/hour
Administrative/Clerical	$90.00/hour
Senior Administrative Director	$165.00/hour
Marketing Coordinator	$105.00/hour
Senior Marketing Coordinator	$115.00/hour
Marketing Director	$155.00/hour

SURVEY CREW SERVICES

1-man Crew/2-man Crew	$Per Job
Survey Equipment	$15.00 /fieldwork hour
Survey Vehicle Mileage	$.75 /mile
Scanner Equipment	$150.00 /hour
Scanner Equipment (Hourly)	$150 /hour
Scanner Equipment (Full Day)	$1,050 /day

OUTSIDE CONSULTANTS

1) At cost if independently billed direct to client.
2) Cost plus 5% if billed through us.

INDEPENDENT LABORATORIES

1) At cost if independently billed direct to client.
2) Cost plus 5% if billed through us.

ADMINISTRATIVE EXPENSES

Administrative expenses (including copies, prints, phone, postage, materials, and travel) 3.5% *

* *based on professional services only, unless modified by contract*

Vehicle Mileage IRS Rate

These rates are updated periodically to reflect market conditions. Rate increases will be reflected in future invoicing.

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than December 19th, 2022, the completion date for the Engineer's work through final design shall be:

A. Phase 200 – Survey/Data Collection February 1, 2023

B. Phase 300 – Concept Design and Stakeholder Engagement October 1, 2023

Delays affecting the completion of the work within the time specified of more than ninety (90) days, not attributable to or caused by the Parties hereto, may be considered as cause for the renegotiation or termination of this Contract.

If the Engineer is behind on this Contract due to no fault of Billings, then the Engineer hereby acknowledges the right of Billings to withhold future Contracts to the Engineer in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.

ENGIINC-02 CTHELEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/17/2022

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Billings Office PayneWest Insurance, a Marsh McLennan Agency LLC Company P.O. Box 30638 Billings, MT 59107-0638	PHONE (A/C, No, Ext): (406) 238-1900	FAX (A/C, No): (406) 245-9887
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Montana State Fund	15819
INSURER C : Travelers Casualty and Surety Company	19038
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Engineering, Inc. DBA Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	EPP 0318062	4/1/2022	4/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X	X	EPP 0318062	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	X		EPP 0318062	4/1/2022	4/1/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		031048770	7/1/2022	7/1/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional			105269194	4/17/2022	4/17/2023	Liability	2,000,000
C	Pollution			105269194	4/17/2022	4/17/2023	Liability	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: W.O. 23-09 – 5th Avenue Corridor – Phase I Preliminary Design project

CERTIFICATE HOLDER

City of Billings; Public Works Department
2224 Montana Avenue
Billings, MT 59101

CANCELLATION

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

Cindy Thelen

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City Council Regular

Date:	12/12/2022
Title:	W.O. 19-12: West End Reservoir Project, GC/CM Preconstruction Services Contract
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that City Council approve a General Contractor / Construction Manager (GC/CM) preconstruction services contract with Dick Anderson Construction, Inc. (DAC) for W.O. 19-12: West End Reservoir Project in the not-to-exceed amount of $278,400.

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

Identifying and securing an alternate source of treated water for the City of Billings is a priority to the Public Works Department. Through FY23, the City has $119 million in budgeted funding remaining to design and build the projects needed for the new water system on Billings' west end. Over the next two years, completing design and starting construction is planned for a new water intake, treatment plant, reservoir, and the connecting pipelines.

In February 2021, Council approved Resolution 21-10925 allowing the use of alternative project delivery methods as authorized by MCA 18-2-502 for construction of water system projects on Billings' west end, including the reservoir under consideration. The City has elected to move forward with the General Contractor / Construction Manager (GC/CM) contract format since its structure is conducive to ensuring integral City staff involvement in a Project Team arrangement consisting of the City, Engineer (HDR Engineering) and GC/CM. Some major benefits of GC/CM contracts are that they bring the contractor, procured through an open public process, on to the Team early to take advantage of their expert contributions to project design and construction means, methods and sequencing. These contributions include identifying opportunities to improve design accuracy and completeness, provide a level of cost certainty to inform budgets, and reduce construction costs and schedule.

The GC/CM will begin the preconstruction phase of the reservoir project by joining the Team to review HDR's preliminary design. The GC/CM will deliver a project management plan, review major project risks, provide construction feedback that may streamline the design, and develop a project cost model and schedule. The GC/CM will develop progressively more detailed and accurate cost estimates as the design advances. All pricing information, including subcontractor bids, is used by the GC/CM to produce "open book" cost estimates that are evaluated by the Team. The Team will identify opportunities to secure project equipment and materials early to bring greater certainty to the overall project cost and avoid potential price escalation. At the end of the preconstruction phase, the GC/CM will present a Guaranteed Maximum Price (GMP) for construction of the project, which City Council may or may not approve at that time.

Recommending DAC as the GC/CM involved a selection committee evaluating interested contractors using the Request for Qualifications and Request for Proposals process. Statements of Qualifications (SOQs) for this project were also submitted by Big Sky Civil Constructors & Montana Civil Contractors (Joint Venture), Knife River -- Billings, and Ames Construction, Inc. After evaluating and scoring the SOQs, the selection committee advanced all four firms and requested proposals from each firm. Final proposal submissions were evaluated on both technical and pricing components. The technical component consisted of an evaluation and scoring of project team and capacity, strategic project approach, and approach to the GC/CM delivery process.

ALTERNATIVES

City Council may:

- Approve a General Contractor / Construction Manager (GC/CM) preconstruction services contract with Dick Anderson Construction, Inc.; or,
- Not Approve a GC/CM contract. If this project is not completed, the City will be unable to proceed with the plans needed to provide for the present and future drinking water redundancy and capacity needs of City of Billings residents.

FISCAL EFFECTS

The W.O. 19-12: West End Reservoir Project was budgeted in FY23 using water funds. The amount budgeted was $35 million that includes this preconstruction contract amount of $278,400 and the future construction contract. There is sufficient budget to award this contract.

Attachments

WO1912 WE Reservoir GC-CM Preconstruction Contract

General Contractor/Construction Manager (GC/CM) Preconstruction Services Contract

W.O. 19-12, West End Reservoir Project

In consideration of the mutual promises herein, City of Billings and Dick Anderson Construction, Inc. agree as follows. This Contract consists of:

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Part III, consisting of 8 Sections of Supplemental Provisions

Appendix A consisting of 3 pages (Basic Services of Contractor);

Appendix B consisting of 1 page (Methods and Times of Payment);

Appendix C consisting of 1 page (Additional Services of Contractor);

Appendix D consisting of 2 pages (Schedule of Rates and Fees);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 15 pages (Certificate(s) of Insurance); and

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
B. "Billings" means the City of Billings.
C. "Contractor" means General Contractor/Construction Manager (GC/CM).
D. "Engineer" means HDR Engineering, Inc.

Section 2. Scope of Services.

A. The Contractor shall perform services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
B. Billings shall pay the Contractor in accordance with the Schedule of Rates and Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.
C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.

Section 3. Time for Performance.

A. This Contract becomes effective when signed on behalf of Billings.
B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
C. This Contract shall terminate at midnight on December 31, 2023.

Section 4. Compensation; Method of Payment.

A. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and reasonably specify what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
B. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
C. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

The Contractor's services under Section 2 of this Part may be terminated:

A. By mutual consent of the parties.
B. For the convenience of Billings, provided that Billings notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.
C. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this Subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default within 30 days after receiving the notice.

Section 6. Duties Upon Termination

A. If Billings terminates the Contractor's services for convenience, Billings shall pay the Contractor for its actual costs reasonably incurred in performing before termination and Billings shall pay for services rendered prior to termination. Payment under this Subsection shall never exceed the total compensation allowable under Section 4 of this Part. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Billings.
B. If the Contractor's services are terminated for cause, Billings shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall

never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Contractor under this Contract shall become the property of Billings at its option.

C. If the Contractor receives payments exceeding the amount to which it is entitled under Subsections A or B of this Section, he shall remit the excess to the Administrator within 30 days of receiving notice to do so.
D. The Contractor shall not be entitled to any compensation under this Section until the Contractor has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
E. If the Contractor's services are terminated for whatever reason the Contractor shall not claim any compensation under this Contract, other than that allowed under this Section.
F. If a final audit has not been performed before the Contractor's services are terminated, Billings may recover any payments for costs disallowed as a result of the final audit.
G. Except as provided in this Section, termination of the Contractor's services under Section 5 of this Part does not affect any other right or obligation of a party under this Contract.

Section 7. Insurance.

A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract and as a condition precedent to payment, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
B. The Contractor shall provide the following insurance:

    1. Workers' compensation and employer's liability coverage as required by Montana law.
    2. Commercial general liability, including contractual and personal injury coverage's -- $1,500,000 per occurrence.
    3. Commercial automobile liability -- $1,500,000 per accident.

C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
D. Billings and the Engineer, its owners, officers, agents and employees SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation in favor of Billings and the Engineer, its owners, officers, agents and employees.

Section 8. Assignments.

Unless otherwise allowed by this Contract or in writing by the Administrator, any assignment by the Contractor of its interest in any part of this Contract or any delegation of duties under this Contract shall be void, and an attempt by the Contractor to assign any part

of its interest or delegate duties under this Contract shall give Billings the right immediately to terminate this Contract without any liability for Work performed.

Section 9. Ownership; Publication, Reproduction and Use of Material.

A. Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this Contract shall be the property of Billings, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. Contractor shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Contractor shall have the right to include photographic or artistic representations of the design and construction of the project among the Contractor's promotional and professional materials. The Contractor's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Contractor in writing of the specific information considered by Billings to be confidential and proprietary.
B. Equipment purchased by the Contractor with Contract funds: See Appendix A, Section 3. Scope of Work.
C. Should Billings elect to reuse Work products provided under this Contract for other than the original project and/or purpose, Billings will indemnify and hold harmless the Contractor from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original Contractor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

Any notice required pertaining to the subject matter of this Contract shall be either sent via e-mail or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Billings: Randy Straus
City of Billings
Engineering Division
2224 Montana Avenue
Billings, Montana 59101
E-mail: strausr@billingsmt.gov

Contractor: Kyle Kastelitz
Dick Anderson Construction, Inc.
4512 South Frontage Road
Billings, MT 59107
E-mail: kkastelitz@daconstruction.com

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or 5 days after proof of proper posting.

Section 11. Contract Budget.

In connection with its performance under this Contract, the Contractor shall not make expenditures other than as provided in line items in the Contract budget.

Section 12. Force Majeure.

A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:

    1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
    2. Strikes or Work stoppages.
    3. Any interruption, suspension or interference with the project caused by acts of God, pandemics, epidemics, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
    4. Order of court, administrative agencies or governmental officers other than Billings.

Section 13. Financial Management System.

The Contractor shall establish and maintain a financial management system that:

A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
C. Effectively controls and accounts for all municipal funds and Contract property;
D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
E. Allocates administrative costs to direct service delivery units;
F. Minimizes the time between receipt of funds from Billings and their disbursement by the Contractor;
G. Provides accounting records supported by source documentation; and
H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

In the event that any funding source for this Contract should impose additional requirements upon Billings for the use of those funds, the Contractor agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Billings. Upon notice of additional requirements, GC/CM shall be entitled to an adjustment in the contract sum and/or contract time for any additional costs due to new funding requirements.

Section 15. Subcontracts.

The Contractor may enter into subcontracts for the purchase of goods and services necessary for the performance of this Contract, provided:

A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefor.
B. Every subcontract under which the Contractor delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Contractor.
C. Every subcontract in an amount exceeding $1,000 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

The Contractor shall perform its obligations hereunder as an independent Contractor of Billings. Billings may administer the Contract and monitor the Contractor's compliance with its obligations hereunder. Billings shall not supervise or direct the Contractor other than a provided in this Section.

Section 2. Nondiscrimination.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
B. The Contractor shall state, in all solicitations or advertisements for employees to Work on Contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
C. The Contractor shall comply with any and all reporting requirements that may apply to it which Billings may establish by regulation.
D. The Contractor shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this Contract.
E. The Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
F. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
G. The Contractor and subcontractor shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicates may not be discharges or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of

other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

Section 3. Permits, Laws, and Taxes.

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the Contractor under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Contract.

Section 4. Nonwaiver.

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

Section 5. Amendment.

A. This Contract shall only be amended, modified or changed by a writing, executed by authorized representatives of the parties, with the same formality as this Contract was executed.
B. For the purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

   Contractor: Kyle Kastelitz, Civil Vice President

   Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

Part III
SUPPLEMENTAL PROVISIONS

Section 1. Recitals

1.01 Preconstruction services covered by this agreement includes attendance at meetings and workshops, development of a Cost Model, cost estimating, constructability reviews, biddability reviews, Alternate System Evaluations (Value Engineering), development of a Project Schedule, advising on the scope for construction packages and other items described herein and in the Basic Services of Contractor provided in Appendix A.

1.02 The GC/CM has represented to Billings the ability to provide preconstruction services and to construct the project.

1.03 Based on this representation, Billings intends to enter into a contract with the GC/CM for the preconstruction services identified in this agreement. At the end of the preconstruction, at Billings' discretion, Billings may enter into separate construction agreement with the GC/CM for construction services. Alternatively, Billings may choose not to continue the GC/CM Contract beyond the completion of preconstruction phase services or any early work amendments, instead soliciting bids from qualified contractors for the project construction, and otherwise reserve all rights to terminate the Contract for convenience.

Section 2. Terms and Definitions

2.01 Alternate Systems Evaluations (Value Engineering) - Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional project that meets Billings' requirements.

2.02 Construction Services Fee – Expressed as a percentage of the Cost of the Work, the percentage that represents the GC/CM's administrative costs, home office overhead, and profit, whether at the GC/CM's principal or branch offices. This Fee excludes items covered in the Cost of the Work and General Conditions Costs, and any cost not allocated or paid by Billings or other limitations and exclusions set forth in the General Conditions and Supplementary Conditions for construction. The Construction Services Fee is proposed by the GC/CM in Section 6 and will be the percentage applied to determine the GMP.

2.03 Contingency, GC/CM - A fund to cover cost growth during the project used at the discretion of the GC/CM usually for costs that result from project circumstances. The amount of the GC/CM Contingency will be negotiated as a separate line item in the GMP.

2.04 Contingency, Billings' - A fund to cover cost growth during the project used at the discretion of Billings usually for costs that result from Billings directed changes or site conditions. The amount of the Billings' Contingency will be set solely by Billings and will be in addition to the project costs included in the GC/CM's cost estimate summary.

2.05 Cost Model - A breakdown of the scope of the project that is initially developed by the GC/CM based on information from the Engineer and the GC/CM's records of similar projects.

The model will evolve as the design progresses and be maintained by the GC/CM throughout the design and will include any assumptions and clarifications made by the GC/CM. The model will support any cost estimates, Alternate Systems Evaluations (Value Engineering), and eventually the GMP Proposal, when required by Billings.

2.06 Cost of the Work - The direct costs necessarily incurred by the GC/CM in the proper performance of the work. The Cost of the Work includes direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment used in the performance of the work, costs of establishing temporary facilities and controls, project related permit and license fees, cost of materials testing and related items, and the cost of consultants required for any delegated design. The Cost of the Work will cover all work required in the GMP Documents including the work shown on drawings; the work specified in specification Divisions 01 through 48. Cost of the Work does not include the GC/CM's Construction Services Fee, General Conditions Costs, applicable taxes, bonds, insurance costs, or any cost item that is furnished or procured by Billings.

2.07 Deliverables - The work products prepared by the GC/CM in performing the services described in this agreement. Some of the major Deliverables to be prepared and provided by the GC/CM during preconstruction may include but are not limited to: Cost Model, Project Management Plan, Project Schedule, Schedule of Values, Alternate Systems Evaluations (Value Engineering), procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposal(s), subcontractor procurement plan, subcontractor agreements, subcontractor bid packages, supplier agreements, and others as indicated in this agreement or required by Billings.

2.08 Engineer – HDR Engineering shall provide all architectural and engineering design services necessary for the completion of the work excluding, however, (a) design services delegated to the GC/CM in accordance with the contract, and (b) services within the construction means, methods, techniques and sequences employed by the GC/CM, its subcontractors, and subcontractors in connection with their construction operations.

2.09 General Conditions Costs - Includes, but is not limited, to the following costs: (a) payroll costs and other compensation, benefits, bonuses of GC/CM's supervisory and administrative personnel directly associated with the work either part-time or full time, including but not limited to project managers, construction managers, superintendents, safety managers, quality managers, inspectors, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, schedulers, clerks, and other any other non-craft labor personnel employed by GC/CM, whether at the site or off-site involved in planning, managing, supervising, inspecting, and administering the work, (b) site offices and temporary facilities costs including office equipment, materials, supplies, equipment, utilities, fuel, sanitary facilities and phone and fax services at the site, (c) procurement costs for project equipment, materials, and subcontracts, including reproduction of documents, mailings, evaluation, bid results presentations and recommendations for supplier and subcontractor selection to be incorporated into the contract price, (d) site security systems, internet services and website for project information and oversight, (e) cost less salvage value of consumable materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the work and which remain the property of GC/CM, including the costs of

transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items, (f) cost of removal of debris and waste from the site except for debris from required demolition or dismantling and removal which is part of the work, and site sanitary services, (g) reasonable costs and expenses incurred in mobilizing, operating and demobilizing the site office, including the cost of phone, fax, postage and express delivery charges, telephone service, and photocopying and similar offices services, (h) sales, use or similar taxes, tariffs or duties incurred in the performance of work, (i) signing at the site for the project, (j) all fuel and utility costs incurred by the GC/CM field office and for management and administration in the performance of the work, (k) safety training, orientation, equipment, clothing, and materials for GC/CM craft labor, management and staff, as well as for GC/CM visitors to the project. General Conditions Costs do not include items covered in the Cost of the Work or the Construction Services Fee, and any cost not allocated or paid by Billings or other limitations and exclusions set forth in the General Conditions and Supplementary Conditions for construction.

2.10 Guaranteed Maximum Price (GMP) - The sum of the Cost of the Work, the GC/CM's Construction Services Fee, General Conditions Cost, applicable taxes, bonds, insurance costs, and GC/CM Contingency(ies).

2.11 GMP Documents - The printed sets of construction documents labeled "Final For Construction GMP", pursuant to Section 3.06 upon which a Guaranteed Maximum Price Proposal is based. GMP Documents in electronic PDF format will also be provided.

2.12 Guaranteed Maximum Price (GMP) Proposal - The offer or proposal of the GC/CM submitted on the prescribed form setting forth the GMP prices for the entire work or portions of the work to be performed during construction. The GMP Proposal(s) are to be developed pursuant to Section 3 of this agreement.

2.13 Indirect Costs – Includes General Conditions Cost, insurance costs and bond costs.

2.14 Project Team – Preconstruction services team consisting of the Engineer, GC/CM and Billings, who are responsible for making decisions regarding the project.

2.15 Total Float - Number of days by which the preconstruction services or construction work or any part of the same may be delayed without necessarily delaying the times agreed to for completion of milestones and for completion of the work as shown in the Project Schedule.

Section 3. Preconstruction Phase Services

3.01 General

A. The GC/CM, to further the interest of Billings, will perform the services required by, and in accordance with this agreement, to the satisfaction of Billings, exercising the degree of care, skill and judgment a construction manager performing similar services in Billings, MT would exercise at such time, under similar conditions. The GC/CM will perform the required services consistent with sound and generally accepted construction management and construction contracting practice.

B. The GC/CM will attend Project Team meetings which may include, but are not limited to, project review meetings, project workshops, special project meetings, and perform construction document reviews. Teleconferencing for certain meeting attendees may suffice for some meetings as determined by Billings.

C. The GC/CM will provide preconstruction services, described herein, in a proactive manner and consistent with the intent of the most current drawings and specifications. The GC/CM will proactively communicate with the Project Team whenever the GC/CM determines that any drawings or specifications are inappropriate for the project or cause changes in the work requiring an adjustment in the Cost Model, Project Schedule, GMP Proposal or in the times agreed to for completion of milestones and for completion of the work.

D. The GC/CM, when requested by Billings, will attend, make presentations and participate in public agency and or community meetings, germane to the project. The GC/CM will provide drawings, schedule diagrams, budget charts and other materials describing the project, when their use is required in any such public agency meetings.

E. As indicated in the Estimated Not to Exceed Cost Proposal included with Appendix D, the GC/CM shall be entitled to an adjustment in the contract sum for additional costs beyond what is outlined in Appendix D.

3.02 Project Management Plan

A. The GC/CM shall prepare a Project Management Plan (PMP) for discussion and Billings approval, which will at a minimum include (a) a matrix summarizing each Project Team member's responsibilities and roles, (b) communications protocols, (c) GC/CM's opinions concerning investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (d) GC/CM's opinions concerning project milestone dates and the Project Schedule, development, control including the broad sequencing of the design and construction of the project, (e) basis of the Cost Model, management and tracking (f) permitting issues and strategies, (g) site safety plan, (h) construction quality control, (i) site access and control, (j) site staging plan

B. Attachments to the PMP will include:
1. Risk Management Plan,
2. Project Packaging/Phasing Plan
3. Subcontracting Plan

C. The GC/CM shall add detail to its previous version of the PMP to keep it current throughout the preconstruction, so that the PMP is ready for implementation at the start of project construction. The update/revisions may consider (a) revisions in drawings and specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by Billings, Engineer or the GC/CM, (c) unresolved permitting issues, and significant permitting issues, if any, (d) Risk Management Plan, (e) the fast – tracking/phasing, if any, of the project or other chosen construction delivery methods, (e) the requisite number of separate bidding documents,

procurement efforts, or subcontracts to be advertised, or solicited and, (f) the status of the procurement of long-lead time equipment (if any) and/or materials.

3.03 Project Schedule

A. The fundamental purpose of the Project Schedule is to identify, coordinate and record the tasks and activities to be performed by all Project Team members for all phases of the project and then for the Project Team to utilize the deliverable as a basis for managing and monitoring the teams' compliance with the schedule requirements of the project. Each Project Team member is responsible for its compliance with those Project Schedule requirements. The GC/CM will, however, develop and maintain the Project Schedule on behalf of, and to be used by, the entire Project Team based on input from all Project Team members. The Project Schedule will be consistent with the most recent revised/updated Project Management Plan and will use the Critical Path Method (CPM) technique, unless required otherwise in writing by Billings. The GC/CM will use scheduling software to develop the Project Schedule that is acceptable to Billings. The Project Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If project phasing as described below is required, the Project Schedule will indicate milestone dates for each phase as determined.

B. The GC/CM will include and integrate into the Project Schedule the services and activities required of Billings, Engineer and GC/CM including all design and construction activities utilizing the input received from Billings and the Engineer. The Project Schedule will detail activities to the extent required to show: (a) the coordination between various design documents, (b) separate longlead procurements, (c) permitting requirements, (d) bid packaging strategy and awards to subcontractors and suppliers, (e) major stages of construction, (f) interim milestones, (g) coordination with utilities and agencies, and (h) start-up and commissioning.

C. The Project Schedule shall include a Critical Path Method (CPM) diagram that shows the sequence of activities, the interdependence of each activity and indicates the critical path. The schedule shall be in days and indicate duration, earliest and latest start and finish dates for all activities, and total float for all activities. The CPM schedule shall include all relationships between activities.

D. Float time shall be as prescribed below:
1. The total float within the overall schedule, is not for the exclusive use of either Billings or the GC/CM but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and the project completion date.
2. The GC/CM will not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, or using extensive crew/resource sequencing, etc. Since float within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the work beyond times agreed to for completion of milestones and for completion of the work.

E. The Project Schedule is intended to become more detailed as the design progresses, evolving from conceptual to detailed. Early Project Schedules will concentrate on milestones for each design deliverable (i.e. 60%, 90%, and Final), equipment and material lead times, and general construction durations. The Project Schedule will become the progress schedule

referenced in the construction phase agreement. The Project Schedule will be expanded, updated, and maintained by the GC/CM throughout the preconstruction such that it will not require significant changes at the start of the construction to incorporate the GC/CM's plan for the performance of construction work.

F. The GC/CM will provide updates and/or revisions to the Project Schedule for use by the Project Team on a monthly basis. The GC/CM will include with each submittal a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

G. Construction Phasing: If further phasing is deemed appropriate and Billings and Engineer approve, the GC/CM will review the design and make recommendations regarding the phased issuance of construction documents to facilitate phased construction of the work, with the objective of reducing the Project Schedule and/or Cost of the Work. The GC/CM will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

3.04 Design Document Reviews

A. The GC/CM will evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the Cost Model or cost estimate, GMP Proposals and/or the Project Schedule.

B. The GC/CM will recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its opinion, are required to provide the necessary information for the GC/CM to construct the project. Prior to start of construction activity, the GC/CM may request additional investigations in their GMP Proposal to improve the adequacy and completeness of the site condition information and data made available with the construction documents.

C. The GC/CM will meet with the Project Team as required to review designs during their development. The GC/CM will familiarize itself with the evolving documents through the various design stages. The GC/CM will proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. The GC/CM will furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the drawings and specifications. The GC/CM will recommend cost effective alternatives.

D. The GC/CM will routinely conduct constructability and biddability reviews of the drawings and specifications as necessary to satisfy the needs of the Project Team. The reviews will attempt to identify all discrepancies and inconsistencies in the construction documents especially those related to clarity, consistency, and coordination of work of subcontractors and suppliers.

1. Constructability Reviews: The GC/CM will evaluate whether (a) the drawings and specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the drawings and specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under seasonal and adverse weather conditions, (f) sequences of work required by or inferable from the drawings and specifications are practicable, (g) construction package conflicts with preceding or subsequent construction, and (h) the design has taken into consideration, efficiency issues concerning; access and entrance to the site, laydown and storage of materials, staging offsite facilities, construction parking, and other similar pertinent issues.
2. Biddability Reviews: The GC/CM will check cross-references and complementary drawings and sections within the specifications, and in general evaluate whether (a) the drawings and specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) specifications include alternatives in the event a requirement cannot be met in the field.
3. The results of the reviews will be provided to Billings in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the drawings and specifications with notations and recommendations made on the drawings, specifications and other documents. If requested by Billings, the GC/CM will meet with Billings and Engineer to discuss any findings and review reports.
4. The GC/CM's reviews will be from a contractor's perspective, and though it will serve to reduce the number of Requests for Information (RFIs) and changes during construction, responsibility for the drawings and specifications will remain with the Engineer.

E. Alternate Systems Evaluations (Value Engineering): The Project Team will routinely identify and evaluate using value engineering principles any alternate systems, approaches, innovations and design changes that have the potential to reduce project costs while still delivering a quality and functional product. If the Project Team agrees, the GC/CM in cooperation with the Engineer will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team will decide which alternatives will be incorporated into the project. The Engineer will have full responsibility for the incorporation of the alternatives into the drawings and specifications. The GC/CM will include the cost of the alternatives into the Cost Model or cost estimate and the GMP Proposal(s).

3.05 Cost Model, Cost Estimates and Schedule of Values

A. As soon as practical following an initial field inspection, the GC/CM will review all available information regarding the design and scope of the project, the GC/CM's experience in performing similar work, and based on that review will develop a Cost Model for review and approval by Billings. The Cost Model shall include all cost categories except Billings' Contingency included in the cost estimate submittal. Once approved by Billings, the Cost Model will be continually updated and kept current as the design progresses throughout the preconstruction until a final GMP for each construction package and the entire project is established. The Cost Model will be the best representation of the GC/CM of what the complete functional project's construction costs will be. The GC/CM will communicate to the Project Team, any assumptions made in preparing the Cost Model. The Cost Model will

support the GC/CM's construction cost estimates and may be broken down initially as dictated by the available information, but eventually must be broken down into the 48 Division CSI format and other breakdowns, as required by Billings.

B. After receipt of the Engineer's most current documents from the specified design milestones, the GC/CM will provide a detailed written report to the Project Team regarding the impact of and changes to the Cost Model based on the GC/CM's review of the design documents made available at the specified design milestone. The Project Team will reconcile any comments/exceptions on the estimate to arrive at an agreed to estimate for the construction costs based on the scope of the project through that specified design milestone. The design milestones are: detailed design completion at 30%, 60%, and 90%. If no consensus is reached, Billings will make the final determination. If the Project Team requires additional updates of the Cost Model beyond that specified in this section, the GC/CM will provide the requested information in a timely manner.

C. If at any point the estimate submitted to Billings exceeds previously accepted estimates agreed to by the Project Team or other key aspects of the Cost Model or Billings' project budget, the GC/CM will make appropriate recommendations to Billings and Engineer on means/methods, materials, and or other design elements that it believes will reduce the estimated construction costs, (without altering Billings' basic project) such that it is equal to or less than the established Project Team's target and the project budget.

D. Near completion of the 60% detailed design review and included with the associated report, the GC/CM will also submit to Billings for review and approval a Schedule of Values which complies with the following requirements. The Schedule of Values will be formatted based on the 48 division CSI format. The Schedule of Values will be directly related to the breakdowns reflected in the Project Schedule and the GC/CM's Cost Model. In addition, the Schedule of Values will: (a) detail unit prices and quantity take-offs, (b) segregate work covered by any changes to construction work already in progress, (c) reconcile used and remaining GC/CM contingency, (d) detail all other allowances and unit price work shown and specified in the detailed design documents, and (e) segregate unit costs, material and equipment costs, labor costs, General Conditions Costs, hourly labor rates, payment for delegated design services and total cost. Labor costs in the Schedule of Values will include employee benefits, payroll taxes and other payroll burdens. The total cost for any portion of the work to be performed by subcontractors will include subcontractor overhead and profit.

E. The GC/CM will submit to Billings a final Schedule of Values based on the GMP Documents for the entire project or any portion thereof, which final Schedule of Values will also be included in any proposed GMP(s).

F. The GC/CM will submit to Billings a cash flow projection for the project based on the current updated/revised Project Schedule and the anticipated level of payments to the GC/CM during construction. A cash flow projection is required for the GMP associated with each construction package.

3.06 Guaranteed Maximum Price (GMP) Proposals

A. The proposed GMP for the entire work (or portions thereof) will be presented in a format acceptable to Billings. Billings may request a GMP Proposal for all or any portion of the project at any time during preconstruction. Any GMP Proposals submitted by the GC/CM will be based on and consistent with the current updated/revised cost estimate submittal at the time of the request, the associated estimates for construction costs and include any clarifications or assumptions upon which the GMP Proposal(s) are based.

B. GMP Proposals for the entire project will be the sum of: 1) the Cost of the Work; 2) Indirect Costs including General Conditions Cost; 3) GC/CM's Construction Services Fee; and 4) GC/CM Contingency; and 5) Billings' Contingency (if applicable). The GC/CM guarantees to complete the project at or less than the final GMP Proposal amount approved by Billings plus approved contract modifications and agrees that it will be responsible for any increase in the actual Cost of the Work above that amount subject to additions and deductions by change order as provided in the contract documents.

C. The GC/CM, in preparing any GMP Proposal, will obtain from the Engineer, three sets of signed, sealed, and dated GMP Documents (including all addenda). The GC/CM will prepare its GMP in accordance with Billings' request for GMP Proposal. The GC/CM will mark the face of each document of each set upon which its proposed GMP is based. These documents will be identified as the GMP Documents. The GC/CM will send one set of those documents to Billings' Project Manager, keep one set and return the third set to the Engineer.

D. An updated/revised Project Schedule will be included with any GMP Proposal(s) that reflects the GMP Documents. Any such Project Schedule updates/revisions will continue to comply with the requirements of Section 3.03.

E. In the event the GC/CM elects, at its sole discretion, to maintain a GC/CM Contingency allowance within the GMP, the criteria for development of that allowance must be acceptable to Billings. In addition, the terms and conditions regarding use of that allowance during construction will be established by Billings and reflected in the project's Construction Services Agreement. At completion of the work, the Project Team will evaluate the risk assignment of tasks with remaining funds within the GC/CM Contingency and determine fair distribution of those remaining funds to Billings and to the GC/CM. Final payment to the GC/CM will also reconcile amounts used and remaining within the GC/CM's contingency allowance.

F. All GMP savings in the Cost of the Work and Indirect Costs (including General Conditions Costs) resulting from a lower actual project cost than anticipated by the GC/CM will revert to Billings.

G. GMP Proposal(s) Review and Approval

1. The GC/CM will attend, and participate in, workshops and other meetings with Billings and Engineer to review the GMP Proposal(s) and the written statement of its basis. As part of this statement of basis, the GC/CM shall identify and justify any costs that are significantly different than the latest Cost Model provided by the GC/CM. In the event Billings or Engineer discovers inconsistencies or inaccuracies in the information presented, the GC/CM will make adjustments as necessary to the GMP Proposal, its basis or both.
2. Billings upon receipt of any GMP Proposal from the GC/CM, may submit the GMP Documents to an independent third party or to the Engineer for review and verification. The

third party and/or Engineer will develop an independent estimate of the Cost of the Work and review the Project Schedule for the associated scope of the GMP Proposal.
3. If the GC/CM GMP Proposal is greater than the independent third party and/or Engineer's estimate, Billings may require the GC/CM to reconfirm its GMP Proposal. The GC/CM will accept the independent third parties or Engineer's estimate for the Cost of the Work as part of the GMP or present a report within seven days of a written request to Billings identifying, explaining and substantiating the differences. The GC/CM may be requested to, or at its own discretion, submit a revised GMP Proposal for consideration by Billings. At that time Billings may do one of the following.
a. Accept the GC/CM original or revised GMP Proposal, if within Billings' budget, without comment.
b. Accept the GC/CM original or revised GMP Proposal that exceeds Billings' budget and indicate in writing to the GC/CM that the project budget has been increased to fund the differences.
c. Reject the GC/CM's original or revised GMP Proposal because it exceeds Billings' budget or the independent third party's and/or Engineer's estimate, in which event Billings may terminate this agreement or elect to not enter into a separate agreement with the GC/CM for the construction associated with the scope of work reflected in the GMP Proposal.
4. If during the review and negotiation of GMP Proposals design changes are required, Billings will authorize and cause the Engineer to revise the construction documents by addenda to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised construction documents will be furnished to the GC/CM. The GC/CM will promptly notify the Engineer and Billings in writing if any such revised construction documents are inconsistent with the agreed-upon assumptions and clarifications.

H. Each GMP Proposal will include a GC/CM Contingency line item. The Contingency is available for GC/CM's exclusive use for unanticipated Costs of the Work that it has incurred that are not the basis for a change order under the contract documents, but subject to: (i) Billings approval as more specifically described below; and (ii) other limitations set forth in the contract documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming work, including design errors or omissions, however caused; and (e) subcontractor defaults. The GC/CM Contingency will have no markups applied at the time of submission of the GMP Proposal. The GC/CM Contingency is not available to Billings for any reason, including, but not limited to changes in scope or any other item which would enable GC/CM to increase the GMP under the contract documents. GC/CM may draw upon the GC/CM Contingency by making a written request to Billings, identifying the reason and amount of the draw, and by obtaining Billings' written approval, which shall not be unreasonably withheld. If Billings approves a draw against the GC/CM Contingency, GC/CM shall, in its Payment Applications, show an increase in the relevant line item by the amount drawn and a decrease in the line item for the GC/CM Contingency. GC/CM agrees that with respect to any expenditure from the GC/CM Contingency relating to a subcontractor default or an event for which insurance or bond may provide reimbursement, GC/CM will in good faith exercise reasonable steps to obtain performance from the subcontractor and/or recovery from any surety or insurance. GC/CM agrees that if GC/CM is subsequently reimbursed for said costs, then said recovery will be

credited back to the GC/CM Contingency, net of any costs and expenses incurred by GC/CM in pursuing such recovery.

I. Billings' Contingency will be used at the sole discretion of Billings, if applicable. At the time that the GC/CM submits its GMP Proposal to Billings for approval, Billings may add an additional amount to the sum of the GMP Proposals for approval by City Council to cover any increases in project costs that result from Billings directed changes. The total project cost approved by Billings will be the sum of the GC/CM's GMP Proposals and Billings' Contingency, if applicable.
1. If Billings elects to establish a City Contingency, the contingency amount will be included within the contract price agreed to with the GC/CM. If included within the contract price and Billings decides to utilize some of its contingency funds, a contract modification will be processed using the contract modifications process described in the General Conditions of the construction contract.

3.07 Subcontractor and Major Supplier Selections

A. The selection of subcontractors and major suppliers may occur prior to submission of a GMP Proposal. Subcontractors may be selected based on qualifications or a combination of qualifications and price. Subcontractors shall not be selected based on price alone. The selection of subcontractors/suppliers is the responsibility of the GC/CM except for Billings furnished equipment and items where substitution is not allowed or approved in construction documents. In any case, the GC/CM is solely responsible for the performance of the selected subcontractors/suppliers.
1. The GC/CM will prepare a subcontractor/supplier selection plan and submit the plan to Billings for approval. This subcontractor selection plan shall identify those subcontractor trades anticipated to be selected by qualifications only per Section 3.07.B and those subcontractor trades anticipated to be selected by qualifications and competitive bid in accordance with Section 3.07.C. The subcontractor selection plan must be consistent with the selection requirements included in this agreement.

B. Selection by qualifications only - Billings may approve the selection of a subcontractor(s) or suppliers(s) based only on their qualifications when the GC/CM can demonstrate it is in the best interest of the project.
1. Qualification based selection of a subcontractor(s)/supplier(s) should only occur during preconstruction to achieve maximum benefit of the subcontractors' involvement prior to the submittal of the GMP Proposal.
2. The GC/CM shall apply the approved subcontractor selection plan in the evaluation of the qualifications of a subcontractor(s) or supplier(s) and provide Billings with its review and recommendation.
3. The GC/CM must receive Billings approval of the selected subcontractor(s)/supplier(s).
4. The GC/CM shall negotiate costs for services/supplies from each subcontractor/supplier selected under this method.

C. Selection by qualifications and competitive bid - The GC/CM shall apply the subcontractor selection plan in the evaluation of the qualifications of subcontractors and suppliers and provide Billings with its process to prequalify prospective subcontractors and suppliers. All work shall then be competitively bid to the prequalified subcontractors unless a subcontractor

or supplier was selected pursuant to Section 3.07.B above. Competitive bids may occur prior to, or after, the GMP Proposal(s).
1. The GC/CM will develop subcontractor and supplier interest, submit the names of a minimum of three qualified subcontractors or suppliers for each trade in the project for approval by Billings and solicit bids for the various work categories. If there are not three qualified subcontractors/suppliers available for a specific trade or there are extenuating circumstances warranting such, the GC/CM may request approval by Billings to submit less than three names. Without prior written notice to Billings, no change in the recommended subcontractors/suppliers will be allowed.
2. If Billings objects to any nominated subcontractor/supplier or to any self-performed work for good reason, the GC/CM will nominate a substitute subcontractor/supplier that is acceptable to Billings.
3. The GC/CM will distribute drawings and specifications, and when appropriate, conduct a prebid conference with prospective subcontractors and suppliers.
4. The GC/CM shall request the pre-qualified subcontractors provide a detailed bid for the services requested. The subcontractor bid, provided on the subcontractors' letterhead, shall contain sufficient information (i.e. unit costs/amounts) to allow an evaluation of the reasonableness of bid costs. The GC/CM shall receive, open, record and evaluate the bids. The apparent low bidders will be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals the GC/CM, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the work to be performed, and performance schedule to complete the work. The final evaluation of subcontractor/supplier bids will be done with Billings' Project Manager and Engineer in attendance to observe and witness the process. The GC/CM will resolve any subcontractor/supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of the Work.

D. The GC/CM will be required to prepare two different reports on the subcontracting process.
1. Within fifteen days after each major subcontractor/supplier bid opening process, the GC/CM will prepare a report for Billings' review and approval identifying the recommended subcontractors/supplier for each category of work. The report will provide (a) the name of the recommended subcontractor/supplier and the amount of the subcontractor/supplier bid for each subagreement, (b) the sum of all recommended subcontractor/supplier bids received, (c) a copy of the bids received from each subcontractor, and (d) trade work and its cost that the GC/CM intends to self-perform, if any.
2. Upon completion of the subcontractor/supplier bidding process, the GC/CM shall submit a summary report to Billings of the entire subcontractor/supplier selection process. The report will indicate, by bid process, all subcontractors/suppliers contacted to determine interest, the subcontractors/suppliers solicited, the bids received and costs negotiated, and the recommended subcontractors/suppliers for each category of work.

E. The approved subcontractors/suppliers will provide a Schedule of Values that reflects their final accepted bid proposal, which will be used to create the overall Project Schedule of Values.

F. If after receipt of bids or after award of subcontractors and suppliers, Billings objects to any nominated subcontractor/supplier or to any self-performed work for good reason, the GC/CM

will nominate a substitute subcontractor or supplier, preferably if such option is still available, from those who submitted subcontractor bids for the work affected. Once such substitute subcontractors and suppliers are consented to by Billings, the GC/CM's proposed GMP for the work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.

G. Promptly after of the Notice of Award for construction phase services, Billings will conduct a pre-award conference with the GC/CM and other Project Team members. At the pre-award conference, the GC/CM will (a) review the nominated slate of subcontractors and suppliers and discuss any concerns with or objections that Billings has to any nominated subcontractor or supplier; (b) discuss Billings' concerns relating to proposed self-performed work; (c) review the GC/CM's proposed contract price for the work during construction; (d) discuss the conditions, if any, under which Billings will agree to leave any portion of the remaining GC/CM Contingency within the contract price for construction work; (e) resolve possible time frames for the date of commencement and for times agreed to for completion of milestones and for completion of the work to be included in the Notice to Proceed for construction work; (f) schedule the preconstruction conference; and (g) discuss other matters of import.

Section 4. Period of Preconstruction Phase Services

4.01 The preconstruction services described in this agreement will be performed by GC/CM in accordance with the most current updated/revised Project Schedule. Failure on the part of the GC/CM to adhere to the Project Schedule requirements for activities for which it is responsible will be sufficient grounds for termination of this agreement by Billings.

4.02 Upon failure to adhere to the Project Schedule, Billings may provide written notice to GC/CM that it intends to terminate the agreement unless the problem cited is cured, or commenced to be cured, within three days of GC/CM's receipt of such notice.

4.03 Preconstruction services are expected to commence upon issuance of a Notice to Proceed. Preconstruction services will conclude upon final acceptance by Billings of the last GMP Proposal for the project.

Section 5. Contract Amount and Payments for Preconstruction Phase Services

5.01 Contract Amount

A. Based on the preconstruction services fee proposal submitted by the GC/CM and accepted by Billings (Appendix D – Schedule of Rates and Fees) with dollar amounts completed which by reference is made a part of this contract, Billings will pay the GC/CM in accordance with a not-to-exceed contract amount of Two Hundred Seventy Eight Thousand Four Hundred and No/100 Dollars ($278,400.00).

5.02 Payments

A. Consistent with Part I, Section 4 of this agreement, requests for payments by the GC/CM for preconstruction services will be submitted monthly and will be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment will include, as

a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their work. Payment for services negotiated as a fixed fee shall be made in accordance with the percentage of work completed during the preceding month. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on that service during the preceding month.
B. The fees for the GC/CM and any subconsultants will be based upon the preconstruction services fee proposal included in Appendix D – Schedule of Rates and Fees.

Section 6. Fees and Payments - Construction Phase Services

6.01 GC/CM Construction Services Fee

A. During the period of construction services, Billings will pay the GC/CM an amount derived from the product of the Construction Services Fee and the Cost of the Work that results from efforts of the Project Team during the preconstruction services. The Construction Services Fee is the binding and enforceable promise of the GC/CM that will not be modified or renegotiated as a result of adjustments in the Cost of the Work. Based on the Construction Phase Multiplier (Construction Services Fee) submitted by the GC/CM in their project Price Proposal dated October 19, 2022 the Construction Services Fee is 7.95% and will apply for all construction packages during the period of construction services regardless of the magnitude of the accepted GMP Proposal.

B. GC/CM Construction Services Fee items included but are not limited to the following:
1. Wages or salaries and expenses of GC/CM executive, administrative, and management personnel not directly associated with the project work, stationed at GC/CM's principal or branch offices to manage the company operations and/or provide corporate services, such as accounting, insurance and risk management, safety and health, legal, human resources, etc. to support the company operations for general business and various projects.
2. Costs incurred by GC/CM for employee benefits, executives, management, premiums, taxes, company expenses in office equipment, computers, software, and all related offices services, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by GC/CM, to the extent such costs are based on wages and salaries paid to employees of GC/CM.
3. GC/CM's general sales, marketing and bidding costs.
4. Bidding / proposal, negotiation costs associated with responding to Billings requests for contract prices, including GMPs and other pricing formats to be included under the Construction Services Agreement.
5. General basic insurance coverages, not project specific, maintained on a routine basis for all its business activities by the GC/CM.
6. Cost of GC/CM's capital used in the performance of the work.
7. Legal costs, court costs and costs of mediation and arbitration reasonably arising from GC/CM's performance of the work.
8. Cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product, paying legal judgments against GC/CM resulting from such suits or claims. If such suits or claims are from items or circumstances specifically required by Billings, the related costs and settlements as approved by Billings will be an adjustment to the Contract price.

9. Management and staff personnel training and business planning activities.
10. Other generally accepted company overhead and general business expenses.
11. Costs for copying, record retention / storage for project related files.
12. Development and negotiation of GMP Proposals, and revisions as agreed by the GC/CM and Billings.
13. All profit or loss associated with performing the project

C. For purposes of establishing the GC/CM Construction Services Fee, the Cost of the Work means the sum of all costs, less any discounts, rebates or salvage taken by the GC/CM, necessary for the proper performance of the work at issue, as further defined below. Such costs shall be at rates not higher than typically paid in the locality of the work, except with the prior written consent of Billings. The Cost of the Work shall be based on the actual documented cost of reasonable and necessary Cost of the Work items and is a not-to-exceed reimbursable amount. As used in this definition, "reasonable and necessary Cost of the Work items paid or incurred by the GC/CM in the proper performance of the work" include: (a) costs of work necessitated by ordinary mistakes or inadvertence, (b) costs incurred in repairing or correcting defective, damaged or non-conforming work (including any warranty or corrective project implementation work performed after Substantial Completion), (c) additional costs incurred due to subcontractor delay or non-performance, (d) costs incurred in performing corrective action needed to address a failure to demonstrate compliance with the requirements for Substantial Completion; and (e) costs of Billings authorized changes to the work based on the provisions of the Contract Documents. Except as otherwise may be agreed in writing by Billings, costs included in the Cost of the Work shall include only the following items:
1. Payroll costs for craft labor in the direct employ of GC/CM on the site or off site in the performance of the work. Such craft labor shall include, without limitation, general foreman, foremen, and other craft labor personnel employed full-time or part-time on the work. Payroll costs for employees not employed full-time on the work shall be apportioned based on their time spent on the work. Payroll costs to be allowed for determination of the Cost of the Work for craft labor in the direct employ of GC/CM shall include craft labor salaries and wages plus a labor burden rate to cover all other employee related costs, including the cost of fringe benefits, social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto but excluding the General Conditions Cost and GC/CM Construction Services Fee.
2. The expenses of performing work outside of regular working hours during the week, on Saturday, Sunday, or legal holidays, shall be included to the extent authorized by Billings. Travel, lodging and subsistence expenses for craft labor acquired by the GM/GC from outside the area will be included to the extent authorized, in advance, by Billings and will be indicated as a separate line item in the Cost of the Work and Schedule of Values.
3. Cost of all materials and equipment furnished and incorporated into the work, including costs of transportation thereof, and suppliers' field services required in connection with installation, testing and acceptance. All cash discounts shall accrue to GC/CM unless Billings deposits funds with GC/CM with which to make payments, in which case the cash discounts shall accrue to Billings. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Billings, and GC/CM shall make provisions so that they may be obtained.

4. Invoices, prorated to these actual quantities, including freight to site, if not transported by trucks paid for otherwise, plus applicable sales tax, shall constitute the only reimbursable materials expenses. Material prices shall be consistent with or under values established by industry guides recording the lowest prices for Billings, MT.
5. Payments made by GC/CM to subcontractors for work performed by subcontractors. As required by Billings, GC/CM shall obtain competitive bids from subcontractors acceptable to Billings and GC/CM and shall deliver such bids to Billings who will then determine, with the advice of Engineer and Project Manager which bids, if any, will be acceptable. If subcontract provides that the subcontractor is to be paid on the basis of Cost of the Work, the subcontractor's Cost of the Work shall be determined in the same manner as GC/CM's Cost of the Work as provided herein.
6. Costs of special subconsultants including, but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the work.
7. Other costs included in the Cost of the Work are the following:
a. The proportion of necessary transportation, travel, and subsistence expenses of GC/CM's craft labor incurred in discharge of duties connected with the work as approved in advance by Billings.
b. Cost, including transportation and maintenance, of all materials, equipment, machinery, appliances, and hand tools in excess of $100 each not owned by the craft labor, which are consumed in the performance of the work, and cost, less market value, of such items used but not consumed which remain the property of GC/CM.
c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from GC/CM or others in accordance with rental agreements approved by Billings with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the work. This excludes general purpose vehicles, including buses and trucks, for any GC/CM supervision, administrative and non-craft labor support personnel which are covered in the General Conditions Cost.
d. If the construction equipment is owned or leased by the GC/CM or subcontractor (of any tier), the equipment rates shall be in accordance with the properly adjusted rates indicated in the most recent Rental Rate Blue Book by Dataquest Inc. ("Blue Book"), applicable to the date additional work activity was approved, for the period of actual use of such equipment. Maximum rates for equipment not listed in the Blue Book shall be established by capacity comparisons to other listed equipment. No overtime charges shall be made for equipment operating longer than eight (8) hours per day and only daily or prorated weekly or monthly rates per day shall be allowed depending on the actual rental period. For rental equipment, the GC/CM shall provide copies of the rental agreement for each item of equipment required for the work. No payment will be made for repairs or repair down time.
e. Sales, consumer, use, and other similar taxes related to the work, and for which GC/CM is liable, as imposed by Laws and Regulations.
f. Deposits lost for causes other than negligence of GC/CM, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
g. Losses and damages (and related expenses) caused by damage to the work, not compensated by insurance or otherwise, sustained by GC/CM in connection with the performance of the work (except losses and damages within the deductible amounts of

property insurance established in accordance with the Contract), provided such losses and damages have resulted from causes other than the negligence of GC/CM, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Billings. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining GC/CM's General Conditions Cost or GC/CM Construction Services Fee.

h. The cost of utilities, fuel, and sanitary facilities directly attributable to the craft labor and construction equipment in the work at the site.

i. Cost of materials, supplies, equipment, and facilities used temporarily by the GC/CM during construction but not consumed or salvaged in the performance of the work, which will be turned over to Billings for Billings beneficial use when no longer used by GC/CM.

j. Cost less salvage value on materials, supplies, equipment, and temporary facilities used directly for the work, (e.g. ladders, scaffolding) but not consumed, and which remain the property of the GC/CM.

k. Rental charges consistent with the most recent Blue Book on all necessary temporary facilities and equipment, exclusive of hand tools used on site, whether rented from the GC/CM or elsewhere. Such rental charges include operation, installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs, that are used in the support of a subcontractor or the GC/CM's own forces in the performance of the work.

l. Subject to Montana Code, sales, use, gross receipts or similar taxes paid by the GC/CM or its subcontractors related to allowable direct costs of a GMP, legally imposed by any governmental authority.

m. Costs incurred because of an emergency affecting the safety of persons and property to the extent they are reasonable and fully documented and supported by appropriate backup documentation and are not caused by any act or failure to act by GC/CM, its employees, agents, subcontractors or suppliers of any tier.

n. Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools in excess of $100 each not customarily owned by the workers, which are provided by GC/CM at the site, whether rented from GC/CM or others, and incurred in the direct performance of the work.

o. Costs for logistical control of the site, including horizontal and vertical transportation of materials, temporary roads, and parking space for craft labor.

p. Direct permit costs on a receipted actual cost basis of the necessary approvals, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

q. Costs of all necessary surveys and required reports.

r. Other costs necessarily incurred directly in the performance of the work if, and to the extent, approved in advance in writing by Billings.

D. Payments associated with contract modifications during construction will be made in accordance with the construction documents.

E. Requests for payments associated with the construction will be reviewed and paid in accordance with the construction documents.

Section 7. Billings's Responsibilities

7.01 Billings, at no cost to the GC/CM, will furnish the following information:

A. Data Billings determines pertinent to the project; however, the GC/CM will be responsible for searching records and requesting information it deems reasonably required for the project.

B. All available information pertaining to relevant policies, standards, criteria, studies, etc.

7.02 Billings additionally will:

A. Contract separately with one or more Engineers to provide engineering design services for the project. The GC/CM will have no right, to limit or restrict any changes of such services that are otherwise mutually acceptable to Billings and Engineer.

B Supply, without charge, all necessary electronic format (PDF) copies of reports, background documents, drawings, and specifications, and addenda reasonably required by the GC/CM.

C. Provide the GC/CM with adequate information in its possession or control regarding Billings' requirements for the project.

D. Give prompt written notice to the GC/CM when Billings becomes aware of any default or defect in the project or non-conformance with the drawings and specifications or GMP Documents, or any of the services required hereunder. Upon notice of failure to perform, Billings may provide written notice to GC/CM that it intends to terminate the agreement unless the problem cited it cured, or commenced to be cured, within three days or GC/CM's receipt of such notice.

E. Notify the GC/CM of changes affecting the budget allocations.

Section 8. Contract Conditions

8.01 Completeness and Accuracy of GC/CM's work

A. The GC/CM will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other preconstruction Deliverables prepared or compiled pursuant to its obligations under this agreement and will at its sole own expense correct its work or Deliverables. Any damage incurred by Billings as a result of additional construction cost caused by such willful or negligent errors, omissions or acts shall be chargeable to the GC/CM to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a GC/CM in Billings, MT would exercise under similar conditions. The fact that Billings has accepted or approved the GC/CM's work or Deliverables will in no way relieve the GC/CM of any of its responsibilities under the agreement, nor does this requirement to correct the work or deliverable constitute a waiver of any claims or damages otherwise available by law or contract to Billings. Correction of errors, omissions and acts discovered on architectural or engineering drawings and specifications shall be the responsibility of the Engineer.

8.02 Project Staffing

A. Prior to the start of any services or deliverable under this agreement, the GC/CM will submit to Billings, an organization chart for the GC/CM staff and subconsultants and detailed resumes of key personnel that will be involved in performing the services prescribed in the contract. Unless, otherwise informed, Billings hereby acknowledges its acceptance of such personnel to perform such services under this agreement. In the event the GC/CM desires to change such key personnel from performing such services under this agreement, the GC/CM will submit the qualifications of the proposed substituted personnel to Billings for prior approval. Key personnel will include, but are not limited to, Project Manager, Preconstruction Manager, Procurement Manager, Construction Manager, Lead Construction Superintendent, Quality Manager, Safety Manager and those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and subcontractor and major supplier selection/bidding.

8.03 Subconsultants

A. Prior to beginning the work or deliverable, the GC/CM will furnish Billings for approval, the names of all subconsultants to be used on this project. Subsequent changes are subject to the approval of Billings.

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

City of Billings

_____
William A. Cole, Mayor

Date:_____

ATTEST:

_____
City Clerk

Date:_____

Contractor

_____

Name: KYLE KIESTELITZ
Title: CIVIL VICE PRESIDENT
Date: 11/22/2022

IRS Tax ID # 81-0380463

APPROVED AS TO FORM:

By_____
Thomas Pardy, City Attorney

Appendix A

Basic Services of Contractor
City of Billings W.O. 19-12, West End Reservoir Project

Section 1. Contractor's Rights and Duties.

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Contractor's portion of the project as defined in the scope of work and to prepare and deliver to Billings all other material as designated herein.

B. Ascertain such information as may have a bearing on the work from local units of government, utility companies, and private organizations and shall be authorized to procure information from other authorities besides Billings but shall keep Billings advised as to the extent of these contacts and the results thereof.

C. Prepare and present such information as may be pertinent and necessary in order for Billings to pass critical judgment on the features of the work. The Contractor shall make changes, amendments or revisions in the detail of the work as may be required by Billings. When alternates are being considered, Billings shall have the right of selection.

D. Contractor's work shall present City, State, and National standards and policies currently in use.

E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121, 18-2-122, and 18-2-501 to 503 and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.

F. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Contractor. Reports will be submitted in a timely manner to permit prompt resolution of problems.

G. Name a Task Director who shall be the liaison between Billings and the Contractor. For this project the Task Director designated for the Contractor is Nolan Smith working under the Principal-in-Charge, Kyle Kastelitz.

Section 2. Billings Rights and Duties.

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

B. Name a Task Director who shall be the liaison between the Contractor and Billings. For this project, the Task Director designated is Randy Straus working under the City Engineer, Mac Fogelsong.

Section 3. Scope of Work.

Project Kickoff Meeting

- Project team introductions, expectations, communication control plan
- Review current project development status, including preliminary design concepts for:
    - Reservoir cell layouts
    - Reservoir structures
    - Site piping
    - Site structures
    - Concepts for dealing with groundwater including impermeable processed shale reservoir cell embankments vs. perimeter bentonite cut-off walls.
    - Basic grading provisions for recreational facilities (recreational facilities construction will not be included in this project).
    - BBWA diversion and pumping options
    - Potential BBWA improvements
- Determine preliminary approach to the design concepts to date.
- Evaluate preliminary project schedule and milestones
- Review major project risks including: cost, shale processing, groundwater, environmental, and permitting.

30% Activities

- Based on updated preliminary drawings/concepts, develop preliminary cost estimates of project options determined by the team (Engineer will provide updated design concepts based on Project Kick-Off Meeting).
- Provide input on projects components to further develop what will meet the goals of the project and the project budget.
- Develop baseline construction cost estimate based on updated design/design concepts.
- Team workshop to evaluate project constructability, innovations, and cost reduction opportunities.
- Provide input on facilities to carry forward to 60% design.
- Provide preliminary approach for self-performed work and work to be bid out to subcontractors.

60% Activities

- Team workshop to evaluate 60% design and potential early out project components.
- Provide 60% cost estimate based on updated drawings.
- Engineer and independent cost estimator (ICE) may prepare 60% cost estimate as well depending on status of project.
- Workshop to review project constructability and 60% cost estimate; including approach to pricing, quantity reconciliation, and estimate reconciliation
- Update construction schedule and risk register.
- If determined by Team, prepare and present Guaranteed Maximum Price (GMP) to team.
    - Submitted GMP to include: construction schedule, material sourcing plan, subcontracting plan, and quality control plan.

90%/100% Activities

The GC/CM will provide cost estimates as the team advances the design toward construction. Typical plan milestones are 30%, 60%,90% and 100%. At 60% design, the GC/CM shall provide a GMP and contingency, if the GMP and contingency is determined to be acceptable and within project budget, the City may elect to move into a Phase 2 Construction Contract.

If at the City's discretion, the 60% GMP and contingency is not accepted, preconstruction services may continue with project refinement and development to 90% design with similar tasks as in the 60% design. The GC/CM shall then provide another GMP and contingency. Alternatively, the City may choose to not continue working with the GC/CM and choose to terminate this preconstruction services contract.

If the City elects to continue with the project refinement and development process and the GMP and contingency is then determined to be not acceptable at 90%, the design may again be refined to 100% level again with similar tasks as in the 60% and 90% level and the GMP and contingency updated. Alternatively, the City may choose to not continue working with the GC/CM and choose to terminate this preconstruction services contract.

Appendix B

Methods and Times of Payment
City of Billings W.O. 19-12, West End Reservoir Project

Section 1. Payments for Basic Services.

Billings shall authorize payment to the Contractor for services performed under Appendix A of this Agreement. Partial payment shall be due the Contractor upon receipt of the Contractor's pay estimate, said estimate being proportioned to the work completed by the Contractor.

Billings shall deduct five percent (5%) from each monthly pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final documents by Billings, and determination that the scope of work has been satisfactorily completed.

For services rendered prior to construction, Appendix A, the Contractor shall be paid based upon actual time accrued in accordance with the preconstruction services fee contained in Appendix D – Schedule of Rates and Fees, but not to exceed Two Hundred Seventy Eight Thousand Four Hundred and No/100 Dollars ($278,400.00).

Section 2. Payments for Extra Services when Authorized by Billings.

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for on an hourly basis at the applicable fees in Appendix D.

Section 3. Corrections.

Should the Contractor fail to correct work in accordance with the contract documents, thereby making it necessary for Billings to correct the work, the costs of Billings' work shall be deducted from payments due the Contractor.

Section 4. Fee Increases

For contracts and services that are expected to require more than one (1) year to complete, the above stated basic services payments may be reviewed and adjusted annually by mutual agreement of the parties, based upon documented evidence that the Contractor's costs and hourly rates as shown in Appendix D have increased for all comparable clients.

Appendix C

Additional Services of Contractor
City of Billings W.O. 19-12, West End Reservoir Project

Extra Services of the Contractor will be paid only with written prior authorization by Billings.

Appendix D

Schedule of Rates and Fees
City of Billings W.O. 19-12, West End Reservoir Project

This section includes the preconstruction services fee proposal submitted by the Contractor and accepted by the City of Billings. The fee proposal is based on the attached schedule of rates and fees for Dick Anderson Construction's key preconstruction services personnel and an estimated level of effort for these personnel to perform the Scope of Work included in Appendix A, Section 3.

The basis of the fee is described the project's Request for Proposals (RFP) and applied to the Scope of Work included in Appendix A, Section 3.

Dick Anderson Construction's Statement of Qualifications dated September 2, 2022 and Technical and Price Proposals dated October 19, 2022 are not attached but are part of this contract.

DICK ANDERSON CONSTRUCTION

11/22/2022

City of Billings
Attention: Randy Straus, PE
City Engineer's Office
2224 Montana Avenue
Billings, MT 59101

RE: **Phase 1 – Key Personnel Hourly Rates and Estimated Not to Exceed Cost Proposal**
West End Reservoir Project

Dear Mr. Straus and Members of the Selection Panel,

Dick Anderson Construction proposes the following for Key Personnel Rates and Estimated Cost Proposal for Phase 1 Preconstruction Services.

Key Personnel Hourly Rate		
Project Principal	$125.00	/Hour
Pre-Construction Director	$125.00	/Hour
Project Managers	$105.00	/Hour
Superintendent	$97.50	/Hour
Estimator	$81.00	/Hour

Estimated Cost for Phase 1 - Preconstruction Services

Description	Est. Duration (Wks.)	Est. Hr. / Week	Est. Total Hr.	Est. Cost
Project Principal	50	0.5	25	$3,125.00
Pre-Construction Director	50	1.0	50	$6,250.00
Project Manager	50	30.0	1500	$157,500.00
Superintendent	50	2.0	100	$9,750.00
Estimator	50	4.5	225	$18,225.00
Allowance for Reimbursable (Travel Expenses, Blue Prints, Etc.)				$5,000.00
Shale Test Excavation/Ebmankment (See Attached for Breakdown Estimate)				$78,550.00
			Total Estimated Phase 1 GMP	**$278,400.00**

Preconstruction Services are based off of a 50 Week duration, as indicated in pervious discussion. Estimated pre-construction services duration may by subject to adjustment, if further expectation is provided by the City of Billings. Thank you again for time and consideration.

Kyle Kastelitz
Civil Vice President

4512 South Frontage Rd
PO Box 31511
Billings, MT 59101

daconstruction.com
Always Part of the Solution

Dick Anderson Construction
4512 South Frontage Road
Billings, MT 59107
Phone (406) 248-3700 - Fax (406) 248-3776

ESTIMATE

TO:	City of Billings	**No.**	N/A
ATTN:	Randy Straus, PE 2224 Montana Avenue Billings, MT 59101	**Job Name**	Billings WER - Shale Processing
		DAC Job #	N/A
PHONE:	406.657.8301		
EMAIL:	StrausR@billingsmt.gov	**Date of Proposal**	11/22/2022

WORK PROPOSED

Excavate shale materials beneath reservoir locations. Process on-site or off-site depending on availablity. Secure excavated area and demobilize.

DIRECT LABOR	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
Foreman 3			HR	80	$ 70.00	$ 5,600.00
Operator 5			HR	80	$ 64.00	$ 5,120.00
Operator 2			HR	80	$ 60.00	$ 4,800.00
					SUBTOTAL	**$ 15,520.00**

EQUIPMENT	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
Foreman's Pickup W/Tool			HR	80	$ 22.50	$ 1,800.00
Excavator - 300 CL			HR	80	$ 95.00	$ 7,600.00
Loader - 3.5 CY			HR	80	$ 70.00	$ 5,600.00
					SUBTOTAL	**$ 15,000.00**

SUBCONTRACTOR	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
Shale Processing			LS	1	$ 28,000.00	$ 28,000.00
Trucking			HR	16	$ 125.00	$ 2,000.00
Mobilization Transportation			EA	4	$ 1,000.00	$ 4,000.00
					SUBTOTAL	**$ 34,000.00**

OTHER	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
Insurance 1.5%			%	1.5	$ 64,520.00	$ 967.80
Lodging			MH	240	$ 7.50	$ 1,800.00
Bonding			%	0	$ 64,520.00	$ -
Additional Subgrade Testing (Provided by HDR)						$ -
Daily Overhead Cost						$ -
Other/Miscellaneous						$ 1,016.55
					SUBTOTAL	**$ 3,784.35**
GRT ()						$ -
Overhead (5%)						**$ 3,415.22**
Markup (10%)						**$ 6,830.44**
					TOTAL PROPOSED ESTIMATED COSTS	**$ 78,550.00**

This change requires a time extension of () days. Pricing void/subject to revision after (). The costs represented in this Change Proposal include only those that can be identified at this time. No impact or delay costs are included. Should it be determined at a later date that the project has been impacted by multiple changes, delays or other causes beyond our control, we are reserving our right to submit additional costs at such time.

Submitted By:		Date:	11/22/2022
Approved By:		Date	

Appendix E

Project Schedule
City of Billings W.O. 19-12, West End Reservoir Project

Based on a notice to proceed by Billings date no later than December 12, 2022, the completion date for the Contractor's work through preconstruction services shall be no later than December 31, 2024 based on the following estimated schedule of work:

• Project Kickoff Meeting	December 15, 2022
• Baseline (30%) Cost Estimate & Schedule	March 31, 2023
• 60% CE (GMP), Sch, Risk Register, WP1 (Early-Out)	May 31, 2023
• City Council Approval, WP1 (Early-Out)	June 12, 2023
• 60% CE, Sch & Risk Register, WP2	June 15, 2023
• 90% CE, Sch, RR & Cost Flow Projection, WP2	August 15, 2023
• 100% GMP, Construction Management Plan, WP2	August 31, 2023
• City Council Approval, WP2	September 11, 2023
• Issued for Construction Deliverables, NTP WP2	September 15, 2023

Delays affecting the completion of the work within the time specified of more than ninety (90) days, not attributable to or caused by the Parties hereto, may be considered as cause for the renegotiation or termination of this Contract.

If the Contractor is behind on this Contract due to no fault of Billings, then the Contractor hereby acknowledges the right of Billings to withhold future Contracts to the Contractor in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.

Appendix F

Certificate(s) of Insurance
City of Billings W.O. 19-12, West End Reservoir Project

(Attach Certificate(s) of Insurance)

DICKAND-01 BDUDLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/21/2022

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Butte Office
PayneWest Insurance, a Marsh McLennan Agency LLC Company
PO Box 3089
Butte, MT 59702

CONTACT NAME:
PHONE (A/C, No, Ext): (406) 494-8000 FAX (A/C, No): (406) 494-7641
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Berkley Assurance Company	39462
INSURER C : Cincinnati Insurance Company	10677
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Dick Anderson Construction, Inc.
3424 Highway 12 East
Helena, MT 59601

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	ZAGLB9233505	10/1/2022	10/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO	X	X	ZACAT9252705	10/1/2022	10/1/2023	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 3,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE	X	X	ZAULP5207301	10/1/2022	10/1/2023	AGGREGATE	$ 6,000,000
	[ ] DED [X] RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A		ZAWCI9423605	10/1/2022	10/1/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional			PCADB-5017214-0122	1/1/2022	1/1/2023	Per Claim	5,000,000
C	Addl Excess Liab	X	X	EXS 0470309	10/1/2022	10/1/2023	Each Occurrence	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Where and to the extent required by written contract and where permissible by law:
General Liability Additional Insured, Primary and Non-Contributory, Ongoing and Completed Operations per forms CG2010, CG2037, and CG2032 with Waiver of Subrogation per form CG2404.

Auto Liability Additional Insured, Primary and Non-Contributory per forms 00CA007000 and 00CA011600 with Waiver of Subrogation per form CA0444

Excess Liability policy is follow form and is over Auto Policy, General Liability Policy and Employers Liability Policy.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Billings
2224 Montana Ave
Billings, MT 59101

CANCELLATION

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
Brianna M Dudley

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AGENCY CUSTOMER ID: DICKAND-01 BDUDLEY

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Butte Office		Dick Anderson Construction, Inc. 3424 Highway 12 East Helena, MT 59601
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Workers' Compensation Waiver of Subrogation per form WC000313. Workers Compensation/ Employers Liability applies to all states except ND, OH, WA, WY. Stop Gap applies for States: ND, WA, WY, OH per forms WC000303C and WC340301B

Certificate Also Holder Includes: Engineer, its owners, officers, agents and employees

RE: W.O. 19-12, West End Reservoir Project

Notice of Cancellation per form 00ML008700

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS -- SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ALL PARTIES EXCEPT PARTICIPANTS OF CONTROLLED INSURANCE PROGRAMS, WHERE REQUIRED BY A WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE WHERE THE WRITTEN CONTRACT REQUIRES THAT THIS INSURANCE BE PRIMARY AND NON-CONTRIBUTORY. WHEN THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS PRIMARY AND NON-CONTRIBUTORY, WE WILL NOT SEEK ANY CONTRIBUTION FROM ANY OTHER INSURANCE POLICY AVAILABLE TO THE ADDITIONAL INSURED ON WHICH THE ADDITIONAL INSURED IS A NAMED INSURED.	ALL LOCATIONS AND PROJECTS OF THE INSURED

A. Section II ---- Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS -- COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ALL PARTIES EXCEPT PARTICIPANTS OF CONTROLLED INSURANCE PROGRAMS, WHERE REQUIRED BY A WRITTEN CONTRACT. THISINSURANCE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE WHERE THE WRITTEN CONTRACT REQUIRES THAT THIS INSURANCE BE PRIMARY AND NON-CONTRIBUTORY. WHEN THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS PRIMARY AND NON-CONTRIBUTORY, WE WILL NOT SEEK ANY CONTRIBUTION FROM ANY OTHER INSURANCE POLICY AVAILABLE TO THE ADDITIONAL INSURED ON WHICH THE ADDITIONAL INSURED IS A NAMED INSURED.	ALL LOCATIONS AND PROJECTS OF THE INSURED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE SPECIFICALLY AGREED IN WRITING TO PROVIDE ADDITIONAL INSURED STATUS UNDER THIS POLICY.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE SPECIFICALLY AGREED IN WRITING TO PROVIDE ADDITIONAL INSURED STATUS UNDER THIS POLICY.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9252705

Named Insured: DICK ANDERSON CONSTRUCTION, INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/1/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT - DESIGNATED CONTRACT(S)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

SCHEDULE

Designated Contract(s): ALL PARTIES WHERE REQUIRED IN A WRITTEN CONTRACT

With respect to the contract(s) designated in the Schedule above, it is agreed that the following subparagraph **e.** is added to **SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph **B. 5.** and **SECTION V – GARAGE CONDITIONS,** Paragraph **B. 5.**

5. Other Insurance

e. With respect to **SECTION II - LIABILITY COVERAGE**, where you are specifically required by a written contract designated in the Schedule above to provide insurance that is primary and non-contributory, and the written contract designated in the Schedule above so requiring is executed by you before any "accident", this insurance will be primary and the other insurance will not contribute with this insurance, but only to the extent required by that written contract.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: ZACAT9252705

Named Insured: DICK ANDERSON CONSTRUCTION, INC.

Endorsement Effective Date: 10/01/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2022 Policy No. ZAWCI9423605 Endorsement No.
Insured DICK ANDERSON CONSTRUCTION, INC. Premium INCL.
Insurance Company ARCH INSURANCE COMPANY

Countersigned By _____

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EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in the states shown in the Schedule.

A. Part One (Workers Compensation Insurance) does not apply to work in a state shown in the Schedule.

B. Part Two (Employers Liability Insurance) applies to work in states shown in the Schedule as though they were shown in Item 3.A. of the Information Page.

C. Part Two (Employers Liability Insurance), C. Exclusions is changed by adding these exclusions.

This insurance does not cover

13. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of any state shown in the Schedule or otherwise fail to comply with that law.

Schedule

States		
ND	WA	WY

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10-01-22 Policy No. ZAWCI9423605 Endorsement No.

Insured DICK ANDERSON CONSTRUCTION, Premium $ INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By _____

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

ALL CERTIFICATE HOLDERS WHERE WRITTEN NOTICE OF THE CANCELLATION OF THIS POLICY IS REQUIRED BY WRITTEN CONTRACT, PERMIT OR AGREEMENT WITH THE NAMED INSURED AND WHOSE NAMES AND ADDRESSES WILL BE PROVIDED BY THE BROKER OR AGENT LISTED IN THE DECLARATIONS PAGE OF THIS POLICY FOR THE PURPOSES OF COMPLYING WITH SUCH REQUEST.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: ZAWCI9423605

Named Insured: DICK ANDERSON CONSTRUCTION, INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10-01-2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: ZACAT9252705

Named Insured: DICK ANDERSON CONSTRUCTION,

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10-01-22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

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Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: ZAGLB9233505

Named Insured: DICK ANDERSON CONSTRUCTION,

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10-01-22

City Council Regular

Date:	12/12/2022
Title:	Beartooth RC&D Memorandum of Understanding
Presented by:	Chris Kukulski, City Administrator
Department:	City Hall Administration
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that the City Council approve the MOU with Beartooth RC&D for 2023.

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

The Beartooth Resource Conservation and Development Area, Inc. (Beartooth RC&D) is asking the City Council to renew a Memorandum of Understanding (MOU) for Beartooth's economic development services through December 31, 2023. Beartooth RC&D is a State and Federally grant-funded, rural and economic development agency that has operated since 1969 in five south-central Montana counties, including Yellowstone County. State and Federal funds are matched in Yellowstone County by a $4,500 membership fee, plus a per capita assessment of .19 cents per person, ($31,757.74) totaling **$36, 257.74**, which is split among the County, the Big Sky Economic Development, and the cities of Billings and Laurel. The City of Billings's portion of that amount is $13,052.79 or 36%. Those paying membership fees are represented on the Beartooth Board of Directors; the current Billings representative is Councilmember Danny Choriki. See the attached 2022 projects list.

ALTERNATIVES

City Council may consider approval, postponement of action or disapproval of MOU and payment.

FISCAL EFFECTS

The Entity's annual contribution will be $4,500 as a "Membership" fee, plus a per capita assessment of .19 cents per person. These funds will provide the necessary match to obtain the $70,000 in Federal funds. The calculated fee for Yellowstone County is $36,257.74. This figure is a total of the $4,500 county fee, plus $31,757.74 per capita formula using a population of 167,146 as per the 2021 Census data. Yellowstone County's full payment is separated into a four-way payment system. Each entity within the county pays a percentage similar to the previous year. Big Sky EDA - 34% or$12,327.63; City of Billings - 36% or $13,052.79, City of Laurel - 6% or $2,175.46; and Yellowstone County - 24% or $8,701.86.

Attachments

2022 Beartooth RC&D Projects
2023 MOU - Beartooth RC&D



2022 City of Billings Project Review
December 12, 2022

Thank you for being a great partner as we work together to help the businesses and residents of our 5-county region! Here are some of the projects we have been working on in the City of Billings this year:

- Revolving Loan Fund
  - 10 loans in Yellowstone County totaling $773,231.48
  - 5 loans in Billings totaling $460,060.23
- SSBCI (State Small Business Credit Initiative) loan assistance program

- EDA Cares Act funding – grant conclusion 6/30/2022
  - Yellowstone Economic Response & Recovery
    - Included formation of the Economic Response & Recovery Team (ERRT), local expert trainings, business check-ins, and a Targeted Industry Study that led to the Downtown Billings Housing Study
  - Economic Resiliency & Tourism
    - Deb Brown's visit in June, Bozeman Trail work
    - National Historic Trail designation efforts
  - Cushing Terrell Regional Housing Study
  - Cushing Terrell Regional Housing Study Presentation
- Completion of 5-year CEDS (Comprehensive Economic Development Strategy) document
- Promotion of Opportunity Zone work in downtown Billings
- YWCA Coal Board Grant support
- BSED support and collaboration with SBDC
  - One Million Cups
  - Experts Week Tradeshow & Booth

- USDA LFPP (Local Food Promotion Program) collaborative grant application
- Small Business / Community Assistance
  - Agrika Foods
  - Blue Creek Marbled Meat
  - Doggie Style Gourmet Treats
  - Fundamental Feed Montana, LLC – Sainfoin pellets for horses
  - Meadowlark Brewery
  - Mill Creek Farms

- Mushroom Production Business
- Patrick Certain (Stone Creek Farms)
- Primitive Meats
- Pure Montana Meats / Ranch House Meat
- Shamrock Foods
- Swift Buckets / Swift Microgreens
- Wilcoxson's Ice Cream
- Yellowstone Valley Food Hub

Stay Tuned for these projects in the works:

- Brownfields Community-wide Assessment Grant application
  - Please alert us to any potential properties
- RMAP (Rural Microentrepreneur Assistance Program) Application

Thank you again! Please refer to your digital copy of this to access hyperlinks. You can also find most info posted on our website at www.beartooth.org. Don't hesitate to reach out to us if you have questions or need our assistance.

Joel Bertolino, Executive Director/Food & Ag Director: jbertolino@beartooth.org
Jacy Head, Economic Development Direct: jhead@beartooth.org
Nan Knight, Finance Director: nknight@beartooth.org
Myrna Lastusky, Administrative Assistant: mlastusky@beartooth.org
Beartooth Office Phone: 406-962-3914

A
MEMORANDUM OF UNDERSTANDING
Between
Yellowstone County Commissioners, Big Sky Economic Development Authority, City of Billings, City of Laurel
And
Beartooth Resource Conservation & Development Area, Inc.

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this ____ day of _____, 202__, by and between **Beartooth Resource Conservation & Development Area, Inc.**, whose principal business address is P.O. Box 180, Joliet, Montana 59041, hereinafter referred to as "Beartooth RC&D" and **Yellowstone County Commissioners (in cooperation with the City of Billings, City of Laurel, and Big Sky EDA)**, and hereinafter referred to as **"the Entity"**.

WHEREAS, The Beartooth RC&D has been formally recognized by the U.S. Department of Commerce, Economic Development Administration (EDA) as a designated Economic Development District (EDD), and as a District, the Beartooth RC&D has been awarded funding to carry out its Comprehensive Economic Development Strategy (CEDS). This funding will provide a staff person, administrative support and operating costs. This is a continual grant, renewable based on successful program operation and availability of federal funds. Local match is required.

WHEREAS, Each entity participating in the District will designate a representative and an alternate to the regional Beartooth RC&D Board. This individual will convey the needs and economic development goals of the community to the Beartooth RC&D board meetings. Regular board meetings will be held every two months to assess project status and evaluate regional economic development needs.

NOW THEREFORE IT IS UNDERSTOOD AS FOLLOWS:

ARTICLE 1: SCOPE OF WORK:

Beartooth RC&D employs an Economic Development Director to assist in the completion of the Comprehensive Economic Development Strategy for the five county region. The Director's time will be allocated consistent with the goals in the CEDS by the Beartooth RC&D board of directors. The board is composed of one representative and an alternate from business partners, county and local elected officials and local economic development partners from our five county region. Input from this board is essential for meeting the needs of the communities in our region.

Priority will be assigned projects of regional scope or projects with strong local leadership. Grant funding for this position is from EDA, therefore, emphasis will be on regional economic development planning and projects which have a correlation to job creation, economic diversification and increased tax base. Matching funds are from participating entities and emphasis will be placed on their specified projects.

Annual Evaluation:

The performance of the Economic Development District will be evaluated annually by local entities participating on the regional Beartooth RC&D Board. Progress and/or accomplishments on each program/project will be reported and evaluated to ensure resources are being utilized in the most effective and efficient manner possible. Annual Comprehensive Economic Development Strategy updates and an annual plan of work will be developed with input from the Beartooth RC&D staff and board. Annual reports on projects and economic development activities will be provided to the board and participating entities along with the renewal of the Memorandum of Understanding.

ARTICLE 2: PERIOD OF PERFORMANCE:

The term of this Memorandum of Understanding shall be from the date it is signed through **December 31, 2023**, unless extended by mutual agreement by both parties. Such extension must be in writing, signed by authorized representatives of both parties, and made a part of the original Memorandum of Understanding by modification reference. This Memorandum of Understanding supersedes the prior Memorandum for participation in the Economic Development District.

ARTICLE 3: PAYMENT:

The Entity's annual contribution will be **$4,500.00** as a "Membership" fee plus a per capita assessment of **.19** cents per person. These funds will provide the necessary match to obtain the $70,000.00 in federal funds. Entities who do not participate financially in the match requirement will not receive services from the Economic Development Coordinator. The calculated fee for **Yellowstone County** is **$36,257.74.** This figure is a total of the **$4,500.00** county fee plus **$31,757.74** per capita formula using a population of **167,146** as per the 2021 Census data. Yellowstone County's full payment will be separated into a four-way payment system. Each entity within the county will pay a percentage (%) similar to the previous year. Big Sky EDA- 34% or **$12,327.63**, City of Billings- 36% or **$13,052.79**, City of Laurel- 6% or **$2,175.46** and Yellowstone County- 24% or **$8,701.86.**

Annually, the Beartooth RC&D/EDD staff will provide a comprehensive report of the past year's activity. A new Memorandum of Understanding will be prepared and a request for the following year's match submitted. Entities will be billed for match funds after January 1, 2023, for the current year's assessment.

Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the work.

ARTICLE 4: EXAMINATION OF RC&D RECORDS:

The Entity or its representatives shall have the right to examine any books, records, or other documents of the Beartooth RC&D, directly relating to costs when such costs are the basis of compensation hereunder.

ARTICLE 5: OWNERSHIP AND USE OF DOCUMENTS:

Reproducible copies of all documents and other materials produced by the Beartooth RC&D in connection with the services rendered under this memorandum of understanding shall be provided to the Entity for the Entity's use whether the project for which they are made is executed or not. The Beartooth RC&D shall be permitted to retain originals, including reproducible originals, of drawings and specifications for information, reference and use in connection with Beartooth RC&D endeavors.

ARTICLE 6: WARRANTY:

The Beartooth RC&D warrants that all services performed herein shall be performed using that degree of skill and care ordinarily exercised in and consistent with generally accepted practices for the nature of the services and shall conform to all requirements of this Memorandum of Understanding.

ARTICLE 7: SAFETY:

The Beartooth RC&D agrees to fully comply with the Occupational Safety and Health Act of 1970, all regulations issued there under and all state laws and regulations enacted and adopted pursuant thereto. The Beartooth RC&D shall take all necessary precautions in performing the services hereunder to prevent injury to persons or damage to property.

ARTICLE 8: CONFIDENTIALITY AND CONFLICTS OF INTEREST:

The Beartooth RC&D agrees to hold in strict confidence any proprietary or other data, findings, results, or recommendations deemed to be confidential by the Entity and obtained or developed by the Beartooth RC&D in connection with the work under this memorandum of understanding. The Beartooth RC&D warrants and agrees they do not and will not have any conflicts of interest regarding the performance of services hereunder.

ARTICLE 9: APPLICABLE LAW:

This Memorandum of Understanding shall be governed in all respects by the laws of the State of Montana. No changes, amendments or modifications of any of the terms and conditions hereof shall be valid unless agreed to in writing. Venue of any proceeding arising hereunder shall be the Twenty-second Judicial District.

ARTICLE 10: COMPLIANCE WITH LAWS:

The Beartooth RC&D shall in performing the services contemplated by this Memorandum of Understanding, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Memorandum of Understanding.

ARTICLE 11: CHANGES:

The parties, by mutual agreement, may, at any time during the term of this Memorandum of Understanding and without invalidating the Memorandum of Understanding, make changes within the general scope of the Memorandum of Understanding. The Beartooth RC&D to perform such changed services. The Entity's priority list for project work within their county can be changed at any time. In such case, the District will be informed of this change at the Entity's earliest convenience.

ARTICLE 12: TERMINATION:

This Memorandum of Understanding may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Memorandum of Understanding through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

Upon such termination the Entity shall pay the Beartooth RC&D amounts due and unpaid for services rendered as of the effective date of termination, and the Beartooth RC&D shall provide to the Entity all materials, surveys, reports, data, and other information performed or prepared as of such date.

ARTICLE 13: INDEMNIFICATION:

The Beartooth RC&D agrees to and does hereby indemnify and save the Entity, its officers, officials and employees, harmless against and from:

1. Any and all claims and liabilities, including but not limited to costs, expenses, and attorney fees arising from injury to, or death of, persons (including claims and liabilities for care or loss of services in connection with any bodily injury or death) and including injuries, sickness, disease, or death to Beartooth RC&D employees occasioned by a negligent act, omission, or failure of the Beartooth RC&D;

2. Any and all claims and liabilities, including costs and expenses, for loss or destruction of or damage to any property belonging to the Beartooth RC&D or the Entity caused by a negligent act, omission, or failure of the Beartooth RC&D and;

3. Any fines, penalties, or other amounts assessed against the Entity by reason of the Beartooth RC&D failure to comply with all health, safety, and environmental laws and regulations applicable to the services; resulting directly or indirectly from, or occurring in the course of the Beartooth RC&D performance of the services. However, this indemnity shall not extend to claims and liabilities for (i) injury or death to persons or (ii) loss of or damage to property to the extent that these claims and liabilities result directly from the Entity's negligence or willful misconduct.

ARTICLE 14: INSURANCE:

The Beartooth RC&D shall maintain and demonstrate the following types of insurance:

1. The Beartooth RC&D agrees that its employees and particularly the employees designated to work on this memorandum of understanding are covered by applicable Worker's Compensation provisions. The Beartooth RC&D further agrees that if the Entity should legally incur any costs whatsoever under the Worker's Compensation laws by reason of the Beartooth RC&D employees' injury or death while engaged in the contract work, the Beartooth RC&D will indemnify and hold harmless the Entity for such costs which the Entity may be legally be required to pay to employees of the Beartooth RC&D.

2. Comprehensive general liability insurance for bodily injury, death, or loss of or damage to property of third persons or other liability due to the negligent acts of the Beartooth RC&D in the minimum amounts of $500,000 per occurrence and $1,000,000 aggregate for personal injury; and $500,000 per occurrence/aggregate for property damage. Proof of coverage as required by this section shall be delivered to the Entity within fifteen (15) days of execution of this Agreement.

3. Professional liability errors and omissions insurance in a minimum amount of $100,000.00.

ARTICLE 15: NONDISCRIMINATION:

The Beartooth RC&D will not discriminate against any employee or applicant for employment relating to this project on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin. All hiring associated with any project shall be on the basis of merit and qualifications related to the requirements of the particular position being filled.

ARITCLE 16: INDEPENDENT CONTRATOR:

The Beartooth RC&D and the Entity agree that the Beartooth RC&D is an independent contractor with respect to the services provided pursuant to this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Beartooth RC&D nor any employee of the Beartooth RC&D shall be entitled to any benefits accorded Entity's employees by virtue of the services provided under this Memorandum of Understanding. The Entity shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state Worker's Compensation program, nor shall the Entity be deemed in any way to assume the duties of an employer with respect to the Beartooth RC&D, or any employee of the Beartooth RC&D.

ARTICLE 17: ASSIGNMENT:

The Beartooth RC&D shall not sublet or assign any of the services covered by this Memorandum of Understanding without the express written consent of the Entity.

ARTICLE 18: NON-WAIVER:

Waiver by the County of any provision of this memorandum of understanding or any time limitation provided for in this memorandum of understanding shall not constitute a waiver of any other provision.

ARTICLE 19: NOTICES:

Any Notice to be served hereunder may be served upon the parties personally or served by certified mail, return receipt. Notice served by mail shall be deemed complete upon deposit of said notice in any United States Post Office, postage prepaid, directed to the party to be served, at the following addresses:

ENTITY:	**City of Billings** **PO Box 1178** **Billings, MT 59101**	**RC&D:**	**Beartooth RC&D** **P.O. Box 180** **Joliet, MT 59041**

ARTICLE 20: INTEGRATED AGREEMENT:

This Memorandum of Understanding together with attachments or addenda represents the entire and integrated Agreement between the Entity and the Beartooth RC&D and supersedes all prior negotiations, representations, or agreements, written or oral. This Memorandum of Understanding may be amended only by written instrument signed by both the Entity and the Beartooth RC&D.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Memorandum of Understanding the day and year in this instrument first above written.

CITY OF BILLINGS

_____
William A. Cole
Mayor

BEARTOOTH RC&D/EDD

_____
Ryan VanBallegooyen
Chairman

ATTEST: _____ Date: _____

City Council Regular

Date:	12/12/2022
Title:	WO 23-99: Annual City-Wide Traffic Signal Controller Upgrade
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends that the City Council approve the purchase of W.O. 23-99: Traffic Controller Equipment from Altitude Signal, LLC, in the amount of $454,809.

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

This action is for the annual purchase of traffic controller equipment. City staff issued a Request for Proposals (RFP) to upgrade the system and responses were received from traffic signal suppliers on W.O. 13-09 City-Wide Traffic Signal Controller Upgrade on May 15th, 2013. The proposals outlined each vendor's equipment (including cost), software, implementation plan, training capabilities, experience, and on-call support. Based on the RFPs, the City started an annual project to upgrade the signal controllers and equipment that was approved by the City Council on June 24, 2013. The memo outlined 15 years for the process. Since the RFP, the City has upgraded 90+ intersections with new signal controllers, cabinets, detection, and communication.

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

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

ALTERNATIVES

City Council may:

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

FISCAL EFFECTS

The purchase order for traffic signal equipment with Altitude Signal, LLC is for $454,809 and will be paid out of Street Maintenance District II funds. There is sufficient budget to purchase this equipment.

Attachments

Signal Equipment Quote
Signal Sole Source Information

Altitude Signal, LLC
PO Box 1897
Loveland, CO 80539
EIN: 83-1927277

Billings, City of
4848 Midland Road
Billings MT 59101
United States

Quotation # 003364

Quotation Date: 09/21/2022

Expiration: 10/21/2022

Salesperson: Alec Meyerhoff

Estimated Ship Date:

Payment Terms: 30 Days

Project: Annual Contract

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
980ATC-TS2-T2 980ATC Controller, TS2 Type 2, 110VAC, no FSK, Ethernet, USB, 4 Ports, v76	11.00	2,895.00	0%	$ 31,845.00
ATMS.now Intersection License	11.00	500.00	0%	$ 5,500.00
P Cabinet, City of Billings Spec with LED Lighting & Heater Includes: Trafficware P Cabinet, TS2 Adapter Cable, 16ch MMU, Power Supply, (2) BIU, (16) Load Switch, Flasher, (6) Flash Transfer Relay, (12) Jumper	4.00	16,150.00	0%	$ 64,600.00
Ethernet Radio System Includes: 1 x Cambium 450i Subscriber module with bracket 1 x Mounting Pole & Astrobrac 1 x Sixnet SLX-5ES-1 switch	6.00	1,420.00	0%	$ 8,520.00
GRIDSMART GS3 Single Camera System Includes: 1 x Gridsmart GS3 Processor 1 x Performance Module (Installed on Processor) 1 x TS2 I/O Module 1 x SMARTMOUNT Kit, 3FT - 1 x Bell Camera - 1 x Curved Mounting Arm, 3FT 1 x Mounting Bracket, Tenon **Does not include SDLC Y-Cable	17.00	20,107.00	0%	$ 341,819.00
GS-3-CAT5 CAT5e Direct Burial Cable, 1000ft spool	5.00	505.00	0%	$ 2,525.00

Altitude Signal, LLC
PO Box 1897
Loveland, CO 80539
EIN: 83-1927277

Untaxed Amount	$ 454,809.00
Taxes	$ 0.00
Total	$ 454,809.00

Notes:
1) If tax exemption applies, provide number or resale certificate
2) Material inaccuracies or damage must be reported within 30 days of receipt or additional fees may apply

City of Billings

Justification for Sole Source Provider

Date: 11/10/2022

Requestor Name: Dakota Martonen

Department: Public Works

Division: Engineering

Phone #: 406-237-6289

Vendor: Altitude Signal, LLC

Contact: Alec Meyerhoff

Phone #: 888-342-0748

Email: ameyerhoff@altitudesignal.com

Amount: $ 454,809.00

Scope of Work or Product:

See attached invoice detailing itemized list.

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

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

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

Name of existing equipment: Click here to enter text.

☐ Technical characteristics of requested item are essential to our needs because

Click here to enter text.

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

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

☐ Other manufacturers of this type of product do not meet our requirements:

Manufacturer's Name: Click here to enter text.

Reason: Click here to enter text.

Manufacturer's Name: Click here to enter text.

Reason: Click here to enter text.

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

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

Please attach all appropriate documents and forward. Thank you.

City Council Regular

Date:	12/12/2022
Title:	Application Submittal for an AmeriCorps VISTA Project
Presented by:	Brenda Beckett
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

City staff and the Community Development Board recommend that the City Council authorize submission of an application for AmeriCorps VISTA and authorize City staff to negotiate and finalize the project if awarded.

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

The Community Development Division has been approached by the Corporation for National and Community Service regarding submitting an application for AmeriCorps Volunteer in Service to America (VISTA) resources for FY2023-2024. The Division has been managing the Billings Metro VISTA Project and regularly submitting this VISTA program application to the Corporation for National and Community Service since 2009.

The Billings Metro VISTA Project supports placements of AmeriCorps VISTA members at nonprofit organizations to reduce of risk of homelessness and create the tools people in poverty need to build sustainable futures. Priority focus areas include education, housing, employment, food security, access to healthcare and services benefiting veterans and military families. Members may also be trained in City-sponsored initiatives to share information and resources with other communities across Montana to further project reach, scope, and overall poverty impact. Examples include the development and implementation of a plan to affect homelessness; assistance in developing poverty-based impediments to housing access and equal opportunity; the expansion of services to assist veterans and their families; and the development and implementation a homeless services survey.

City Council approval for the application would allow the Community Development Division to assist in application preparation and administration of activities on behalf of many community agencies including Family Promise, HomeFront, Wise Wonders, and Dog Tag Buddies. Staff is preparing an application for members who may be placed at varying times throughout the year based on availability, including July, August, January, and February (one-year placements), etc.

STAKEHOLDERS

Stakeholders include nonprofit organizations that are requesting Host Site status to implement a year-long poverty impact project and low-income citizens that would be assisted with programming supplied by the Host Sites.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve the submittal of an AmeriCorps VISTA grant application. No approving the application would not align with the City's 13-year history of managing a nationally recognized VISTA program in Billings that has helped many service organizations build capacity and deliver needed services to thousands of low income residents of our community.

FISCAL EFFECTS

For the current fiscal year, the Corporation for National and Community Service allocated a total grant award of over $423,000 to carry out the project. The Community Development Board recommended, and the City Council approved, $65,000 in Community Development Block Grant funding to support cost share members. These members are a priority and further the Division's initiatives to impact poverty and homelessness, as per the Community Development Board's request. Host Sites also contribute approximately $10,000 per year to support the project.

SUMMARY

City staff and the Community Development Board recommend the City Council authorize submission of an application for AmeriCorps VISTA and authorize City staff to negotiate and finalize the project if awarded.

City Council Regular

Date:	12/12/2022
Title:	Par 3 Golf Course 2023 Annual Budget
Presented by:	Mike Whitaker, Parks, Recreation & Public Lands Director
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends approval of the 2023 Exchange City Golf Corporation (ECGC) annual budget and fee structure as presented.

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

Every year the Exchange City Golf Corporation (ECGC) is required to submit an annual budget to the City Council for approval at the start of the year. The proposed budget for the 2023 operating year is being submitted by the ECGC Board of Directors for approval. The annual distribution of net profit is declared by the ECGC Board of Directors based on: 1st meeting the expenses of the operation; 2nd paying for the debt retirement; 3rd providing reserves for the operating expenses; 4th to provide a reserve for the proposed capital expenditure included in the proposed budget; 5th providing the net profit distribution to the City and the Downtown Exchange Club on a 2/3-1/3 basis, respectively, as outlined in the operating contract between the City of Billings and ECGC. The 2023 proposed budget was reviewed by the Billing Parks, Recreation, and Cemetery (PRC) Board on November 19, 2022. The PRC Board recommends the ECGC budget and fee structure for 2023 be adopted as presented. The proposed budget and fee structure is attached for Council review.

ALTERNATIVES

City Council may:

- Approve the proposed ECGC 2023 annual budget and fee structure, or
- Approve the proposed ECGC 2023 annual budget and fee structure with requested changes.

FISCAL EFFECTS

The proposed fee structure does not include any fee increases in 2023. The ECGC has indicated that there will be an annual distribution of $20,000 in 2022. There was no annual distribution in 2019, 2020, and 2021.

Attachments

Par 3 2023 Annual Budget

Exchange City Golf
Par 3 Golf Course
2022 Proposed

Description	2019	2019	2019	2020	2020	2020	2021	2021	2021	2022	22-Aug	2022	2023
	Budget	Actual	Variance	Budget	Actual	Variance	Budget	Actual	Variance	Budget	Actual	Variance	Proposed
Revenue													
Gree Fees	255,000	225,119	(29,881)	255,000	296,099	41,099	255,000	328,094	73,094	275,000	252,318	(22,682)	285,000
Range Revenue	65,000	56,707	(8,293)	65,000	54,294	(10,706)	65,000	89,950	24,950	75,000	107,246	32,246	82,000
Golf Cart Rental	65,000	70,847	5,847	65,000	93,703	28,703	65,000	131,333	66,333	80,000	86,267	6,267	90,000
Memberships	46,000	61,664	15,664	46,000	56,353	10,353	46,000	66,677	20,677	48,000	48,890	890	55,000
Interest & Bench Ads		296	296		61	61		15	15		10	10	
Miscellaneous		11,669	11,669		9,104	9,104		1,803	1,803		28,193	28,193	
Gain/Loss on Sale of Assets	6,500	6,471	(29)	6,500	25,950	19,450	6,500		(6,500)	6,500	5,506	(994)	
	437,500	432,773	(4,727)	437,500	535,564	98,064	437,500	617,872	180,372	484,500	528,430	43,930	512,000
			0			0			0			0	
Range Expenses	20,000	14,933	(5,067)	20,000	16,380	(3,620)	20,000	22,900	2,900	20,000	18,521	(1,479)	30,000
GROUNDS OPERATIONS													
Salary, taxes - subtotal	137,770	134,374	(3,396)	122,528	119,285	(3,243)	124,928	120,265	(4,663)	128,000	92,658	(35,342)	130,620
General Cost													
Gas and Oil	10,500	9,386	(1,114)	10,500	7,603	(2,897)	10,500	9,485	(1,015)	10,500	10,041	(459)	10,500
Utilities	12,610	14,278	1,668	12,610	15,117	2,507	12,610	17,190	4,580	12,610	9,357	(3,253)	12,610
Fertilizer and Seed	17,500	17,680	180	18,000	10,277	(7,723)	10,000	17,812	7,812	18,000	11,153	(6,847)	18,000
Operating Supplies	7,707	6,945	(762)	8,017	7,462	(555)	8,017	7,522	(495)	8,017	3,763	(4,254)	8,017
Repairs and Maintenance	9,350	28,882	19,532	10,500	18,203	7,703	10,500	18,750	8,250	10,500	9,293	(1,207)	10,500
Contract Labor	1,400	1,754	354	1,400	619	(781)	12,000	13,052	1,052	12,000	10,300	(1,700)	12,000
Sand and Gravel	4,250	1,514	(2,736)	4,250	4,198	(52)	4,250	4,520	270	5,000	3,855	(1,145)	5,000
Rental Cart Repairs		1,942	1,942		1,172			318			1,080		2,000
Irrigation	0	4,330	4,330	0	3,142	3,142	0	2,092	2,092	0	2,092	2,092	2,100
Travel and Dues	1,000	873	(127)	1,000	1,400	400	1,000	2,944	1,944	1,500	760	(740)	1,500
Insurance	4,452	5,204	752	4,584	6,111	1,527	5,584	4,532	(1,052)	6,000	5,019	(981)	6,000
Finance Fees	0	4	4	0	4	4	0	73	73	0	0	0	
Sub Total	68,769	92,792	24,023	70,861	75,308	4,447	74,461	98,290	23,829	84,127	66,713	(17,414)	88,227
Grounds Total	206,539	227,166	20,627	193,389	194,593	1,204	199,389	218,555	19,166	212,127	159,371	(52,756)	218,847
CLUBHOUSE OPERATIONS			0			0			0			0	
Salary, taxes - Sub-total	100,363	101,087	724	104,966	106,622	1,656	101,704	96,041	(5,663)	112,600	70,419	(42,181)	128,600
			0			0			0			0	
General Cost			0			0			0			0	
Credit Card Fees	10,515	11,582	1,067	12,077	17,023	4,946	16,115	24,657	8,542	17,500	30,066	12,566	20,000
Office Expenses	1,131	951	(180)	1,344	1,100	(244)	1,422	2,601	1,179	1,422	1,740	318	1,500
Legal and Accounting	12,500	11,635	(865)	12,593	9,720	(2,873)	12,500	11,170	(1,330)	12,500	6,480	(6,020)	12,500
Miscellaneous		0	0		0	0		1,403	1,403		502	502	
Bad Dept Expense		0	0		0	0		192	192		0	0	

Exchange City Golf
Par 3 Golf Course
2022 Proposed

Description	2019	2019	2019	2020	2020	2020	2021	2021	2021	2022	22-Aug	2022	2023
	Budget	Actual	Variance	Budget	Actual	Variance	Budget	Actual	Variance	Budget	Actual	Variance	Proposed
Cash Over/Short		(2)	(2)		10	10		(137)	(137)		568	568	
Dues and Subscription	1,833	1,061	(772)	1,592	626	(966)	285	1,087	802	2,000	787	(1,213)	2,000
Utilities	8,429	8,940	511	9,821	9,603	(218)	10,580	9,399	(1,181)	11,000	6,338	(4,662)	12,000
Telephone	1,862	973	(889)	873	2,215	1,342	1,706	2,499	793	2,500	1,963	(537)	2,500
Insurance	8,078	6,007	(2,071)	5,573	7,038	1,465	7,000	7,759	759	7,500	8,631	1,131	10,000
Advertising	6,024	5,249	(775)	4,157	5,875	1,718	6,000	3,107	(2,893)	6,000	2,164	(3,836)	6,000
Taxes and Licenses		0	0		0	0		20	20		20	20	
Travel	203	0	(203)	0	0	0	500	0	(500)	500	0	(500)	1,000
Yamaha Golf Cart Lease					0		18,940	21,070	2,130	18,940	15,062	(3,878)	
Security			0		0	0		0	0		0	0	
Customer Relations	188	1,022	834	200	492	292	738	165	(573)	738	693	(45)	750
Clubhouse Oper/Main	9,306	8,962	(344)	5,031	4,703	(328)	5,031	7,707	2,676	10,000	4,067	(5,933)	11,000
Sub-Total	60,069	56,380	(3,689)	53,261	58,405	5,144	80,817	92,699	11,882	90,600	79,081	(11,519)	79,250
Clubhouse Total	160,432	157,467	(2,965)	158,227	165,027	6,800	182,521	188,740	6,219	203,200	149,500	(53,700)	207,850
Total Operating Cost	386,971	399,566	12,595	371,616	376,000	4,384	401,910	430,195	28,285	435,327	327,392	(107,935)	456,697
			0			0			0			0	
Simple Revenue	50,529	33,207	(17,322)	65,884	159,564	93,680	35,590	187,677	152,087	49,173	201,038	151,865	55,303
Capital Expenditures	36,851	47,401	10,550	49,000	18,472	(30,528)	114,605	138,551	23,946	122,000	98,089	(23,911)	122,000

Exchange City Golf Corporation
Par 3 Golf Course
2022 Proposed Fee Structure

		2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
		Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee
Carts 9	Riders	$8.00	$9.00	$10.00	$10.00	$12.00	$12.00	$12.00	$12.00	$12.00	$13.00	$13.00	$13.00	$15.00	$15.00	$15.00
Carts 18	Riders	$14.00	$15.00	$15.00	$15.00	$20.00	$20.00	$20.00	$20.00	$20.00	$22.00	$22.00	$22.00	$25.00	$25.00	$25.00
Green Fees	18	$15.00	$17.00	$18.00	$20.00	$20.00	$20.00	$21.00	$21.00	$22.00	$22.00	$23.00	$23.00	$23.00	$23.00	$23.00
	9	$10.00	$11.00	$12.00	$12.50	$14.00	$14.00	$15.00	$15.00	$15.00	$15.00	$16.00	$16.00	$16.00	$16.00	$16.00
	Xtra 9	$5.00	$6.00	$6.00	$7.50	$6.00	$6.00	$6.00	$6.00	$7.00	$7.00	$7.00	$7.00	$8.00	$8.00	$8.00
Range Balls	Jumbo	$6.50	$7.00	$7.50	$8.00	$9.00	$9.00	$9.50	$9.50	$9.50	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
	Large	$4.50	$4.75	$5.00	$6.00	$7.50	$7.50	$7.50	$7.50	$7.50	$8.00	$8.00	$8.00	$8.00	$8.00	$8.00
	Med	$3.50	$3.75	$4.00	$4.50	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00
	Small	$2.50	$2.75	$3.00	$3.50	$4.00	$4.00	$3.00	$3.00	$3.00	$3.00	$3.00	$3.00	$3.00	$3.00	-
Yearly Passes																
Senior Single	55 & Older								$425.00	$425.00	$450.00	$450.00	$450.00	$450.00	$450.00	$450.00
Senior Couple	55 & Older								$525.00	$525.00	$550.00	$550.00	$550.00	$550.00	$550.00	$550.00
Junior	17 & Under								$199.00	$199.00	$199.00	$199.00	$199.00	$199.00	$199.00	$199.00
Single									$475.00	$475.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
Couple									$625.00	$625.00	$650.00	$650.00	$650.00	$650.00	$650.00	$650.00
Family									$825.00	$825.00	$850.00	$850.00	$850.00	$850.00	$850.00	$850.00

2021 Promotional:

1. Corporate memberships
2. $5 off twilight rate after 5pm

Exchange City Golf Corporation
Par 3 Golf Course
2023 Proposed Captial Improvements

Improvements	Units	Cost	Total
Concrete flooring for the cart barns			$18,000.00
City Tree Triming	Included in contract labor budget		
Bathroom Remodel			$8,000.00
Pump house controls			$25,000.00
Central Contol system - irrigation			$18,600.00
Repace clubhouse doors			$14,375.00
Replace both HVAC units			$20,270.00
Total Improvements			**$104,245.00**
Equipment			
Torrent Blower			$10,360
Total Equipment			**$10,360.00**
Total Course Cap Ex			**$114,605.00**
Distributions			
Distribution, City			$20,000.00
Distribution, Exchange Club			$10,000.00
			$0.00
Total Cap Ex			**$114,605.00**

City Council Regular

Date:	12/12/2022
Title:	Acceptance of Donation in the Amount of $1,000 to the Billings Police Department
Presented by:	Rich St. John, Police Chief
Department:	Police
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends that City Council accept the donation from an Anonymous Donor in the Amount of $1,000 to be used as needed by the Billings Police Department.

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

Council policy requires that any donation greater than $500 must be approved by the City Council. An anonymous donor wishes to donate $1,000 to the Billings Police Department to be used as needed.

ALTERNATIVES

City Council may:

- Approve the donation to the Billings Police Department in the amount of $1,000 or;
- Disapprove the donation to the Billings Police Department in the amount of $1,000 and provide further direction to staff.

FISCAL EFFECTS

There is no impact to the General Fund.

City Council Regular

Date:	12/12/2022
Title:	Acceptance of Utility Right-of-Way Easement from James and Joann Boyer
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that City Council accept the utility right-of-way easement from James and Joann Boyer.

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

James and Joann Boyer own a portion of Terrace Estates Subdivision, 3rd Filing which was de-annexed from the City in 2017. Terrace Estates Subdivision, 3rd Filing is located off of Alkali Creek Road west of Senators Boulevard. There is an existing City storm drain and sanitary sewer main that goes through previously platted right-of-way. The Boyers have vacated a portion of the subdivision along with the right-of-way through the County. Per State law, the City retains access to the storm drain and sanitary sewer lines. However, the City requested a formal easement with the Boyers for the existing utilities.

ALTERNATIVES

The City Council may:

- Approve the utility right-of-way easement; or
- Not approve the easement. The City would still retain the right to access and maintain the storm and sanitary sewer mains through the vacation process. The easement is at the request of the City.

FISCAL EFFECTS

There is no cost to the City for acceptance of the easement.

Attachments

Easement

Return to:
The City of Billings
P.O. Box 1178
Billings, MT 59103

UTILITY RIGHT-OF-WAY EASEMENT

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

JAMES W. BOYER and JOANN BOYER
2810 Central Ave. – Ste. C
Billings, MT 59102
Hereinafter referred to as **GRANTOR**

and

CITY OF BILLINGS, a Municipal Corporation
City Hall – 210 North 27th Street
Billings, Montana 59101
Hereinafter referred to as **GRANTEE**

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

WITNESS THAT GRANTOR warrants to be the legal owner of the below-referenced property and does hereby grant and convey unto **GRANTEE**, a 20-foot-wide perpetual utility right-of-way easement over, across, under, and through said real property in Yellowstone County, Montana, more particularly described as follows, to wit:

A 20 foot wide strip of land through Lot 200 of the Amended Plat of Block 1 and a Portion of Block 2 and Block 3, Terrace Estates Subdivision, Third Filing in Yellowstone County, Montana, said strip is graphically shown on said Amended Plat and lies ten feet on each side of the following two centerlines:

Centerline No. 1:
COMMENCING at the southeast corner of Lot 40, Block 3 of Terrace Estates Subdivision, 2nd Filing, said corner being a common corner with said Lot 200;
THENCE North 81°32'18" West, along the north line of said Lot 200, a distance of 8.40 feet to the TRUE POINT OF BEGINNING of this centerline description;
THENCE South 76°17'23" West, 107.96 feet;
THENCE South 08°19'06" West, 137.75 feet;
THENCE South 65°16'52" East, 108.32 feet;
THENCE South 51°23'46" East, 269.32 feet to Point A as referenced in the Centerline No. 2 description;
THENCE continuing South 51°23'46" East, 155.58 feet to the west boundary of said Lot 200 and the TERMINUS of Centerline No. 1.

Centerline No. 2:
BEGINNING at Point A as called out in the Centerline No. 1 description;
THENCE South 16°58'19" West, 74.07 feet to the southerly boundary of said Lot 200 and the TERMINUS of Centerline No. 2.

The sidelines of the above described easement shall be shortened or extended as needed to commence and terminate at the boundary of said Lot 200.

DESCRIPTION OF EASEMENT AREA AS SHOWN IN SHADED AREA OF "EXHIBIT A", ATTACHED HERETO AND INCORPORATED HEREIN

This perpetual easement is granted and conveyed to **GRANTEE** for the purposes of constructing, reconstructing, maintaining, improving, operating, servicing, repairing, replacing or adding sanitary sewer and storm drain lines and other necessary or desirable appurtenances over, across, under, and through the said real property, together with the right of free ingress and egress at all times for such purposes.

GRANTOR and their successors shall continue to have the right to use and enjoy the above-described property, except as to the rights herein granted, subject to the following restrictions:

1. **GRANTOR** agrees not to construct, nor cause to be constructed, within the easement right-of-way, any type of building or structure, such as, but not limited to, houses, garages, sheds, kennels, fences, nor any other fixed objects of any kind, shape or form, except as many be licensed by **GRANTEE**.

2. **GRANTOR** agrees not to plant, nor cause to be planted within the easement right-of-way, any trees, bushes, shrubs, hedges nor any other plantings of a similar nature, except as may be licensed by **GRANTEE**.

3. **GRANTOR** agrees that authorized representatives of **GRANTEE** may freely travel within the easement right-of-way with their equipment in the performance of their duties for purposes of this easement, at any time, day or night, regardless of outside weather conditions.

4. **GRANTOR** agrees to obtain the permission of **GRANTEE'S** Public Works Department or **GRANTEE** prior to placing or removing any fill dirt within the easement right-of-way and, in addition, in the event such permission is granted, **GRANTOR** agrees to perform any work necessary to modify the existing sanitary sewers and/or water lines and appurtenances, which work may be required prior to placing or removing any fill dirt within the easement right-of-way and all such work shall be done at the **GRANTOR'S** expense and without expense to **GRANTEE**.

5. **GRANTOR** agrees that the sole responsibility of **GRANTEE** for any surface restoration due to any construction, replacement, repair, or service work to the sanitary sewer and/or water lines by **GRANTEE** shall be limited to trench backfill compaction and placement of backfill material to existing grade by the **GRANTEE**.

6. HOLD HARMLESS AGREEMENT:

   - **GRANTOR** agrees that the owner or owners of the above-described property shall at all times fully relieve and save harmless **GRANTEE** and its authorized representatives for any and all property damages that may be caused within said easement right-of-way, such as, but not limited to, ruts or deep tracks in lawns, gardens, or flower beds, broken or crushed shrubs, bushes, hedges, trees or any other type of plantings; crushed, cracked, split or otherwise damaged, irrigation piping and appurtenances; and, any

other damage to any other type of object, material or equipment located within the easement right-of-way which cannot, with a minimum of human effort and within a few minutes time period, be removed from easement right-of-way by authorized representatives of **GRANTEE** in exercise of any of their rights under this easement right-of-way.

- **GRANTOR** agrees the owners of the above-described real property shall reimburse **GRANTEE** for any and all damage claims paid by **GRANTEE** for damages of any type or nature to any and all persons and entities in the event such damage results from or was caused to happen by such owner's failure to comply with any portion of the rights, restrictions, obligations or responsibilities contained in this agreement.

7. The Restrictions, Covenants, and Hold Harmless Agreements herein contained shall attach to and run with the land and shall bind the parties hereto and all persons claiming thereunder.

8. **GRANTOR** warrants and covenants that there are no liens or other encumbrances on the described tract or tracts.

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

IN WITNESS WHEREOF, GRANTOR has hereunto set their hand the day and year herein above written.

GRANTOR

James W. Boyer

JoAnn Boyer

STATE OF Montana)
: ss
County of Yellowstone)

On this 17 day of October, 2023 before me, a Notary Public in and for the State of Montana, personally appeared James W. Boyer and JoAnn Boyer, known to me to be the person who signed the foregoing instrument and who acknowledged to me that they have executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

ROSANNA SAUNDERS NOTARIAL SEAL STATE OF MONTANA

ROSANNA SAUNDERS
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
September 08, 2024

Notary Public in and for the State of Montana
Printed name: Rosanna Saunders
Residing at: Billings, MT
My commission expires: Sep 8, 2024

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

GRANTEE **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 duly executed the same on behalf of the City of Billings.

IN WITNESS WHEREOF, I have set my hand and affixed my Notarial Seal the day and year above written.

_____
Notary Public in and for the State of _____
Printed Name _____
Residing at _____
My commission expires _____

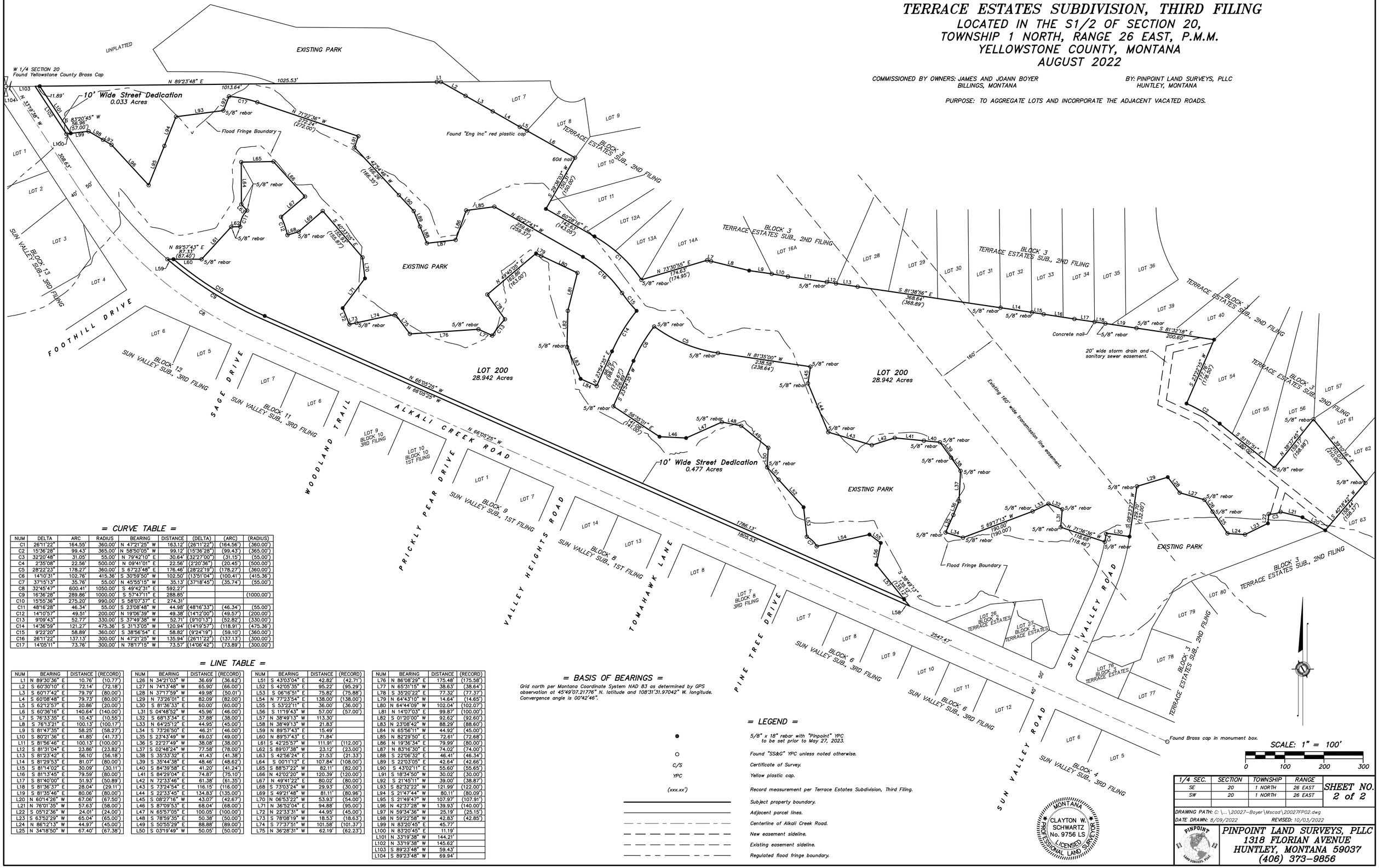
Exhibit A

PLAT OF
AMENDED PLAT OF BLOCK 1 AND A PORTION OF BLOCK 2 AND BLOCK 3, TERRACE ESTATES SUBDIVISION, THIRD FILING
LOCATED IN THE S1/2 OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 26 EAST, P.M.M. YELLOWSTONE COUNTY, MONTANA
AUGUST 2022

COMMISSIONED BY OWNERS: JAMES AND JOANN BOYER, BILLINGS, MONTANA

BY: PINPOINT LAND SURVEYS, PLLC, HUNTLEY, MONTANA

PURPOSE: TO AGGREGATE LOTS AND INCORPORATE THE ADJACENT VACATED ROADS.



= CURVE TABLE =

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE	(DELTA)	(ARC)	(RADIUS)
C1	26°11'22"	164.55'	360.00'	N 47°21'25" W	163.12'	(26°11'22")	(164.56')	(360.00')
C2	15°36'28"	99.43'	365.00'	N 58°50'05" W	99.12'	(15°36'28")	(99.43')	(365.00')
C3	32°20'48"	31.05'	55.00'	N 79°42'10" E	30.64'	(32°27'00")	(31.15')	(55.00')
C4	2°35'08"	22.56'	500.00'	N 09°41'01" E	22.56'	(2°20'36")	(20.45')	(500.00')
C5	28°22'23"	178.27'	360.00'	S 67°23'48" E	176.46'	(28°22'19")	(178.27')	(360.00')
C6	14°10'31"	102.76'	415.36'	S 30°59'50" W	102.50'	(13°51'04")	(100.41')	(415.36')
C7	37°15'13"	35.76'	55.00'	N 45°55'15" W	35.13'	(37°18'45")	(35.74')	(55.00')
C8	32°45'47"	600.41'	1050.00'	S 49°42'31" E	592.27'			
C9	16°36'28"	289.86'	1000.00'	S 57°47'11" E	288.85'			(1000.00')
C10	15°55'36"	275.20'	990.00'	S 58°07'37" E	274.31'			
C11	48°16'28"	46.34'	55.00'	S 23°08'48" W	44.98'	(48°16'33")	(46.34')	(55.00')
C12	14°10'57"	49.51'	200.00'	N 19°06'39" W	49.38'	(14°12'00")	(49.57')	(200.00')
C13	9°09'43"	52.77'	330.00'	S 37°49'38" W	52.71'	(9°10'13")	(52.82')	(330.00')
C14	14°36'59"	121.27'	475.36'	S 31°13'05" W	120.94'	(14°19'57")	(118.91')	(475.36')
C15	9°22'20"	58.89'	360.00'	S 38°56'54" E	58.82'	(9°24'19")	(59.10')	(360.00')
C16	26°11'22"	137.13'	300.00'	N 47°21'25" W	135.94'	(26°11'22")	(137.13')	(300.00')
C17	14°05'11"	73.76'	300.00'	N 78°17'15" W	73.57'	(14°06'42")	(73.89')	(300.00')

= LINE TABLE =

NUM	BEARING	DISTANCE	(RECORD)
L1	N 89°30'36" E	10.76'	(10.77')
L2	S 60°30'10" E	72.14'	(72.18')
L3	S 60°17'42" E	79.79'	(80.00')
L4	S 60°08'48" E	79.73'	(80.00')
L5	S 62°12'57" E	20.86'	(20.00')
L6	S 60°36'16" E	140.64'	(140.00')
L7	S 76°33'35" E	10.43'	(10.55')
L8	S 76°13'21" E	100.13'	(100.17')
L9	S 81°47'35" E	58.25'	(58.27')
L10	S 80°21'36" E	41.85'	(41.73')
L11	S 81°56'46" E	100.13'	(100.00')
L12	S 81°31'04" E	23.86'	(23.82')
L13	S 81°23'42" E	56.10'	(56.18')
L14	S 81°29'53" E	81.07'	(80.00')
L15	S 81°14'02" E	30.09'	(30.11')
L16	S 81°13'45" E	79.59'	(80.00')
L17	S 81°40'00" E	51.93'	(50.89')
L18	S 81°36'37" E	28.04'	(29.11')
L19	S 81°35'46" E	80.06'	(80.00')
L20	N 60°14'26" W	67.06'	(67.50')
L21	N 76°01'35" W	57.63'	(58.00')
L22	S 05°12'36" W	24.01'	(24.00')
L23	S 63°52'29" W	65.04'	(65.00')
L24	N 86°12'13" W	44.97'	(45.00')
L25	N 34°18'50" W	67.40'	(67.38')
L26	N 34°21'03" W	36.69'	(36.62')
L27	N 74°13'48" W	65.90'	(66.00')
L28	N 37°17'59" W	49.98'	(50.01')
L29	N 73°26'01" E	82.09'	(82.00')
L30	S 81°36'33" E	60.00'	(60.00')
L31	S 04°48'52" W	45.96'	(46.00')
L32	S 68°13'34" E	37.88'	(38.00')
L33	N 64°25'12" E	44.95'	(45.00')
L34	S 73°26'50" E	46.21'	(46.00')
L35	S 23°43'49" W	49.03'	(49.00')
L36	S 22°27'49" W	38.08'	(38.00')
L37	S 02°48'24" W	77.58'	(78.00')
L38	S 35°33'32" E	41.43'	(41.38')
L39	S 35°44'38" E	48.46'	(48.62')
L40	S 84°39'58" E	41.20'	(41.24')
L41	S 84°29'04" E	74.87'	(75.10')
L42	N 72°33'46" E	61.38'	(61.35')
L43	S 73°24'54" E	116.15'	(116.00')
L44	S 22°33'45" E	134.83'	(135.00')
L45	S 08°27'16" W	43.07'	(42.67')
L46	S 87°09'53" E	68.04'	(68.00')
L47	N 65°57'05" E	100.05'	(100.00')
L48	S 78°59'35" E	50.38'	(50.00')
L49	S 50°55'29" E	88.88'	(89.00')
L50	S 03°19'49" W	50.05'	(50.00')
L51	S 43°03'04" E	42.82'	(42.71')
L52	S 42°05'35" E	95.22'	(95.29')
L53	S 06°16'51" E	75.82'	(75.88')
L54	N 77°23'54" E	138.00'	(138.00')
L55	S 53°22'11" E	36.00'	(36.00')
L56	S 11°19'43" W	57.00'	(57.00')
L57	N 38°49'13" W	113.30'	
L58	N 38°49'13" W	21.83'	
L59	N 89°57'43" E	15.49'	
L60	N 89°57'43" E	71.84'	
L61	S 42°25'57" W	111.91'	(112.00')
L62	S 89°07'38" W	23.12'	(23.00')
L63	S 42°56'24" E	21.53'	(21.33')
L64	S 00°11'12" E	107.84'	(108.00')
L65	S 88°57'22" W	82.11'	(82.00')
L66	N 42°02'20" W	120.39'	(120.00')
L67	N 49°41'22" E	80.02'	(80.00')
L68	S 73°03'24" W	29.93'	(30.00')
L69	S 49°21'48" W	81.11'	(80.96')
L70	N 06°53'22" W	53.93'	(54.00')
L71	N 36°52'04" E	94.88'	(95.00')
L72	N 22°33'31" W	44.95'	(45.00')
L73	S 78°08'19" W	18.53'	(18.63')
L74	S 77°37'51" W	101.58'	(101.37')
L75	N 36°28'31" W	62.19'	(62.23')
L76	N 86°08'29" E	175.48'	(175.58')
L77	N 65°31'15" W	38.63'	(38.64')
L78	S 35°20'22" E	77.32'	(77.37')
L79	N 64°43'10" W	14.64'	(14.65')
L80	N 64°44'09" W	102.04'	(102.07')
L81	N 14°07'03" E	99.87'	(100.00')
L82	S 01°20'00" W	92.62'	(92.60')
L83	N 23°08'42" W	88.29'	(88.60')
L84	N 65°56'11" W	44.92'	(45.00')
L85	N 82°29'50" E	72.61'	(72.68')
L86	N 19°36'34" E	79.99'	(80.00')
L87	N 83°16'30" E	74.02'	(74.00')
L88	S 22°06'32" E	46.41'	(46.34')
L89	S 22°03'05" E	42.64'	(42.66')
L90	S 43°02'11" E	55.60'	(55.65')
L91	S 18°34'50" W	30.02'	(30.00')
L92	S 21°45'11" W	39.00'	(38.87')
L93	S 82°32'22" W	121.99'	(122.00')
L94	S 21°47'44" W	80.11'	(80.09')
L95	S 21°49'47" W	107.97'	(107.91')
L96	N 42°37'28" W	139.93'	(140.00')
L97	N 59°34'36" W	25.19'	(25.15')
L98	N 59°22'58" W	42.83'	(42.85')
L99	N 83°20'45" E	45.77'	
L100	N 83°20'45" E	11.19'	
L101	N 33°19'38" W	144.21'	
L102	N 33°19'38" W	145.62'	
L103	S 89°23'48" W	59.43'	
L104	S 89°23'48" W	69.94'	

= BASIS OF BEARINGS =

Grid north per Montana Coordinate System NAD 83 as determined by GPS observation at 45°49'07.21776" N. latitude and 108°31'31.97042" W. longitude. Convergence angle is 00°42'46".

= LEGEND =

- ● 5/8" x 18" rebar with "Pinpoint" YPC to be set prior to May 27, 2023.
- ○ Found "SS&G" YPC unless noted otherwise.
- C/S Certificate of Survey.
- YPC Yellow plastic cap.
- (xxx.xx') Record measurement per Terrace Estates Subdivision, Third Filing.
- Subject property boundary.
- Adjacent parcel lines.
- Centerline of Alkali Creek Road.
- New easement sideline.
- Existing easement sideline.
- Regulated flood fringe boundary.

MONTANA
CLAYTON W. SCHWARTZ
No. 9756 LS
LICENSED PROFESSIONAL LAND SURVEYOR

1/4 SEC.	SECTION	TOWNSHIP	RANGE	SHEET NO.
SE	20	1 NORTH	26 EAST	2 of 2
SW	20	1 NORTH	26 EAST	

DRAWING PATH: C: \...\20027-Boyer\Mscad\20027FP02.dwg
DATE DRAWN: 8/09/2022 REVISED: 10/03/2022

PINPOINT LAND SURVEYS, PLLC
1318 FLORIAN AVENUE
HUNTLEY, MONTANA 59037
(406) 373-9856

City Council Regular

Date:	12/12/2022
Title:	Amended St. Vincent Healthcare Subdivision - Final plat
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council approve the final plat and SIA of Amended St. Vincent Healthcare Subdivision.

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

On November 7, 2022, Sanderson Stewart applied for final plat approval for Amended St. Vincent Healthcare Subdivision. The proposed subdivision creates 1 lot from vacation of Lots 1A and 3 - 8 of Block 2, Lots 2 - 8 of Block 3, Lost 1 and 2A1 of Block 4 and a portion of Marillac Street Right-of-way has been vacated. The overall goal is for re-subdivision. The subject property is generally located south of Rocky Vista Way and west of Shiloh Road. The property is zoned Planned Unit Development (PUD). Staff finds the final plat meets the criteria outlined in 76-3-611.

ALTERNATIVES

The City Council may approve, conditionally approve or disapprove the final plat of Amended St. Vincent Healthcare 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.

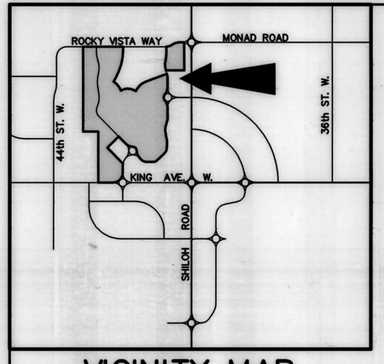
Staff finds the final plat meets the criteria outlined in 76-3-611 above. Further the applicant has demonstrated that the conditions of approval for preliminary plat have been met.

FISCAL EFFECTS

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

Attachments

Final Plat
Final SIA
Conditions of Approval



VICINITY MAP
NOT TO SCALE

PLAT OF

AMENDED ST. VINCENT HEALTHCARE SUBDIVISION

BEING A VACATION OF LOTS 1A & 3–8 OF BLOCK 2, LOTS 2–8 OF BLOCK 3, LOTS 1 & 2A1 OF BLOCK 4, AND A PORTION OF VACATED MARILLAC STREET RIGHT–OF–WAY (PER RESOLUTION 22–1060, DOC. #4027755), ALL WITHIN 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–MONTANA

PREPARED BY : SANDERSON STEWART

OCTOBER, 2022

BILLINGS, MONTANA

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 CITY ATTORNEY

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

Date: _____

Reviewed by: _____

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76–3–611(1)(b)/76–3–207(3), M.C.A.

Date: _____

Yellowstone County Treasurer

By: _____
Deputy

SUBDIVISION IMPROVEMENTS AGREEMENT

Document No.: _____

CONSENT TO PLATTING

Document No.: _____

RESERVED FOR CLERK AND RECORDER

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 July, 2022, a survey was performed under his supervision of a tract of land 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, being:

Lots 3–8 of Block 2, Lots 2–8 of Block 3, Lot 1 of Block 4, and a portion of vacated Marillac Street right–of–way, all within St. Vincent Healthcare Subdivision, according to the official plat on file in the office of the clerk and recorder of said county, under Document No. 3707746; and

Lot 1A of the Amended Plat of Lots 1 & 2, Block 2, St. Vincent Healthcare Subdivision, Document No. 3845745; and

Lot 2A1 of the Amended Plat of Lot 2A of Amended Plat of Lots 2 & 3, Block 4, St. Vincent Healthcare Subdivision, Document No. 4017536;

said tract being more particularly described as follows, to wit:

Beginning at a point which is the northwest corner of Block 2 of said St. Vincent Healthcare Subdivision; thence, from said Point of Beginning, S 89°34'36" E a distance of 210.08 feet; thence along a curve to the right with a central angle of 89°33'45", a radius of 20.00 feet, and a length of 31.26 feet (chord bears S 44°47'44" E a distance of 28.18 feet); thence S 82°01'55" E a distance of 70.68 feet; thence along a non–tangent curve to the right with a central angle of 90°22'20", a radius of 20.00 feet, and a length of 31.55 feet (chord bears N 45°14'12" E a distance of 28.38 feet); thence S 89°34'36" E a distance of 440.00 feet; thence S 00°25'24" W a distance of 18.08 feet; thence along a curve to the right with a central angle of 30°23'31", a radius of 1100.00 feet, and a length of 583.49 feet (chord bears S 15°37'09" W a distance of 576.67 feet); thence S 30°48'55" W a distance of 52.46 feet; thence along a non–tangent curve to the right with a central angle of 38°40'52", a radius of 325.00 feet, and a length of 219.41 feet (chord bears S 38°57'44" E a distance of 215.27 feet); thence along a non–tangent curve to the right with a central angle of 62°06'58", a radius of 277.48 feet, and a length of 300.83 feet (chord bears S 88°09'16" E a distance of 286.31 feet); thence along a non–tangent curve to the right with a central angle of 45°25'27", a radius of 325.00 feet, and a length of 257.66 feet (chord bears N 46°36'11" E a distance of 250.97 feet); thence N 69°18'55" E a distance of 406.52 feet; thence along a non–tangent curve to the right with a central angle of 29°09'23", a radius of 430.00 feet, and a length of 218.82 feet (chord bears S 06°06'24" E a distance of 216.46 feet); thence along a curve to the left with a central angle of 4°18'31", a radius of 1635.00 feet, and a length of 122.95 feet (chord bears S 06°19'02" W a distance of 122.92 feet); thence along a curve to the right with a central angle of 85°48'54", a radius of 80.00 feet, and a length of 119.82 feet (chord bears S 47°04'14" W a distance of 108.93 feet); thence S 00°14'16" W a distance of 90.00 feet; thence along a non–tangent curve to the right with a central angle of 86°00'06", a radius of 80.00 feet, and a length of 120.08 feet (chord bears S 47°01'16" E a distance of 109.12 feet); thence along a curve to the left with a central angle of 3°48'39", a radius of 1635.00 feet, and a length of 108.75 feet (chord bears S 05°55'33" E a distance of 108.73 feet); thence along a curve to the right with a central angle of 27°28'40", a radius of 430.00 feet, and a length of 206.22 feet (chord bears S 05°54'28" W a distance of 204.25 feet); thence along a curve to the left with a central angle of 36°34'09", a radius of 470.00 feet, and a length of 299.98 feet (chord bears S 01°21'43" W a distance of 294.91 feet); thence along a curve to the right with a central angle of 16°54'30", a radius of 300.00 feet, and a length of 88.53 feet (chord bears S 08°28'06" E a distance of 88.21 feet); thence S 00°00'51" E a distance of 90.15 feet; thence along a curve to the right with a central angle of 45°13'49", a radius of 140.00 feet, and a length of 110.52 feet (chord bears S 22°36'03" W a distance of 107.67 feet); thence S 45°12'57" W a distance of 192.75 feet; thence along a curve to the right with a central angle of 45°13'48", a radius of 140.00 feet, and a length of 110.52 feet (chord bears S 67°49'52" W a distance of 107.67 feet); thence N 89°33'14" W a distance of 55.93 feet; thence along a curve to the right with a central angle of 44°46'12", a radius of 145.00 feet, and a length of 113.30 feet (chord bears N 67°10'08" W a distance of 110.44 feet); thence N 44°47'03" W a distance of 104.05 feet; thence along a curve to the right with a central angle of 90°00'00", a radius of 75.00 feet, and a length of 117.81 feet (chord bears N 00°12'57" E a distance of 106.07 feet); thence N 45°12'57" E a distance of 15.00 feet; thence N 44°47'03" W a distance of 90.00 feet; thence along a non–tangent curve to the right with a central angle of 90°00'00", a radius of 90.00 feet, and a length of 141.37 feet (chord bears N 89°47'03" W a distance of 127.28 feet); thence N 44°47'03" W a distance of 264.83 feet; thence S 45°12'57" W a distance of 332.89 feet; thence S 44°46'54" E a distance of 379.31 feet; thence along a non–tangent curve to the left with a central angle of 17°47'32", a radius of 225.00 feet, and a length of 69.87 feet (chord bears S 09°20'32" W a distance of 69.59 feet); thence S 00°26'46" W a distance of 179.20 feet; thence S 72°10'31" W a distance of 255.18 feet; thence N 89°33'14" W a distance of 180.45 feet; thence N 00°03'00" W a distance of 896.52 feet; thence N 89°30'00" W a distance of 285.00 feet; thence N 00°03'00" W a distance of 1572.26 feet to said Point of Beginning; having a gross & net area of 2,504,073 square feet (57.4856 acres), more or less;

and

Beginning at a point being the northeast corner of Lot 2A–2 of Block 4 of said St. Vincent Healthcare Subdivision; thence, from said Point of Beginning, S 89°58'49" W a distance of 294.40 feet; thence along a non–tangent curve to the right with a central angle of 31°07'03", a radius of 400.00 feet, and a length of 217.24 feet (chord bears N 01°50'59" E a distance of 214.58 feet); thence along a curve to the left with a central angle of 17°25'22", a radius of 370.00 feet, and a length of 112.51 feet (chord bears N 08°41'50" E a distance of 112.08 feet); thence N 00°00'51" W a distance of 69.59 feet; thence along a curve to the right with a central angle of 77°27'40", a radius of 20.00 feet, and a length of 27.04 feet (chord bears N 38°42'59" E a distance of 25.03 feet); thence along a curve to the left with a central angle of 8°16'27", a radius of 513.00 feet, and a length of 74.08 feet (chord bears N 73°18'35" E a distance of 74.02 feet); thence along a curve to the right with a central angle of 9°38'31", a radius of 987.00 feet, and a length of 166.10 feet (chord bears N 74°00'51" E a distance of 165.90 feet); thence along a curve to the right with a central angle of 11°08'41", a radius of 100.00 feet, and a length of 19.45 feet (chord bears N 84°24'27" E a distance of 19.42 feet); thence N 89°58'48" E a distance of 4.99 feet; thence S 00°01'19" E a distance of 483.12 feet to said Point of Beginning; having a gross & net area of 128,847 square feet (2.9579 acres), more or less;

total area of said tract being 2,632,920 square feet (60.4435 acres), more or less.

That the monuments found and set are of the character and occupy the positions shown hereon, that said survey and the plat hereof shows true and correct dimensions and that the plat conforms with the work on the ground.

SANDERSON STEWART

By: _____

Montana License No. 18972LS

Date: November 28, 2022

MONTANA
MICHAEL DEAN BERTRAM 18972LS LICENSED
PROFESSIONAL LAND SURVEYOR

PURPOSE OF SURVEY: VACATE A PORTION OF AN EXISTING SUBDIVSION

The undersigned hereby certify that the purpose of this survey is to vacate a portion of an existing subdivision pursuant to M.C.A. 76–3–305 which states that "Any plat prepared and recorded as provided in this part may be vacated either in whole or in part as provided by 7–5–2501, 7–5–2502, 7–14–2616(1) and (2), 7–14–2617, 7–14–4114(1) and (2), and 7–14–4115. Upon vacation, the governing body or the district court, as provided in 7–5–2502, shall determine to which properties the title to the streets and alleys of the vacated portions must revert. The governing body or the district court, as provided in 7–5–2502, shall take into consideration the previous platting; the manner in which the right–of–way was originally dedicated, granted, or conveyed; the reasons stated in the petition requesting the vacation; the parties requesting the vacation; and any agreements between the adjacent property owners regarding the use of the vacated area. The title to the streets and alleys of the vacated portions may revert to one or more of the owners of the properties within the platted area adjacent to the vacated portions."

Said resultant tract to be known and designated as AMENDED ST. VINCENT HEALTHCARE SUBDIVISION.

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

By: _____

Title: Vice President

STATE OF Colorado)
:ss
County of Broomfield)

On this 22nd day of November, 20 22, before me, the undersigned Notary Public for the State of Colorado, personally appeared Barbara Jahn, known to me to be the person who signed the foregoing instrument as Vice President 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 Colorado

MAX STICH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004573
MY COMMISSION EXPIRES JANUARY 26, 2026

GLACIER BANK

By: _____

Title: President

STATE OF Montana)
:ss
County of Yellowstone)

On this 15th day of November, 20 22, before me, the undersigned Notary Public for the State of Montana, personally appeared Michael Seppala, known to me to be the person who signed the foregoing instrument as President of GLACIER BANK, 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 Montana

BRITTANY CECIL NOTARIAL SEAL STATE OF MONTANA
BRITTANY CECIL
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
April 06, 2025

NOTICE OF APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

This plat has been approved for filing by the Yellowstone County Board of Planning and conforms to the recommendations of this board.

_____ _____
Date President

_____
Executive Secretary

CERTIFICATE OF APPROVAL: CITY COUNCIL

STATE OF MONTANA)
:ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing AMENDED 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

PLAT OF

AMENDED ST. VINCENT HEALTHCARE SUBDIVISION

BEING A VACATION OF LOTS 1A & 3–8 OF BLOCK 2, LOTS 2–8 OF BLOCK 3, LOTS 1 & 2A1 OF BLOCK 4, AND A PORTION OF VACATED MARILLAC STREET RIGHT–OF–WAY (PER RESOLUTION 22–1060, DOC. #4027755), ALL WITHIN 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–MONTANA

PREPARED BY : SANDERSON STEWART

OCTOBER, 2022

BILLINGS, MONTANA

BASIS OF BEARING: THE BASIS OF BEARINGS FOR THIS SURVEY HAS BEEN DERIVED FROM GPS OBSERVATIONS AND IS BASED ON A NAD 83, LAMBERT CONFORMAL CONIC, SINGLE PARALLEL, LOW DISTORTION PROJECTION FOR THE CITY OF BILLINGS; HAVING A POINT OF ORIGIN AT 45°47'00"N LATITUDE AND 108°25'00"W LONGITUDE WITH A SCALE FACTOR OF 1.0001515. THE GRID TO GROUND COMBINED SCALE FACTOR AT THE NW CORNER OF BLOCK 2 (P.O.B. #1) IS 0.9999981; THE CONVERGENCE ANGLE IS –0°08'59". DISTANCES ARE INTERNATIONAL FEET. FOR THIS SURVEY, GRID DISTANCE IS ESSENTIALLY EQUAL TO GROUND DISTANCE.

○ FOUND SURVEY MONUMENT, REBAR WITH YELLOW CAP MARKED "SANDERSON STEWART", OR AS NOTED

NOTE: ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.

CERTIFICATE OF SURVEY No. 2828

CERTIFICATE OF SURVEY No. 3358

TR. 1

TR. 2

TR. 2A

SHILOH DRAIN R/W

DEDICATED PUBLIC RIGHT–OF–WAY

ROCKY VISTA WAY

POINT OF BEGINNING #1: NW CORNER, BLOCK 2

Δ=89°33'45" R=20.00' L=31.26' CHORD S44°47'44"E 28.18'

Δ=90°22'20" R=20.00' L=31.55' CHORD N45°14'12"E 28.38'

56'

74'

S 89°34'36" E 210.08'

S 89°34'36" E 440.00'

R1

R2

S 82°01'55" E 70.68'

8' WIDE UTILITY EASEMENT

8' WIDE SIDEWALK EASEMENT

SIGN EASEMENT

S 00°25'24" W 18.08'

N 00°00'51" W 69.59'

Δ=77°27'40" R=20.00' L=27.04' CHORD N38°42'59"E 25.03'

Δ=8°16'27" R=513.00' L=74.08' CHORD N73°18'35"E 74.02'

Δ=9°38'31" R=987.00' L=166.10' CHORD N74°00'51"E 165.90'

Δ=11°08'41" R=100.00' L=19.45' CHORD N84°24'27"E 19.42'

N 89°58'48" E 4.99'

E1/4 COR, SECT. 10, T1S, R25E, PMM.

1' WIDE NO ACCESS STRIP

ORIGINAL LOT 1 (PRIVATE PARK)

Δ=17°25'22" R=370.00' L=112.51' CHORD N08°41'50"E 112.08'

483.12'

60'

1A1

ORIGINAL LOT 8

– BLOCK 1 –

Δ=30°23'31" R=1100.00' L=583.49' CHORD S15°37'09"W 576.67'

NORTH

100 50 0 100 200

SCALE: 1" = 100'

LOT 2A 2.9579 AC

Δ=31°07'03" R=400.00' L=217.24' CHORD N01°50'59"E 214.58'

– BLOCK 4 –

ORIGINAL LOT 2A–1

EXISTING 12' WIDE UTILITY EASEMENT

20' WIDE MULTI–USE PATH EASEMENT (TYPICAL)

ST. VINCENT HEALTHCARE SUBDIVISION

S 89°58'49" W 294.40'

POINT OF BEGINNING #2: NE CORNER, LOT 2A–2

2A–2

(UTILITY LOT) 5

ST. VINCENT

1572.26'

1A4

ORIGINAL LOT 7

– BLOCK 2 –

15' WIDE SANITARY SEWER EASEMENT

1A

– BLOCK 3 –

15' WIDE STORM DRAINAGE EASEMENT

N 69°18'55" E 406.52'

Δ=29°09'23" R=430.00' L=218.82' CHORD S06°06'24"E 216.46'

STREET

70'

3A

– BLOCK 4 –

HEALTHCARE SUB. 4 (PRIVATE PARK)

DEDICATED PUBLIC RIGHT–OF–WAY

FILING

S 30°48'55" W 52.46'

EXISTING 10' WIDE JOINT USE UTILITY R.O.W. EASEMENT, DOCUMENT No. 4024805

Δ=38°40'52" R=325.00' L=219.41' CHORD S38°57'44"E 215.27'

Δ=62°06'58" R=277.48' L=300.83' CHORD S88°09'16"E 286.31'

Δ=45°25'27" R=325.00' L=257.66' CHORD N46°36'11"E 250.97'

Δ=4°18'31" R=1635.00' L=122.95' CHORD S06°19'02"W 122.92'

ORIGINAL LOT 6

ORIGINAL LOT 7

ORIGINAL LOT 2

ORIGINAL LOT 4

ORIGINAL LOT 3

ORIGINAL LOT 5

ORIGINAL LOT 1A

Δ=85°48'54" R=80.00' L=119.82' CHORD S47°04'14"W 108.93'

S 00°14'16" W 90.00'

1' WIDE NO ACCESS STRIP

SAINT VINCENT WAY

Δ=86°00'06" R=80.00' L=120.08' CHORD S47°01'16"E 109.12'

SIDEWALK EASEMENT

Δ=3°48'39" R=1635.00' L=108.75' CHORD S05°55'33"E 108.73'

Δ=27°28'40" R=430.00' L=206.22' CHORD S05°54'28"W 204.25'

8' WIDE UTILITY EASEMENT

CHAPPLE

8 (UTILITY LOT)

3A–1

HEALTHCARE SUB.

Δ=36°34'09" R=470.00' L=299.98' CHORD S01°21'43"W 294.91'

– BLOCK 1 –

4A

Δ=16°54'30" R=300.00' L=88.53' CHORD S08°28'06"E 88.21'

1' WIDE CONTROLLED ACCESS STRIP

SHILOH SOUTH DEDICATED PUBLIC RIGHT–OF–WAY

SUBDIVISION

FIRST

N 00°03'00" W

1' WIDE NO ACCESS STRIP

S 00°00'51" E 90.15'

Δ=45°13'49" R=140.00' L=110.52' CHORD S22°36'03"W 107.67'

4B

1 (PRIVATE PARK)

8' WIDE SIDEWALK EASEMENT

SIGN EASEMENT

20' WIDE MULTI–USE PATH EASEMENT (TYPICAL)

Δ=90°00'00" R=90.00' L=141.37' CHORD N89°47'03"W 127.28'

N 44°47'03" W 264.83'

S 45°12'57" W 332.89'

MARILLAC STREET

70'

VACATED MARILLAC STREET RESOLUTION 22–1060, DOC. #4027755

EXISTING 50' WIDE RECIPROCAL ACCESS EASEMENT FOR VEHICULAR & PEDESTRIAN ACCESS, DOCUMENT No. 3707752

EXISTING 15' WIDE PEDESTRIAN & BICYCLE EASEMENT, DOCUMENT No. 3707752

EXISTING 12' WIDE UTILITY EASEMENT

N 89°30'00" W 285.00'

AM. CERT. 3125 TR. 2A

C/S 2064

15' WIDE COMMON AREA AND LANDSCAPE BUFFER EASEMENT

EXISTING 25' WIDE COMMON AREA EASEMENT FOR BERM & LANDSCAPE BUFFER

– BLOCK 2 –

2A

ST. VINCENT HEALTHCARE SUB.

N 45°12'57" E 15.00'

Δ=90°00'00" R=75.00' L=117.81' CHORD N00°12'57"E 106.07'

N 44°47'03" W 90.00'

N 44°47'03" W 104.05'

S 45°12'57" W 192.75'

SIDEWALK EASEMENT

1' WIDE NO ACCESS STRIP

896.52'

N 00°03'00" W

S 44°46'54" E 379.31'

EXISTING 8' WIDE UTILITY EASEMENT

MARY WAY

HENRY

20' WIDE MULTI–USE PATH AND STORM DRAIN EASEMENT

Δ=44°46'12" R=145.00' L=113.30' CHORD N67°10'08"W 110.44'

N89°33'14"W 55.93'

Δ=45°13'48" R=140.00' L=110.52' CHORD S67°49'52"W 107.67'

EXISTING 8' WIDE SIDEWALK EASEMENT

EXISTING 8' WIDE WIDE SIDEWALK EASEMENT

Δ=17°47'32" R=225.00' L=69.87' CHORD S09°20'32"W 69.59'

1' WIDE NO ACCESS STRIP

EXISTING 12' WIDE UTILITY EASEMENT

179.20'

90'

S 00°26'46" W

SIGN EASEMENT

EXISTING 25' WIDE COMMON AREA EASEMENT FOR SIDEWALK & LANDSCAPE BUFFER

EXISTING 32' WIDE COMMON AREA EASEMENT FOR SIDEWALK & LANDSCAPE BUFFER

EXISTING 1' WIDE NO ACCESS STRIP

EXISTING 8' WIDE UTILITY EASEMENT

EXISTING 12' WIDE UTILITY EASEMENT

S 72°10'31" W 255.18'

N 89°33'14" W 180.45'

64.6'

C/S 1400 TR. 1

AM. CERT. 3125 TR. 2A

– BLOCK 1 –

6A–1

6A–2

6A–3

5A

ST. VINCENT HEALTHCARE SUBDIVISION

EXISTING 32' WIDE COMMON AREA EASEMENT FOR SIDEWALK & LANDSCAPE BUFFER

EXISTING 44' WIDE RECIPROCAL ACCESS EASEMENT

1' WIDE CONTROLLED ACCESS STRIP

20' WIDE TRAIL EASEMENT

10' WIDE UTILITY EASEMENT

12' WIDE UTILITY EASEMENT

EXISTING 1' WIDE NO ACCESS STRIP

SAINT

KING AVENUE WEST

SE COR, SECT. 10, T1S, R25E, PMM.

15A 14A 13 12 11 10A 9A–2

MONTANA SAPPHIRE SUBDIVISION

RADIAL TABLE

Radial #	Bearing
R1	N 89°58'54" E
R2	N 89°56'58" W
R3	N 31°41'49" E
R4	S 76°17'28" W
R5	N 71°45'40" W

RESERVED FOR CLERK AND RECORDER

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 PLAT OF AMENDED ST. VINCENT HEALTHCARE SUBDIVISION

CITY OF BILLINGS

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Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

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

AMENDED 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 500 Eldorado Blvd, Ste 4300, Broomfield, CO 80021, hereinafter referred to as "Subdivider,", **GLACIER BANK** whose address for the purpose of this agreement is 2812 1st Avenue North, Billings Montana 59101, hereinafter referred to as "Subdivider,", and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of Amended St. Vincent Healthcare Subdivision, hereafter referred to as "the subdivision", located in the City of Billings, Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on the ____ day of _____ 2022, the City Council conditionally approved a preliminary plat of the Subdivision; and

WHEREAS, this plat is being completed in conjunction with the vacation and subsequent realignment of Marillac Street and the replat of St. Vincent Healthcare Subdivision, Second Filing; and

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

WHEREAS, the provisions of this agreement shall be effective and applicable to 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

No Variances are being requested with this subdivision.

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 and will include the new alignment and dedication of Marillac Street. Saint Mary Way and Henry Chapple Street are developed rights-of-way. Marillac Street improvements are included in the St. Vincent Healthcare Subdivision, Second Filing plat. All improvements are included in the Waiver of Right to Protest Future Special Improvement Districts.

B. Sidewalks

City and the Subdivider agree that the developer will install accessibility ramps at time of private contract construction. Individual lot owners will be responsible for the construction of the five-foot wide boulevard sidewalks adjacent to their lot at the time of lot construction. The City reserves the right to construct any missing sidewalk and assess the property owners three years after construction of a phase.

Individual lot owners will be responsible for the construction of the multi-use paths adjacent to their lot at the time of initial construction. Each lot owner shall be responsible for building the ten (10) foot wide Multi-Use Paths (in the Easement Area reflected on the plat) in the

Easement Area appurtenant to each owner's lot, as provided in the Planned Development Agreement for the Subdivision.

C. Street Lighting

City and Subdivider agree that streetlights will be installed in the boulevard area within the right-of-way along both sides of St. Mary Way, St. Vincent Way, Henry Chapple Street, Marillac Street, and Rocky Vista Way. Subdivider has created a City of Billings street light maintenance district for construction, operation, and maintenance prior to the installation of the street lights.

City and Subdivider agree that the streetlights shall be designed to meet City of Billings' standards and that said design will be reviewed by the City Engineer. However, Subdivider reserves the right to choose fixture and pole types of the streetlights. City and Subdivider agree that fixture and pole types will be determined by mutual agreement between the two parties.

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

Access to this subdivision is provided by connecting Marillac Street to Rocky Vista Way at Marillac's north end and to Saint Mary Way and Henry Chapple Street at Marillac's south end. Lots fronting Henry Chapple Street will have access from Henry Chapple Street and from Saint Vincent Way to Monad Road, Saint Mary Way to King Avenue West and to Monad Road via Rocky Vista Way.

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

Water and sanitary sewer lines shall be sized and installed in conformance with the City design standards and specifications and the rules and regulations of the City of Billings.

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department, Distribution and Collection Division. The extension/connection of/to water mains and sanitary sewers are subject to the approval of the applications and the conditions of approval.

Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications. The appropriate water and wastewater fees in effect shall be submitted with the applications.

The developer/owner acknowledges that the subdivision shall be subject to the applicable system development fees in effect at the time new water and sanitary sewer service connections are made.

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

A. Water

The water mains within the subdivision will make looped connections whenever possible. Fire hydrants will be provided at all appropriate locations and will be subject to approval by the City of Billings Fire Department. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. Each lot shall be provided with its own separate water service. All water construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution, and Collection Division.

B. Sanitary Sewer

The subdivision will be served by the extension of lateral sanitary sewer lines in the public streets. All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution, and Collection Division.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be placed in designated easements outside of the right-of-way, where possible, and shall be installed underground prior to surface

improvements. The location of all such facilities shall be subject to approval of the City Engineer.

VII. PARKS/OPEN SPACE

This is a replat of existing subdivided land. No additional lands are being included and none of the uses anticipated within the platted area are considered residential in nature. As such, there are no park contributions anticipated in this re-platting and only reconfiguration of existing open spaces that were created in the original platting.

VIII. IRRIGATION

Various lateral irrigation supply and waste ditches traverse the property. These ditches are serving the agricultural needs of this and other upstream property and will be continued in service as development progresses.

The Sisters of Charity of Leavenworth Health System, Inc. will retain its shares in the irrigation district serving St. Vincent Healthcare Subdivision for continued agricultural purposes and for future landscaping irrigation and watercourse recharge needs.

IX. SOILS/GEOTECHNICAL STUDY

The Subdivider has performed a preliminary geotechnical analysis for this property in accordance with City Subdivision Regulations and there are several area geotechnical reports that have been completed in the earlier phases of the development.

It is recommended that owners, purchasers, realtors, builders or developers fully familiarize themselves with the information contained in this report prior to any design or construction.

X. PHASING OF IMPROVEMENTS

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

XI. FINANCIAL GUARANTEES

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

contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

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

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

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

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

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

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

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

"SUBDIVIDER" **SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM INC.**

By: _____

Its: Vice President

STATE OF Colorado)
:ss
County of Broomfield)

On this 22nd day of November, 2022, before me, the undersigned Notary Public for the State of Colorado, personally appeared Barbara Jahn, known to me to be the person who signed the foregoing instrument as Vice President 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 Colorado
Printed name: Max Stich
Residing at: Denver
My commission expires: 1·26·2026

MAX STICH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004573
MY COMMISSION EXPIRES JANUARY 26, 2026

"SUBDIVIDER" **GLACIER BANK**

By: Michael Seppala

Its: President

STATE OF Montana)
:ss
County of Yellowstone)

On this 15th day of November, 2022, before me, the undersigned Notary Public for the State of Montana, personally appeared Michael Seppala, known to me to be the person who signed the foregoing instrument as President of Glacier Bank 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 MT
Printed name: Brittany Cecil
Residing at: Billings, MT
My commission expires: April 6, 2025

BRITTANY CECIL NOTARIAL SEAL STATE OF MONTANA

BRITTANY CECIL
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
April 06, 2025

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 _____
Printed name: _____
Residing at: _____
My commission expires: _____

Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

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.

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

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

Plat of Amended St. Vincent Healthcare Subdivision

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

SUBDIVIDER/OWNER

SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM INC.

By: _____

Its: Vice President

STATE OF Colorado)
: ss
County of Broomfield)

On this 22nd day of November, 2022, before me, a Notary Public in and for the State of Colorado, personally appeared Barbara Jahn, known to me to be the person who executed the foregoing instrument as the Vice President of **SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM INC.** and acknowledged to me that he/she executed the same.

IN WITNESS WHEROF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____

Notary Public in and for the State of Colorado
Printed name: max Stich
Residing at: Denver
My commission expires: 1·26·2026

MAX STICH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004573
MY COMMISSION EXPIRES JANUARY 26, 2026

SUBDIVIDER/OWNER

GLACIER BANK

By: Michael Seppala

Its: President

STATE OF Montana)
:ss
County of Yellowstone)

On this 15th day of November, 2022, before me, a Notary Public in and for the State of Montana, personally appeared Michael Seppala, known to me to be the person who executed the foregoing instrument as the President of **GLACIER BANK** and acknowledged to me that he/she executed the same.

IN WITNESS WHEROF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Notary Public in and for the State of MT
Printed name: Brittany Cecil
Residing at: Billings, MT
My commission expires: April 6, 2025

BRITTANY CECIL NOTARIAL SEAL STATE OF MONTANA

BRITTANY CECIL
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
April 06, 2025

DocuSign Envelope ID: 4A7E2FBC-1383-4831-977B-9331D0B412BB

CITY OF
Billings
MAYOR'S OFFFICE

Bill Cole, Mayor
P.O. Box 1178
Billings, MT 59103
P 406.657.8296
F 406.657.8390

August 22, 2022

John Halverson
Sanderson Stewart Engineering, Inc.
1300 N Transtech Way
Billings, MT 59102

Dear Applicant/Engineer:

On August 22, 2022, the Billings City Council conditionally approved the preliminary plat of Amended St. Vincent Healthcare Subdivision, subject to the following conditions of approval:

1. To ensure the vacation of public streets previously platted, prior to final plat approval, the applicant will complete the road vacation process with City of Billings Engineering Department.

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 Hunter Kelly at (406) 247-8613 or by email at kellyh@billingsmt.gov

Sincerely,

DocuSigned by:
William A Cole
3CA1[illegible]

William A. Cole, Mayor

City Council Regular

Date:	12/12/2022
Title:	St. Vincent Subdivision, 2nd Filing - Final plat
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council approve the final plat and SIA of St. Vincent Healthcare Subdivision, 2nd Filing.

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

On November 7, 2022, Sanderson Stewart applied for final major plat approval for St. Vincent Healthcare Subdivision, 2nd Filing. The proposed subdivision creates 27 lots for development. The subject property is generally located south of Rocky Vista Way and west of Shiloh Road. The property is zoned Planned Unit Development (PUD). Staff finds the final plat meets the criteria outlined in 76-3-611.

ALTERNATIVES

The City Council may approve, conditionally approve or disapprove the final plat of St. Vincent Healthcare Subdivision, 2nd Filing. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met. The criteria are as follows:

76-3-611. Review of final plat.
(1) The governing body or the agent or agency designated by the governing body shall examine each final plat, and the governing body shall approve the plat only if:
(a) it conforms to the conditions of approval set forth on the preliminary plat and to the terms of this chapter and (local) regulations adopted pursuant to this chapter; and
(b) the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid.

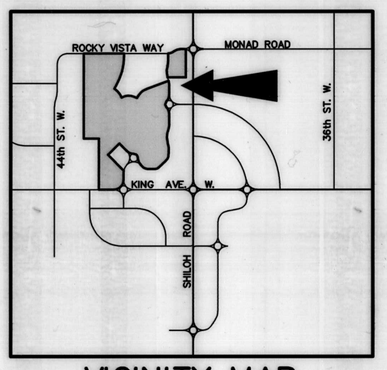
Staff finds the final plat meets the criteria outlined in 76-3-611 above. Further, the applicant has demonstrated all conditions of approval have been met.

FISCAL EFFECTS

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

Attachments

Final Plat
Final SIA
Conditions of Approval



VICINITY MAP

NOT TO SCALE

PLAT OF

ST. VINCENT HEALTHCARE SUBDIVISION, SECOND FILING

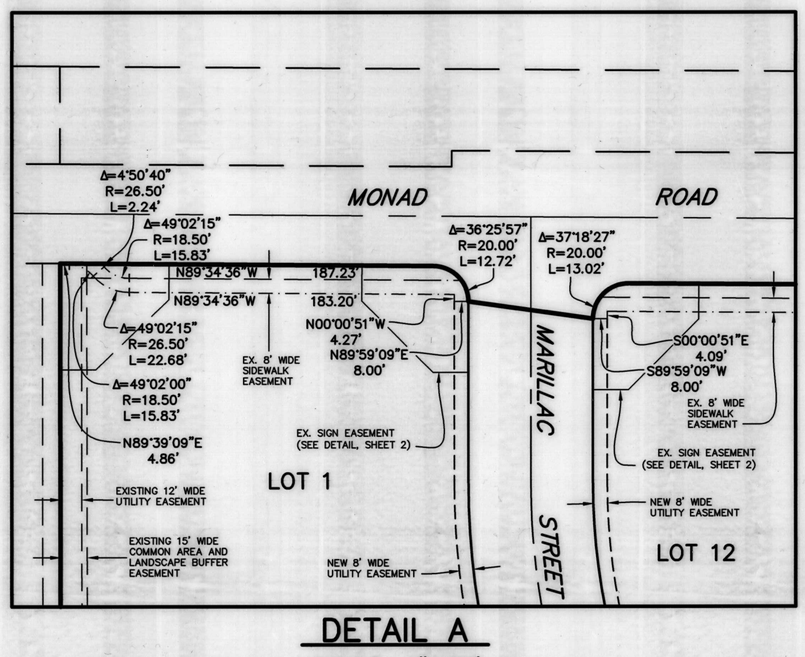
BEING LOTS 1A, BLOCK 3 AND 2A, BLOCK 4 OF AMENDED ST. VINCENT HEALTHCARE SUBDIVISION, SITUATED IN THE SE1/4 OF SECTION 10, T. 1 S., R. 25 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : SCL HEALTH-MONTANA

PREPARED BY : SANDERSON STEWART

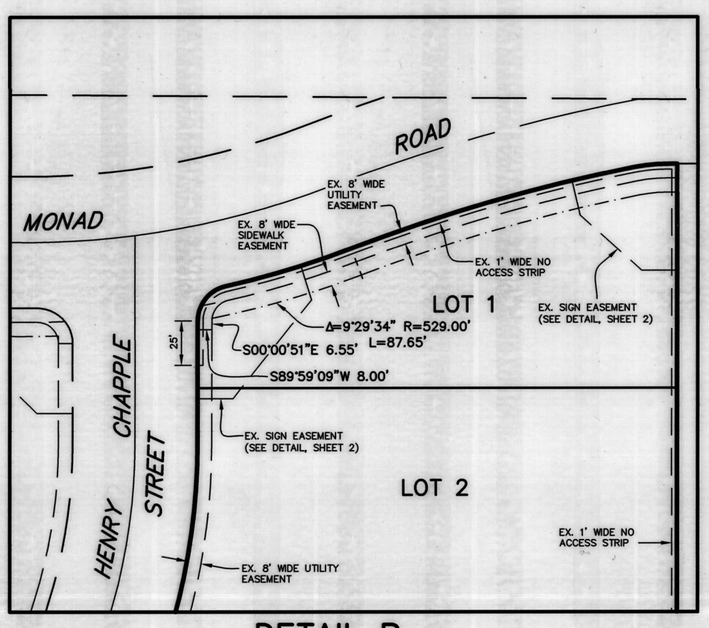
OCTOBER, 2022

BILLINGS, MONTANA



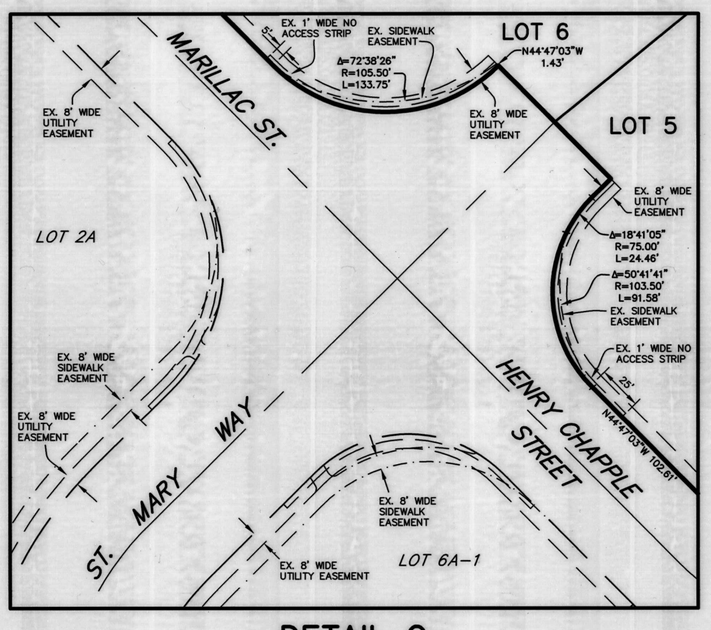
DETAIL A

SCALE: 1"=60'



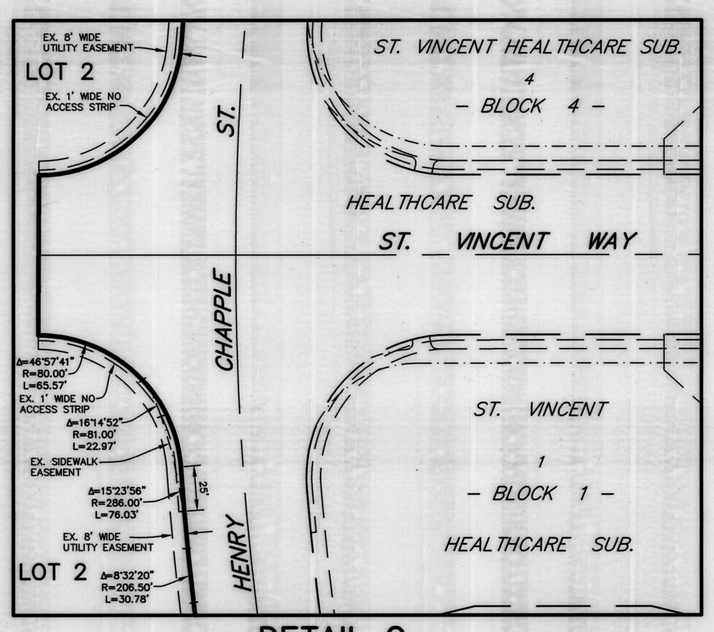
DETAIL B

SCALE: 1"=60'



DETAIL C

SCALE: 1"=60'



DETAIL C

SCALE: 1"=60'

AREA DATA

NET AREA	
25 LOTS	54.2143 AC
2 PRIVATE PARKS	3.3492 AC
ROAD DEDICATION	2.8800 AC
GROSS AREA	60.4435 AC

NOTICE OF APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

This plat has been approved for filing by the Yellowstone County Board of Planning and conforms to the recommendations of this board.

Date _____ President _____

Executive Secretary _____

CERTIFICATE OF APPROVAL: CITY COUNCIL

STATE OF MONTANA)
:ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing ST. VINCENT HEALTHCARE SUBDIVISION, SECOND FILING, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of the Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

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

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

CERTIFICATE OF CITY/COUNTY HEALTH DEPARTMENT

This Subdivision Plat has been reviewed and approved by Riverstone Health and the State Department of Environmental Quality.

_____
Yellowstone City/County Health Department
dba Riverstone Health

CERTIFICATE OF CITY ATTORNEY

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

Date: _____

Reviewed by: _____

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76-3-611(1)(b)/76-3-207(3), M.C.A.

Date: _____
Yellowstone County Treasurer

By: _____
Deputy

SUBDIVISION IMPROVEMENTS AGREEMENT

Document No.: _____

CONSENT TO PLATTING

Document No.: _____

CONSENT TO PLATTING

Document No.: _____

RESERVED FOR CLERK AND RECORDER

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
:ss
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned owners of the following described tract of land, do hereby certify that they have caused to be surveyed, subdivided and platted into lots, 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 1A, Block 3 and Lot 2A, Block 4 of Amended 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. _____ .

There is no park requirement for this non-residential subdivision.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever. Said tract to be known and designated as ST. VINCENT HEALTHCARE SUBDIVISION, SECOND FILING, and the lands included in all streets, avenues, and parks as shown on the annexed plat are hereby granted and donated to the use of the public forever.

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

By: _____

Title: Vice President

STATE OF Colorado)
:ss
County of Broomfield)

On this 22nd day of November, 20 22, before me, the undersigned Notary Public for the State of Colorado, personally appeared Barbara Jahn, known to me to be the person who signed the foregoing instrument as Vice President 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 Colorado

MAX STICH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004573
MY COMMISSION EXPIRES JANUARY 26, 2026

GLACIER BANK

By: _____

Title: President

STATE OF Montana)
:ss
County of Yellowstone)

On this 15th day of November, 20 22, before me, the undersigned Notary Public for the State of Montana, personally appeared Michael Seppala, known to me to be the person who signed the foregoing instrument as President of GLACIER BANK, 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 Montana

BRITTANY CECIL NOTARIAL SEAL STATE OF MONTANA

BRITTANY CECIL
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
April 06, 2025

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 September, 2022, a survey was performed under his supervision of a tract of land to be known as ST. VINCENT HEALTHCARE SUBDIVISION, SECOND FILING, 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 is 60.4435 acres and the net area is 57.5635 acres.

SANDERSON STEWART

By: _____

Montana License No. 18972LS

Date: November 28, 2022

MONTANA
MICHAEL DEAN BERTRAM 18972LS LICENSED PROFESSIONAL LAND SURVEYOR

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

PLAT OF

ST. VINCENT HEALTHCARE SUBDIVISION, SECOND FILING

BEING LOTS 1A, BLOCK 3 AND 2A, BLOCK 4 OF AMENDED 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–MONTANA

PREPARED BY : SANDERSON STEWART

OCTOBER, 2022

BILLINGS, MONTANA

BASIS OF BEARING: THE BASIS OF BEARINGS FOR THIS SURVEY HAS BEEN DERIVED FROM GPS OBSERVATIONS AND IS BASED ON A NAD 83, LAMBERT CONFORMAL CONIC, SINGLE PARALLEL, LOW DISTORTION PROJECTION FOR THE CITY OF BILLINGS; HAVING A POINT OF ORIGIN AT 45°47'00"N LATITUDE AND 108°25'00"W LONGITUDE WITH A SCALE FACTOR OF 1.0001515. THE GRID TO GROUND COMBINED SCALE FACTOR AT THE NW CORNER OF BLOCK 2 IS 0.9999981; THE CONVERGENCE ANGLE IS –0°08'59". DISTANCES ARE INTERNATIONAL FEET. FOR THIS SURVEY, GRID DISTANCE IS ESSENTIALLY EQUAL TO GROUND DISTANCE.

- ○ FOUND SURVEY MONUMENT, REBAR WITH YELLOW 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"
- ■ SET INTERSECTION MONUMENT, 5/8"x18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART BILLINGS MT". WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.

NOTE: ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.

NORTH

100 50 0 100 200

SCALE: 1" = 100'

EXISTING SIGN EASEMENT DETAIL

SCALE: 1"=100'

RADIAL TABLE	
Radial #	Bearing
R1	N 89°58'54" E
R2	N 89°56'58" W
R3	N 31°41'49" E
R4	N 50°39'55" W
R5	S 76°17'28" W
R6	N 75°55'50" W
R7	N 82°35'07" E
R8	N 88°35'08" W
R9	N 71°45'40" W
R10	N 83°45'51" W
R11	N 41°43'21" E
R12	S 70°49'50" W
R13	N 77°03'34" E

RESERVED FOR CLERK AND RECORDER

02015_34 ST_V_HC_SUB_MAJOR_FP_PROD.DWG 02015.34 11/03/22 MDB

Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

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

ST. VINCENT HEALTHCARE SUBDIVISION SECOND FILING

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

ST. VINCENT HEALTHCARE SUBDIVISION SECOND FILING

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 500 Eldorado Blvd, Ste 4300, Broomfield, CO 80021, hereinafter referred to as "Subdivider,", **GLACIER BANK** whose address for the purpose of this agreement is 2812 1st Avenue North, Billings Montana 59101, hereinafter referred to as "Subdivider,", and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, at a meeting held by the Yellowstone County Board of Planning on the 23 day of August, 2022, the Board recommended for approval, subject to certain conditions, an area known as St. Vincent Healthcare Subdivision, Second Filing; and

WHEREAS, at a regular meeting conducted on the ____ day of _____, 2022 the City Council conditionally approved a preliminary plat of St. Vincent Healthcare Subdivision, Second Filing; and

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

WHEREAS, the real property affected by the proposed plat was previously subdivided and is known as St Vincent's Healthcare Subdivision, as filed the 12th day of June, 2014, under Document No. 3707746; records of Yellowstone County; and,

WHEREAS, the real property affected by the proposed plat is covered by and subject to the terms and conditions of that certain Subdivision Improvements Agreement and Waiver between Sisters of Charity of Leavenworth Health System, Inc. as "Subdivider" and the City of Billings as "City," dated the 27th day of May, 2014, and recorded the 12th day of June, 2014, under Document No. 3707749, for The Village Subdivision; and that certain Declaration of Restrictions on Transfers and Conveyances,

dated the 1st day of April, 2014, and recorded the 12th day of June, 2014, under Document No. 3707750, all in records of Yellowstone County; and

WHEREAS, the real property affected by the proposed plat is covered by and subject to the terms and conditions of that certain Planned Development Agreement, recorded the 27th day of February, 2015, under Document No. 3732703, in the office of the Clerk and Recorder of Yellowstone County, Montana; and, that certain Declaration of Conditions, Covenants, and Restrictions, dated the 1st day of April, 2014, and recorded the 12th day of June, 2014, under Document No. 3707751, all in records of Yellowstone County; and

WHEREAS, the provisions of this agreement shall be effective and applicable to St. Vincent Healthcare Subdivision upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana, and the original Village Subdivision Improvements Agreement as well as subsequent documents filed as part of amendments of property subject to this plat and related documents referenced above shall have no further force or effect. 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 variance by the City Council from the strict interpretation of the City's Subdivision Regulations:

A. No Variances are being requested with this subdivision.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required five-foot-wide boulevard-style 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 geotechnical investigation report for this property, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical investigation prior to construction. Assessment and mitigation, if any, of these conditions shall be the responsibility of the lot owner.

D. 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.

E. 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.

F. 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.

G. Lot owners should be aware that agricultural activities could be present on surrounding properties. Any impacts associated with agricultural activities, and any issue arising therefrom, is the responsibility of the lot owners.

III. TRANSPORTATION

A. Streets

Marillac Street within the subdivision shall be public and shall be located within a 70-foot-wide right-of-way and have a street width of 44-feet back of curb to back of curb. This street shall be built in accordance with the City of Billings site development ordinance, Subdivision Regulations, and Uniform Building Code. The internal access roads shall be built to grade with a standard crown and a satisfactory subbase, base course, curb and gutter, and asphalt surface.

B. Sidewalks & Multi-Use Paths

City and the Subdivider agree that the developer will install accessibility ramps at time of private contract construction. Individual lot owners will be responsible for the construction of the five-foot wide boulevard sidewalks adjacent to their lot at the time of lot construction. The City reserves the right to construct any missing sidewalk and assess the property owners three years after construction of a phase.

Individual lot owners will be responsible for the construction of the multi-use paths adjacent to their lot at the time of initial construction. Each lot owner shall be responsible for building the ten (10) foot wide Multi-Use Paths (in the Easement Area reflected on the plat) in the Easement Area appurtenant to each owner's lot, as provided in the Planned Development Agreement for the Subdivision.

C. Street Lighting

City and Subdivider agree that streetlights will be installed in the boulevard area within the right-of-way along both sides of St. Mary Way, St. Vincent Way, Henry Chapple Street, Marillac Street, and Rocky Vista Way. Subdivider has created a City of Billings street light maintenance district for construction, operation, and maintenance prior to the installation of the street lights.

City and Subdivider agree that the streetlights shall be designed to meet City of Billings' standards and that said design will be reviewed by the City Engineer. However, Subdivider reserves the right to choose fixture and pole types of the streetlights. City and Subdivider agree that fixture and pole types will be determined by mutual agreement between the two parties.

D. Traffic Control Devices

There has previously been completed a comprehensive area wide Traffic impact Study for this subdivision. As part of this re-platting, an executive summary update letter will be completed reviewing current conditions to those outlined in the original study.

The Subdivider shall furnish and install all necessary traffic control devices adjacent to the subdivision. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction. All traffic control devices shall be subject to review and approval by the City Engineering office.

Subdivider reserves the right to install traffic calming devices throughout the Subdivision in order to create and maintain a pedestrian friendly subdivision. Traffic calming devices in dedicated streets may only be installed with the cooperation and consent of the City and in accordance with approved plans and specifications submitted by the Subdivider.

E. Access

Access to this subdivision is provided by connecting Marillac Street to Rocky Vista Way at Marillac's north end and to Saint Mary Way and Henry Chapple Street at Marillac's south end. Lots fronting Henry Chapple Street will have access from Henry Chapple Street and from Saint Vincent Way to Monad Road, Saint Mary Way to King Avenue West and to Monad Road via Rocky Vista Way.

F. Billings Area Bikeway and Trail Master Plan and On-Site Trails

The Billings Area Bikeway and Trail Master Plan identifies the west side of Shiloh Road and the north side of Monad Road as routes for segments of the multi-use trail. The Shiloh Road segment has been constructed as part of the Shiloh Road reconstruction project (Shiloh Road Federal-Urban Project Number STPU 103(2) CN 4666) and no further trail or sidewalk improvements on Shiloh Road are anticipated at this time.

The trail adjacent to Rocky Vista Way will be 10-feet wide and will meet Billings Area Bikeway and Trail Master Plan and On-Site Trails standards. City and Subdivider agree that the trail adjacent to Rocky Vista

Way will be constructed by Subdivider in connection with the final completion and paving of Rocky Vista Way.

As part of the King Avenue West widening project constructed in 2009, a new 10-foot-wide multi-use path has been installed along the north side of King Avenue West adjacent to the subdivision. No further trail or sidewalk improvements on King Avenue West are anticipated at this time.

City and Subdivider agree that construction of trail improvements on the lots shall be constructed by lot owners at the time of lot development. Provisions for planning, development, and maintenance of said trails shall be as described in the planned development agreement for this subdivision.

G. Public Transit

Internal street circulation and multi-use path interconnectivity is provided in this subdivision plan. This will, in turn, provide sidewalks for pedestrians to access public transit routes. There is a planned transit stop within the subdivision, but it has been subject to relocation at the direction of the City and in agreement with the Subdivider. It is anticipated that the new transit stop will be constructed in the vicinity of and with the development of Lot 2, Block 3. No other specific public transit provisions are proposed at this time.

IV. EMERGENCY SERVICE

Emergency services will be provided by the City of Billings. Access to this subdivision is provided at three locations along Shiloh Road and two locations along King Avenue West.

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

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured

along the approved route.

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

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC, an updated stormwater management plan shall be submitted to and approved by the Engineering Division, which shall be in accordance with the recommendations of the approved storm drain study previously submitted to the Engineering Division by the Subdivider in addition to addressing the more recent revisions to the stormwater regulations. Stormwater will be handled on site through surface flow on the streets; collection through a network of catch basins, inlets, and piping; and discharge following appropriate treatment to the existing storm drain in King Avenue West and to the Shiloh Drain.

Individual lot owners shall be responsible for their on-site stormwater storage as required by the provisions of the *Stormwater Management Manual.*

VI. UTILITIES

Water and sanitary sewer lines shall be sized and installed in conformance with the City design standards and specifications and the rules and regulations of the City of Billings.

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department, Distribution and Collection Division. The extension/connection of/to water mains and sanitary sewers are subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications. The appropriate water and wastewater fees in effect shall be submitted with the applications.

The developer/owner acknowledges that the subdivision shall be subject to the applicable system development fees in effect at the time new water and sanitary sewer service connections are made.

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

A. Water

A 12-inch water main shall be connected to the existing stub in Marillac Street just north of the intersection of Saint Mary Way and Henry Chapple Street and will be connected to the existing watermain in Rocky Vista Way. Lots fronting Henry Chapple Street shall continue to be served by the existing main in that street. Fire hydrants will be provided at all appropriate locations and will be subject to approval by the City of Billings Fire Department. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. Each lot shall be provided with its own separate water service. All water construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution, and Collection Division.

B. Sanitary Sewer

The subdivision will be served by the extension of lateral sanitary sewer stub in Marillac Street and from the existing main in Henry Chapple Street. All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution, and Collection Division.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be placed in designated easements outside of the right-of-way, where possible, and shall be installed underground prior to surface

improvements. The location of all such facilities shall be subject to approval of the City Engineer.

VII. PARKS/OPEN SPACE

This is a replat of existing subdivided land. No additional lands are being included and none of the uses anticipated within the platted area are considered residential in nature. As such, there are no park contributions anticipated in this re-platting and only reconfiguration of existing open spaces that were created in the original platting.

VIII. IRRIGATION

Various lateral irrigation supply and waste ditches traverse the property. These ditches are serving the agricultural needs of this and other upstream property and will be continued in service as development progresses.

The Sisters of Charity of Leavenworth Health System, Inc. will retain its shares in the irrigation district serving St. Vincent Healthcare Subdivision for continued agricultural purposes and for future landscaping irrigation and watercourse recharge needs.

IX. SOILS/GEOTECHNICAL STUDY

The Subdivider has performed a preliminary geotechnical analysis for this property in accordance with City Subdivision Regulations and there are several area geotechnical reports that have been completed in the earlier phases of the development.

It is recommended that owners, purchasers, realtors, builders, or developers fully familiarize themselves with the information contained in this report prior to any design or construction.

X. FINANCIAL GUARANTEES

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

XI. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. The 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 provision of the agreement.

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

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

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

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. The 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.

By: _____

It's: Vice President

STATE OF Colorado)
: ss
County of Broomfield)

On this 22nd day of November, 2022, before me, the undersigned Notary Public for the State of Colorado, personally appeared Barbara Jahn, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of the **SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM, INC.**, and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public for the State of Colorado
Printed name: Max Stich
Residing in: Denver
My commission expires: 1-26-2026

MAX STICH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004573
MY COMMISSION EXPIRES JANUARY 26, 2026

"SUBDIVIDER" **GLACIER BANK**

By: Michael Seppala

Its: President

STATE OF Montana)
:ss
County of Yellowstone)

On this 15th day of November, 2022, before me, the undersigned Notary Public for the State of Montana, personally appeared Michael Seppala, known to me to be the person who signed the foregoing instrument as President of Glacier Bank 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
Printed name: Brittany Cecil
Residing at: Billings, MT
My commission expires: April 06, 2025

BRITTANY CECIL NOTARIAL SEAL STATE OF MONTANA

BRITTANY CECIL
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
April 06, 2025

"CITY" CITY OF BILLINGS MONTANA

By:_____
Mayor

Attest:_____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 20___, before me, a Notary Public for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana whose names are subscribed to in 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 for the State of Montana
Printed name: _____
Residing in Billings, Montana
My commission expires:_____

Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

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.

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

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

St. Vincent Healthcare Subdivision, Second Filing, according to the plat thereof on file and of record in the office of the Clerk and Recorder of Yellowstone County, Montana.

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

'SUBDIVIDER/OWNER' **SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM, INC.**

By: _____

Its: Vice President

STATE OF Colorado)
: ss
County of Broomfield)

On this 22nd day of November 2022 before me, the undersigned Notary Public for the State of Colorado, personally appeared Barbara Jahn, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of the **SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM, INC.**, and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____

Notary Public for the State of Colorado
Printed name: Max Stich
Residing in: Denver
My commission expires: 1-26-2026

MAX STICH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004573
MY COMMISSION EXPIRES JANUARY 26, 2026

SUBDIVIDER/OWNER

GLACIER BANK

By: Michael Seppala

Its: President

STATE OF Montana)
:ss
County of Yellowstone)

On this 15th day of November, 2022, before me, a Notary Public in and for the State of Montana, personally appeared Michael Seppala, known to me to be the person who executed the foregoing instrument as the President of **GLACIER BANK** and acknowledged to me that he/she executed the same.

IN WITNESS WHEROF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Notary Public for the State of Montana
Printed name: Brittany Cecil
Residing in: Billings, MT
My commission expires: April 6, 2025

BRITTANY CECIL NOTARIAL SEAL STATE OF MONTANA

BRITTANY CECIL
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
April 06, 2025

DocuSign Envelope ID: 8C5DAC15-E7A1-440A-AC8B-40A6258146F2

CITY OF
Billings
MAYOR'S OFFFICE

Bill Cole, Mayor
P.O. Box 1178
Billings, MT 59103
P 406.657.8296
F 406.657.8390

September 12, 2022

John Halverson
Sanderson Stewart Engineering, Inc.
1300 N Transtech Way
Billings, MT 59102

Dear Applicant/Engineer:

On September 12, 2022, the Billings City Council conditionally approved the preliminary plat of St. Vincent Healthcare Subdivision, 2nd Filing, subject to the following conditions of approval:

1. 1. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of deliver system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.

2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Hunter Kelly at (406) 247-8613 or by email at kellyh@billingsmt.gov

Sincerely,

DocuSigned by:
William A Cole
ACA7B4E33ME...

William A. Cole, Mayor

City Council Regular

Date:	12/12/2022
Title:	SID 1421 Cypress Point Resolution of Intent to Create District and Set a Public Hearing
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that Council approve the Resolution of Intent to Create SID 1421 and set a public hearing date for January 23, 2023.

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

Ron Hill, owner of 17 of the 23 lots proposed in the SID 1421 district boundary, desires to construct public improvements on Opal Lane, Greenbriar Road, and Cypress Point. The infrastructure generally consists of water, sanitary sewer, storm drain, curb and gutter, and street improvements to Opal Lane, Greenbriar Road, and Cypress Point. Ron Hill will pay a cash contribution for the infrastructure cost associated with 17 of his lots. This is necessary to meet the requirements of the City's Raw Land District Requirements (Resolution No. 87-15592). Ron Hill's cash contribution represents 72% of the total project costs.

ALTERNATIVES

City Council may:

- Approve the Resolution of Intent to Create SID 1421 and set a public hearing for the January 23, 2023, City Council Meeting; or
- Disapprove the Resolution of Intent to Create SID 1421. If not approved, Opal Lane, Greenbriar Road, and Cypress Point will not be constructed by adjacent property owners. All of these streets need to be constructed to make the 23 lots accessible for home building.

FISCAL EFFECTS

The total estimated costs of the Improvements are $1,195,908.34. The costs of the Improvements are to be paid from the following sources: (1) $335,000.00 of Special Improvement District bonds; and (2) $860,908.34 of cash contribution by Ron Hill, the owner of 17 of the 23 lots in the District.

Attachments

Resolution of Intent

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the City), hereby certify that the attached resolution is a true copy of Resolution No._____, entitled: **RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 1421; DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO CREATE THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND** (the "Resolution" was duly adopted by the City Council of the City at a meeting on December 12, 2022 that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.)

I further certify that, upon vote being taken on the Resolution at said meeting, the following Councilmembers voted in favor thereof: _____;
voted against the same: _____;
or were absent: _____.

WITNESS my hand officially this _____ day of _____, 20___.

_____
Denise Bohlman City Clerk

RESOLUTION NO. 22-_____

RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 1421; DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO CREATE THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND

BE IT RESOLVED by the City Council of the City of Billings (the City), Montana, as follows:

Section 1. Proposed Improvements; Intention To Create District. The City proposes to undertake certain local Improvements (the "Improvements") to benefit certain property located in the City. The Improvements consist of the construction of Opal Lane, Greenbriar Road, and Cypress Point, as more particularly described in Section 5. The total estimated costs of the Improvements are $1,195,908.34. The costs of the Improvements are to be paid from the following sources: (1) $335,000.00 of Special Improvement District bonds hereinafter described; and (2) $860,908.34 of cash contribution by Ron Hill, the owner of 17 of the 23 lots in the District, as more particularly described in Sections 6 and 9(f). It is the intention of this Council to create and establish in the City under Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended, a Special Improvement District (the "District") for the purpose of financing costs of the Improvements and paying costs incidental thereto, including costs associated with the sale and the security of Special Improvement District bonds drawn on the District (the "Bonds"), the creation and administration of the District, the funding of a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund"). The total estimated costs of the Improvements, including such incidental costs, to be financed by the Bonds are $335,000.00. The Bonds are to be payable primarily from special assessments to be levied against property in the District, which property will be specially benefited by the Improvements.

Section 2. Number of District. The District, if the same shall be created and established, shall be known and designated as Special Improvement District No. 1421 of the City of Billings, Montana.

Section 3. Boundaries of District. The limits and boundaries of the District are depicted on a map attached as Exhibit A hereto (which is hereby incorporated herein and made a part hereof) and more particularly described on Exhibit B hereto (which is hereby incorporated herein and made a part hereof), which boundaries are designated and confirmed as the boundaries of the District. A listing of each of the properties in the District is shown on Exhibit C hereto (which are hereby incorporated herein and made a part hereof).

Section 4. Benefited Property. The District and territory included within the limits and boundaries described in Section 3 and as shown on Exhibits A, B, and C are hereby declared to be the Special Improvement District and the territory which will benefit and be benefited by the Improvements and will be assessed for the costs of the Improvements as described in Section 7.

Section 5. General Character of the Improvements. The general character of the Improvements, as shown in Exhibit D, is the construction of Opal Lane, Greenbriar Road, and Cypress Point. This includes construction of water, sanitary sewer, storm drain, curb and gutter, and street improvements.

Section 6. Engineer and Estimated Cost. The Engineer for this project will be WWC Engineering who was chosen from proposals. WWC Engineering has estimated that the costs of the Improvements, including all incidental costs, are $1,195,908.35.

Section 7. Assessment Methods.

7.1. Property to be Assessed. All properties within the district are to be assessed for the costs of the Improvements, as specified herein. The costs of the Improvements shall be assessed against the property in the District benefiting from the Improvements based on the equal amount option described in Section 7-12-4162, M.C.A., as particularly applied and set forth in this Section 7.

7.1.1 Equal Amount Option.

Assessment #1 will include the construction of water and water service, sanitary sewer and sanitary sewer services, storm drain and street improvements to Opal Lane, Greenbriar Road and Cypress Point. The properties to be assessed for these improvements include Lake Hills Subdivision 21st Filing, Block 52, Lots 2A, 3, 4, and 5A, Block 53, Lots 1-6, Block 54, Lots 6A and Lots 7-18. The total estimated cost of Assessment #1 is $335,000.00 and shall be assessed against each lot, tract, or parcel of land within the District, as above-mentioned, receiving water, sanitary sewer, storm drain and street improvements and not paying a cash contribution, on an equal amount basis based on the bid price to be received. The equal amount assessment is estimated to be $55,833.33399. The remaining parcels within Assessment #1 are owned by Ron Hill, which will be making a cash contribution for their assessment for a total of $860,908.34. If an increase occurs in the number of properties within the boundaries of the District (due to the subdivision of any one or more properties or otherwise) during the term of the Bonds, the assessment per property then in the District will be calculated as provided in M.C.A. 7-12-4162(3)(b).

7.2. Assessment Methodologies Equitable and Consistent With Benefit. This Council hereby determines that the methods of assessment and the assessment of costs of the specific improvements against the properties benefited thereby as

prescribed in this Section 7 are equitable in proportion to and not exceeding the special benefits derived from the respective improvements by the lots, tracts, and parcels to be assessed therefore within the District.

Section 8. Payment of Assessments. The special assessments for the costs of the Improvements shall be payable over a term not exceeding 15 years, each in equal semiannual installments of principal, plus interest, or equal semiannual payments of principal and interest, as this Council shall prescribe in the resolution authorizing the issuance of the Bonds. Property Owners have the right to prepay assessments as provided by law. Further, all owners shall have the opportunity to prepay their assessments prior to sale of the SID bonds.

Section 9. Method of Financing; Pledge of Revolving Fund; Findings and Determinations. The City will issue the Bonds in an aggregate principal amount not to exceed $335,000.00 in order to finance the costs of the Improvements. Principal of and interest on the Bonds will be paid from special assessments levied against the properties in the District. This Council further finds it is in the public interest, and in the best interest of the City and the District, to secure payment of principal of and interest on the Bonds by the Revolving Fund and hereby authorizes the city to enter into the undertakings and agreements authorized in Section 7-12-4225 in respect of the Bonds.

In determining to authorize such undertakings and agreements, this Council has taken into consideration the following factors:

(a) **Estimated Market Value of Parcels**. The estimated market value of the lots, parcels, or tracts in the District as of the date of adoption of this resolution, as estimated, by the County Assessor for property tax purposes ranges from $6,378.00 to $16,016.00, and is set forth in Exhibit E. The average market value is $13,695.74 with the median being $14,023.00. The special assessments to be levied under Section 7 against each lot, parcel, or tract in the District is less than the increase in estimated value of the lot, parcel, or tract as a result of the construction of the Improvements.

(b) **Diversity of Property Ownership**. There is a total of 23 parcels within the district boundaries. No improvements, public or private, are located on any of the parcels within the District. Seventeen (17) of these parcels are owned by Ron Hill. The remaining 6 parcels are owned by separate owners.

(c) **Comparison of Special Assessments and Property Taxes and Market Value**. Based on an analysis of the aggregate amount of the proposed, any outstanding special assessments (whether or not delinquent), and any delinquent property taxes (as well as any known industrial development bonds theretofore issued and secured by a mortgage against a parcel in the District) against each lot, parcel, or tract in the District in comparison to the estimated

market value of such lot, parcel, or tract after the Improvements, the City concludes that, overall, the estimated market value of the lots, tracts, or parcels of land in the District exceeds the sum of special assessments, delinquent property taxes, and current assessments and is set forth in Exhibit E.

(d) **Delinquencies**. An analysis of the amount of delinquencies in the payment of outstanding special assessments or property taxes levied against the properties in the District shows that of 23 properties, zero (0) properties were delinquent, and is set forth in Exhibit E.

(e) **The Public Benefit of the Improvements**. The total estimated costs of the Improvements are $1,195,908.34. The costs of the Improvements are to be paid from the following sources: (1) $335,000.00 of Special Improvement District bonds hereinafter described; and (2) $860,908.34 of cash contribution by Ron Hill, the owner of 17 of the 23 lots in the District. All of the properties within the District are zoned N3 – Suburban Neighborhood. The public improvements contemplated under the terms of this proposed District are required by the City Subdivision, Site Development and Zoning Ordinances in order for the parcels to develop.

(f) **Other Factors**. As previously noted, Ron Hill, owner of 17 of the 23 lots in the District will pay a cash contribution of $860,908.34 to the project. The cash contribution from Ron Hill represents 72 percent of the construction and administrative costs of the Improvements. This condition is necessary to satisfy the City's Special Improvement District Policy regarding raw land subdivision.

Section 10. Reimbursement Expenditures.

10.01. Regulations. The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

10.02. Prior Expenditures. Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a "de minimus" amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Improvements have been paid by the City before the date 60 days before the date of adoption of this resolution.

10.03. Declaration of Intent. The City reasonably expects to reimburse the expenditures made for costs of the Improvements out of the proceeds of Bonds in an estimated maximum aggregate principal amount of $335,000.00 after the date of payment of all or a portion of the costs of the Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

10.04. Budgetary Matters. As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Improvements, other than pursuant to the issuance of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

10.05. Reimbursement Allocations. The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Improvements. Each allocation shall be evidence by an entry on the official books and records of the City maintained for the Bonds or the Improvements and shall specifically identify the actual original expenditure being reimbursed.

Section 11. Public Hearing Protests. At any time within fifteen (15) days from and after the date of the first publication of the notice of the passage and approval of this resolution, any owner of real property within the District subject to assessment and taxation for the cost and expense of making the Improvements may make and file with the City Clerk until 12:00 p.m., M.T., on the expiration date of said 15-day period (January 23, 2023), written protest against the proposed Improvements, or against the extension or creation of the District or both, and this Council will at its next regular

meeting after the expiration of the fifteen (15) days in which such protests in writing can be made and filed, proceed to hear all such protests so made and filed; which said, regular meeting will be held on Monday the 23rd day of January 2023, at 5:30 p.m., in person or via a virtual videoconferencing environment, at 220 North 27th Street, in Billings, Montana.

Section 12. Notice of Passage of Resolution of Intention. The City Clerk is hereby authorized and directed to publish or cause to be published a copy of a notice of the passage of this resolution in the Yellowstone County News, a newspaper of general circulation in the County on January 6, January 13, and January 20, 2023, in the form and manner prescribed by law, and to mail or cause to be mailed a copy of said notice to every person, firm, corporation, or the agent of such person, firm, or corporation having real property within the District listed in his or her name upon the last completed assessment roll for state, county, and school district taxes, at his last-known address, on or before the same day such notice is first published.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 12th day of December 2022.

_____
Mayor

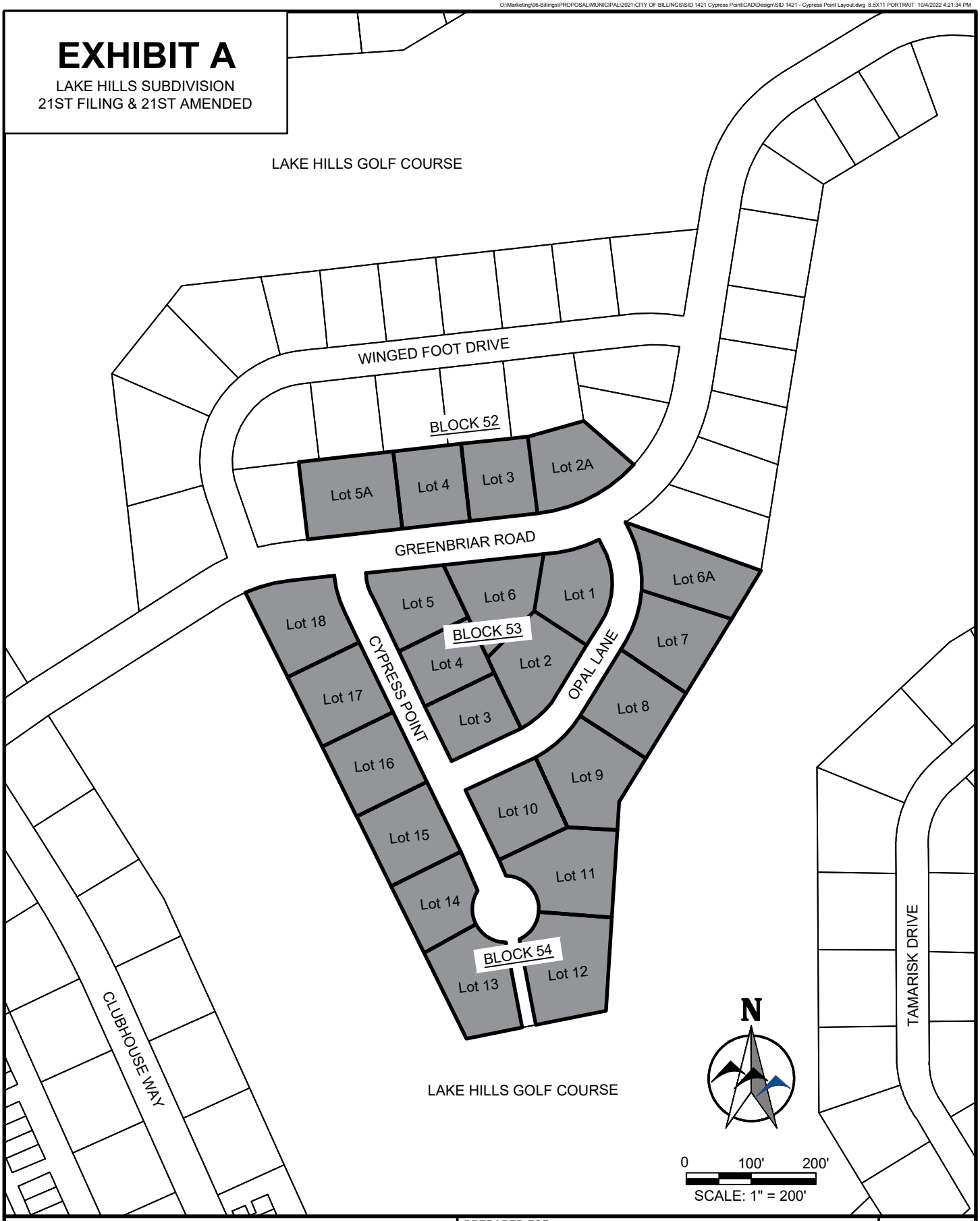
Attest:

_____
City Clerk

O:\Marketing\06-Billings\PROPOSAL\MUNICIPAL\2021\CITY OF BILLINGS\SID 1421 Cypress Point\CAD\Design\SID 1421 - Cypress Point Layout.dwg 8.5X11 PORTRAIT 10/4/2022 4:21:34 PM

EXHIBIT A

LAKE HILLS SUBDIVISION
21ST FILING & 21ST AMENDED



SID 1421 - Cypress Point

LOT LAYOUT

YELLOWSTONE COUNTY, MT

PREPARED FOR

CITY OF BILLINGS

2224 Montana Ave.
Billings, MT 59101

DESIGNED BY: *BSR*
DRAWN BY: *BSR*
CHECKED BY: *GTR*
DATE: *10/04/22*

PREPARED BY

WWC ENGINEERING

550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210
www.wwcengineering.com

SHEET
1

SID 1421 EXHIBIT B

SID 1421 includes Lake Hills Subdivision 21st Filing, Block 52, Lots 2A, 3, 4, and 5A, Block 53, Lots 1-6, Block 54, Lots 6A and Lots 7-18.

SID 1421 Cypress Point

Exhibit C Property Owner Description and Assessment

Prepared By: City of Billings

TAX ID	OWNER	OWNER	MAILING ADDRESS	CITY	STATE	ZIP CODE	LOT AREA	ASSESSMENT #1 STREETS & UTILITIES $55,833.3399/Lot
A22682	Hill, Ron S Living Trust Po Box 50636 Billings, Mt 59105-0636	HILL, RON S LIVING TRUST	PO BOX 50636	BILLINGS	MT	59105-0636	15,029	
A22683	Hill, Ron S Living Trust Po Box 50636 Billings, Mt 59105-0636	HILL, RON S LIVING TRUST	PO BOX 50636	BILLINGS	MT	59105-0636	12,600	
A22684	Hill, Ron S Living Trust Po Box 50636 Billings, Mt 59105-0636	HILL, RON S LIVING TRUST	PO BOX 50636	BILLINGS	MT	59105-0636	12,600	
A22685	Hill, Ron S Living Trust Po Box 50636 Billings, Mt 59105-0636	HILL, RON S LIVING TRUST	PO BOX 50636	BILLINGS	MT	59105-0636	12,600	
A22692	Hill, Ron S Living Trust Po Box 50636 Billings, Mt 59105-0636	HILL, RON S LIVING TRUST	PO BOX 50636	BILLINGS	MT	59105-0636	13,428	
A22693	Patel, Shailesh B 26 Sioux Ave Waltham, Ma 02451-3218	PATEL, SHAILESH B	26 SIOUX AVE	WALTHAM	MA	02451-3218	14,851	$55,833.33
A22694	Hill, Ron S Living Trust Po Box 50636 Billings, Mt 59105-0636	HILL, RON S LIVING TRUST	PO BOX 50636	BILLINGS	MT	59105-0636	11,400	
A22695	Hill, Ron S Living Trust Po Box 50636 Billings, Mt 59105-0636	HILL, RON S LIVING TRUST	PO BOX 50636	BILLINGS	MT	59105-0636	11,400	
A22696	Hill, Ron S Living Trust Po Box 50636 Billings, Mt 59105-0636	HILL, RON S LIVING TRUST	PO BOX 50636	BILLINGS	MT	59105-0636	13,342	
A22697	Schneiter Enterprises 1546 E Sienna Oak Ct Sandy, Ut 84092-4604	SCHNEITER ENTERPRISES	1546 E SIENNA OAK CT	SANDY	UT	84092-4604	14,534	$55,833.33
A22703	Hill, Ron S Living Trust Po Box 50636 Billings, Mt 59105-0636	HILL, RON S LIVING TRUST	PO BOX 50636	BILLINGS	MT	59105-0636	15,269	
A22704	Schneiter Enterprises 1546 E Sienna Oak Ct Sandy, Ut 84092-4604	SCHNEITER ENTERPRISES	1546 E SIENNA OAK CT	SANDY	UT	84092-4604	14,338	$55,833.33
A22705	Hill, Ron S Living Trust Po Box 50636 Billings, Mt 59105-0636	HILL, RON S LIVING TRUST	PO BOX 50636	BILLINGS	MT	59105-0636	14,400	
A22706	Hill, Ron S Living Trust Po Box 50636 Billings, Mt 59105-0636	HILL, RON S LIVING TRUST	PO BOX 50636	BILLINGS	MT	59105-0636	17,542	
A22707	Hosaka, Kellie Y A & Glen Y Trustee 45-629 Haukaekae Pl Kaneohe, Hi 96744-1777	HOSAKA, KELLIE Y A & GLEN Y TRUSTEE	45-629 HAUKAEKAE PL	KANEOHE	HI	96744-1777	14,400	$55,833.33
A22708	Hill, Ron S Living Trust Po Box 50636 Billings, Mt 59105-0636	HILL, RON S LIVING TRUST	PO BOX 50636	BILLINGS	MT	59105-0636	18,192	
A22709	Bennett, Kathryne L & Wendell E Jr 283 Aswan Pl Billings, Mt 59105-2909	BENNETT, KATHRYNE L & WENDELL E JR	283 ASWAN PL	BILLINGS	MT	59105-2909	19,106	$55,833.33
A22710	Hill, Ron S Living Trust Po Box 50636 Billings, Mt 59105-0636	HILL, RON S LIVING TRUST	PO BOX 50636	BILLINGS	MT	59105-0636	16,923	
A22711	Hill, Ron S Living Trust Po Box 50636 Billings, Mt 59105-0636	HILL, RON S LIVING TRUST	PO BOX 50636	BILLINGS	MT	59105-0636	13,019	
A22712	Hill, Ron S Living Trust Po Box 50636 Billings, Mt 59105-0636	HILL, RON S LIVING TRUST	PO BOX 50636	BILLINGS	MT	59105-0636	14,400	
A22713	Norman, Michael Anthony 775 Reffitt Rd Jeffersonvlle, Ky 40337-8942	NORMAN, MICHAEL ANTHONY	775 REFFITT RD	JEFFERSONVLLE	KY	40337-8942	14,400	$55,833.33
A22714	Hill, Ron S Living Trust Po Box 50636 Billings, Mt 59105-0636	HILL, RON S LIVING TRUST	PO BOX 50636	BILLINGS	MT	59105-0636	14,400	
A22715	Ron S Hill Living Trust Po Box 50636 Billings, Mt 59105-0636	RON S HILL LIVING TRUST	PO BOX 50636	BILLINGS	MT	59105-0636	13,834	
							332,007.00	**$335,000.00**

SID 1421 Cypress Point

Exhibit D Description of Improvements

Prepared by: City of Billings

Special Improvement District No. 1421 shall construct street, curb and gutter, water, sanitary sewer, and storm drain improvements to Greenbriar Road, Cypress Point, and Opal Lane within the City of Billings.

SID 1421 Cypress Point

Exhibit E Property Market Value and Delinquency

Prepared By: City of Billings

TAX I.D. NUMBER	PREVIOUS SID #	PREVIOUS SID PAY-OFF	DELINQUENT	SID 1421 ASSESSMENT	SID 1421 CASH CONTRIBUTION	SID PAY-OFF + DELINQUENT + SID 1421 ASSESSMENT	ESTIMATED MARKET VALUE	ESTIMATED MARKET VALUE AFTER IMPROVEMENTS
A22682					$50,641.67		$14,307.00	$64,948.67
A22683					$50,641.67		$13,170.00	$63,811.67
A22684					$50,641.67		$13,170.00	$63,811.67
A22685					$50,641.67		$13,170.00	$63,811.67
A22692					$50,641.67		$6,378.00	$57,019.67
A22693				$55,833.33		$55,833.33	$14,227.00	$70,060.33
A22694					$50,641.67		$12,564.00	$63,205.67
A22695					$50,641.67		$12,564.00	$63,205.67
A22696					$50,641.67		$13,529.00	$64,170.67
A22697				$55,833.33		$55,833.33	$14,084.00	$69,917.33
A22703					$50,641.67		$14,414.00	$65,055.67
A22704				$55,833.33		$55,833.33	$13,994.00	$69,827.33
A22705					$50,641.67		$14,023.00	$64,664.67
A22706					$50,641.67		$15,386.00	$66,027.67
A22707				$55,833.33		$55,833.33	$14,023.00	$69,856.33
A22708					$50,641.67		$15,651.00	$66,292.67
A22709				$55,833.33		$55,833.33	$16,016.00	$71,849.33
A22710					$50,641.67		$15,128.00	$65,769.67
A22711					$50,641.67		$13,374.00	$64,015.67
A22712					$50,641.67		$14,023.00	$64,664.67
A22713				$55,833.33		$55,833.33	$14,023.00	$69,856.33
A22714					$50,641.67		$14,023.00	$64,664.67
A22715					$50,641.67		$13,761.00	$64,402.67
AVERAGE		**#DIV/0!**	**$0.00**	**$55,833.33**	**$50,641.67**	**$55,833.33**	**$13,695.74**	**$65,691.75**
MEDIAN		**#NUM!**	**$0.00**	**$55,833.33**	**$50,641.67**	**$55,833.33**	**$14,023.00**	**$64,664.67**
LOW		**$0.00**	**$0.00**	**$55,833.33**	**$50,641.67**	**$55,833.33**	**$6,378.00**	**$57,019.67**
HIGH		**$0.00**	**$0.00**	**$55,833.33**	**$50,641.67**	**$55,833.33**	**$16,016.00**	**$71,849.33**

City Council Regular

Date:	12/12/2022
Title:	Second reading - Ordinance creating second office of Municipal Court Judge
Presented by:	Gina Dahl
Department:	Legal
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends Council approve and adopt the ordinance creating a second office of Municipal Court Judge on second reading.

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

Billings City Code currently provides for one elected office of Municipal Court Judge as well as a part-time Municipal Court Judge position that is appointed by the Municipal Court Judge. (See BMCC 10-202.) However, in the 2021 legislative session, the Montana legislature passed a bill that eliminated the ability of a Municipal Court Judge to appoint a part-time assistant judge. The bill became effective April 10, 2022, and Billings Municipal Court is no longer able to employ a part-time assistant judge. Therefore, Section 10-202 needs to be amended to provide for a second elected position of Municipal Court Judge. Montana Code requires City Council to set the number of Municipal Court Judges by ordinance. (See MCA 3-6-201.)

The next opportunity to hold an election for Municipal Court Judge is November 2023. This will provide for staggered terms because the Honorable Sheila Kolar was re-elected to a term as Municipal Court Judge in November 2021. This ordinance should be adopted at the beginning of 2023 to provide adequate time for suitable candidates to consider filing to run for this office. The primary election for municipal offices is held in September and candidate filing begins in April.

Council held a public hearing and passed first reading of this ordinance on November 28, 2022.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

As Council will recall, the November 2021 ballot included a public safety mill levy question which was passed and approved by 60% of the voters in Billings. During the public education process leading up to the November 2021 election, City staff provided information that part of this levy would provide funding for a second office of Municipal Court Judge as well as adequate staffing for that office. Therefore, the second office in Municipal Court is already anticipated and will be funded through the public safety mill levy.

Attachments

Ordinance
Ordinance - clean copy

ORDINANCE 22-_____

AN ORDINANCE OF THE CITY OF BILLINGS, CREATING A SECOND OFFICE OF MUNICIPAL COURT JUDGE; AMENDING CHAPTER 10 OF BILLINGS, MONTANA CITY CODE (BMCC) SECTIONS 10-202(a)(b)(c) MUNICIPAL COURT JUDGES, SECTION 10-205(a)(b) ANNUAL SALARY AND EXPENSES; ESTABLISHING A STAGGERED ELECTION CYCLE FOR THE MUNICIPAL JUDGES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Sec. 10-101 of the Billings, Montana City Code (BMCC), there shall be a municipal court as prescribed by state law; and

WHEREAS, the City has previously created the office of a full time elected municipal court judge pursuant to Title 3, Chapter 6, MCA; and the provisions of BMCC Chapter 10; and

WHEREAS, §3-6-201, MCA and Sec. 10-202(b), BMCC provide for part-time assistant judges appointed by the elected municipal court judge and confirmed by the Billings City Council to serve with all the rights and responsibilities of a full-time judge; and

WHEREAS, the 2021 Montana Legislature amended §3-6-201, MCA, to remove the authorization for part-time assistant judges and effective April 10, 2022, Montana state law requires all municipal court judges to be elected; and

WHEREAS, it is in the interests of the City to establish a second full-time elected municipal court judge position to comply with State law, to manage the municipal court's caseload and to more efficiently administer justice in the City of Billings.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. That Chapter 10 of the Billings, Montana City Code (BMCC) is amended as follows and any sections not amended herein shall remain in effect:

Sec. 10-202. - Municipal court judges.

(a) There shall be ~~one (1)~~two (2) full-time elected municipal court judges. ~~The~~A ~~-~~judge's term commences on the first Monday in January following the election. The judge shall hold office for the term of four (4) years and until a successor is elected and qualified. The terms of the municipal court judges shall be staggered.

(b) The city council may change the number of full-time municipal judges by ordinance. ~~The elected municipal court judge may, with the approval of the city council, appoint a part-time assistant judge, who must have the same qualifications as a judge pro tempore, to serve during the elected judge's term of office. An order by a part-time assistant judge has the same force and effect as an order of a municipal court judge.~~

(c) The chief judge of the municipal court shall be determined in accordance with title 3, chapter 6, of the Montana Code Annotated (MCA 3-6-101 et seq.).

Sec. 10-205. - Annual salary; expenses.

(a) Pursuant to MCA 3-6-203, the salary of the city municipal court judges ~~and any part-time assistant judge~~ must be fixed by ordinance or resolution.

(b) In addition to the foregoing, ~~the~~ a ~~Billings M~~municipal ~~C~~court ~~j~~Judge shall receive his or her actual and necessary traveling expenses and all other necessary expenses as budgeted in the city's annual budget.

Section 2. The City Council hereby authorizes the creation of a second full time office of a municipal court judge to commence on the first Monday in January of 2024. The Billings City Council hereby requests the Yellowstone County Clerk - Elections Administrator to immediately commence with an election for the second full time municipal court judge to occur on November 7, 2023.

Section 3. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 4**.** **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 5**.** **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this _____ 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, CREATING A SECOND OFFICE OF MUNICIPAL COURT JUDGE; AMENDING CHAPTER 10 OF BILLINGS, MONTANA CITY CODE (BMCC) SECTIONS 10-202(a)(b)(c) MUNICIPAL COURT JUDGES, SECTION 10-205(a)(b) ANNUAL SALARY AND EXPENSES; ESTABLISHING A STAGGERED ELECTION CYCLE FOR THE MUNICIPAL JUDGES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Sec. 10-101 of the Billings, Montana City Code (BMCC), there shall be a municipal court as prescribed by state law; and

WHEREAS, the City has previously created the office of a full time elected municipal court judge pursuant to Title 3, Chapter 6, MCA; and the provisions of BMCC Chapter 10; and

WHEREAS, §3-6-201, MCA and Sec. 10-202(b), BMCC provide for part-time assistant judges appointed by the elected municipal court judge and confirmed by the Billings City Council to serve with all the rights and responsibilities of a full-time judge; and

WHEREAS, the 2021 Montana Legislature amended §3-6-201, MCA, to remove the authorization for part-time assistant judges and effective April 10, 2022, Montana state law requires all municipal court judges to be elected; and

WHEREAS, it is in the interests of the City to establish a second full-time elected municipal court judge position to comply with State law, to manage the municipal court's caseload and to more efficiently administer justice in the City of Billings.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. That Chapter 10 of the Billings, Montana City Code (BMCC) is amended as follows and any sections not amended herein shall remain in effect:

Sec. 10-202. - Municipal court judges.

(a) There shall be two (2) full-time elected municipal court judges. A judge's term commences on the first Monday in January following the election. The judge shall hold office for the term of four (4) years and until a successor is elected and qualified. The terms of the municipal court judges shall be staggered.

(b) The city council may change the number of full-time municipal judges by ordinance.

(c) The chief judge of the municipal court shall be determined in accordance with title 3, chapter 6, of the Montana Code Annotated (MCA 3-6-101 et seq.).

Sec. 10-205. - Annual salary; expenses.

(a) Pursuant to MCA 3-6-203, the salary of the city municipal court judges must be fixed by ordinance or resolution.

(b) In addition to the foregoing, a municipal court judge shall receive his or her actual and necessary traveling expenses and all other necessary expenses as budgeted in the city's annual budget.

Section 2. The City Council hereby authorizes the creation of a second full time office of a municipal court judge to commence on the first Monday in January of 2024. The Billings City Council hereby requests the Yellowstone County Clerk - Elections Administrator to immediately commence with an election for the second full time municipal court judge to occur on November 7, 2023.

Section 3. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 4**.** **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 5**.** **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this _____ 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:	12/12/2022
Title:	Payment of Claims for week of November 7, 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 $2,515,499.25 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 11072022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	856755	AAA Trees Done Right	Street/Traffic	$ 2,500.00	remove elms in drainage, chip brush
11/07/2022	856756	ADK Consulting	Airport	$ 13,300.00	Invoice 7027 Second installment
11/07/2022	856768	ATS Inland NW	Airport	$ 3,079.00	FY23 Energy Management Services - Terminal
11/07/2022	856768	ATS Inland NW	Airport	$ 714.00	FY23 Energy Management Services - QTA
11/07/2022	856769	Automon	Court Grants	$ 6,615.00	AutoMon - AIMS-Specialty Court Subscriptions
11/07/2022	856782	Business Tax Section	Airport	$ 103.12	Retainage Release. West Hangar Utilities & Road Improvements
11/07/2022	856782	Business Tax Section	Airport	$ 7,627.98	Terminal Expansion - AIP76 Eligible for Reimbursement
11/07/2022	856782	Business Tax Section	Airport	$ 847.55	Terminal Expansion - AIP76 Eligible Local Costs
11/07/2022	856782	Business Tax Section	Airport	$ 717.02	Terminal Expansion - Ineligible Local Cost
11/07/2022	856782	Business Tax Section	Airport	$ 681.18	TSA Equipment Relocation Project
11/07/2022	856782	Business Tax Section	Airport	$ 740.00	Water Tower/Reservoir Painting
11/07/2022	856782	Business Tax Section	Airport	$ 2,864.20	West Taxilane Extension - Eligible for Reimbursement
11/07/2022	856782	Business Tax Section	Airport	$ 318.24	West Taxilane Extension - Ineligible Costs
11/07/2022	856782	Business Tax Section	Airport	$ 954.41	West Utilities & Road Improvement - Amendment #27
11/07/2022	856782	Business Tax Section	Arterial Streets	$ 2,146.88	WO 22-29 24th St West Signal Conduit Upgrade; Payment 3
11/07/2022	856782	Business Tax Section	Gas Tax	$ 186.23	SID 1411 Park Lane Paving; Payment 5 F
11/07/2022	856782	Business Tax Section	Gas Tax	$ 1,318.16	WO 21-11Highwood Dr Reconstruction; Payment 6 F
11/07/2022	856782	Business Tax Section	Gas Tax	$ 530.22	WO 21-11Highwood Dr Reconstruction; Pyment 6 F
11/07/2022	856782	Business Tax Section	Gas Tax	$ 755.58	WO 22-04 City ADA Project; Payment 4 F
11/07/2022	856782	Business Tax Section	Park Dist 1	$ 679.50	business tax on 3 Bull for Castle Rock playground-PAYMENT 1-373
11/07/2022	856782	Business Tax Section	Parking	$ 49.00	Replacement of Park 2 Canopy Faces
11/07/2022	856782	Business Tax Section	Public Safety	$ 80.60	1% CGR - FIRE 4: Remove & replace HVAC system w/Heil
11/07/2022	856782	Business Tax Section	Public Safety	$ 57.50	911 CENTER: REPLACE EXISTING VENT PIPES WITH PVC
11/07/2022	856782	Business Tax Section	Public Safety	$ 130.00	CGR2 -FIRE 7- new exhaust removal system
11/07/2022	856782	Business Tax Section	SID Const	$ 57.24	SID 1411 Park Lane Paving; payment 5 F
11/07/2022	856782	Business Tax Section	Sidewalk Const	$ 558.87	WO 21-11Highwood Dr Reconstruction; Payment 6 F
11/07/2022	856782	Business Tax Section	Transit	$ 3,666.82	MET Transit Training Lot Construction - Federal Share
11/07/2022	856782	Business Tax Section	Transit	$ 916.71	MET Transit Training Lot Construction - Local Share
11/07/2022	856782	Business Tax Section	Wastewater	$ 165.06	Add Functions to WRF Generator for Scenarios if there is Loss of Power
11/07/2022	856782	Business Tax Section	Wastewater	$ 3,023.06	WO 20-01 Phase 2 Sanitary Sewer Interceptor Replacement
11/07/2022	856782	Business Tax Section	Wastewater	$ 3,514.62	WO 22-01 Water and Sewer Main Replacement; Payment 5 F
11/07/2022	856782	Business Tax Section	Wastewater	$ 6,951.81	WO 22-10 Alkali Cr Water & Sewer Extension; Payment 6
11/07/2022	856782	Business Tax Section	Water	$ 99.75	Finishing Touch Exteriors Inc ; Payment Staples Pump Roof
11/07/2022	856782	Business Tax Section	Water	$ 229.50	Water Service Repairs- 12-23-21 List; Payment 1 Final
11/07/2022	856782	Business Tax Section	Water	$ 1,061.88	WO 22-10 Alkali Cr Water & Sewer Extension; Payment 6

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	856784	Carahsoft Technology	Building	$ 69,785.95	ePlansoft licenses x34
11/07/2022	856786	Cellebrite USA Corp	PD Program	$ 2,000.00	CCSIU.
11/07/2022	856786	Cellebrite USA Corp	PD Program	$ 7,600.00	HIDTA.
11/07/2022	856791	Charter Communication	Phone System	$ 1,385.98	Fiber at 210 N 27th
11/07/2022	856791	Charter Communication	Phone System	$ 701.37	Fiber to 1705 Monad Road
11/07/2022	856791	Charter Communication	Phone System	$ 1,172.85	Fiber to 4848 Midland Road
11/07/2022	856797	City Of Bozeman	Fire Grants	$ 3,017.30	RAPID ID/SAFETY OFFICER: HMEP GRANT REIMBURSEMENT
11/07/2022	856798	City of Missoula	Fire Grants	$ 12,954.56	RAPID ID/SAFETY OFFICER: HMEP GRANT REIMBURSEMENT
11/07/2022	856801	Community Solutions Inc	Court Grants	$ 2,935.00	22 Oct. CSI
11/07/2022	856805	Cop Construction Co	Wastewater	$ 347,947.01	WO 22-01 Water and Sewer Main Replacement; Payment 5 F
11/07/2022	856810	Creative Monograms	Engineering	$ 125.00	Winter Gear Engineering
11/07/2022	856810	Creative Monograms	Street/Traffic	$ 2,172.00	Streets Winter Gear
11/07/2022	856810	Creative Monograms	Wastewater	$ 675.60	DC Winter Gear
11/07/2022	856810	Creative Monograms	Wastewater	$ 88.50	Winter Gear Ladies
11/07/2022	856810	Creative Monograms	Wastewater	$ 595.00	Winter Gear WRF
11/07/2022	856810	Creative Monograms	Water	$ 1,013.40	DC Winter Gear
11/07/2022	856810	Creative Monograms	Water	$ 250.50	Winter Gear Ladies
11/07/2022	856810	Creative Monograms	Water	$ 296.00	Winter Gear Meter Shop
11/07/2022	856810	Creative Monograms	Water	$ 1,004.00	Winter gear WTP
11/07/2022	856813	Cushing Terrell	Park Dist 1	$ 640.00	consultant on the replacement of existing playground at Arrowhead park
11/07/2022	856813	Cushing Terrell	Park Dist 1	$ 1,865.00	consultant on the reconstruction of the north parking lot
11/07/2022	856814	Dakota Supply Group	Wastewater	$ (100.80)	RETURN PARTS
11/07/2022	856814	Dakota Supply Group	Water	$ 3,400.00	6' FIRE HYDRANT BILLINGS SPECS - PUSH ON
11/07/2022	856814	Dakota Supply Group	Water	$ (151.20)	RETURN PARTS
11/07/2022	856814	Dakota Supply Group	Water	$ 198.76	SERVICES
11/07/2022	856814	Dakota Supply Group	Water	$ 515.84	STRAIGHT COUPLING 1" XXS - LEAD X 110CTS
11/07/2022	856816	Denny Menholt Frontier	Property Ins	$ 2,526.85	BPD Car #1413 damages were the fault of a private citizen
11/07/2022	856817	Dept of Treasury	General	$ 4,263.00	CYE2018 Form 720 Fees payment missed FY 2019
11/07/2022	856818	Desert Mt Corp	Street/Traffic	$ 5,256.67	inv#22-100700ice slicer
11/07/2022	856818	Desert Mt Corp	Street/Traffic	$ 5,238.17	inv#22-100701ice slicer
11/07/2022	856819	Dick Anderson Const	Stillwater Const	$ 375.47	Remodel of City of Billings Law & Justice Center/City Hall
11/07/2022	856819	Dick Anderson Const	Stillwater Const	$ 8,674.53	Remodel of City of Billings Law & Justice Center/City Hall
11/07/2022	856820	Downtown Blgs Partners	Tax Incrmnt N27	$ 23,286.75	Annual DBP Operating Agreement FY2023 $279,441
11/07/2022	856820	Downtown Blgs Partners	Tax Incrmnt N27	$ 23,286.75	Annual DBP Operating Agreement FY2023 $279,442
11/07/2022	856821	Ecolane USA	Transit	$ 6,499.00	Annual Charge 8/1/22 - 7/31/23. Para Dispatch

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	856823	Ennis-Flint	Street/Traffic	$ 7,605.13	heat tape markings
11/07/2022	856826	Finishing Touch Exterior	Water	$ 9,874.76	Repair Roof at Staples Pump Station; Staples Pump Roof Invoice
11/07/2022	856832	Governmentjobs.com	General	$ 28,508.00	Subscription fee for insight for term 2-25-2022 - 2-24-25
11/07/2022	856835	Great West Eng	Park Dist 1	$ 3,700.00	consultant on removing and replacing existing restroom at North park
11/07/2022	856835	Great West Eng	Solid Waste	$ 6,138.10	WO 20-41 Landfill GCCS Study/Report; Payment 7
11/07/2022	856835	Great West Eng	Solid Waste	$ 6,664.10	WO 20-41 Landfill GCCS Study/Report; Payment 8
11/07/2022	856835	Great West Eng	Solid Waste	$ 3,983.60	WO 23-13 Landfill Class IV Expansion Permit; payment #2
11/07/2022	856837	Gunarama Wholesale	Public Safety	$ 40,885.00	85 Glock 17.
11/07/2022	856842	Hawkins	Water	$ 30,009.76	AQUA HAWK COAGULANT
11/07/2022	856843	HCL Truck Equipt	Airport	$ 214.75	Invoice #24631. Pickup Plow Parts
11/07/2022	856843	HCL Truck Equipt	Park Dist 1	$ 3,800.00	HTX Boss snowplow - 24623
11/07/2022	856845	High Point Network	Phone System	$ 4,323.16	ST100 Voice Switch -Police Dept. Main Phones
11/07/2022	856849	Iaff	Payroll Clearing	$ 5,063.88	Payroll Summary
11/07/2022	856854	Ingram Library Service	Library	$ 1.61	71988696
11/07/2022	856854	Ingram Library Service	Library	$ 148.96	71988696
11/07/2022	856854	Ingram Library Service	Library	$ 416.97	71988696
11/07/2022	856854	Ingram Library Service	Library	$ 123.28	71988696
11/07/2022	856854	Ingram Library Service	Library	$ 1,669.54	71988696
11/07/2022	856854	Ingram Library Service	Library	$ 1.29	71988697
11/07/2022	856854	Ingram Library Service	Library	$ 1,191.96	71988697
11/07/2022	856854	Ingram Library Service	Library	$ 429.94	71988697
11/07/2022	856854	Ingram Library Service	Library	$ 373.76	71988697
11/07/2022	856854	Ingram Library Service	Library	$ 50.56	71988697
11/07/2022	856854	Ingram Library Service	Library	$ 300.70	71988697
11/07/2022	856854	Ingram Library Service	Library	$ 0.01	71988698
11/07/2022	856854	Ingram Library Service	Library	$ 11.99	71988698
11/07/2022	856854	Ingram Library Service	Library	$ 0.09	71988699
11/07/2022	856854	Ingram Library Service	Library	$ 70.68	71988699
11/07/2022	856854	Ingram Library Service	Library	$ 36.58	71988699
11/07/2022	856854	Ingram Library Service	Library	$ 33.11	71988700
11/07/2022	856854	Ingram Library Service	Library	$ 11.99	71988700
11/07/2022	856854	Ingram Library Service	Library	$ 16.04	72061012
11/07/2022	856854	Ingram Library Service	Library	$ 0.20	72061012
11/07/2022	856854	Ingram Library Service	Library	$ 0.16	72061013
11/07/2022	856854	Ingram Library Service	Library	$ 10.02	72061013

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11/07/2022	856854	Ingram Library Service	Library	$ 22.99	72061014
11/07/2022	856854	Ingram Library Service	Library	$ 0.19	72061014
11/07/2022	856854	Ingram Library Service	Library	$ 0.50	72061015
11/07/2022	856854	Ingram Library Service	Library	$ 17.69	72061015
11/07/2022	856854	Ingram Library Service	Library	$ 8.25	72061015
11/07/2022	856854	Ingram Library Service	Library	$ 17.47	72061015
11/07/2022	856854	Ingram Library Service	Library	$ 8.99	72061016
11/07/2022	856854	Ingram Library Service	Library	$ 0.10	72061016
11/07/2022	856854	Ingram Library Service	Library	$ 101.90	72061018
11/07/2022	856854	Ingram Library Service	Library	$ 1.72	72061018
11/07/2022	856854	Ingram Library Service	Library	$ 6.02	72061017 Sensory Storytime
11/07/2022	856854	Ingram Library Service	Property Ins	$ 127.97	71988701 20221007-HVAC-2126
11/07/2022	856854	Ingram Library Service	Property Ins	$ 211.41	71988702 20221007-HVAC-2126
11/07/2022	856854	Ingram Library Service	Property Ins	$ 75.36	71988703 20221007-HVAC-2126
11/07/2022	856854	Ingram Library Service	Property Ins	$ 83.02	72074853 20221007-HVAC-2126
11/07/2022	856857	Junior Library Guild	Library	$ 9,392.34	627815 Standing Order
11/07/2022	856860	Knife River	Street/Traffic	$ 96.15	inv#8486163/4" bedding rock
11/07/2022	856860	Knife River	Transit	$ 363,015.51	MET Transit Training Lot Construction - Federal Share
11/07/2022	856860	Knife River	Transit	$ 90,753.88	MET Transit Training Lot Construction - Local Share
11/07/2022	856863	L N Curtis & Sons	Public Safety	$ 9,195.00	JACKET: G-XTREME 3.0, SPECS PER RFP
11/07/2022	856863	L N Curtis & Sons	Public Safety	$ -	PANT: G-XTREME 3.0, SPECS PER RFP
11/07/2022	856864	L P Anderson Tire	Building	$ 705.48	1999097
11/07/2022	856864	L P Anderson Tire	Public Safety	$ 3,252.40	1998286
11/07/2022	856864	L P Anderson Tire	Public Safety	$ 939.80	1999236
11/07/2022	856864	L P Anderson Tire	Solid Waste	$ 705.48	1999100
11/07/2022	856864	L P Anderson Tire	Solid Waste	$ 26.95	1999108
11/07/2022	856864	L P Anderson Tire	Street/Traffic	$ 91.50	1998054
11/07/2022	856864	L P Anderson Tire	Street/Traffic	$ 91.50	1998063
11/07/2022	856864	L P Anderson Tire	Street/Traffic	$ 18.00	1998525
11/07/2022	856864	L P Anderson Tire	Street/Traffic	$ 47.50	1999123
11/07/2022	856865	Lee Newspaper	P.W. Admin	$ 12,595.59	Public Works Department Media Marketing September 2022 Billing
11/07/2022	856868	Lithia Dodge -Blgs	Building	$ 202.00	469329
11/07/2022	856868	Lithia Dodge -Blgs	Fleet	$ 129.76	469357 PO NUM 315270
11/07/2022	856868	Lithia Dodge -Blgs	Street/Traffic	$ 42,799.50	2022 ram 3500 truck. This is an approved ERP purchase
11/07/2022	856869	M R Concrete	Water	$ 800.00	2515 Rancho Approach

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11/07/2022	856869	M R Concrete	Water	$ 1,200.00	2716 & 2720 Minnesota Ave Sidewalk
11/07/2022	856869	M R Concrete	Water	$ 1,200.00	2932 Daystar Cir Driveway
11/07/2022	856869	M R Concrete	Water	$ 800.00	3534 Corbin Driveway
11/07/2022	856869	M R Concrete	Water	$ 1,200.00	770 Briar Pl Driveway
11/07/2022	856881	MFPE	Payroll Clearing	$ 2,715.26	Payroll Summary
11/07/2022	856877	Missoula Rural Fire Dist	Fire Grants	$ 3,119.33	HMEP GRANT RAPID ID & RISK ASSESSMENT MAR, 2022
11/07/2022	856886	Morrison Maierle	Airport	$ 3,656.43	AIP-73 Terminal Expansion - Eligible for Reimbursement
11/07/2022	856886	Morrison Maierle	Airport	$ 406.27	AIP-73 Terminal Expansion - Ineligible for Reimbursement
11/07/2022	856886	Morrison Maierle	Airport	$ 343.70	AIP-76 Terminal Expansion - eligible for local
11/07/2022	856886	Morrison Maierle	Airport	$ 5,211.00	Amendment #2 Carpet Installation & Replacement Project
11/07/2022	856886	Morrison Maierle	Airport	$ 7,632.23	Pavement Condition Index Study - Phase 1 - Federal Amount
11/07/2022	856886	Morrison Maierle	Airport	$ 848.02	Pavement Condition Index Study - Phase 1 - Local Amount
11/07/2022	856886	Morrison Maierle	Airport	$ 199.82	Commercial Aircraft Concrete Ramps-Engineering - CA - Federal Share
11/07/2022	856888	MPPA	Payroll Clearing	$ 3,859.94	Payroll Summary
11/07/2022	856879	MT CSED	Payroll Clearing	$ 4,607.33	Payroll Summary
11/07/2022	856882	MT Lines	Arterial Streets	$ 212,541.95	WO 22-29 24th St West Signal Conduit Upgrade; Payment 3
11/07/2022	856883	MT Municipal Interlocal	Property Ins	$ 24,201.33	October 2022 Liability Self Insurance Payments
11/07/2022	856885	MT State Firemen	Payroll Clearing	$ 4,617.60	Payroll Summary
11/07/2022	856894	NorthWestern Energy	Engineering	$ 47.25	Depot parking lot
11/07/2022	856894	NorthWestern Energy	General	$ 53.80	0712539-6
11/07/2022	856894	NorthWestern Energy	General	$ 10.35	1635289-0
11/07/2022	856894	NorthWestern Energy	Library	$ 6,885.15	3039007-4 Library electricity October 2022
11/07/2022	856894	NorthWestern Energy	Park Dist 1	$ 23.68	0920801-8
11/07/2022	856894	NorthWestern Energy	Park Dist 1	$ 141.77	1141284-8
11/07/2022	856894	NorthWestern Energy	Park Dist 1	$ 569.87	1160780-1
11/07/2022	856894	NorthWestern Energy	Park Dist 1	$ 6.00	1230066-1
11/07/2022	856894	NorthWestern Energy	Park Dist 1	$ 16.26	3020837-5
11/07/2022	856894	NorthWestern Energy	Public Safety	$ 427.79	0100477-9 FIRE 6 ELECTRIC SERVICE, FY2023
11/07/2022	856894	NorthWestern Energy	Radio	$ 176.31	1006915-1
11/07/2022	856894	NorthWestern Energy	Street/Traffic	$ 6.97	2047000-1
11/07/2022	856894	NorthWestern Energy	Street/Traffic	$ 7.69	2047011-8
11/07/2022	856894	NorthWestern Energy	Wastewater	$ 106.16	0723383-6
11/07/2022	856894	NorthWestern Energy	Wastewater	$ 430.78	0723878-5
11/07/2022	856894	NorthWestern Energy	Wastewater	$ 1,988.30	2132749-9
11/07/2022	856894	NorthWestern Energy	Wastewater	$ 411.23	822 Shiloh Crossing BLVD Lift

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11/07/2022	856894	NorthWestern Energy	Water	$ 817.23	0100478-7
11/07/2022	856894	NorthWestern Energy	Water	$ 6.00	0722249-0
11/07/2022	856894	NorthWestern Energy	Water	$ 3,789.73	0722270-6
11/07/2022	856898	Pioneer Tech Service	Solid Waste	$ 16,568.71	WO 22-47 Landfill Slope Stability Improvements; Payment #1
11/07/2022	856901	Public Utilities	Airport	$ 17,119.22	136516
11/07/2022	856901	Public Utilities	Airport	$ 75.17	250828-Alpine Air-Maintenance
11/07/2022	856901	Public Utilities	Airport	$ 135.86	250831-Zone Dispatch-IP6 & IP7
11/07/2022	856901	Public Utilities	Airport	$ 52.12	250832-Corp Air/Alpine
11/07/2022	856901	Public Utilities	Airport	$ 187.22	250834-QTA
11/07/2022	856901	Public Utilities	Airport	$ 93.61	250836-West End T-Hangars
11/07/2022	856901	Public Utilities	Airport	$ 127.29	250840-Edwards Jet Center West
11/07/2022	856901	Public Utilities	Airport	$ 97.97	250842-Executive Hangars
11/07/2022	856901	Public Utilities	Airport	$ 7.00	250842-Executive Hangars USDA APHIS
11/07/2022	856901	Public Utilities	Airport	$ 158.27	250843-Airfield Maintenance Compactor
11/07/2022	856901	Public Utilities	Airport	$ 126.62	250845-Airfield Maintenance
11/07/2022	856901	Public Utilities	Airport	$ 328.98	250847-UPS Gate 21
11/07/2022	856901	Public Utilities	Airport	$ 104.24	250848-Edwards Jet Center 1871 Aviation Place
11/07/2022	856901	Public Utilities	Airport	$ 104.97	250849-Rocky Mountain College-EJC
11/07/2022	856901	Public Utilities	Airport	$ 127.29	250850-US Postal Service Gate 15
11/07/2022	856901	Public Utilities	Airport	$ 149.34	250851-Edwards Jet Center 1691 Aviation Place
11/07/2022	856901	Public Utilities	Airport	$ 74.67	250853-Aerotronics
11/07/2022	856901	Public Utilities	Airport	$ 127.29	250854-Marchi Hangar
11/07/2022	856901	Public Utilities	Airport	$ 63.69	250855-Marchi Office
11/07/2022	856901	Public Utilities	Airport	$ 104.97	250857-MT State Lands DEQ/DNRC
11/07/2022	856901	Public Utilities	Airport	$ 104.97	250858-Billings Fire Center-BLM
11/07/2022	856901	Public Utilities	Airport	$ 52.12	250859-TSA
11/07/2022	856901	Public Utilities	Facilities	$ 538.54	158260
11/07/2022	856901	Public Utilities	Park Dist 1	$ 104.97	255552
11/07/2022	856901	Public Utilities	Solid Waste	$ 28.01	273983
11/07/2022	856901	Public Utilities	Wastewater	$ 9.75	180645
11/07/2022	ACH	RDO Equipt	Solid Waste	$ 934.64	P0129712
11/07/2022	ACH	RDO Equipt	Solid Waste	$ 20.31	P0160012
11/07/2022	ACH	RDO Equipt	Solid Waste	$ 608.32	P0160112
11/07/2022	ACH	RDO Equipt	Solid Waste	$ 1,401.96	P0161412
11/07/2022	ACH	RDO Equipt	Solid Waste	$ 183.63	P0173612

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11/07/2022	ACH	RDO Equipt	Solid Waste	$ 198.32	P0183012
11/07/2022	ACH	RDO Equipt	Solid Waste	$ 5.00	P0183012
11/07/2022	ACH	RDO Equipt	Solid Waste	$ 290.64	W3594212
11/07/2022	ACH	RDO Equipt	Solid Waste	$ 1,901.80	W3594212
11/07/2022	ACH	RDO Equipt	Solid Waste	$ 164.65	W3597512
11/07/2022	856904	RE Investment Co	Wastewater	$ 994.50	Boomlift Rental 09/27/2022 - 10/25/2022
11/07/2022	856904	RE Investment Co	Water	$ 1,049.70	Boomlift Rental .1 day. for Radio work
11/07/2022	856904	RE Investment Co	Water	$ 994.50	Boomlift Rental 09/27/2022 - 10/25/2022
11/07/2022	856907	Rimrock Foundation	PD Program	$ 36,044.61	COSSAP 9/30/2022.
11/07/2022	856911	Rocky Mt Health Network	City Ins Fund	$ 2,325.00	Healthy Is EAP October 2022
11/07/2022	856911	Rocky Mt Health Network	City Ins Fund	$ 2,325.00	Inv. 47538 September 2022 EAP
11/07/2022	856910	Rocky Mt Health Network	City Ins Fund	$ 7,800.00	October 2022 Healthy Is Wellness and Health Behavior Change Program
11/07/2022	856914	SEL Schweitzer Eng	Wastewater	$ 16,340.94	Add Functions to WRF Generator for Scenarios if there is Loss of Power
11/07/2022	856919	Spencer Industries	Wastewater	$ 4,925.45	NONSTOCKING ITEMS-P.U.D.
11/07/2022	856921	Steiner Thuesen	Park Dist 1	$ 7,722.75	october 2022 consult on improvement to the south end of Coulson Park
11/07/2022	856921	Steiner Thuesen	Park Dist 1	$ 377.50	W.O.22-08 Central Park Tennis Court 1; Payment # 9
11/07/2022	856921	Steiner Thuesen	Park Dist 1	$ 2,106.60	WO 22-43 Ponderosa Park Irrigation Sys Replacement; Payment 5
11/07/2022	856922	Stevens Brothers	Facilities	$ 1,495.00	Add backflows at the animal shelter
11/07/2022	856922	Stevens Brothers	Public Safety	$ 5,692.50	911 CENTER: REPLACE EXISTING VENT PIPES WITH PVC
11/07/2022	856923	Stewart Title Co	FireStation	$ 5,000.00	$5,000.00 Earnest money for Firehouse, held by Stewart Title
11/07/2022	856929	Tel Net System	Facilities	$ 9,640.10	Fiber Box installed at north side CH
11/07/2022	856930	Terracon Consultants	Arterial Streets	$ 1,825.00	WO 19-15, WO 21-11, WO 21-17, WO 22-38
11/07/2022	856930	Terracon Consultants	Gas Tax	$ 1,235.00	WO 19-15, WO 21-11, WO 21-17, WO 22-38
11/07/2022	856931	Terracon Consultants	Gas Tax	$ 3,835.00	WO 22-03 Overlay and Chip Seal Materials Testing; Payment 3
11/07/2022	856930	Terracon Consultants	Park Dist 1	$ 1,160.00	WO 19-15, WO 21-11, WO 21-17, WO 22-38
11/07/2022	856930	Terracon Consultants	Storm Sewer	$ 142.50	WO 19-15, WO 21-11, WO 21-17, WO 22-38
11/07/2022	856934	Thorn Run Partners	General	$ 3,750.00	Federal Lobbying Svcs 2 Year Contract.; payment 3
11/07/2022	856934	Thorn Run Partners	P.W. Admin	$ 3,750.00	Federal Lobbying Svcs 2 Year Contract.; Payment 3
11/07/2022	856935	TNT Springs	Fleet	$ 134.00	215125 PO NUM 315277
11/07/2022	856935	TNT Springs	Fleet	$ 268.00	215224 PO NUM 315277
11/07/2022	856935	TNT Springs	Public Safety	$ 4,896.12	213633
11/07/2022	856935	TNT Springs	Public Safety	$ (300.00)	215257
11/07/2022	856935	TNT Springs	Solid Waste	$ 664.56	215145
11/07/2022	856935	TNT Springs	Solid Waste	$ 614.24	215194
11/07/2022	ACH	Town & Co Supply	Fleet	$ 31,070.90	4302080 PO NUM 315268

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11/07/2022	ACH	Town & Co Supply	Fleet	$ 32,618.41	431120 PO NUM 315264
11/07/2022	ACH	Town & Co Supply	Public Safety	$ 687.86	431985 FIRE 3: DIESEL, WINTER BLEND [150 GALLONS]
11/07/2022	ACH	Town & Co Supply	Public Safety	$ 687.86	431986 FIRE 6: DIESEL, WINTER BLEND [150 GALLONS]
11/07/2022	ACH	Town & Co Supply	Public Safety	$ 1,146.42	431987 FIRE 1 DIESEL, WINTER BLEND
11/07/2022	ACH	Town & Co Supply	Public Safety	$ 801.66	431987 FIRE 1 UNLEADED
11/07/2022	ACH	Town & Co Supply	Public Safety	$ 1,627.76	431988 FIRE 2 DIESEL, WINTER BLEND
11/07/2022	ACH	Tractor & Equipt	General	$ 110.41	BLCS0793277
11/07/2022	ACH	Tractor & Equipt	Solid Waste	$ (1,194.20)	BLBO0019644
11/07/2022	ACH	Tractor & Equipt	Solid Waste	$ (1,301.70)	BLBO0019644
11/07/2022	ACH	Tractor & Equipt	Solid Waste	$ (100.16)	BLCR0096461
11/07/2022	ACH	Tractor & Equipt	Solid Waste	$ 125.20	BLCS0791764
11/07/2022	ACH	Tractor & Equipt	Solid Waste	$ 371.10	BLCS0792648
11/07/2022	ACH	Tractor & Equipt	Solid Waste	$ 61.22	BLCS0792840
11/07/2022	ACH	Tractor & Equipt	Solid Waste	$ 68.82	BLCS0793073
11/07/2022	ACH	Tractor & Equipt	Solid Waste	$ 620.04	BLCS0793201
11/07/2022	ACH	Tractor & Equipt	Solid Waste	$ 1,632.24	BLCS0793276
11/07/2022	ACH	Tractor & Equipt	Solid Waste	$ 108.70	BLCS0793863
11/07/2022	ACH	Tractor & Equipt	Solid Waste	$ 401.92	BLCS0793864
11/07/2022	ACH	Tractor & Equipt	Solid Waste	$ 1,301.70	BLWO0219570
11/07/2022	ACH	Tractor & Equipt	Solid Waste	$ 1,194.20	BLWO0219570
11/07/2022	ACH	Tractor & Equipt	Solid Waste	$ 1,280.00	BLWO0219700
11/07/2022	ACH	Tractor & Equipt	Solid Waste	$ 933.44	BLWO0219700
11/07/2022	ACH	Tractor & Equipt	Solid Waste	$ 994.00	BLWO0219774
11/07/2022	ACH	Tractor & Equipt	Solid Waste	$ 102.00	BLWO0219774
11/07/2022	ACH	Tractor & Equipt	Solid Waste	$ 1,000.51	BLWO0219774
11/07/2022	ACH	Tractor & Equipt	Street/Traffic	$ 131.76	BLCS0793776
11/07/2022	ACH	Tractor & Equipt	Street/Traffic	$ 1,610.99	BLCS0793777
11/07/2022	856937	Transloc	Transit	$ 39,925.00	Annual AVL & APC's (Replacing DoubleMap)
11/07/2022	856939	Tyler Tech	Public Safety	$ 15,211.75	Annual MDC or Table annual maintenance.
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 915.59	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 579.00	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 445.23	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 12.27	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 115.00	A1 Jds Lock - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 11.00	Aerotronics Inc Tfbo - PCard

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11/07/2022	ACH	U.S. Bank PCards	Airport	$ 143.33	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 368.84	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 31.97	Amzn Mktp Us*140Eo5B01 - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 10.68	Amzn Mktp Us*145Pz7O21 - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 94.94	Amzn Mktp Us*146Tw7O21 - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 86.99	Amzn Mktp Us*1K59Y0Db1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 29.96	Amzn Mktp Us*1U5Fc26C0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 139.98	Amzn Mktp Us*1U65D9Yf1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 307.68	Amzn Mktp Us*1U8Uu4Yw0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 63.98	Amzn Mktp Us*H81Wh1Fb1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 89.94	Amzn Mktp Us*Ht4K20H10 - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 219.90	Amzn Mktp Us*Ht6Z253O1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 24.00	Applied Ind Tech 2422 - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 51.89	Archie Cochrane Ford - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 19.99	Best Buy 00005926 - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 26.26	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 5.57	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 569.25	Billings Overhead Door In - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 243.00	Billings Overhead Door In - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 25.00	Buildersfirstsource64021 - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 41.94	Buildersfirstsource64021 - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 27.96	Buildersfirstsource64021 - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 10.88	Carquest 3103 - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 67.00	Conoco - Helena 5 1258 - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 332.40	Cross Petroleum Service - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 22.50	Culligan Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 33.30	Culligan Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 100.99	Dtv*Directv Service - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 20.00	Eb Preparedness2022 I - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 192.09	Ecolab Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 9.56	Evergreen Ace Hardware - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 65.16	Fei, Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 349.06	Fei, Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 68.31	Fei, Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 149.66	Fischer Comm Flooring L - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 63.18	Fisher'S Technology - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 38.88	Fisher'S Technology - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 2,445.00	General Safety Equipment - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 2,372.32	Gih*Globalindustrialeq - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 28.00	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 92.66	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 9.26	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 217.31	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 285.72	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 111.98	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 163.40	Hanson Chemical - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 100.00	Historical Society-Gift - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 375.00	Historical Society-Gift - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 176.30	Historical Society-Gift - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 50.00	In *Cotter'S Sewer, Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 72.72	In *Farcountry Incorporat - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 730.67	Itw Gse - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 160.80	Johnstone Supply - Billin - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 164.82	Johnstone Supply - Billin - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ (164.82)	Johnstone Supply - Billin - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 2,500.00	Kb Commercial Products - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 1,455.23	Kb Commercial Products - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 54.97	Lockwood Ace Hardware - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 91.20	Lowes #00319* - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 335.00	Lp Anderson - Point S, Dt - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 1,858.04	Lp Anderson - Point S, Dt - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 25.00	Lp Anderson - Point S, Dt - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 1,135.52	Lp Anderson - Point S, Dt - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 13.00	Meadow Green Sales - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 12.50	Meadow Green Sales - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 1.50	Meadow Green Sales - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 13.00	Meadow Green Sales - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 32.24	Napa Store 3547007 - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 144.60	Norco Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 2,343.59	Nwestco - 002 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 191.50	Nwestco - 002 - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 191.88	O'Reilly Auto Parts 1551 - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 114.96	Partstree.Com - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 720.00	Paypal *Cbi Mbb - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 159.72	Post Guard Terminal - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 155.42	Qualification Targets Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 14.00	Schnitzer Steel Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 10.00	Schnitzer Steel Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 442.52	Sp Air Compressor Se - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 1,856.65	Spencer Fluid Power Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 30.25	Spic And Span - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 41.25	Spic And Span - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 238.96	The Gallery Collection - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 77.69	The Ups Store 2594 - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 10.47	Tractor-Supply-Co #0303 - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 1,500.00	Transportation Security - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 360.00	Yellowstone Electric Comp - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 946.00	Yellowstone Electric Comp - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 1,677.00	Yellowstone Electric Comp - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 59.56	Yellowstone Electric Comp - PCard
11/07/2022	ACH	U.S. Bank PCards	Airport	$ 14.99	Zoom.Us 888-799-9666 - PCard
11/07/2022	ACH	U.S. Bank PCards	Building	$ 70.27	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Building	$ (97.33)	Amazon.Com - PCard
11/07/2022	ACH	U.S. Bank PCards	Building	$ 97.33	Amazon.Com*140Yi68O2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Building	$ 72.92	Amazon.Com*146Ut8Zd0 Amzn - PCard
11/07/2022	ACH	U.S. Bank PCards	Building	$ 12.98	Amzn Mktp Us*1K2Tu2Oe2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Building	$ 85.82	Amzn Mktp Us*1K88C0Oh2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Building	$ 4.29	Amzn Mktp Us*Ht45W0P32 - PCard
11/07/2022	ACH	U.S. Bank PCards	Building	$ 29.21	Amzn Mktp Us*Ht4Nq9501 - PCard
11/07/2022	ACH	U.S. Bank PCards	Building	$ 5.00	Co Billings Park3 - PCard
11/07/2022	ACH	U.S. Bank PCards	Building	$ 286.23	Edge Construction Supp - PCard
11/07/2022	ACH	U.S. Bank PCards	Building	$ 649.95	Int'L Code Council Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Building	$ 241.00	Int'L Code Council Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Building	$ 175.00	Nfpa Natl Fire Protect - PCard
11/07/2022	ACH	U.S. Bank PCards	Building	$ 270.04	Northland Automotive - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Building	$ 19.08	Samsclub.Com - PCard
11/07/2022	ACH	U.S. Bank PCards	Building	$ 10.55	Samsclub.Com - PCard
11/07/2022	ACH	U.S. Bank PCards	CDBG	$ 42.00	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	CDBG	$ 12.95	Canva* I03557-28162324 - PCard
11/07/2022	ACH	U.S. Bank PCards	CDBG	$ 675.08	Cncs - PCard
11/07/2022	ACH	U.S. Bank PCards	CDBG	$ 1,350.16	Cncs - PCard
11/07/2022	ACH	U.S. Bank PCards	CDBG	$ 675.08	Cncs - PCard
11/07/2022	ACH	U.S. Bank PCards	CDBG	$ 26.92	Domino'S 7003 - PCard
11/07/2022	ACH	U.S. Bank PCards	CDBG	$ 147.49	Fisher'S Technology - PCard
11/07/2022	ACH	U.S. Bank PCards	CDBG	$ 36.45	Store*Topz Sandwich Co - PCard
11/07/2022	ACH	U.S. Bank PCards	CDBG	$ 29.50	Usps Po 2907740107 - PCard
11/07/2022	ACH	U.S. Bank PCards	Central Services	$ 947.35	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Court Grants	$ 50.00	Albertsons #0047 - PCard
11/07/2022	ACH	U.S. Bank PCards	Court Grants	$ 94.11	Albertsons #1227 - PCard
11/07/2022	ACH	U.S. Bank PCards	Court Grants	$ 16.59	Albertsons #4041 - PCard
11/07/2022	ACH	U.S. Bank PCards	Court Grants	$ 420.00	Albertsons #4041 - PCard
11/07/2022	ACH	U.S. Bank PCards	Court Grants	$ 28.33	Albertsons #4041 - PCard
11/07/2022	ACH	U.S. Bank PCards	Court Grants	$ 55.31	Albertsons #4041 - PCard
11/07/2022	ACH	U.S. Bank PCards	Court Grants	$ 180.00	Billings Ink And Toner, I - PCard
11/07/2022	ACH	U.S. Bank PCards	Court Grants	$ 15.50	Dollar Tree - PCard
11/07/2022	ACH	U.S. Bank PCards	Court Grants	$ 12.50	Dollar Tree - PCard
11/07/2022	ACH	U.S. Bank PCards	Court Grants	$ 94.20	Domino'S 7003 - PCard
11/07/2022	ACH	U.S. Bank PCards	Court Grants	$ 524.56	Homewood Suites - PCard
11/07/2022	ACH	U.S. Bank PCards	Court Grants	$ 524.56	Homewood Suites - PCard
11/07/2022	ACH	U.S. Bank PCards	Court Grants	$ 23.15	Sober Camel - PCard
11/07/2022	ACH	U.S. Bank PCards	Court Grants	$ 297.00	Target 00001719 - PCard
11/07/2022	ACH	U.S. Bank PCards	Court Grants	$ 25.74	Target 00013334 - PCard
11/07/2022	ACH	U.S. Bank PCards	Court Grants	$ 45.39	Uber Eats - PCard
11/07/2022	ACH	U.S. Bank PCards	Court Grants	$ 15.26	Uber Eats - PCard
11/07/2022	ACH	U.S. Bank PCards	Court Grants	$ 44.78	Uber Eats - PCard
11/07/2022	ACH	U.S. Bank PCards	Court Grants	$ 76.62	Wal-Mart #1956 - PCard
11/07/2022	ACH	U.S. Bank PCards	Court Grants	$ 15.55	Zoom.Us 888-799-9666 - PCard
11/07/2022	ACH	U.S. Bank PCards	Engineering	$ 97.18	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Engineering	$ 386.85	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Engineering	$ 54.50	4Te*Alarm Services - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Engineering	$ 68.80	4Te*Alarm Services - PCard
11/07/2022	ACH	U.S. Bank PCards	Engineering	$ 54.50	4Te*Alarm Services - PCard
11/07/2022	ACH	U.S. Bank PCards	Engineering	$ 68.80	4Te*Alarm Services - PCard
11/07/2022	ACH	U.S. Bank PCards	Engineering	$ 16.67	Albertsons #0038 - PCard
11/07/2022	ACH	U.S. Bank PCards	Engineering	$ (24.63)	Amzn Mktp Us - PCard
11/07/2022	ACH	U.S. Bank PCards	Engineering	$ 46.61	Amzn Mktp Us*1U2Xc7Yl2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Engineering	$ 280.00	Asce Purchasing - PCard
11/07/2022	ACH	U.S. Bank PCards	Engineering	$ 280.00	Asce Purchasing - PCard
11/07/2022	ACH	U.S. Bank PCards	Engineering	$ 280.00	Asce Purchasing - PCard
11/07/2022	ACH	U.S. Bank PCards	Engineering	$ 76.14	Costco Whse #0069 - PCard
11/07/2022	ACH	U.S. Bank PCards	Engineering	$ 7.18	Fisher'S Technology - PCard
11/07/2022	ACH	U.S. Bank PCards	Engineering	$ 210.00	Inst Of Transp Eng - PCard
11/07/2022	ACH	U.S. Bank PCards	Engineering	$ 528.48	Northwest Industrial Supp - PCard
11/07/2022	ACH	U.S. Bank PCards	Engineering	$ 397.10	Pzg**Mt Dept Environ Q - PCard
11/07/2022	ACH	U.S. Bank PCards	Engineering	$ 38.74	The Home Depot #3101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Engineering	$ 8.69	Usps Po 2907800103 - PCard
11/07/2022	ACH	U.S. Bank PCards	Engineering	$ 150.00	Wef Main - PCard
11/07/2022	ACH	U.S. Bank PCards	Engineering	$ 391.97	Zagg - Ecom - PCard
11/07/2022	ACH	U.S. Bank PCards	Engineering	$ 119.99	Zagg - Ecom - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 12.50	4Te*Alarm Services - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 75.00	4Te*Alarm Services - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 75.00	4Te*Alarm Services - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 12.50	4Te*Alarm Services - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 1,108.96	Ace Electric - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 216.22	Ace Electric - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 408.86	Ace Electric - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 367.50	Air Controls-Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 676.62	Air Controls-Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 350.00	Air Controls-Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 450.00	Air Controls-Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 151.20	Ecolab Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 312.83	Ecolab Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 29.40	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 377.52	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 74.28	Harbor Freight Tools 207 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 175.00	In *Billings Overhead Doo - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 2,271.42	Kb Commercial Products - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 474.99	Kb Commercial Products - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 1,392.24	Kb Commercial Products - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 9.48	Lowes #00319* - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 98.55	Montana Broom & Brush Gr - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 281.02	Sq *Koinonia Laundry - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 124.24	Sq *Koinonia Laundry - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 120.00	Sq *Rolling Right Door Se - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 120.00	Sq *Skyline Service - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 749.00	Summit Fire & Security - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 1,174.00	Summit Fire & Security - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 11.99	Test Prep Training - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 45.75	Tx Safety - PCard
11/07/2022	ACH	U.S. Bank PCards	Facilities	$ 137.25	Tx Safety - PCard
11/07/2022	ACH	U.S. Bank PCards	Fleet	$ 1,540.00	Cummins Osm - PCard
11/07/2022	ACH	U.S. Bank PCards	Fleet	$ 12.90	Paypal *Home Depot - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ (111.14)	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 189.21	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 21.75	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 62.91	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 645.34	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 45.00	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 45.00	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 22.41	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 9.98	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 163.66	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 77.12	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 100.00	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 95.85	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 40.40	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 14.99	Adobe *800-833-6687 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 179.88	Adobe Acropro Subs - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 54.99	Adobe Creative Cloud - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 54.99	Adobe Creative Cloud - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	General	$ 60.63	Adobe Creative Cloud - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 54.99	Adobe Creative Cloud - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 54.99	Adobe Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 14.99	Adobe Pdf Pack Subs - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 122.26	Albertsons #0038 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 23.03	Albertsons #0038 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 149.16	Albertsons #0038 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 55.60	Albertsons #0038 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 31.45	Albertsons #0038 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 46.70	Albertsons #4025 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 42.77	Albertsons #4025 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 42.20	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ (97.34)	Amazon.Com - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 97.34	Amazon.Com*140Yi68O2 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 72.91	Amazon.Com*146Ut8Zd0 Amzn - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 31.82	Amazon.Com*1K2H27Vv0 Amzn - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 53.89	Amazon.Com*1K8D45Ug0 Amzn - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 79.98	Amazon.Com*1U1It4Pb1 Amzn - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 99.96	Amazon.Com*1U2N30O02 Amzn - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 49.99	Amazon.Com*H82Uz9J10 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 350.00	American Society Of Land - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 4.99	Ampd Strong - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 4.99	Ampd Strong - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 9.99	Ampd Strong - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 14.99	Ampd Strong - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 59.90	Ampd Strong - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 28.87	Amzn Mktp Us*1469M78H1 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 13.94	Amzn Mktp Us*146Mq0Fc0 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 59.99	Amzn Mktp Us*148Kj1Rb1 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 64.99	Amzn Mktp Us*148Lu0A00 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 54.75	Amzn Mktp Us*149Pz7Ck0 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 43.99	Amzn Mktp Us*1M2N91080 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 87.00	Amzn Mktp Us*1M9Sv8Uu0 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 5.88	Amzn Mktp Us*1U2Va7642 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 5.70	Amzn Mktp Us*1U2Va7642 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	General	$ 17.99	Amzn Mktp Us*1U3S63E31 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 229.78	Amzn Mktp Us*1U5Lw13J0 Am - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 24.98	Amzn Mktp Us*1U5Lw13J0 Am - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 194.27	Amzn Mktp Us*1U7U62810 Am - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 7.99	Amzn Mktp Us*1U9U968W0 Am - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 5.49	Amzn Mktp Us*H80349N10 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 4.28	Amzn Mktp Us*Ht45W0P32 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 252.17	Anypromo.Com - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 150.00	Bighorn Boots Work Wareh - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 36.50	Bin 119 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 332.10	Bkgbooking.Com Hotel - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 65.25	Brannigan'S Pub - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 132.43	Buddy Punch - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 2.99	Business.Apple.Com - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 33.30	Clearwater Stop N Go - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 77.00	Conoco - Eddies Corner - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 87.01	Conoco - Kalispell 5 1277 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 100.58	Conoco - Thriftway 16 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 104.00	Costco Gas #0069 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 113.01	Costco Whse #0069 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 26.00	Creative Monograms Smb - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 212.00	Creative Monograms Smb - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 229.00	Eb Communicating Mont - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 151.08	Econo Print - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 74.36	Econo Print - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 167.69	Econo Print - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 98.00	Fairmont Hot Springs Reso - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 367.80	Graybar Electric Company - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 729.99	Hampton Inn & Suites Dow - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 119.50	Hanson Chemical - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 10.48	Harbor Freight Tools 207 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 317.04	Hilton Garden Inn - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 211.36	Hilton Garden Inn - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 317.04	Hilton Garden Inn - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 211.36	Hilton Garden Inn - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	General	$ 501.38	Hotelscom7239571642169 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 19.00	Hubert'S Polish Kitchen - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 146.86	Idu*Insight Public Sec - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 1,386.56	Idu*Insight Public Sec - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 94.52	Idu*Insight Public Sec - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 51.00	Interstate Battery Of The - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 12.65	Jamba Juice - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 338.00	Juli Pierce Law Pllc - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 257.88	Kb Commercial Products - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 34.99	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 55.98	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 72.28	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 42.77	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 82.42	Matthews International C - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 264.00	Meadow Green Sales - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 55.00	Montana Brewing Company - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 52.00	Mooses Saloon - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 127.78	National Academy Of Spor - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 235.00	Nflflagorder - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 127.50	Nflflagorder - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 57.44	Norm'S News - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 143.50	Ntl Cntr For Safety - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 24.99	Office Depot #1080 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 149.97	Office Depot #2135 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 42.98	Office Depot #2135 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 284.81	Office Depot #2135 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 255.99	Office Depot #2135 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 13.89	Office Depot #2135 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 203.78	Office Depot #2135 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 289.94	Office Depot #2135 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 15.99	O'Reilly Auto Parts 1551 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 44.00	Pepsicola Bottling Compan - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 25.25	Pita Pit - 14-025-Mt - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 29.99	Pound Fitness - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 75.00	Pzg**Hhs Governor Cnf - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	General	$ 75.00	Pzg**Hhs Governor Cnf - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 2.99	Remarkable - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 61.94	Sams Club #4805 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 19.08	Samsclub.Com - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 10.54	Samsclub.Com - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 58.74	Sherwin Williams 701710 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 117.48	Sherwin Williams 701710 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 156.64	Sherwin Williams 703429 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 249.94	Shipton'S Big R-West - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 79.99	Spectrum - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 9.99	Spotify - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 618.00	Sq *Digital Layer D - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 67.55	Stellas Kitchen & Bakery - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 279.60	Store*Topz Sandwich Co - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 44.99	Target 00001719 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 20.00	Textmagic.Com - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 42.69	The Paint Center - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 42.69	The Paint Center - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 1,878.68	Thomson West*Tcd - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 682.69	Thomson West*Tcd - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 28.95	Tire Rama 101 Bc - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 189.96	Tractor Supply #1381 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 1,341.43	Ultra Graphics, Llc - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 31.99	Vistaprint - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 59.77	Wal-Mart #1956 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 50.00	Wheniwork.Com - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 2,500.00	Wilbur Ellis Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 2,500.00	Wilbur Ellis Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 40.00	Wilbur Ellis Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 1,680.00	Wilbur Ellis Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 1,880.00	Wilbur Ellis Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 8.00	Wm Supercenter #1956 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 88.53	Wm Supercenter #2923 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 28.04	Wm Supercenter #2923 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 14.92	Wm Supercenter #2923 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	General	$ 32.98	Wm Supercenter #2923 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 8.97	Wm Supercenter #2923 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 300.00	Wpy*Dynamic Analysis Engi - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 174.99	Www Costco Com - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 40.10	Www.Pacer.Gov - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 102.50	Yell Cnty-Criminal Court - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 15.55	Zoom.Us 888-799-9666 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 15.55	Zoom.Us 888-799-9666 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 49.00	Zoom.Us 888-799-9666 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 15.55	Zoom.Us 888-799-9666 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 57.05	Zoom.Us 888-799-9666 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 17.80	Zoom.Us 888-799-9666 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 44.97	Zoom.Us 888-799-9666 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 155.52	Zoom.Us 888-799-9666 - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 72.39	Zumba Fitness - PCard
11/07/2022	ACH	U.S. Bank PCards	General	$ 35.00	Zumbini - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 79.42	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 103.49	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 34.50	4Te*Alarm Services - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 34.50	4Te*Alarm Services - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 34.50	4Te*Alarm Services - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 14.98	Amazon.Com*141Ts0Y52 Amzn - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 29.99	Amazon.Com*1428J0Um2 - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 13.94	Amazon.Com*1K9N08F42 Amzn - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 60.30	Amzn Mktp Us*144Oh73O2 - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 44.01	Amzn Mktp Us*146Oo15P2 - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 64.00	Amzn Mktp Us*1K17I61T1 - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 27.98	Amzn Mktp Us*1K6Lq0Y62 Am - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 27.95	Amzn Mktp Us*Ht73E9X11 - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 57.87	Amzn Mktp Us*Ht8J93Xu1 - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 450.00	Azteca Systems - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 450.00	Azteca Systems - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 527.20	Delta Air 0067837774273 - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 119.44	Dri*Macrorit - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 40.86	Expedia 72405160550861 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 194.56	Expedia 72405161667229 - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 194.56	Expedia 72405161667229 - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 148.95	Idu*Insight Public Sec - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 106.58	Mgm Grand - Adv Dep - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 591.30	United 0162440681128 - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 13.00	United 0169802385917 - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 13.00	United 0169802385918 - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 13.00	United 0169802385919 - PCard
11/07/2022	ACH	U.S. Bank PCards	IT Resources	$ 13.00	United 0169802385920 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 33.65	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 9.24	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 87.50	4Te*Alarm Services - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 87.50	4Te*Alarm Services - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 39.85	Albertsons #4025 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 126.25	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 18.99	Amazon.Com*144572Ft2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 14.97	Amazon.Com*148B307Z1 Amzn - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 13.49	Amazon.Com*1K7Li9Ln0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 239.96	Amazon.Com*1U0Pb8Gr1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 44.74	Amazon.Com*1U37S49V0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 41.11	Amazon.Com*1U3D72Lp0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 58.18	Amazon.Com*1U3N84Gb1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 72.36	Amazon.Com*1U64D40Z0 Amzn - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 28.54	Amazon.Com*Ht78H8O60 Amzn - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 29.99	Amzn Mktp Us*141To3Ku0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 22.76	Amzn Mktp Us*142P719S0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 21.00	Amzn Mktp Us*144Ig9Is2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 23.98	Amzn Mktp Us*1K14B00I0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 112.43	Amzn Mktp Us*1K1Rd3Je1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 19.99	Amzn Mktp Us*1K33D3U52 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 23.94	Amzn Mktp Us*1K3Br2Kk2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 24.99	Amzn Mktp Us*1K3Je3Jz1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 9.98	Amzn Mktp Us*1K3O12180 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 69.99	Amzn Mktp Us*1K3Qz37J0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 106.41	Amzn Mktp Us*1K7Mf9Sc1 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Library	$ 373.58	Amzn Mktp Us*1K87W01F0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 104.65	Amzn Mktp Us*1M1I73Rq0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 76.20	Amzn Mktp Us*1M2Xg9Id0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 99.66	Amzn Mktp Us*1M8Dq9942 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 22.95	Amzn Mktp Us*1U05D2Vl1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 27.06	Amzn Mktp Us*1U0Nm7Tn1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 21.52	Amzn Mktp Us*1U26M0Ef0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 12.99	Amzn Mktp Us*1U2996Xg2 Am - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 8.99	Amzn Mktp Us*1U3H30Na0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 57.91	Amzn Mktp Us*1U3Mc6391 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 6.99	Amzn Mktp Us*1U43V2Op2 Am - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 5.99	Amzn Mktp Us*1U4Qt2Xw2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 9.32	Amzn Mktp Us*1U53J9Or0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 18.99	Amzn Mktp Us*1U56K34S1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 52.06	Amzn Mktp Us*1U7Yl4Ae1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 9.99	Amzn Mktp Us*1U9Na91N1 Am - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 7.53	Amzn Mktp Us*1U9O68Gh0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 4.89	Amzn Mktp Us*H82Ni3Zz1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 14.00	Amzn Mktp Us*Ht0Zl2Wt1 Am - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 19.40	Amzn Mktp Us*Ht1Pr6Wv1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 35.99	Amzn Mktp Us*Ht2N43H80 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 20.99	Amzn Mktp Us*Ht2Oj4Nd1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 212.76	Amzn Mktp Us*Ht2R61Ep0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 24.99	Amzn Mktp Us*Ht30C6Bm0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 18.99	Amzn Mktp Us*Ht49N8Sy0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 8.85	Amzn Mktp Us*Ht4A505R0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 87.92	Amzn Mktp Us*Ht5C15Xm2 Am - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 39.95	Amzn Mktp Us*Ht5Kn22E1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 86.54	Amzn Mktp Us*Ht5Ur11Q2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 17.98	Amzn Mktp Us*Ht7007Ed0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 12.33	Amzn Mktp Us*Ht8C91Wq0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 15.99	Amzn Mktp Us*Ht8Fd7Be2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 71.73	Amzn Mktp Us*Ht8Po2Ak0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 3.99	Amzn Mktp Us*Ht91X6Jr1 Am - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 42.81	Amzn Mktp Us*Ht94N23P2 - PCard

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11/07/2022	ACH	U.S. Bank PCards	Library	$ 24.99	Amzn Mktp Us*Ht9G69Yk0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 179.00	B2B Prime*1U3De7Ea1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 15.00	Barnes & Noble #2765 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 25.98	Barnes&Noble Papersource - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 119.95	Barnes&Noble Papersource - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 31.13	Billings Hardware & Servi - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 18.58	Billings Hardware & Servi - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 48.00	Bin 119 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 83.23	Book Outlet - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 672.00	Brodart Supplies - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 100.45	Cabinetparts.Com, Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 32.28	Costco Whse #0069 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 1,348.29	Demco Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 1,000.00	Demco Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 32.50	Dollar Tree - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 13.75	Dollar Tree - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 6.25	Dollar Tree - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 93.80	Dude Rancher Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 26.93	Dyson Direct Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 25.90	Easterseals Goodwill - Bi - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 17.01	Easterseals Goodwill - Bi - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 70.22	Econo Print - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 75.00	Facebk *87Kh5Kfjb2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 75.00	Facebk *Bm2Uye3Kb2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 54.64	Fisher'S Technology - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 149.97	Gamestop - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 9.51	Gan*Usatodaycirc - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 20.83	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 34.92	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 305.86	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 326.80	Hanson Chemical - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 181.17	In *Elm Usa Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 1,277.15	Kb Commercial Products - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 119.96	Lakeshore Learning Mater - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 9.99	Microsoft*Console 1 Month - PCard

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11/07/2022	ACH	U.S. Bank PCards	Library	$ 9.99	Microsoft*Subscription - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 40.00	Ntl Cntr For Safety - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 20.00	Ntl Cntr For Safety - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 43.97	Otc Brands Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 52.00	Sq *Yellowstone County Ne - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 267.90	The Butterfly Project - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 1.95	The Daily Interlake - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 79.90	Tlf*Gainans Floral And Gi - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 24.94	Wal-Mart #2923 - PCard
11/07/2022	ACH	U.S. Bank PCards	Library	$ 34.98	Walmart.Com Aa - PCard
11/07/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 754.69	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 15.90	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 22.48	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 29.97	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 423.89	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 23.88	Adobe Exportpdf Sub - PCard
11/07/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 95.04	Amazon.Com*Ht1Gs2Nq2 Amzn - PCard
11/07/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 75.06	Amazon.Com*Ht3H96Ao1 Amzn - PCard
11/07/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 389.80	Amzn Mktp Us*H834011M0 - PCard
11/07/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 19.99	Billingsgazettethriftynck - PCard
11/07/2022	ACH	U.S. Bank PCards	P.W. Admin	$ (371.40)	Comfort Suites Mt075 - PCard
11/07/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 371.40	Comfort Suites Mt075 - PCard
11/07/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 16.00	Conoco - Conomart Iv - PCard
11/07/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 56.82	Conoco - Kalispell 5 1277 - PCard
11/07/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 60.25	Conoco - Rocker 1 1354 - PCard
11/07/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 55.88	Econo Print - PCard
11/07/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 50.00	Facebk *8874Agpv42 - PCard
11/07/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 147.03	Idu*Insight Public Sec - PCard
11/07/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 129.12	Reflex Protect - PCard
11/07/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 108.90	Store*Topz Sandwich Co - PCard
11/07/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 299.00	Yourmember-Careers - PCard
11/07/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 15.55	Zoom.Us 888-799-9666 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 26.40	0725 Ced - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 21.75	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 170.34	A And H Turf And Specialt - PCard

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11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 17.50	A And H Turf And Specialt - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 52.99	Adobe Creative Cloud - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 29.99	Adobe Stock - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 427.99	Alaska Air 0272312670854 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ (427.99)	Alaska Air 0272312670854 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ (10.99)	Amzn Mktp Us - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 16.49	Amzn Mktp Us*143Nb6F51 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 65.97	Amzn Mktp Us*1K7Sg41Z1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 5.70	Amzn Mktp Us*1U2Va7642 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 22.96	Amzn Mktp Us*1U5Lw13J0 Am - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 5.50	Amzn Mktp Us*H80349N10 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 16.49	Amzn Mktp Us*Ht8Qv1Tt2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 484.00	Arbor Day Foundation - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 104.04	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 364.60	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 56.51	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 33.31	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 19.25	Billings Construction Sup - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 90.60	Billings Construction Sup - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 20.92	Billings Farmhand Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 239.95	C&B Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 25.27	Carquest 3103 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 15.22	Carquest 3104 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 9.99	Costco Whse #0069 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 46.92	Denny Menholt Chevrolet - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 10.77	Evergreen Ace Hardware - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 79.99	Famousfootwear#2195 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 39.55	Ferguson Ent #1342 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 312.39	Ferguson Ent #1342 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 93.72	Hanson Chemical - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 299.00	Harbor Freight Tools 207 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 89.70	Harbor Freight Tools 207 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 87.95	Heights Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 35.16	Heights Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 94.94	Heights Ace Hdwe - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 15.17	Heights Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 14.36	Hose And Rubber Supply Bi - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 12.35	Hose And Rubber Supply Bi - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 3.54	Hose And Rubber Supply Bi - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 25.15	In *Thompson Pools Llc - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 275.00	Isa - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 42.46	Istate Truck Center - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 9.98	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 53.85	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 52.12	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 21.56	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 27.04	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 19.05	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 8.98	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 3.98	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 53.96	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 26.61	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 14.36	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 45.00	Knife River 5601 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 45.00	Knife River 5601 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 17.55	Lisacs Billingstire Sp - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 26.98	Lowes #00319* - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 23.00	Lowes #00319* - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 40.15	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 329.71	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 60.89	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 95.68	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 20.29	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 30.01	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 67.63	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 446.48	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 252.66	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 571.11	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 190.64	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 435.21	Napa Store 3547001 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 6.94	Napa Store 3547001 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 8.74	Napa Store 3547001 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 61.58	Napa Store 3547001 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 57.06	Napa Store 3547001 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 33.99	Napa Store 3547007 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 94.82	Northwest Industrial Supp - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 192.35	Northwest Industrial Supp - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 86.14	Northwest Pipe Fittings - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 7.18	Office Depot #2135 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 8.99	Office Depot #2135 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 24.88	Office Depot #2135 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 59.00	Pacific Steel Branch #02 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 230.99	Pst*Enviro Safety - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 700.11	Ratco Trailer And Hitch - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 93.00	Reliable Tent Awning Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 150.00	Scheels Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 242.65	Selby'S - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 51.79	Sherwin Williams 703203 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ (59.99)	Shiptons Big R Heights - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 7.99	Shipton'S Big R-West - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 199.99	Shipton'S Big R-West - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 119.98	Shipton'S Big R-West - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 539.91	Shipton'S Big R-West - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 1,161.96	Staley S Tire And Automot - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 83.12	Target 00013334 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 112.18	The Home Depot #3101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 4.58	The Home Depot #3101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 29.97	The Home Depot #3101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 89.91	The Home Depot 3101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 933.36	Tire Rama 105 It - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 20.00	Tire Rama 105 It - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 170.37	Tire Rama 105 It - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 81.06	Tractor & Equipment - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 120.97	Vermeer Mountain West, In - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 1,392.00	West End Lock And Secur - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 19.00	Yellowstone Valley Elect - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 1,137.50	Zeecreativeinc - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 14.99	Zoom.Us 888-799-9666 - PCard
11/07/2022	ACH	U.S. Bank PCards	Park Prgrms	$ 418.00	International Bronze Plaq - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 120.39	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 29.59	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 5.99	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 34.48	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 19.39	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 65.06	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ (7.62)	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 307.31	Ace Electric - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 372.04	Air Controls-Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 59.90	Amzn Mktp Us*1U51V4Kc0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 1.00	City Of Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 232.87	Costco Whse #0069 - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 14.49	Costco Whse #0069 - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 119.00	Creative Monograms Smb - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 55.00	Creative Monograms Smb - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 133.34	Df Supply Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 133.34	Df Supply Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 166.67	Df Supply Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 166.67	Df Supply Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 146.63	Df Supply Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 146.63	Df Supply Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 146.63	Df Supply Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 166.66	Df Supply Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 133.32	Df Supply Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 108.00	Dpt Client Pmts - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 138.14	Econo Print - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 32.02	Fedex 94433685 - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 100.02	Firemaster - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 100.04	Firemaster - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 100.04	Firemaster - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 668.16	Grainger - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 135.36	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 135.36	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 135.36	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 14.99	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 19.99	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 36.97	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 24.99	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 31.03	Office Depot #2135 - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 24.99	Office Depot #2135 - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 26.97	Office Depot #2135 - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 55.67	Office Depot #450 - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 448.97	Paypal *Officedepot - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 236.82	Sentry Protection Llc - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 81.96	Shipton'S Big R-East - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 450.00	Sq *Skyline Service - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 35.00	Sq *Skyline Service - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 841.00	Summit Fire & Security - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 15.98	Target 00013334 - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 163.00	West End Lock And Secur - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 95.00	West End Lock And Secur - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 90.00	Zeecreativeinc - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 90.00	Zeecreativeinc - PCard
11/07/2022	ACH	U.S. Bank PCards	Parking	$ 90.00	Zeecreativeinc - PCard
11/07/2022	ACH	U.S. Bank PCards	Parks Maint	$ 190.50	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Parks Maint	$ 136.72	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Parks Maint	$ 598.58	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Parks Maint	$ 1,767.78	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Parks Maint	$ 27.48	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Parks Maint	$ 14.15	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Parks Maint	$ 79.00	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Parks Maint	$ 145.32	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Parks Maint	$ 162.15	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Parks Maint	$ 123.08	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Parks Maint	$ 330.84	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Parks Maint	$ 31.34	Midland Implement Co - PCard

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11/07/2022	ACH	U.S. Bank PCards	Parks Maint	$ 61.54	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Parks Maint	$ 178.21	Midland Implement Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Parks Maint	$ 76.29	North Coast Electric - PCard
11/07/2022	ACH	U.S. Bank PCards	Parks Maint	$ 20.35	Yellowstone Valley Elect - PCard
11/07/2022	ACH	U.S. Bank PCards	Parks Maint	$ 60.00	Yellowstone Valley Elect - PCard
11/07/2022	ACH	U.S. Bank PCards	Parks Maint	$ 131.33	Yellowstone Valley Elect - PCard
11/07/2022	ACH	U.S. Bank PCards	Parks Maint	$ 19.56	Yellowstone Valley Elect - PCard
11/07/2022	ACH	U.S. Bank PCards	Parks Maint	$ 221.56	Yellowstone Valley Elect - PCard
11/07/2022	ACH	U.S. Bank PCards	Parks Maint	$ 42.36	Yellowstone Valley Elect - PCard
11/07/2022	ACH	U.S. Bank PCards	PD Program	$ 27.00	Allianz Travel Ins - PCard
11/07/2022	ACH	U.S. Bank PCards	PD Program	$ 199.90	B&H Photo 800-606-6969 - PCard
11/07/2022	ACH	U.S. Bank PCards	PD Program	$ 109.99	B&H Photo 800-606-6969 - PCard
11/07/2022	ACH	U.S. Bank PCards	PD Program	$ 1,475.00	Creative Monograms Smb - PCard
11/07/2022	ACH	U.S. Bank PCards	PD Program	$ 1,283.00	Dji.Com - PCard
11/07/2022	ACH	U.S. Bank PCards	PD Program	$ 930.80	Sirchie Finger Print Labo - PCard
11/07/2022	ACH	U.S. Bank PCards	PD Program	$ 490.00	Sp Sheepdogmics.Com - PCard
11/07/2022	ACH	U.S. Bank PCards	PD Program	$ 499.95	Target 00013334 - PCard
11/07/2022	ACH	U.S. Bank PCards	PD Program	$ 161.97	Target.Com * - PCard
11/07/2022	ACH	U.S. Bank PCards	PD Program	$ 8.00	Target.Com * - PCard
11/07/2022	ACH	U.S. Bank PCards	PD Program	$ 69.99	Target.Com * - PCard
11/07/2022	ACH	U.S. Bank PCards	PD Program	$ 447.20	United 0162441858042 - PCard
11/07/2022	ACH	U.S. Bank PCards	PD Program	$ 21.00	Yellowstone Ice And Water - PCard
11/07/2022	ACH	U.S. Bank PCards	Phone System	$ 39.97	Amzn Mktp Us*144Oh73O2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Phone System	$ 18.20	Graybar Electric - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ 14.99	Adobe Acropro Subs - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ 179.88	Adobe Acropro Subs - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ (100.28)	Amazon.Com - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ 100.28	Amazon.Com*140Yi68O2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ 11.89	Amazon.Com*145390K70 Amzn - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ 75.13	Amazon.Com*146Ut8Zd0 Amzn - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ 195.00	American Planning A - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ 93.00	American Water Technol - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ 28.47	Amzn Mktp Us*1439D97M1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ 32.61	Amzn Mktp Us*146Qm5Jf1 Am - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ 37.16	Amzn Mktp Us*1472I7Gx2 - PCard

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11/07/2022	ACH	U.S. Bank PCards	Planning	$ 17.99	Amzn Mktp Us*1492Y8Jz1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ 16.10	Amzn Mktp Us*1K9Hu4Rl1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ 47.45	Amzn Mktp Us*1K9Jw6Ls0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ 8.67	Amzn Mktp Us*H83Ks1Ot1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ 4.42	Amzn Mktp Us*Ht45W0P32 - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ 52.34	Evergreen Ace Hardware - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ 8.99	Evergreen Ace Hardware - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ 317.04	Hilton Garden Inn - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ 325.00	Montana Association Of Pl - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ 325.00	Montana Association Of Pl - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ 10.87	Samsclub.Com - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ 19.66	Samsclub.Com - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ 171.04	Sq *Shanghai Village Down - PCard
11/07/2022	ACH	U.S. Bank PCards	Planning	$ 15.55	Zoom.Us 888-799-9666 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 362.56	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 6.13	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,872.62	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 372.55	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 33.85	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 106.56	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 571.76	Air Controls-Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 966.81	Air Controls-Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 533.42	Airbnb Hmd33Jjjhp - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 865.82	Alaska Air 0272312156685 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 865.82	Alaska Air 0272312156686 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 50.98	Alaska Air 0274400545511 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ (21.99)	Alaska Air 0274400545511 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ (21.99)	Alaska Air 0274400545512 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 50.98	Alaska Air 0274400545512 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 68.06	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 110.65	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 52.52	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 66.55	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 58.25	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 26.64	Alsco Inc. - PCard

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11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 62.80	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 29.21	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 52.40	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 59.46	Amazon.Com*1K42B73L1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 26.16	Amazon.Com*1K4Bz1Jr0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 167.94	Amazon.Com*1K7215O41 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 302.50	Amazon.Com*1U9J71Ad1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 22.99	Amazon.Com*H82Gi5E80 Amzn - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 225.98	Amazon.Com*Ht1Wl03T0 Amzn - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 299.97	Amazon.Com*Ht3595Ik0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 83.98	Amazon.Com*Ht4I57Ji1 Amzn - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 25.98	Amzn Mktp Us*142Ww3J42 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 41.94	Amzn Mktp Us*143Cw2Pq0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 72.67	Amzn Mktp Us*1K20X2V90 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 44.89	Amzn Mktp Us*1K49I4101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 107.00	Amzn Mktp Us*1K8J42M82 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 14.99	Amzn Mktp Us*1U24W0In2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 105.98	Amzn Mktp Us*1U7Gi2Zk0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 34.18	Amzn Mktp Us*1U9Nb0K52 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 16.98	Amzn Mktp Us*Ht0Uo0361 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 29.99	Amzn Mktp Us*Ht3540852 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 21.97	Amzn Mktp Us*Ht3Rc2570 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 51.27	Amzn Mktp Us*Ht7Ht15C1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 339.22	Animal Care Equipment And - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 43.95	Arkon Resources - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 101.46	Avid Hotel Midland - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 539.22	Avid Hotel Midland - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 499.95	B&H Photo 800-606-6969 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,759.78	B&H Photo 800-606-6969 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 195.98	B&H Photo 800-606-6969 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 12.00	Batteries+Bulbs #0253 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 417.00	Best Friends Animal Hosp - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 39.96	Bestbuycom806685888893 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 490.00	Billings Chamber Of Comme - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 490.00	Billings Chamber Of Comme - PCard

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11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 19.99	Billingsgazettethriftynck - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 47.50	Canva* I03572-20589890 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,135.68	Captain Cook Hotel - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 74.29	Cenex Zip Trip07082829 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 455.10	Central Electric Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 21.73	Conoco - Conomart Iv - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 31.00	Conoco - Grantree Conoco - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 38.00	Conoco - Muralts Conoco T - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 37.00	Conoco - Muralts Conoco T - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 91.90	Conoco - Thriftway 16 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 59.85	Conoco - Wheat Montana Fa - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 418.72	Copper King Hotel And Con - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 314.04	Copper King Hotel And Con - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 314.04	Copper King Hotel And Con - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 314.04	Copper King Hotel And Con - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 314.04	Copper King Hotel And Con - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 418.72	Copper King Hotel And Con - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 314.04	Copper King Hotel And Con - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 314.04	Copper King Hotel And Con - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 314.04	Copper King Hotel And Con - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 5.04	Corporate Translate - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 334.10	Costco Whse #0069 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 124.60	Costco Whse #0069 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 334.71	Courtyard Tucson - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 334.71	Courtyard Tucson - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 530.00	Creative Monograms Smb - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 575.00	Crisis Systems Managem - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 21.25	Dollar Tree - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 30.00	Dollar Tree, Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 59.81	Econo Print - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 7.99	Evergreen Ace Hardware - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,804.24	Expedia 72412163116261 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 29.00	Exxonmobil 45941986 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 20.00	Facebk *D8U7Ej7Tf2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 183.38	First Aid Supplies Onl - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 2.98	Fisher'S Technology - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 581.00	Gw Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 472.00	Gw Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 750.00	Hanser Wrecker Company - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 900.00	Hanser Wrecker Company - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 2,325.00	Hanser Wrecker Company - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 54.78	Hanson Chemical - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 124.47	Hanson Chemical - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 371.71	Hanson Chemical - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 109.56	Hanson Chemical - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 45.75	Hanson Chemical - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 82.00	Hanson Chemical - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 45.75	Hanson Chemical - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 106.56	Hanson Chemical - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 237.16	Hanson Chemical - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 82.00	Hanson Chemical - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 122.50	Hanson Chemical - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 54.78	Hanson Chemical - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 89.87	Harbor Freight Tools 207 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 69.99	Hlu*Hulu 2290711206447-U - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 4.98	Holiday Stations 0108 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 4.98	Holiday Stations 0108 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ (20.00)	Iaai - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 70.00	Iaai - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 200.00	Iaai - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 200.00	Iaai - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,789.42	Idu*Insight Public Sec - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 769.82	In *Arrowhead Scientific - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 495.00	In *Gwenlin Commercial Cl - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 289.00	Int'L Code Council Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 250.00	Ipmba - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 164.97	Iron Mountain - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 68.45	Jakes Bar & Grill - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 191.50	Jimmy Johns # 1379 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 86.75	Kb Commercial Products - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 198.07	Kb Commercial Products - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 734.15	La Quinta Inn & Suites - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 734.15	La Quinta Inn & Suites - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,429.75	Lion Group - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 7.07	Lowes #00319* - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 11.94	Lowes #00319* - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 128.00	Lowes #00319* - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 82.64	Lowes #00319* - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 2,651.02	Luckygunnercom - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 959.78	Maxpedition Com - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 130.39	Mgm Grand - Adv Dep - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 50.00	Minuteman Press Billing - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 50.00	Minuteman Press Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 77.00	Montana Brewing Company - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 129.46	Montana Club Of Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,558.03	Moore Lane Vh - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 307.97	Mtleague - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 30.00	National Academies Of Eme - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 55.00	National Academies Of Eme - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 17.97	Office Depot #2135 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 16.59	Office Depot #2135 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 41.56	Office Depot #2135 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 189.66	Office Depot #450 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 175.00	Paypal *Iape - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 108.00	Podbean.Com - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 436.12	Positive Concepts - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 639.52	Quality Inn - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 317.04	Rl Kalispell Front Desk - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 81.15	S.T. Action Pro Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 22.90	Sams Club #4805 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 156.66	Sams Club #4805 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 6.98	Sams Club #4805 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 400.00	Scheels Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 17.98	Shipton'S Big R-East - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 29.98	Shipton'S Big R-East - PCard

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11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 285.74	Sp Van Upgrades - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 264.19	Spectrum - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 28.81	Sq *Off Main Deli And Bak - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 774.97	Sq *Premier Enterpr - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 58.99	Swiftcalendars.Com - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 473.26	The Cody Hotel - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 110.34	The Home Depot #3101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 258.20	The Home Depot 3101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 1.80	Tlo Transunion - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,017.56	Trans Union - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 119.00	Tst* Nothing Bundt Cakes - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ (16.96)	Uber *Eats - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,117.20	Universal Awards - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 47.48	Ups*Billing Center - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 10.51	Ups*Billing Center - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 13.81	Ups*Billing Center - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 184.19	Ups*Billing Center - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 73.21	Vet-To-Go - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 121.00	Wetzels Quality Cleaners - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 66.80	Wm Supercenter #1956 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 450.96	Wm Supercenter #2923 - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 44.98	Www Costco Com - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 97.00	Www.Volgistics.Com - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 43.82	Yellowstone County Treas - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 76.52	Yellowstone Valley Elect - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 750.15	Yogo Inn - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 2,247.50	Zero9 Solutions Llc - PCard
11/07/2022	ACH	U.S. Bank PCards	Public Safety	$ 99.84	Zoom.Us 888-799-9666 - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 10.54	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 45.35	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 30.94	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 55.45	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 212.47	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 21.39	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 7.04	360 Office Solutions Inc - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 99.99	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 23.47	Albertsons #0047 - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 179.21	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 326.86	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 181.95	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 316.35	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 344.42	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 336.86	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 179.21	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 179.21	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 13.65	Amzn Mktp Us*1470P0Kp1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 67.95	Amzn Mktp Us*1U4Lf2802 - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 125.00	Batteries+Bulbs #0253 - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 113.03	Billings Construction Sup - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 106.03	Billings Construction Sup - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 154.72	Cintas Corp - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 219.29	Cintas Corp - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 13.04	City Of Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 8.00	Co Billings Park2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 8.00	Co Billings Park2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 1.00	Co Billings Park3 - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 154.00	Creative Monograms Smb - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 161.44	Element Bozeman - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 72.74	Exxonmobil 47897640 - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 1,304.16	Fastenal Company 01Mtbll - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 1,304.16	Fastenal Company 01Mtbll - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 83.34	Fastenal Company 01Mtbll - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 756.86	Fastenal Company 01Mtbll - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 1,609.15	Fastenal Company 01Mtbll - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 92.44	Fisher'S Technology - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 54.72	Fisher'S Technology - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 25.20	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 33.98	Harbor Freight Tools 207 - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 13.36	Heights Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 34.00	Hose And Rubber Supply Bi - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 50.00	Industrial Sales And Se - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 33.98	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 39.99	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 34.99	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 22.33	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 156.35	Lawson Products - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 2.99	Lockwood Iga - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 154.40	Montana Fence - Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 21.44	Napa Store 3547001 - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 22.16	Napa Store 3547001 - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 123.07	Pacific Steel Branch #02 - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 265.92	Residence Inn Missoula - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 77.42	Samsclub #4805 - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 17.97	Shipton'S Big R-East - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 67.98	Shipton'S Big R-West - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 31.98	Shipton'S Big R-West - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 17.97	Shipton'S Big R-West - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 74.95	Six Robblees No 6 - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 259.07	Six Robblees No 6 - PCard
11/07/2022	ACH	U.S. Bank PCards	Solid Waste	$ 799.00	Solid Waste Associa - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 115.65	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 36.00	A And H Turf And Specialt - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ (54.99)	Amazon.Com Amzn.Com/Bill - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 54.99	Amazon.Com*1M0Vo3Wn0 Amzn - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 54.99	Amazon.Com*1U56G3Hw2 Amzn - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 59.96	Amzn Mktp Us*144Xn52F1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 89.75	Amzn Mktp Us*145Xr36C1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 68.95	Amzn Mktp Us*1474I1Hk1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 219.80	Amzn Mktp Us*1K5Zr1491 - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 142.20	Amzn Mktp Us*1K6Dx9N30 - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 558.09	Amzn Mktp Us*1K8H68Ch0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 65.89	Amzn Mktp Us*1M7C03Be2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 88.17	Amzn Mktp Us*1U5Sq2Jl1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 79.98	Amzn Mktp Us*1U8M78130 - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 63.89	Awg 3575 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 59.80	Billings Construction Sup - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 544.95	Billings Construction Sup - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 545.00	Billings Hardware & Servi - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 67.98	Billings Hardware & Servi - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 45.86	Bloedorn Lumber Co- Bi - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 569.40	Croell- Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 19.98	Evergreen Ace Hardware - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 55.93	Fisher'S Technology - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 2,350.00	Fp *Altitude Signal, Llc - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 42.12	Joann Stores #2315 - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 49.98	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 53.86	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 38.43	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 11.98	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 164.70	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 139.92	Lowes #00319* - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 98.93	Lowes #00319* - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 29.52	Lowes #00319* - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 4.98	Lowes #00319* - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 8.77	Lowes #00319* - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 83.50	Macon Supply Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 215.00	Macon Supply Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 150.00	Macon Supply Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 800.00	Macon Supply Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 284.00	Macon Supply Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 23.50	Napa Store 3547001 - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 159.00	Norco Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 13.14	O'Reilly Auto Parts 1551 - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 132.32	Ratco Trailer And Hitch - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 140.00	Ratco Trailer And Hitch - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 2,325.96	Rdoce Bil 020112 - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 81.96	Rdoce Bil 020112 - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 33.16	Samsclub #4805 - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 51.92	Samsclub #4805 - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 2.11	Shipton'S Big R-East - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 42.40	Sq *Hotsy Wy-Mont - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 108.25	The Home Depot #3101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 115.40	The Home Depot #3101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 194.60	The Home Depot 3101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 129.90	The Home Depot 3101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 158.00	Yellowstone Valley Elect - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 222.48	Aaim - Services - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 29.99	Adobe Creative Cloud - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 72.40	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 321.68	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 105.24	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 73.64	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 24.89	Amazon.Com*141Q40Ag2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 5.99	Amzn Mktp Us*140D30191 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 132.13	Amzn Mktp Us*1477N9312 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 63.89	Amzn Mktp Us*147Jv14H2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 10.49	Amzn Mktp Us*147Ng0L92 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 129.76	Amzn Mktp Us*1M5Rv3Il0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 23.99	Amzn Mktp Us*Ht0Uy61R0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 19.00	Amzn Mktp Us*Ht3Ag5Zr0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 59.99	Amzn Mktp Us*Ht3Gx4Nx1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 25.98	Amzn Mktp Us*Ht7311X42 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 39.42	Awg 3575 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 117.00	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 158.58	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 365.00	Billings Carpet Water - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 500.00	Community Transportation - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 24.99	Costco Whse #0069 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 194.10	Don Brown Bus Sales Inc P - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 13.51	Don Brown Bus Sales Inc P - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 20.00	Eb Preparedness2022 I - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 505.59	Ebay O*27-09121-54576 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 10.51	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 300.00	In *Cotter'S Sewer, Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 97.50	In *Yellowstone County On - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 120.00	Indeed - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 21.99	Interstate All Battery - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 667.23	Kimball Midwest Payeezy - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 18.91	Kimball Midwest Payeezy - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 19.96	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 838.70	Lp Anderson - Point S, Dt - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 448.49	Napa Store 3547001 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 3.00	Napa Store 3547001 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 20.59	Napa Store 3547001 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 7.99	Napa Store 3547001 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 56.51	Napa Store 3547001 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 65.26	Napa Store 3547001 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 7.88	Napa Store 3547001 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 7.99	Napa Store 3547001 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 8.00	Napa Store 3547001 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 113.40	Napa Store 3547001 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 337.20	Polaris Laboratories - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 794.50	Sq *Transitional Marketin - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 20.57	The Home Depot #3101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 139.00	The Home Depot #3101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 129.99	Tractor-Supply-Co #0303 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 115.00	Tsi - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 90.00	Tsi - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 4.74	Wal-Mart #1956 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 118.00	Wm Supercenter #1956 - PCard
11/07/2022	ACH	U.S. Bank PCards	Transit	$ 15.55	Zoom.Us 888-799-9666 - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 257.71	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 338.52	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 17.54	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 14.05	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 14.39	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 410.65	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 55.98	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 49.69	A And H Turf And Specialt - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 40.00	A And H Turf And Specialt - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 44.97	A And H Turf And Specialt - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 14.99	Adobe Acropro Subs - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 120.70	Allied Electronics Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 439.82	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 117.71	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 77.24	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 8.17	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 117.71	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 25.75	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 24.51	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 25.75	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 8.17	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 11.99	Amazon.Com*1K13B7Vj2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 15.68	Amzn Mktp Us*143P58Pf0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 41.27	Amzn Mktp Us*145Zl2M20 - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 199.96	Amzn Mktp Us*1U3635A41 - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 9.92	Amzn Mktp Us*Ht7Wt61Z1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 27.28	Awg 3575 - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 203.69	B&H Photo 800-606-6969 - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 26.63	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 103.24	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 99.35	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 115.98	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 8.46	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 23.97	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 12.23	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 300.32	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 334.08	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 27.71	Billings Construction Sup - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 18.37	Costco Whse #0069 - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 489.00	Easybadges, Llc - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 217.83	Econo Print - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 62.04	Econo Print - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 62.04	Econo Print - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 197.47	Edge Construction Supp - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 129.92	Evergreen Ace Hardware - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 16.69	Fastenal Company 01Mtbll - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 9.44	Fastenal Company 01Mtbll - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 2,136.83	Gih*Globalindustrialeq - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 149.48	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 91.26	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 45.63	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 70.44	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 39.10	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 173.64	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 43.64	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 84.84	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 482.34	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 337.48	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 112.00	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 42.82	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 770.00	Hanson Chemical - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 13.81	Hanson Chemical - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 269.80	Hanson Chemical - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 10.18	Heights Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 47.92	Heights Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 59.97	Heights Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 117.10	Hose And Rubber Supply Bi - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 72.23	Hose And Rubber Supply Bi - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 150.00	Industrial Sales And Se - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 202.68	Kb Commercial Products - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 13.59	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 7.34	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 20.80	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 44.97	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 6.99	Lockwood Ace Hardware - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 1,449.00	Lous Gloves - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 521.21	Lowes #00319* - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 1,256.98	Lowes #00907* - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 4,999.00	Mai Mclean Parts - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 1,196.00	Mai Mclean Parts - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 172.65	Midland Scientific - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 848.29	Midland Scientific - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 223.57	Midland Scientific - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 131.44	Midland Scientific - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 223.57	Midland Scientific - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 501.41	Midland Scientific - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 126.66	Midland Scientific - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 923.48	Midland Scientific - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 48.09	Midland Scientific - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 236.90	Midland Scientific - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 578.79	Midland Scientific - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 522.12	Mid-West Instrument - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 279.90	Murdoch'S Ranch&Home #99 - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 194.94	Murdoch'S Ranch&Home #99 - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 43.99	Napa Store 3547007 - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 413.77	Provantage - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 2,135.79	Provantage - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 190.66	Provantage - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 87.47	Purvis Industries 68 - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 304.00	Pzg**Mt Dept Environ Q - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 300.00	Pzg**Mt Dept Environ Q - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 88.00	Reliable Tent Awning Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 848.71	Rsd - Billings#57 - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 1,766.29	Schnitzer Steel Billings - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 830.00	Shepherd Stainless Incorp - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 57.00	Shipton'S Big R-East - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 54.97	Shipton'S Big R-East - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 1,200.00	Smglobal Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 70.99	Superior Water Solutions - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 149.13	The Home Depot #3101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 63.32	The Home Depot #3101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 11.99	The Home Depot #3101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 139.00	The Home Depot #3101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 224.82	Usa Blue Book - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 626.74	Usa Blue Book - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 246.33	Usa Blue Book - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 16.00	West End Lock And Secur - PCard
11/07/2022	ACH	U.S. Bank PCards	Wastewater	$ 42.60	West End Lock And Secur - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 193.52	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 35.09	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 49.99	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 5.85	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 42.14	360 Office Solutions Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 72.65	4Te*Alarm Services - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 72.65	4Te*Alarm Services - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 392.50	4Te*Alarm Services - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 72.65	4Te*Alarm Services - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 59.99	A And H Turf And Specialt - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 129.95	A And H Turf And Specialt - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 74.53	A And H Turf And Specialt - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 67.45	A And H Turf And Specialt - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 249.95	A And H Turf And Specialt - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 422.00	Agilent Technologies, - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 665.45	Agilent Technologies, - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 231.70	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 274.41	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 91.47	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 77.23	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 77.23	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 164.63	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 24.51	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 112.50	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 659.74	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 176.57	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 24.51	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 91.47	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 73.53	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 495.89	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 228.23	Alsco Inc. - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Water	$ 176.57	Alsco Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 17.99	Amazon.Com*1K13B7Vj2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 538.00	Amazon.Com*1K9W62N00 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 563.46	Amazon.Com*1K9Yz0071 Amzn - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ (302.19)	Amzn Mktp Us - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 1,315.53	Amzn Mktp Us*145Bn4Y11 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 1,090.24	Amzn Mktp Us*1492A6Lu0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 352.50	Amzn Mktp Us*149O46Zb1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 308.99	Amzn Mktp Us*1M49D0Dx2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 15.68	Amzn Mktp Us*1U2T72Ij1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 199.96	Amzn Mktp Us*1U3635A41 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 96.20	Amzn Mktp Us*1U4O37Zy1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 65.00	Amzn Mktp Us*1U4St84K1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 14.60	Amzn Mktp Us*1U64P1Fc0 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 79.96	Amzn Mktp Us*H888N6Zh1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 14.87	Amzn Mktp Us*Ht7Wt61Z1 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 40.92	Awg 3575 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 12.70	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 18.35	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 12.61	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 1,986.08	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 35.96	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 13.20	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 28.97	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 39.95	Billings - Tacoma Screw P - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 41.57	Billings Construction Sup - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 27.55	Costco Whse #0069 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 368.85	Cpi International - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 110.00	Cross Petroleum Service - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 286.00	Dxp Enterprises - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 38.00	Edge Construction Supp - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 505.44	Edge Construction Supp - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 70.43	Edge Construction Supp - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 48.17	Edge Construction Supp - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 291.53	Environmental Resource - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Water	$ 21.99	Evergreen Ace Hardware - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 3,229.27	Exor America - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 14.17	Fastenal Company 01Mtbll - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 25.04	Fastenal Company 01Mtbll - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 76.00	Firehouse Subs 1876 Qsr - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 1,277.39	Ge Analytical Instrument - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 223.20	Glovestock - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 33.60	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 350.76	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 108.35	Grainger - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 217.52	Hach Company - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 266.38	Hach Company - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 1,139.07	Hach Company - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 170.70	Hanson Chemical - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 41.42	Hanson Chemical - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 240.00	Harbor Freight Tools 207 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 82.24	Harbor Freight Tools 207 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 109.99	Harbor Freight Tools 207 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 287.76	Homedepot.Com - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 42.42	Homedepot.Com - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 79.94	Homedepot.Com - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 108.34	Hose And Rubber Supply Bi - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 61.53	Hose And Rubber Supply Bi - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 1,013.11	Industrial Safety Product - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 213.27	Kb Commercial Products - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 11.02	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 251.95	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 38.68	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 20.39	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 8.99	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 41.37	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 31.19	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 19.99	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 139.47	Kings Ace Hdwe - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 17.67	Lowes #00319* - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Water	$ 73.78	Lowes #00319* - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 57.90	Lowes #00319* - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 365.00	Magnet Valley - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 855.60	Mro260849-1665589069 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 29.84	Norco Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 52.48	Northwest Scientific Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 64.00	Northwest Scientific Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 299.02	Northwest Scientific Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 225.94	Northwest Scientific Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 56.88	Northwest Scientific Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 168.91	Northwest Scientific Inc - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 179.08	Office Depot #1080 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 47.34	Office Depot #1080 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 5.29	Office Depot #1080 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 41.99	Office Depot #1080 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 140.18	Office Depot #1080 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 47.96	Office Depot #450 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 87.00	Pacific Steel Branch #02 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 50.30	Pacific Steel Branch #02 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 191.00	Pacific Steel Branch #02 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 114.00	Pacific Steel Branch #02 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 319.00	Perkinelmer Health - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 413.77	Provantage - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 2,135.78	Provantage - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 600.00	Pzg**Mt Dept Environ Q - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 108.92	Samsclub #4805 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 91.33	Sherwin Williams 703203 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 14.95	Shipton'S Big R-West - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 1,200.00	Smglobal Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 73.75	Sq *La Palmita 2 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 384.00	Sq *Montana Seals And Pac - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 30.90	Sq *Sealital, Inc. - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 106.49	Superior Water Solutions - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 94.99	The Home Depot #3101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 159.00	The Home Depot #3101 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/07/2022	ACH	U.S. Bank PCards	Water	$ 17.98	The Home Depot #3101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 47.27	The Home Depot #3101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 58.01	The Home Depot #3101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 229.00	The Home Depot 3101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 329.92	The Home Depot 3101 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 63.66	Uline *Ship Supplies - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 498.05	Usa Blue Book - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 543.79	Usa Blue Book - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 606.49	Www.Superbrightleds.Co - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 15.55	Zoom.Us 888-799-9666 - PCard
11/07/2022	ACH	U.S. Bank PCards	Water	$ 546.95	Zoro Tools Inc - PCard
11/07/2022	856946	Western Municipal Const	Wastewater	$ 299,282.99	WO 20-01 Phase 2 Sanitary Sewer Interceptor Replacement
11/07/2022	856950	Yellowstone Co GIS	IT Resources	$ 8,750.00	Yellowstone County GIS/MOU Agreement quarterly payment
11/07/2022	856951	Yellowstone Electric	Airport	$ 4,743.99	Materials for Powered Outlets
11/07/2022	856952	Yellowstone Valley Elec	Radio	$ 122.32	FOX/TANK 800 Mhz RADIO TOWERS ELECTIC SERVICE FY 2023
11/07/2022	856952	Yellowstone Valley Elec	Wastewater	$ 227.69	2229 Blue Creek Rd, 09/2022
11/07/2022	856952	Yellowstone Valley Elec	Wastewater	$ 172.85	3002 Cattle Dr, Pivot
11/07/2022	856952	Yellowstone Valley Elec	Wastewater	$ 1,277.70	3002 Cattle Dr, Rehberg Aeration Pond
11/07/2022	856952	Yellowstone Valley Elec	Wastewater	$ 154.67	4523 Iron Horse Trail
11/07/2022	856952	Yellowstone Valley Elec	Wastewater	$ 230.37	54th st W/Dovetail Ave. 09/2022
11/07/2022	856952	Yellowstone Valley Elec	Wastewater	$ 19.00	Winchester TRL/Rod & Gun Club 09/2022
11/07/2022	856952	Yellowstone Valley Elec	Water	$ 2,007.46	2085 Santiago BLVD 09/2022

City Council Regular

Date:	12/12/2022
Title:	Payment of Claims for week of November 14, 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 $2,989,143.64 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 11142022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/14/2022	ACH	A & I Distributors	Solid Waste	$ 825.00	330 GAL DEF. Landfill.
11/14/2022	ACH	A & I Distributors	Public Safety	$ 137.50	FIRE 7: DEF, 55-GALLONS DELIVERED 10/27/2022
11/14/2022	ACH	A & I Distributors	Public Safety	$ -	FIRE 7: 3859861 DRUM DEPOSIT ($35.00)
11/14/2022	ACH	A & I Distributors	Fleet	$ 2,211.01	3859326 PO NUM 315116
11/14/2022	ACH	A & I Distributors	Fleet	$ 88.48	3859326 PO NUM 315116
11/14/2022	ACH	A & I Distributors	Fleet	$ 3,591.52	3850772C PO NUM 315116
11/14/2022	ACH	A & I Distributors	Fleet	$ 2,714.96	3853634 PO NUM 315116
11/14/2022	ACH	A & I Distributors	Public Safety	$ 137.50	FIRE 7: DEF, 55 GALLON DRUM
11/14/2022	ACH	A & I Distributors	Public Safety	$ 35.00	3951830 FIRE 7: DEF, 55 GALLON DRUM DEPOSIT
11/14/2022	ACH	A & I Distributors	Water	$ 50.23	citgo clarion HTEP #2
11/14/2022	ACH	A & I Distributors	Public Safety	$ (35.00)	135351 FIRE 7: DEF, 55 GALLON DRUM DEPOSIT CREDIT RETURN
11/14/2022	ACH	A & I Distributors	Transit	$ 3,697.70	3858605 PO NUM 315116. 440 Qts. 5W-40, 440 Qts. 5W-20
11/14/2022	ACH	A & I Distributors	Fleet	$ 2,332.70	3855846 PO NUM 315116
11/14/2022	ACH	A & I Distributors	Fleet	$ 69.25	3857287
11/14/2022	ACH	A & I Distributors	Solid Waste	$ 1,650.00	330GAL DEF TOTE (2). Collections.
11/14/2022	ACH	A & I Distributors	Transit	$ 1,650.00	3856451 PO NUM 315116. 2640 Qts. DEF
11/14/2022	ACH	A & I Distributors	Solid Waste	$ 436.00	10/14Z SP HITEMP EP#2 - Lubricant. Landfill.
11/14/2022	ACH	A & I Distributors	Street/Traffic	$ 53.63	3853634
11/14/2022	ACH	A & I Distributors	Solid Waste	$ 54.36	3853634
11/14/2022	ACH	A & I Distributors	Public Safety	$ 53.63	3853634
11/14/2022	ACH	HDR, Inc.	Water	$ 40,452.56	WO 19-12 West End Reservoir; Payment 43
11/14/2022	ACH	HDR, Inc.	Wastewater	$ 187,633.06	WO 19-21 WRF Influent Lift Station; Payment 34
11/14/2022	ACH	HDR, Inc.	P.W. Admin	$ 7,209.32	WO 20-33 Public Works GIS Services, PAYMENT 33
11/14/2022	ACH	HDR, Inc.	Storm Sewer	$ 8,033.46	WO 20-33 Public Works GIS Services, Payment 33
11/14/2022	ACH	HDR, Inc.	Water	$ 32,178.38	WO 20-33 Public Works GIS Services, PAYMENT 33
11/14/2022	ACH	HDR, Inc.	Solid Waste	$ 2,940.16	WO 20-33 Public Works GIS Services, PAYMENT 33
11/14/2022	ACH	HDR, Inc.	Wastewater	$ 10,810.27	WO 20-33 Public Works GIS Services, PAYMENT 33
11/14/2022	ACH	HDR, Inc.	Street/Traffic	$ 9,897.04	WO 20-33 Public Works GIS Services, PAYMENT 33
11/14/2022	ACH	HDR, Inc.	Light Maint	$ 653.37	WO 20-33 Public Works GIS Services, PAYMENT 33
11/14/2022	ACH	HDR, Inc.	Engineering	$ 2,524.38	WO 20-33 Public Works GIS Services, PAYMENT 33
11/14/2022	ACH	HDR, Inc.	Water	$ 5,376.56	WO 18-23 Water Master Plan Update; Payment 35
11/14/2022	ACH	HDR, Inc.	Wastewater	$ 2,619.84	WO 20-44 WRF Nutrient Recovery Improvements Project; Payment 28
11/14/2022	856956	Ace Electric	Facilities	$ 4,945.00	LED Lighting at Evidence Building Vehicle Bays
11/14/2022	856961	Am Water Works	Water	$ 4,369.32	Membership Dues
11/14/2022	856961	Am Water Works	Water	$ 655.41	Membership Dues

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/14/2022	856961	Am Water Works	Wastewater	$ 1,092.34	Membership Dues
11/14/2022	856961	Am Water Works	Wastewater	$ 436.93	Membership Dues
11/14/2022	856964	Askin Construction	Water	$ 612,296.68	WO 22-01 Water and Sewer Main Replacement; Payment 5
11/14/2022	856968	Billings Community	Tax Incrmnt N27	$ 98,518.00	Billings Community Foundation Development Incentive N 27th St TIF
11/14/2022	856969	Billings Depot	Engineering	$ 15,257.22	Depot Rent December
11/14/2022	856972	Brenntag Pacific	Wastewater	$ 6,280.00	kosher
11/14/2022	856973	Business Tax Section	Solid Waste	$ 726.68	WO 22-37 Landfill Drop-Off Building Repairs -Construction; Payment 1
11/14/2022	856973	Business Tax Section	Water	$ 6,184.81	WO 22-01 Water and Sewer Main Replacement; Payment 5
11/14/2022	856975	Carolina Software	Wastewater	$ 14,575.25	Keypad & Wasteworks Software for charging septage haulers
11/14/2022	856980	Cushing Terrell	Park Dist 1	$ 10,800.00	adjustment to po due to incorrect change order amount entered
11/14/2022	856980	Cushing Terrell	Park Dist 1	$ 823.00	consulting on the CastleRock playground
11/14/2022	856980	Cushing Terrell	Park Dist 1	$ 3,900.00	amendment to contract for services; increase amount by 3,900
11/14/2022	856980	Cushing Terrell	Park Dist 1	$ 11,300.00	consultant on the adult exercise equipment at north
11/14/2022	856980	Cushing Terrell	Park Dist 1	$ 11,300.00	consultant to increase size of playground at Comanche park
11/14/2022	856981	Dakota Supply Group	Water	$ 241.43	DUMP SEAL - EH WACHS (59-065-00)
11/14/2022	856981	Dakota Supply Group	Water	$ 1,327.46	3/4" BALL CORP CC X CTS P/N: 106099
11/14/2022	856981	Dakota Supply Group	Water	$ 1,986.83	1" BALL CURB STOP CTS 76104Q P/N: 36935
11/14/2022	856981	Dakota Supply Group	Water	$ 118.99	Coupling to repair water services
11/14/2022	856981	Dakota Supply Group	Water	$ 2,040.92	3/4" BALL CURB STOP CTS 76104Q P/N: 36923
11/14/2022	856981	Dakota Supply Group	Water	$ 510.92	8" X 10" CI-FC REPAIR CLAMP - F1-939 X 10-SH
11/14/2022	856981	Dakota Supply Group	Water	$ 395.64	6" PLASTIC SEWER PIPE SDR35 P/N: 32396
11/14/2022	856981	Dakota Supply Group	Water	$ 79.46	3/4" BRASS PLUG
11/14/2022	856981	Dakota Supply Group	Water	$ 45.07	3/4" BRASS CAPS P/N: 34929
11/14/2022	856981	Dakota Supply Group	Water	$ 324.10	8" X 14' PVC SEWER PIPE SDR35 P/N: 32405
11/14/2022	856981	Dakota Supply Group	Water	$ 41.29	3/4" X 2" BRASS NIPPLES P/N: 12555
11/14/2022	856981	Dakota Supply Group	Water	$ 1,610.15	48 X 84 CURB BOX L/ROD 1-1/2" TAP W/ PENTAGON LID
11/14/2022	856981	Dakota Supply Group	Water	$ 149.83	BLACK COUPLING 1-1/4"
11/14/2022	856981	Dakota Supply Group	Street/Traffic	$ 3,648.92	inv#S102271909.001sewer pipe
11/14/2022	856981	Dakota Supply Group	Water	$ 110.13	3/4" X 100' POLY PIPE - SDR9 CTS 250#
11/14/2022	856981	Dakota Supply Group	Water	$ 1,823.29	WATEROUS 5-1/4" WB67 TRAFFIC REPAIR KIT (K528)
11/14/2022	856981	Dakota Supply Group	Water	$ 321.62	6" X 3/4" SADDLE DOUBLE BAND - CAST IRON
11/14/2022	856981	Dakota Supply Group	Water	$ 709.46	1-1/4" X 7' CURB BOX P/N: 38329
11/14/2022	856981	Dakota Supply Group	Water	$ 1,260.00	MAIN VALVE RUBBER #35 (WATEROUS)
11/14/2022	856983	Dixie Petro-Chem	Water	$ 18,787.20	BULK CHLORINE
11/14/2022	856984	DOWL	Storm Sewer	$ 26,249.82	WO 20-24 West End Storm System Improvements; Payment 18

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/14/2022	856984	DOWL	Storm Sewer	$ 17,161.54	WO 20-24 West End Storm System Improvements; Payment 19
11/14/2022	856987	Duval Ford	Capital Replace	$ 251,321.00	Purchase 12 Patrol SUV's.
11/14/2022	856992	ESRI	IT Resources	$ 82,500.00	Annual ESRI Renewal
11/14/2022	856995	Ferguson Enterprises	Water	$ 22.60	stiffners for services
11/14/2022	856995	Ferguson Enterprises	Water	$ 571.60	BONNET GASKET MUELLER
11/14/2022	856995	Ferguson Enterprises	Water	$ 327.14	11/16" DRILL C-RES D&E-5
11/14/2022	856995	Ferguson Enterprises	Water	$ 1,734.08	UPPER STEM 1987 TO PRESENT 27-9/16" LONG
11/14/2022	856995	Ferguson Enterprises	Water	$ 370.08	7/8" DRILL CEM-RES 33253 - 1"
11/14/2022	856996	FCS	Storm Sewer	$ 5,876.63	WO 20-37 Stormwater Utility Development; Payment # 26
11/14/2022	856997	Fisher Sand & Gravel	Street/Traffic	$ 21,688.59	inv#82042asphalt
11/14/2022	856997	Fisher Sand & Gravel	Street/Traffic	$ 492.00	inv#82460concrete at 2445 teton ave
11/14/2022	856997	Fisher Sand & Gravel	Street/Traffic	$ 372.08	inv#82041asphalt
11/14/2022	857000	Grainger Parts	Water	$ 621.86	cable pulling tape, cloth rag, wire pull
11/14/2022	857000	Grainger Parts	Water	$ 81.72	3 hole flange
11/14/2022	857000	Grainger Parts	Water	$ 75.66	clip boards for field work
11/14/2022	857000	Grainger Parts	Water	$ 57.20	3" PAINT BRUSH
11/14/2022	857000	Grainger Parts	Water	$ 83.80	123 LITHIUM 3V BATTERY - 1ANB7
11/14/2022	857000	Grainger Parts	Water	$ 13.94	CR2032 3V COIN CELL
11/14/2022	857000	Grainger Parts	Water	$ 46.11	2" PAINT BRUSH - (8781939)
11/14/2022	857000	Grainger Parts	Water	$ 179.28	LEATHER GLOVE LARGE
11/14/2022	857000	Grainger Parts	Water	$ 77.46	precision screwdriver, tamperproof screw
11/14/2022	857000	Grainger Parts	Wastewater	$ 61.09	Utility knife, Utility Blades, batteries
11/14/2022	857000	Grainger Parts	Water	$ 247.73	utility box, steel for storage
11/14/2022	857000	Grainger Parts	Wastewater	$ 949.70	Remote Display Clamp Meter
11/14/2022	857000	Grainger Parts	Water	$ 21.64	coffee filters for the WTP
11/14/2022	857000	Grainger Parts	Water	$ 10.14	electrical tape for electrical work
11/14/2022	857000	Grainger Parts	Water	$ 201.76	blipboard letter size , red
11/14/2022	857002	Gunarama Wholesale	Public Safety	$ 5,772.00	GW 1169178, gen 5s
11/14/2022	857002	Gunarama Wholesale	Public Safety	$ 2,405.00	GW 1164684, Gen 5s
11/14/2022	857013	InfoSend	P.W. Admin	$ 3,867.47	Monthly Fees for October 2022
11/14/2022	857013	InfoSend	P.W. Admin	$ 13,984.13	Monthly Fees for October 2022
11/14/2022	857014	Ingram Library Service	Property Ins	$ 46.92	72074854 PO 20221007 - HVAC - 2126
11/14/2022	857014	Ingram Library Service	Property Ins	$ 40.20	72074855 PO 20221007 - HVAC - 2126
11/14/2022	857014	Ingram Library Service	Library	$ 30.08	72074852 LITMBL
11/14/2022	857014	Ingram Library Service	Library	$ 686.89	72104613

Check Date	Check#	Name	Fund Name	Amount		Item Desc
11/14/2022	857014	Ingram Library Service	Library	$ 1.43	72074844	
11/14/2022	857014	Ingram Library Service	Library	$ 25.84	72074845	
11/14/2022	857014	Ingram Library Service	Library	$ 22.95	72074848	
11/14/2022	857014	Ingram Library Service	Library	$ 220.45	72074844	
11/14/2022	857014	Ingram Library Service	Library	$ 0.01	72074849	
11/14/2022	857014	Ingram Library Service	Library	$ 0.04	72074847	
11/14/2022	857014	Ingram Library Service	Library	$ 31.86	72104612	
11/14/2022	857014	Ingram Library Service	Library	$ 354.51	72104613	
11/14/2022	857014	Ingram Library Service	Library	$ 0.03	72074846	
11/14/2022	857014	Ingram Library Service	Library	$ 210.42	72074844	
11/14/2022	857014	Ingram Library Service	Library	$ 98.15	72074845	
11/14/2022	857014	Ingram Library Service	Library	$ 0.06	72074848	
11/14/2022	857014	Ingram Library Service	Library	$ 13.80	72074849	
11/14/2022	857014	Ingram Library Service	Library	$ 2.86	72104613	
11/14/2022	857014	Ingram Library Service	Library	$ 59.01	72104614	Tech lab
11/14/2022	857014	Ingram Library Service	Library	$ 17.70	72074847	
11/14/2022	857014	Ingram Library Service	Library	$ 0.02	72074850	
11/14/2022	857014	Ingram Library Service	Library	$ 50.39	72074844	
11/14/2022	857014	Ingram Library Service	Library	$ 0.81	72074845	
11/14/2022	857014	Ingram Library Service	Library	$ 10.61	72104612	
11/14/2022	857014	Ingram Library Service	Library	$ 95.03	72104613	
11/14/2022	857014	Ingram Library Service	Library	$ 84.15	72074844	
11/14/2022	857014	Ingram Library Service	Library	$ 25.80	72074845	
11/14/2022	857014	Ingram Library Service	Library	$ 190.32	72074845	
11/14/2022	857014	Ingram Library Service	Library	$ 5.92	72074851	Sensory Storytime
11/14/2022	857014	Ingram Library Service	Library	$ 115.89	72074845	
11/14/2022	857014	Ingram Library Service	Library	$ 10.79	72074850	
11/14/2022	857014	Ingram Library Service	Library	$ 675.66	72104613	
11/14/2022	857014	Ingram Library Service	Library	$ 17.10	72074846	
11/14/2022	857014	Ingram Library Service	Library	$ 0.07	72104612	
11/14/2022	857014	Ingram Library Service	Library	$ 0.10	72136847	
11/14/2022	857014	Ingram Library Service	Library	$ 10.61	72136846	
11/14/2022	857014	Ingram Library Service	Library	$ 6.56	72136852	Sensory storytime
11/14/2022	857014	Ingram Library Service	Library	$ 176.92	72228866	
11/14/2022	857014	Ingram Library Service	Library	$ 0.11	72228867	

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/14/2022	857014	Ingram Library Service	Library	$ 27.19	72228869
11/14/2022	857014	Ingram Library Service	Library	$ 195.22	72202075
11/14/2022	857014	Ingram Library Service	Library	$ 143.68	72202075
11/14/2022	857014	Ingram Library Service	Library	$ 96.61	72228866
11/14/2022	857014	Ingram Library Service	Library	$ 0.05	72228869
11/14/2022	857014	Ingram Library Service	Library	$ 20.06	72228871
11/14/2022	857014	Ingram Library Service	Library	$ 7.66	72136850
11/14/2022	857014	Ingram Library Service	Library	$ 2.95	72202075
11/14/2022	857014	Ingram Library Service	Library	$ 8.99	72202077 Tech Lab
11/14/2022	857014	Ingram Library Service	Library	$ 0.18	72136846
11/14/2022	857014	Ingram Library Service	Library	$ 15.34	72136848
11/14/2022	857014	Ingram Library Service	Library	$ 8.25	72136848
11/14/2022	857014	Ingram Library Service	Library	$ 247.13	72136850
11/14/2022	857014	Ingram Library Service	Library	$ 139.68	72202075
11/14/2022	857014	Ingram Library Service	Library	$ 10.79	10.84
11/14/2022	857014	Ingram Library Service	Library	$ 0.49	72136851
11/14/2022	857014	Ingram Library Service	Library	$ 87.02	72136851
11/14/2022	857014	Ingram Library Service	Library	$ 0.05	72202074
11/14/2022	857014	Ingram Library Service	Library	$ 34.20	72228864
11/14/2022	857014	Ingram Library Service	Library	$ 22.60	72228866
11/14/2022	857014	Ingram Library Service	Library	$ 57.23	72228867
11/14/2022	857014	Ingram Library Service	Library	$ 23.60	72228868
11/14/2022	857014	Ingram Library Service	Library	$ 11.79	72136846
11/14/2022	857014	Ingram Library Service	Library	$ 17.69	72136848
11/14/2022	857014	Ingram Library Service	Library	$ 1.78	72136850
11/14/2022	857014	Ingram Library Service	Library	$ 0.08	72228863
11/14/2022	857014	Ingram Library Service	Library	$ 652.72	72228866
11/14/2022	857014	Ingram Library Service	Library	$ 26.64	72228872
11/14/2022	857014	Ingram Library Service	Library	$ 3.00	72228873
11/14/2022	857014	Ingram Library Service	Library	$ 14.72	72202076
11/14/2022	857014	Ingram Library Service	Library	$ 5.39	72228864
11/14/2022	857014	Ingram Library Service	Library	$ 381.02	72228866
11/14/2022	857014	Ingram Library Service	Library	$ 22.40	72228865
11/14/2022	857014	Ingram Library Service	Library	$ 2.44	72228866
11/14/2022	857014	Ingram Library Service	Library	$ 0.07	72228868

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/14/2022	857014	Ingram Library Service	Library	$ 0.04	72228871
11/14/2022	857014	Ingram Library Service	Library	$ 26.52	72228873
11/14/2022	857014	Ingram Library Service	Library	$ 16.52	72136847
11/14/2022	857014	Ingram Library Service	Library	$ 0.05	10.84
11/14/2022	857014	Ingram Library Service	Library	$ 14.15	72228869
11/14/2022	857014	Ingram Library Service	Library	$ 35.38	72228863
11/14/2022	857014	Ingram Library Service	Library	$ 0.32	72136848
11/14/2022	857014	Ingram Library Service	Library	$ 8.84	72202074
11/14/2022	857014	Ingram Library Service	Library	$ 11.37	72228865
11/14/2022	857014	Ingram Library Service	Library	$ 0.03	72228870
11/14/2022	857014	Ingram Library Service	Library	$ 17.11	72228870
11/14/2022	857014	Ingram Library Service	Library	$ 65.90	72202075
11/14/2022	857014	Ingram Library Service	Library	$ 11.79	72228863
11/14/2022	857014	Ingram Library Service	Library	$ 0.06	72228864
11/14/2022	857014	Ingram Library Service	Library	$ 0.06	72228865
11/14/2022	857018	Invoice Cloud	Building	$ 228.76	Billings for October 2022
11/14/2022	857018	Invoice Cloud	Water	$ 11,855.56	Billings for October 2022
11/14/2022	857018	Invoice Cloud	Solid Waste	$ 8,788.24	Billings for October 2022
11/14/2022	857018	Invoice Cloud	Wastewater	$ 8,957.43	Billings for October 2022
11/14/2022	857018	Invoice Cloud	Parking	$ 520.64	Billings for October 2022
11/14/2022	857018	Invoice Cloud	City Ins Fund	$ 243.88	Billings for October 2022-
11/14/2022	857023	Johnson Laffen Galloway	Stillwater Const	$ 37,305.00	Phase I Stillwater Bldg - comprehensive design plan
11/14/2022	857023	Johnson Laffen Galloway	Stillwater Const	$ -	Phase 1 Stillwater Bldg - develop comprehensive master plan
11/14/2022	857024	K2 Const Consult	Airport	$ 67,437.02	TSA Equipment Relocation Project
11/14/2022	857030	Lee Newspaper	P.W. Admin	$ 13,645.26	Public Works Department Media Marketing; 09/26/2022-10/30/2022
11/14/2022	857030	Lee Newspaper	Library	$ 499.00	102-60003259 October 2022
11/14/2022	857034	M R Concrete	Water	$ 1,800.00	N 19th Street 2 ADA Rump, Pipe Burst con
11/14/2022	857034	M R Concrete	Water	$ 800.00	734 Aronson Ave city walk
11/14/2022	857035	Mail Tech Service	General	$ 1,347.51	October, 2022
11/14/2022	857035	Mail Tech Service	Central Services	$ 5,237.10	October, 2022
11/14/2022	857035	Mail Tech Service	General	$ 3,834.01	mailings-6811
11/14/2022	857035	Mail Tech Service	Library	$ 1,288.00	LIBR Library mailing October 2022
11/14/2022	857037	Midland Implement	Park Dist 1	$ 3,287.06	parts - 180503001
11/14/2022	857040	Missoula Public Library	Library	$ 4,317.69	Ancestry Library Edition 2022
11/14/2022	857043	Morrison Maierle	Airport	$ 2,612.64	Amendment #13 Terminal Expansion Project - Local

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/14/2022	857043	Morrison Maierle	Airport	$ 2,210.26	Amendment #13 Terminal Expansion Project - Ineligible
11/14/2022	857043	Morrison Maierle	Airport	$ 23,513.76	Amendment #13 Terminal Expansion Project - Federal
11/14/2022	857045	Mt W Medical & Lab	Water	$ 15,318.00	Replacement Autoclave For Microbiology
11/14/2022	857046	MT DEQ	Water	$ 63,384.00	Community Connection Fee
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 6.00	0723387-7
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 6.00	3477233-5
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 10.94	3707235-2
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 10.00	3707236-0
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 12.82	1045813-1
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 8.91	1692666-9
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 6.00	3178260-0
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 4.43	3707234-5
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 6.72	0881455-0
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 1.07	0971824-8
11/14/2022	857051	NorthWestern Energy	Street/Traffic	$ 7.73	0855404-0
11/14/2022	857051	NorthWestern Energy	Water	$ 6.00	1160807-2
11/14/2022	857051	NorthWestern Energy	Water	$ 5.13	1346673-5
11/14/2022	857051	NorthWestern Energy	Public Safety	$ 1,442.05	1183483-5
11/14/2022	857051	NorthWestern Energy	Building	$ 27.77	1569631-3
11/14/2022	857051	NorthWestern Energy	Street/Traffic	$ 0.93	1797828-9
11/14/2022	857051	NorthWestern Energy	Street/Traffic	$ 29.22	3648861-7
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 27.63	0978917-3
11/14/2022	857051	NorthWestern Energy	General	$ 521.87	0720841-6
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 82.25	0793134-8
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 6.00	1156527-2
11/14/2022	857051	NorthWestern Energy	Street/Traffic	$ 2.41	3088038-9
11/14/2022	857051	NorthWestern Energy	General	$ 700.87	0712538-8
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 200.95	0722256-5
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 31.96	0722277-1
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 6.97	1564209-3
11/14/2022	857051	NorthWestern Energy	Wastewater	$ 6.97	1704025-4
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 7.69	1902257-3
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 118.18	3241436-9
11/14/2022	857051	NorthWestern Energy	Street/Traffic	$ 0.93	3590004-2
11/14/2022	857051	NorthWestern Energy	Wastewater	$ 57.05	1704030-4

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/14/2022	857051	NorthWestern Energy	Street/Traffic	$ 30.85	1738989-1
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 38.18	1941243-6
11/14/2022	857051	NorthWestern Energy	Public Safety	$ 12.34	0712532-1
11/14/2022	857051	NorthWestern Energy	Street/Traffic	$ 36.67	1045820-6
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 0.82	1312707-1
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 7.29	1514388-6
11/14/2022	857051	NorthWestern Energy	Street/Traffic	$ 8.28	2047018-3
11/14/2022	857051	NorthWestern Energy	Facilities	$ 6.00	3866815-8
11/14/2022	857051	NorthWestern Energy	Facilities	$ 84.08	3922089-2
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 6.00	1588262-4
11/14/2022	857051	NorthWestern Energy	Water	$ 6.15	1867265-9
11/14/2022	857051	NorthWestern Energy	Street/Traffic	$ 10.54	3660075-7
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 6.15	0722280-5
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 6.15	0722284-7
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 19.48	0723049-3
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 20.21	0723064-2
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 6.00	0723388-5
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 2.74	0723391-9
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 6.15	0723384-4
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 6.15	0723397-6
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 6.15	0723398-4
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 0.67	0723885-0
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 20.21	0723065-9
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 6.29	0723840-5
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 118.02	0723879-3
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 1.60	2041362-1
11/14/2022	857051	NorthWestern Energy	Street/Traffic	$ 7.85	2047017-5
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 32.55	0722278-9
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 8.67	0722862-0
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 86.26	0723005-5
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 40.01	0999807-1
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 22.33	1513796-1
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 6.15	0723396-8
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 6.15	0723835-5
11/14/2022	857051	NorthWestern Energy	Street/Traffic	$ 7.12	2047019-1

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/14/2022	857051	NorthWestern Energy	Street/Traffic	$ 8.13	2047007-6
11/14/2022	857051	NorthWestern Energy	Street/Traffic	$ 7.41	2047010-0
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 6.15	0722281-3
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 7.72	0722852-1
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 144.56	0722995-8
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 6.00	0723385-1
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 7.12	0723393-5
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 64.45	1513800-1
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 19.05	0722273-0
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 9.73	0722274-8
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 93.92	0722275-5
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 8.67	0723836-3
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 14.02	0722279-7
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 14.02	0722808-3
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ -	0723039-4
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 6.15	0723394-3
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 9.56	1513802-7
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 62.85	0722901-6
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 109.73	0723884-3
11/14/2022	857051	NorthWestern Energy	Street/Traffic	$ 7.56	2047013-4
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 9.61	0722272-2
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 6.15	0722283-9
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 6.29	0722976-8
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 6.00	0723386-9
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 4.12	0723391-9
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 0.92	0723392-7
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 6.15	0723395-0
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 6.15	0722253-2
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 6.00	0722258-1
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 13.36	0722259-9
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 6.40	0722272-2
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 6.15	0723025-3
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 6.00	0723046-9
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 6.72	0723883-5
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 20.21	0723887-6

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 19.05	1513804-3
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 44.34	3771457-3
11/14/2022	857051	NorthWestern Energy	Airport	$ 21.18	0720296-3. Gate 29. October 2022
11/14/2022	857051	NorthWestern Energy	Airport	$ 25.03	0712791-3. Gate 16. October 2022
11/14/2022	857051	NorthWestern Energy	Airport	$ 14.02	0712534-7. Entrance Gate 16. October 2022
11/14/2022	857051	NorthWestern Energy	Airport	$ 27.29	0719761-9. Gate 15. October 2022
11/14/2022	857051	NorthWestern Energy	Airport	$ 23.45	0719762-7. Gate 13. October 2022
11/14/2022	857051	NorthWestern Energy	Airport	$ 22.16	0712797-0. Gate 9. October 2022
11/14/2022	857051	NorthWestern Energy	Airport	$ 153.11	0712535-4. Employee Parking. October 2022
11/14/2022	857051	NorthWestern Energy	Airport	$ 73.72	0719760-1. Gate 14. October 2022
11/14/2022	857051	NorthWestern Energy	Airport	$ 21.50	2114868-9. Runway Weather System. October 2022
11/14/2022	857051	NorthWestern Energy	Airport	$ 8.40	0712813-5. Burn Pit. October 2022
11/14/2022	857051	NorthWestern Energy	Airport	$ 43.16	1712795-4. Gate 17. October 2022
11/14/2022	857051	NorthWestern Energy	Airport	$ 6.00	0712805-1. IP-10. October 2022
11/14/2022	857051	NorthWestern Energy	Airport	$ 21.60	0719759-3. Gate 12. October 2022
11/14/2022	857051	NorthWestern Energy	Public Safety	$ 409.88	0720817-6
11/14/2022	857051	NorthWestern Energy	Transit	$ 342.03	0719225-5
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 40.82	0813489-2
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 11.99	1849408-8
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 1.35	1265177-4
11/14/2022	857051	NorthWestern Energy	Parking	$ 163.57	3835890-9
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 5.43	2055817-7
11/14/2022	857051	NorthWestern Energy	Park Dist 1	$ 30.68	1904944-4
11/14/2022	857051	NorthWestern Energy	Parks Maint	$ 1.22	1948667-9
11/14/2022	857051	NorthWestern Energy	Water	$ 398.55	805 Constitution Ave Oct 2022
11/14/2022	857057	Pine Cove Consult	Facilities	$ 50,847.00	Vekada Access Control - Cloud License (3 year) - 1 door
11/14/2022	857058	Pipestone Equipt	Wastewater	$ 3,454.68	Pug Walves for PD #1 Rehab Project
11/14/2022	857061	Rain For Rent	Water	$ 2,786.10	Rent Discharge to drain basins filled du
11/14/2022	857067	S & S Machine	Water	$ 19,325.00	H1-2 Pump Motor Rebuild
11/14/2022	857071	Shimadzu Scientific	Water	$ 5,009.10	Gas Chromatograph Preventative Maintenance - WTP Lab
11/14/2022	857072	Sletten Const	Airport	$ 70,984.89	Terminal Expansion - Ineligible Costs
11/14/2022	857072	Sletten Const	Airport	$ 755,170.00	Terminal Expansion - AIP76 Eligible For Reimbursement
11/14/2022	857072	Sletten Const	Airport	$ 83,907.78	Terminal Expansion - AIP76 Eligible Local
11/14/2022	857073	Solid Waste System	Solid Waste	$ 4,486.52	149483
11/14/2022	857073	Solid Waste System	Solid Waste	$ 2,572.38	149051

Check Date	Check#	Name	Fund Name	Amount	Item Desc
11/14/2022	857073	Solid Waste System	Solid Waste	$ 238.29	148857
11/14/2022	857074	S Blgs Urban Renewal	Tax Incrmnt S	$ 29,289.50	Annual SBURA Operating Agreement $122,140; FY23 Qtr 1
11/14/2022	857080	Swank Enterprises	Solid Waste	$ 71,941.39	WO 22-37 Landfill Drop-Off Building Repairs -Construction; Payment 1
11/14/2022	857082	TESSCO Incorporated	Water	$ 453.51	450-470 MHz Yagi antenna
11/14/2022	857082	TESSCO Incorporated	Water	$ 1,365.10	Yagi Antenna and Flange arrestor
11/14/2022	857082	TESSCO Incorporated	Water	$ 1,614.74	Crimp, Flooded Braid
11/14/2022	857084	TK Elevator	Facilities	$ 3,474.00	Gold-Full Maintenance Stillwater Building
11/14/2022	857088	Trojan Technologies	Water	$ 174.00	UV Reactor Supplies
11/14/2022	857088	Trojan Technologies	Water	$ 3,347.06	UV Reactor Parts
11/14/2022	857088	Trojan Technologies	Water	$ 2,368.36	UV Reactor Supplies
11/14/2022	857099	Xylem Water Solution	Wastewater	$ 2,596.22	UV Sensor WRF
11/14/2022	857102	Ylwstn Co Treasurer	Parks Maint	$ 38.25	Parks
11/14/2022	857102	Ylwstn Co Treasurer	Gas Tax	$ 35.00	PW / Eng / PUD
11/14/2022	857102	Ylwstn Co Treasurer	Park Dist 1	$ 164.46	Parks
11/14/2022	857102	Ylwstn Co Treasurer	Water	$ 1,180.84	PW / Eng / PUD
11/14/2022	857102	Ylwstn Co Treasurer	Parking	$ 9,123.40	Wells Fargo Drive Thru/ATM Tax Code I01172
11/14/2022	857102	Ylwstn Co Treasurer	Wastewater	$ 10.00	PW / Eng / PUD
11/14/2022	857102	Ylwstn Co Treasurer	Parking	$ 393.04	Parking
11/14/2022	857102	Ylwstn Co Treasurer	Facilities	$ 25.00	BOC
11/14/2022	857102	Ylwstn Co Treasurer	Public Safety	$ 379.79	Police
11/14/2022	857102	Ylwstn Co Treasurer	Airport	$ 375.00	Airport
11/14/2022	857102	Ylwstn Co Treasurer	Parking	$ 262.59	Parking
11/14/2022	857102	Ylwstn Co Treasurer	Parks Maint	$ 30.00	Parks
11/14/2022	857102	Ylwstn Co Treasurer	CDBG	$ 8.50	Comm. Dev
11/14/2022	857102	Ylwstn Co Treasurer	Storm Sewer	$ 89.92	PW / Eng / PUD

City Council Regular

Date:	12/12/2022
Title:	Public Hearing & Resolution for Nuisance Property Abatement Assessment
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review	No

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the attached assessment resolution.

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

A nuisance property abatement assessment resolution has been completed and the assessment is ready to be placed on the taxes for the following properties.

(A14126) For the property located at 3714 5th Ave. S. in Billings, MT. A case for open storage and decaying structure was opened on 8/25/22. 1st Notice was sent on that date. There was no change to the property and the 2nd and final notice was sent on 10/7/22. I also made contact with the responsible party for the property, Jay Cleveland, and physically handed him the Final Notice and offered him a Voluntary Abatement for the property and informed him that he would be responsible for the bill. He agreed to the abatement but stated he wouldn't be paying the bill. As of this date he has made no attempt to pay. The abatement was performed on 10/12/22 including removal of all junk/open storage, mowing of the property and professional boarding of the structure. The bill for this was also presented to the attorney for the mortgage company and he stated he would advise his client to not pay the bill and have it assessed to the taxes as there is a public auction scheduled for 2/3/23. Mr. Cleveland was invoiced for the abatement on 10/27/22. The amount of $4,646.30 is still unpaid.

(A03432) For the property located at 835 Miles Ave. in Billings, MT. The property had received several complaints of open storage and junk vehicles. Ofc. Morgan opened a case on this property on 6/2/22 for the violations of junk vehicles, open storage of junk, obstruction of a public right of way, trailer parking in public right of way. The 1st notice was sent on 6/2/22. There was no change to the condition of the property so a citation was issued on 7/7/22. On 8/3/22 Ofc. Morgan appeared in court and proved his case obtaining an order to abate the property which he personally served on the property owner on 8/4/22. After waiting the required 30 days to execute the abatement, the property was abated and an abatement bill of $9,500.00 was issued on 9/7/22. The property owner, Jerome Kautzman, was presented with the bill and has made no attempts to pay as of this date. The amount of $9,500.00 is still unpaid.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, in which case the property owners will not be assessed, and the General Fund will be responsible for paying for the abatement.

FISCAL EFFECTS

The assessment total is $14,146.30 and will reimburse the General Fund.

Attachments

Resolution Nuisance Abatement

RESOLUTION NO. 22 _____

A RESOLUTION LEVYING A SPECIAL TAX UPON PROPERTY WITHIN THE CITY OF BILLINGS, MONTANA, TO DEFRAY THE COST OF ABATEMENT.

WHEREAS, Billings, Montana City Code, Section 18-301, et seq. sets forth the procedures to be followed (a) to designate property within the City of Billings as a nuisance, and (b) to abate such a nuisance when ordered to do so by the Municipal Court.

WHEREAS, Section 18-305 provides that the property owner will be sent an abatement expense report for the subject property and will be given notice that any assessment that is not paid shall become a lien upon the property and is enforceable in the same manner as the nonpayment of property taxes. The owners of the property described on Exhibit A hav been sent an assessment notice for abatement expenses incurred pursuant to Section 18-301, et seq., but the property owner has not reimbursed the City for its expenses set forth in the report or any part thereof. Further, City policy dictates that the City Clerk shall prepare and present a Resolution containing a list of the properties to be assessed, the recorded owners, and the amount of the cost for abatement, not to exceed the statutory amount for a Municipal Court judgement as in MCA 3-11-103, as amended.

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

1. LEVYING OF SPECIAL TAX. That for the purpose of collecting funds to defray the cost of abatement, there is hereby levied and assessed a special tax upon the owners and the lots or parcels described on the list attached hereto.

2. ASSESSMENT AND COLLECTION. Said tax shall be placed upon the assessment rolls and collected in the same manner as other taxes.

3. DISPOSITION OF COLLECTIONS. Pursuant to Section 18-305(6)k. BMCC, monies collected from taxes shall be paid into a special abatement fund established to account for costs, collections, and transactions necessary to the efficient operation of the Nuisance Abatement program. Assessment funds collected will be returned to the designated abatement account for future use on other involuntary property abatements or for transfer back to the city general fund.

4. NOTICE OF HEARING. On Monday, December 12, 2022, at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the 12th day of **December, 2022.**

CITY OF BILLINGS:

BY:_____
William A. Cole, MAYOR

ATTEST:

BY:_____
Denise R. Bohlman, CITY CLERK

Exhibit A

Owner Name	Address	Tax Code	Assessed Amount
Giacomini, Ralph A	3714 5th Ave S.	A14126	$4,646.30
Kautzman, Jerome	835 Miles Ave.	A03432	$9,500.00

City Council Regular

Date:	12/12/2022
Title:	Public Hearing and Resolution Creating SILMD 332
Presented by:	Debi Meling
Department:	Public Works
Presentation:	Yes
Legal Review	Yes

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the resolution creating SILMD 332 if the valid protest does not exceed 50%.

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

The reconstruction of Mullowney Lane from Elysian Road to Midland Road is planned for 2023. The street improvements include the installation of 19 streetlights within the project area. The City will administer the Street Light Maintenance District (SILMD) by assessing the property owners for the costs of maintaining the district and paying Northwestern Energy for the electricity. Council approved a Resolution of Intent to Create SILMD 332 at the November 14, 2022, meeting and set a December 12, 2022, public hearing on the proposed district. Legal notice of the proposed district and public hearing was published and mailed to all property owners in the proposed district in accordance with State law. Of the 117 tax codes, 111 of those have a valid Waiver of Right to Protest an SID.

The new lighting will use standard light poles with LED lamps and underground wiring.

The deadline for written protests is Monday, December 5, 2022, at 5:00 p.m. The number and percentage of valid written protests received will be reported to City Council at the December 12, 2022, Council meeting. As provided in State law, the City Council has the authority to create the district if the legal protest does not exceed 50%.

ALTERNATIVES

City Council may:

- Approve the Resolution creating SILMD 332 to provide a source of funding for the operation, maintenance and replacement of the streetlights; or
- Disapprove the Resolution creating the district. If the Council does not adopt the Resolution, the property owners cannot be assessed for the operation, maintenance and replacement of the streetlights and the new lighting will not be installed.

FISCAL EFFECTS

All costs of providing energy and ongoing maintenance for the lighting are paid from assessments against the properties within the light district. There is one City of Billings owned property located within the District, a portion of City park. The total assessed frontage is 20 feet, equaling an estimated total annual assessment of $18.91.

Attachments

SILMD 332 Resolution to Create

RESOLUTION NO. 22-_____

A RESOLUTION CREATING SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 332 OF THE CITY OF BILLINGS, MONTANA, FOR THE PURPOSE OF SECURING AND PROVIDING ENERGY AND MAINTENANCE AND REPLACEMENT FOR NEW STREETLIGHTING, SETTING THE BOUNDARIES THEREOF, STATING THE GENERAL CHARACTER OF THE IMPROVEMENTS TO BE MADE, ESTABLISHING THE ESTIMATED RATE FOR ENERGY AND MAINTENANCE THEREOF, AN APPROXIMATE ESTIMATE OF THE COST OF MAINTAINING SUCH LIGHTS AND SUPPLYING ELECTRICAL CURRENT THEREFORE FOR THE FIRST YEAR, AND THE PROPORTION OF THE COST TO BE ASSESSED AGAINST THE ABUTTING PROPERTY, AND THE METHOD OF ASSESSMENT OF SAID COSTS.

WHEREAS, the City Council of the City of Billings, Montana, on the 14th day of November, 2022, approved Resolution 22-11080, a Resolution of Intention to Create a Special Improvement Lighting Maintenance District designated as No. 332, setting the hearing on the creation of said District and hearing of protests against the extent and creation of said District, or any matter pertaining thereto, and thereafter gave notice by publication and mailing, all as required by law, and at said hearing which was held at the time and place specified in said Notice, all protests were heard and considered; and

WHEREAS, the City Council finds that the protests are insufficient to stop the creation of said district, and the protests are overruled and denied.

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

SECTION 1:

That the City Council of the City of Billings, Montana does hereby create a District, to be

known and designated as Special Improvement Lighting Maintenance District No. 332, hereinafter called the District, for the purpose of securing and providing energy and maintenance for new streetlights for lighting said District.

SECTION 2:

That the boundaries of the District are as set forth in Resolution of Intention No. 22-11080 hereinafter called the Resolution, on file in the office of the City Clerk of Billings, Montana, and by this reference is incorporated herein and made a part hereof.

SECTION 3:

That the City Council hereby finds and determines that each property described within the Resolution of Intent, is especially benefited and affected by said improvements, and each of the properties are hereby declared to be the property to be assessed for the cost and expense of the electrical energy for and maintenance of said District.

SECTION 4:

That the general character of the improvements to be made is hereby declared to be as described in the Resolution and is by this reference incorporated herein and made a part hereof.

SECTION 5:

The City of Billings intends to establish the contract rate for supplying electrical energy in accordance with the rate schedule approved by the Montana Public Service Commission. Said rate is currently estimated at $9.14 per unit, per month, and that NorthWestern Energy Company shall provide energy to the lighting fixtures. That the City of Billings shall provide normal maintenance and replacement as needed to lighting fixtures, poles, cables and other incidental equipment, and shall at all times own said lighting fixtures, poles, cables

and other incidental equipment.

SECTION 6:

The estimate of the cost of the District per year, including City administrative costs, is the sum of $4,600; that the entire cost of said District shall be paid by the owners of the property depicted in Exhibit “A” and the estimated individual property assessments for the first year following creation of the District depicted in Exhibit “C1” which is a corrected version of Exhibit C referenced in Resolution 22-11080, attached hereto, with each lot, parcel or piece of land within the District to be assessed for that portion of the whole cost which it's assessable frontage bears to the total assessable frontage of the entire District, exclusive of streets, avenues, alleys and public places. The estimated cost of the District per year for property owners is on the basis of approximately $0.945724 per lineal foot.

SECTION 7:

That the entire cost of the District shall be paid by an annual assessment against the property in the District. That all monies derived from the collection of such assessments shall be paid into a fund to be known as the "Special Improvement Lighting Maintenance District No. 332 Maintenance Fund", and warrants shall be drawn on said fund for the payment of such cost of maintaining or replacement as needed said lights, wiring, fixtures and poles and supplying electrical current therefore.

SECTION 8:

That reference is hereby made to Resolution 22-11080, the maps, specifications, boundaries, and perimeter pertaining to the District, on file in the offices of the City Clerk and City Engineer, for further particulars, all of which are made a part hereof.

APPROVED AND PASSED by the City Council of the City of Billings, Montana and approved this 12th day of December, 2022.

THE CITY OF BILLINGS:

BY:_____
William A. Cole
MAYOR

ATTEST:

BY:_____
Denise Bohlman CITY CLERK

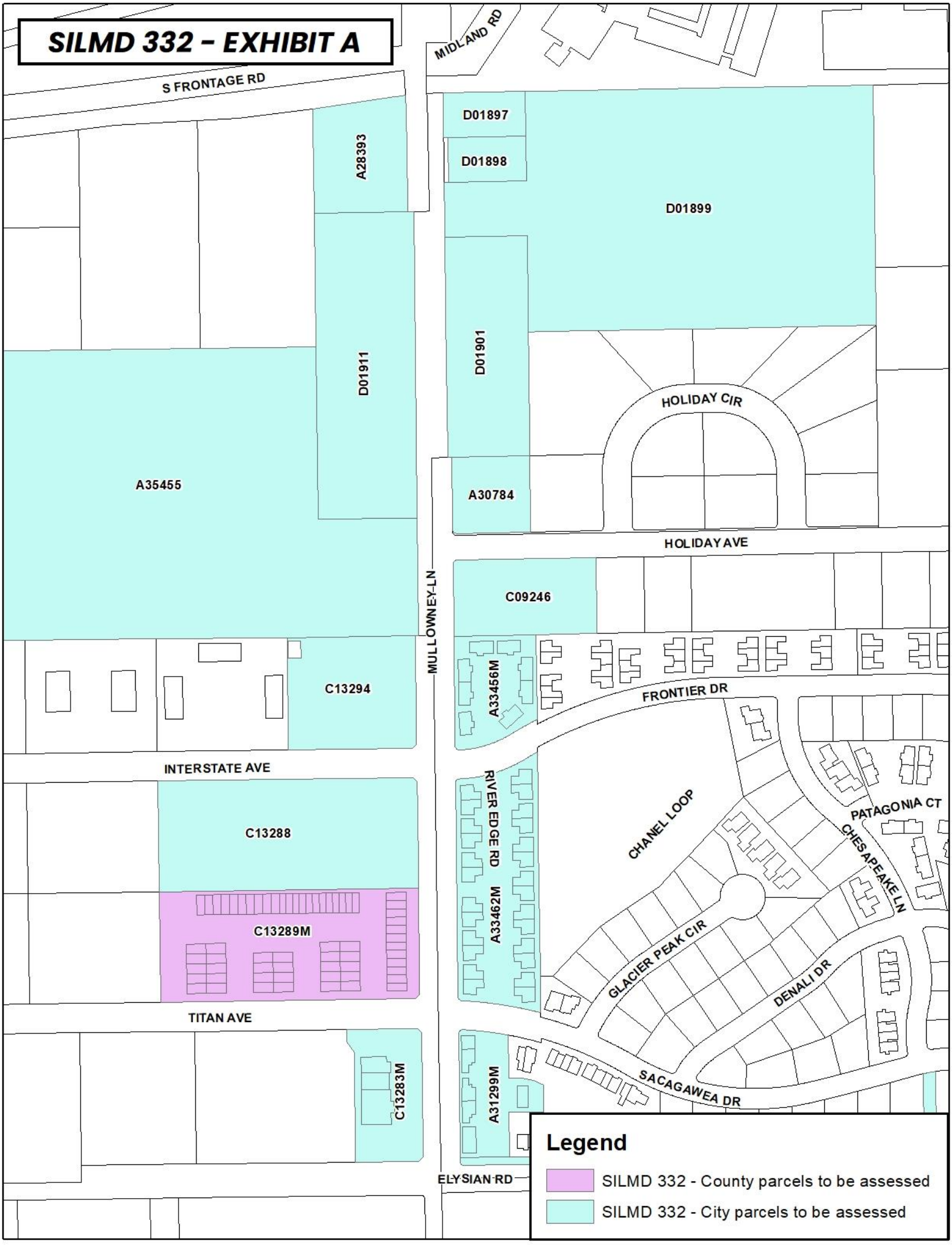

SILMD 332 – EXHIBIT A
MIDLAND RD
S FRONTAGE RD
A28393
D01897
D01898
D01899
D01911
D01901
HOLIDAY CIR
A35455
A30784
HOLIDAY AVE
C09246
MULLOWNEY LN
C13294
A33456M
FRONTIER DR
INTERSTATE AVE
RIVER EDGE RD
A33462M
CHANEL LOOP
PATAGONIA CT
CHESAPEAKE LN
C13288
C13289M
GLACIER PEAK CIR
DENALI DR
TITAN AVE
C13283M
A31299M
SACAGAWEA DR
ELYSIAN RD
Legend
SILMD 332 - County parcels to be assessed
SILMD 332 - City parcels to be assessed

Exhibit C1

TAX ID	OwnerName	LegalDescriptionShort	Frontage	Lineal Foot Assessment Estimate @ $0.945724
A28393	ROCKY MOUNTAIN OIL, LLC	KELLY SUBD, S18, T01 S, R26 E, BLOCK 1, Lot 1	280	$264.80
A30784	RUSH, BRUCE	HOLIDAY BUSINESS PARK SUB, S17, T01 S, R26 E, BLOCK 1, Lot 1	185	$174.96
A31299A	JOSEPHINE CORNER APARTMENTS LLC	JCMU UNITS (19), S17, T01 S, R26 E, UNIT 1, 16.667% COMMON AREA INTEREST, @ AMD BLK 10 LT 26A	52	$49.18
A31299B	JOSEPHINE CORNER APARTMENTS LLC	JCMU UNITS (19), S17, T01 S, R26 E, UNIT 2, 16.667% COMMON AREA INTEREST, @ AMD BLK 10 LT 26A	52	$49.18
A31299C	JOSEPHINE CORNER APARTMENTS LLC	JCMU UNITS (19), S17, T01 S, R26 E, UNIT 3, 16.667% COMMON AREA INTEREST, @ AMD BLK 10 LT 26A	52	$49.18
A31299D	JOSEPHINE CORNER APARTMENTS LLC	JCMU UNITS (19), S17, T01 S, R26 E, UNIT 4, 16.667% COMMON AREA INTEREST, @ AMD BLK 10 LT 26A	52	$49.18
A31299E	JOSEPHINE CORNER APARTMENTS LLC	JCMU UNITS (19), S17, T01 S, R26 E, UNIT 5, 16.667% COMMON AREA INTEREST, @ AMD BLK 10 LT 26A	52	$49.18
A31299F	JOSEPHINE CORNER APARTMENTS LLC	JCMU UNITS (19), S17, T01 S, R26 E, UNIT 6, 16.667% COMMON AREA INTEREST, @ AMD BLK 10 LT 26A	52	$49.18
A31299M	**MCCALL HOMES LLC**	**JCMU UNITS (19), S17, T01 S, R26 E, MASTERCARD LOC @ AMD BLK 10 LT 26A**	**310**	
A33456A	LARSON, JERRY	STILLWATER MEADOWS TOWNHOMES (21), S17, T01 S, R26 E, UNIT 1404, 12.5% COMMON AREA INTEREST, LOC @ RIVERFRONT POINTE SUB, BLK 1, LT 1	35	$33.10
A33456B	ANDERSON, TOM	STILLWATER MEADOWS TOWNHOMES (21), S17, T01 S, R26 E, UNIT 1408, 12.5% COMMON AREA INTEREST, LOC @ RIVERFRONT POINTE SUB, BLK 1, LT 1	35	$33.10
A33456C	ANDERSON, TOM	STILLWATER MEADOWS TOWNHOMES (21), S17, T01 S, R26 E, UNIT 1412, 12.5% COMMON AREA INTEREST, LOC @ RIVERFRONT POINTE SUB, BLK 1, LT 1	35	$33.10
A33456D	GEORGE R NIEDENS LLC &	STILLWATER MEADOWS TOWNHOMES (21), S17, T01 S, R26 E, UNIT 1416, 12.5% COMMON AREA INTEREST, LOC @ RIVERFRONT POINTE SUB, BLK 1, LT 1	35	$33.10
A33456E	MONTANA SILVER CLOUD LLC	STILLWATER MEADOWS TOWNHOMES (21), S17, T01 S, R26 E, UNIT 1417, 12.5% COMMON AREA INTEREST, LOC @ RIVERFRONT POINTE SUB, BLK 1, LT 1	35	$33.10
A33456F	MONTANA SILVER CLOUD LLC	STILLWATER MEADOWS TOWNHOMES (21), S17, T01 S, R26 E, UNIT 1413, 12.5% COMMON AREA INTEREST, LOC @ RIVERFRONT POINTE SUB, BLK 1, LT 1	35	$33.10
A33456G	MONTANA SILVER CLOUD LLC	STILLWATER MEADOWS TOWNHOMES (21), S17, T01 S, R26 E, UNIT 1409, 12.5% COMMON AREA INTEREST, LOC @ RIVERFRONT POINTE SUB, BLK 1, LT 1	35	$33.10
A33456H	WESTLAKE, DOUGLAS R	STILLWATER MEADOWS TOWNHOMES (21), S17, T01 S, R26 E, UNIT 1405, 12.5% COMMON AREA INTEREST, LOC @ RIVERFRONT POINTE SUB, BLK 1, LT 1	35	$33.10
A33456M	**RIVER FRONT POINT LLC**	**STILLWATER MEADOWS TOWNHOMES (21), S17, T01 S, R26 E, MASTERCARD LOC @ RIVERFRONT POINTE SUB, BLK 1, LT 1**	**280**	
A33460A	WALDO, WARD E & DANA M &	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1552, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33460B	HECKEL, MARY KAY	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1552, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33460C	BRANSTETTER, GINA FRICKEL	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1553, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33460D	ULRICKSON, JOSEPH E & SHELLEY H	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1553, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33460E	HERGETT, LORETTA M	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1554, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33460F	MCKINNEY, CRAIG	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1554, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33460G	DWAYNE BAKKEDAHL LIVING TRUST &	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1555, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33460H	DWAYNE BAKKEDAHL LIVING TRUST &	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1555, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33461A	MOORE, JACQUELYN	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1454, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33461B	ZIEGLER, MAUREEN G	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1454, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33461C	HOWARD, SCOTT	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1455, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33461D	GAMEZ, RAUL J & JUNE A	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1455, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33461E	NELSON, JACOB D	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1457, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33461F	ECKERLE, JERALD & JANICE	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1457, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33461G	KUCK, DAVID A	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1550, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33461H	KREATZ, PHYLLIS M	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1550, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33461I	BOOTH, LAURA	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1551, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33461J	MILAM, MARISSA	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1551, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86

Exhibit C1

TAX ID	OwnerName	LegalDescriptionShort	Frontage	Lineal Foot Assessment Estimate @ $0.945724
A33462A	BOGAR, MARY D	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1450, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33462B	RIVER EDGE LLC	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1450, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33462C	RIVER EDGE 1 LLC	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1451, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33462D	1451 RIVER EDGE 2 LLC	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1451, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33462E	SKORNOGOSKI, JUDITH J	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1452, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33462F	BETCHER, LAURA J	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1452, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33462G	DENOWH, CHANTEL C	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1453, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33462H	MODDE, JOHN C &	RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1453, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB	21	$19.86
A33462M	**RIVER POINT EDGE LLC**	**RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, MASTER CARD LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB**	**539**	
A33634	CITY OF BILLINGS	RIVERFRONT POINTE SUB, S17, T01 S, R26 E, BLOCK 10, Lot PARK	20	$18.91
A35455	SLH INDUSTRIAL LLC	ZEILER SUB (15), S18, T01 S, R26 E, BLOCK 1, Lot 1	285	$269.53
C09246	RUSH, BRUCE	WEIL SUBD, S17, T01 S, R26 E, BLOCK 4, Lot 1	184	$174.01
C13283A	MCCALL PROPERTIES LLC	MCCALL BUSINESS BUILDING, S18, T01 S, R26 E, UNIT 100, 26.392% COMMON AREA INTEREST, (08) LOC @ LT 6A BLK 1 TITAN SUB AMD	85	$80.39
C13283B	MCCALL PROPERTIES LLC	MCCALL BUSINESS BUILDING, S18, T01 S, R26 E, UNIT 200, 28.037% COMMON AREA INTEREST, (08) LOC @ LT 6A BLK 1 TITAN SUB AMD	90	$85.12
C13283C	BRITTANY'S DREAM LLC	MCCALL BUSINESS BUILDING, S18, T01 S, R26 E, UNIT 300, 45.571% COMMON AREA INTEREST, (08) LOC @ LT 6A BLK 1 TITAN SUB AMD	147	$139.02
C13283M	**MCCALL DEVELOPMENT INC**	**MCCALL BUSINESS BUILDING, S18, T01 S, R26 E, MASTER CARD LT 6A BLK 1 TITAN SUB AMD (07) 1.233 AC**	**322**	
C13288	BRILLHART RANCH CO	TITAN SUBD, S18, T01 S, R26 E, BLOCK 2, Lot 5, (02)	268	$253.45
C13289M	**STORAGE CONDOS LLC**	**ULTIMATE SPACE, S18, T01 S, R26 E, MASTER CARD (07) LOC @ LT 6 BLK 2 TITAN SUB**	**269**	
C13294	ORIGER LAND LLC	TITAN SUBD, S18, T01 S, R26 E, BLOCK 3, Lot 1, (02)	280	$264.80
C15674	REDDING, BILLIE L & RIAL J	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 312, 1.386% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	4	$3.78
C15674A	REDDING, BILLIE L & RIAL J	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 311, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	4	$3.78
C15674B	BURTON, PATRICK H	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 310, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	4	$3.78
C15674C	HALSEY, RAY N	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 309, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	4	$3.78
C15674D	FRANK, DOUGLAS D & DEBORAH FAYE	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 308, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	4	$3.78
C15674E	ARNOLD, JOHN J	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 307, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	4	$3.78
C15674F	GEURIN, TERRY & PAMELA	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 306, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	4	$3.78
C15674G	PEARSON, COLTER J	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 305, 1.494% COMMON AREA INTEREST, (07)LOC @ LT 6 BLK 2 TITAN SUB	4	$3.78
C15674H	HODIK, KYLE & KATHLEEN	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 304, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	4	$3.78
C15674I	HODIK, KYLE & KATHLEEN	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 303, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	4	$3.78
C15674J	HODIK, KYLE & KATHLEEN	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 302, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	4	$3.78
C15674K	PILTZ JOINT REVOCABLE TRUST	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 301, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	4	$3.78
C15674L	GODFREY, LEE	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 414, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	3	$2.84
C15674M	GODFREY, LEE	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 413, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	3	$2.84
C15674N	BALLENSKY, TANYA	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 412, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	3	$2.84
C15674O	DURAY, MATHEW A	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 411, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	3	$2.84
C15674P	DURAY, MATHEW A	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 410, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	3	$2.84

Exhibit C1

TAX ID	OwnerName	LegalDescriptionShort	Frontage	Lineal Foot Assessment Estimate @ $0.945724
C15674Q	TURLEY, JAMES & RITA	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 409, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	3	$2.84
C15674R	TURLEY, JAMES & RITA	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 408, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	3	$2.84
C15674S	HANEL, THOMAS W & ROBIN E	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 407, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	3	$2.84
C15674T	ROESCH, TORIAN & CHRISTINE	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 406, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	3	$2.84
C15674U	ROESCH, TORIAN JASON & CHRISTINE ANN	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 405, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	3	$2.84
C15674V	HANEL, THOMAS W & ROBIN E	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 404, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	3	$2.84
C15674W	HANEL, THOMAS W & ROBIN E	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 403, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	3	$2.84
C15674X	FULTON, WILLIAM	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 402, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	4	$3.78
C15674Y	TURLEY, JAMES E & RITA M	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 401, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	4	$3.78
C15675C	O'NEIL PROPERTY & INVESTMENTS LP	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 508, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15675D	YELLOWSTONE BANK	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 507, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15675E	FRANK, DOUGLAS D & DEBORAH F	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 506, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15675F	KARST, PATRICIA L &	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 505, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15675G	FRANK, DEBORAH FAYE & DOUGLAS DEAN	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 504, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15675H	TITAN CONDO LLC	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 503, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15675I	JAMES H HODOUS REVOCABLE LIVING TRUST	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 502, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15675J	ZORN, TIM	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 501, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15675K	RAY, WAYNE A & LOLLIE	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 605, 1.798% COMMON AREA INTEREST, (07)LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15675L	KIMMET PROPERTIES, LLC	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 604, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15675M	FODE, DENNIS NORBERT	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 603, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15675N	KDB PROPERTIES LLC	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 602, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15675O	KIMMET PROPERTIES, LLC	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 601, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15675P	CUNNINGHAM, THOMAS P & SHERRI L	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 610, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15675Q	BALISON, JEFFREY R & CONSTANCE F	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 609, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15675R	BOUCHARD, DEAN & LESLIE	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 608, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15675S	SAUTER, DONOVAN J & WANDA H	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 607, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15675T	BALISON, JEFFREY R & CONSTANCE F	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 606, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15676	MAGIC CITY TILE AND STONE, INC	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 105, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15676A	DURRETT, STEVEN	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 104, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15676B	LITTLE BIG MEN OF GLENDIVE INC	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 103, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15676C	MIC-LYN LP	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 102, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15676D	PETERSON, CHAD AUSTIN &	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 109, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15676E	HARVEY & MARYELLEN PETERSON FAMILY REVOCABLE LIVING TRUST, THE	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 108, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15676F	MADDOCK, SUSAN J	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 107, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15676G	CHRISTECK, PAUL R	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 106, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73

Exhibit C1

TAX ID	OwnerName	LegalDescriptionShort	Frontage	Lineal Foot Assessment Estimate @ $0.945724
C15676H	ASPEN WAY DEVELOPMENT LLC	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 205, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15676I	BROWN, MICK S & CATHY	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 204, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15676J	ZARBOCK PROPERTY MANAGEMENT LLC	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 203, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15676K	WOOD REVOCABLE LIVING TRUST	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 202, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15676L	ANDERSON, DUANE S	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 201, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15676M	YELLOWSTONE BANK	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 210, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15676N	YELLOWSTONE BANK	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 209, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15676O	ZARBOCK PROPERTY MANAGEMENT LLC	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 208, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15676P	MCKAMY, RICHARD W	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 207, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
C15676Q	PEARSON, RAYMOND G & KAREN J	ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 206, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB	5	$4.73
D01897	APPLE FRITTER LLC	S17, T01 S, R26 E, C.O.S. 1191, PARCEL 1A, AMD TR 1	109	$103.08
D01898	O E D LLC	S17, T01 S, R26 E, C.O.S. 1191, PARCEL 1B1, AMEND TR 1B	109	$103.08
D01899	BHCC II INC	S17, T01 S, R26 E, C.O.S. 1191, PARCEL 2B1, AMND 11.942 AC (2000)	132	$124.84
D01901	KHAN ORGANIZATION, LLC	S17, T01 S, R26 E, C.O.S. 1191 AMD, PARCEL 3A & 4A, 2ND AMD 106722 SQ FT (05)	535	$505.96
D01911	SLH INDUSTRIAL LLC	ZEILER SUB (15), S18, T01 S, R26 E, BLOCK 1, Lot 2	745	$704.56
				$4,600.00